

## **Spokane Park Board**

3:30 p.m. Thursday, June 9, 2022 In-person in Council Chambers and virtual via WebEx

#### **Park Board members**

X Jennifer Ogden – PresidentX Bob Anderson – Vice President

X Garrett Jones – Secretary

X Nick Sumner

Greta Gilman (absent/excused)

X Sally Lodato

X Gerry Sperling

X Barb Richey

Hannah Kitz (absent/excused)

X Kevin Brownlee

Christina VerHeul (absent/excused) 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

Kris Behr

Karin Cook

Pamela Clarke

#### Guests

Terri Fortner Paul Knowles 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) May 12, 2022, regular Park Board meeting minutes
    - 2) Claims May 2022
    - 3) McKinstry, Co., LLC on-call plumbing services for Park Operations additional encumbrance of \$17,800 (\$65,800 annually)
    - 4) McKinstry, Co. LLC on-call plumbing services for Park Operations (\$75,000 annually)
    - 5) Spokane County interlocal agreement/John H. Shields Park (no cost)
    - 6) Parks fleet replacement pilot program
    - 7) Lexicon DBA Heritage Links change order #4/Downriver Golf Course irrigation renovation (\$50,785.21, plus tax)
    - 8) Sno Valley Process Solution contract amendment (\$65,000)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #8, as presented.

Bob Anderson seconded.

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

#### 5. Special guests

A. None

6. **Financial report and budget update** – Mark Buening presented the May financial report and budget update. The May operating expenditures for the Park Fund are approximately \$2.19 million more than the historic budget average. Year-to-date revenues are about \$824,000 above the budget average. Revenues are exceeding expenditures by approximately \$678,000. The May operating expenditures for the Golf Fund are about \$38,000 more than the budget average. Year-to-date revenues are almost \$104,000 more than the budget average. Revenues are exceeding expenditures about \$805,000 year-to-date.

#### 7. Special discussion/action items

A. Park Board committee assignments/Christina VerHeul – Jennifer Ogden proposed newly-appointed Park Board member Christina VerHeul to serve on the following Park Board committees: Urban Forestry, Development & Volunteer and Joint Arts.

**Motion No. 2:** Jennifer Ogden moved to approve Christina VerHeul serve on the following Park Board committees: Urban Forestry, Development & Volunteer and Joint Arts.

Barb Richey seconded.

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

#### 8. Committee reports

Urban Forestry Tree Committee: May 31, 2022, Kevin Brownlee

- A. Action items: None
- B. The next regularly scheduled meeting is 4:15 p.m. July 5, 2022, in the Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: The June 7 meeting was canceled. Gerry Sperling

- A. Action items: None
- B. The next scheduled meeting is 8 a.m. July 12, 2022, in the Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

#### Land Committee: June 1, 2022, Kevin Brownlee

A. Avista Corporation donated conservation easement/Beacon Hill (no cost) – Nick Hamad introduced Paul Knowles who presented an overview of the Avista Corporation donated conservation easement at Beacon Hill. In February 2020, the Park Board authorized the acquisition of private property from willing sellers if purchased by the Spokane County Conservation Futures program. In May 2020, the Park Board authorized a resolution permitting Spokane Parks to jointly pursue \$1.5 million in Washington State RCO grant funding for the Make Beacon Hill Public Project. Grant funding was awarded through RCO for the project and all private property (~160 acres) was acquired. The Make Beacon Hill Public Project included donated conservation easements on 87 acres of property owned by Avista Corporation within the Make Beacon Hill Public project area. The approval and acceptance of this donated conservation easement by the city of Spokane will ensure its long-term protection. The existing public trails on this property are maintained by Evergreen Mountain Bike Alliance, which currently has an MOU with Spokane Parks.

Motion No. 3: Jennifer Ogden moved to approve the Avista Corporation donated conservation

easement at Beacon Hill as presented.

Barb Richey seconded.

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

A. Parks and Natural Lands Master Plan adoption (no cost) – Nick Hamad presented an overview of a proposed resolution to adopt the Parks and Natural Lands Master Plan. In fall of 2019, Spokane Parks retained Design Workshop to update the Parks and Open Spaces Master Plan. In spring 2020, the project was put on hold due to Covid-19. In spring 2021, the project re-started and has been ongoing since that time. The master plan was created using various technical analyses and assessment, including feedback from an extensive 2021 public outreach campaign which engaged more than 5,300 residents through more than 26 public engagement opportunities. The plan has evaluated the city parks system and established four themes (land, water, people and legacy), 13 goals and recommended dozens of strategies to improve the City Parks system over the next 10+ years. The plan has also created a framework for prioritizing city park investment decisions, and established high priority capital, operational and policy action items for immediate and near term implementation.

**Motion No. 4:** Kevin Brownlee moved to approve the resolution to adopt the Parks and Natural Lands Master Plan.

Sally Lodato seconded.

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

B. The next scheduled meeting is 3:30 p.m. July 6, 2022, in the Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: The June 1 meeting was canceled. Sally Lodato

- A. Action items: None
- B. The next scheduled meeting is 5:15 p.m. July 6, 2022, in the Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

#### Riverfront Park Committee: June 6, 2022, Nick Sumner

A. Riverfront dog park naming – Jonathan Moog presented an overview of the proposed naming of the Riverfront Park dog park. The Spokane Humane Society donated \$250,000 to the Spokane Parks Foundation's Campaign for Riverfront Spokane towards the construction of the dog park. They were given naming rights as part of the donation agreement and in alignment with Parks' naming policy. They are requesting the name "Spokane Humane Society Paw Park" for the life of the asset.

**Motion No. 5:** Nick Sumner moved to approve the naming the dog park the "Spokane Humane Society Paw Park" for the life of the asset.

Gerry Sperling seconded.

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

B. The next scheduled meeting is 4 p.m. July 11, 2022, in the Pavilion conference room at Riverfront Park, and virtually via WebEx.

#### Finance Committee: June 7, 2022, Bob Anderson

- A. Action items: The action items were presented as consent agenda items.
- B. The next regularly scheduled meeting is 3 p.m. July 12, 2022, in the Tribal conference

room, first floor lobby of City Hall, and virtually via WebEx.

#### **Development & Volunteer Committee**: May 18, 2022 – Bob Anderson

A. Action items: None

B. The next regularly scheduled meeting is 3 p.m. June 15, 2022, in the Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

#### 9. **Reports**

A. President: Jennifer Ogden

- Pamela Clarke retirement Jennifer thanked Pamela for her work as administrative support to the Park Board. This is her last in-person Park Board meeting before her retirement set for July 29.
- 2) Hybrid meetings As of June 1, all public meetings are required to have the option of in-person attendance. Today's Park Board is the first opportunity the board, staff and public have had the option to attend a Park Board meeting in person since the Covid shutdown in March 2020. Moving forward, Park Board and Park Board committee meetings will be hybrid meetings allowing citizens the opportunity to attend in-person or join virtually via WebEx.
- 3) Get involved in your parks Jennifer encouraged citizens to get involved with their parks through volunteering, and joining or forming parks friends groups.

#### B. Liaisons

- 1) Conservation Futures Nick Sumner. No updates were reported.
- 2) Parks Foundation Today is Terri Fortner's last Park Board meeting as the Parks Foundation executive director. She will be leaving the foundation and pursuing other career endeavors in Spokane. The board thanked Terri for her work with parks and her devotion to the community.
- 3) City Council Jonathan Bingle. No updates were reported.

#### C. Director: Garrett Jones

- 1) Clerical team Garrett thanked Kris Behr, Karin Cook and Pamela Clarke for their work on coordinating the transition to hybrid public meetings.
- 2) Master Plan Garrett thanked the board and staff for all the time and effort invested in the creation of the master plan. The next step will be to take the master plan resolution to City Council for final adoption. He explained this citizen-driven will set the course and direction for parks for years to come.
- 3) 2023 budget Staff will present the board next year's budget priorities at the July 14 Park Board meeting. The board is scheduled to adopt the final budget in October which will come before City Council for final approval the following month.
- 4) Don Kardong Bridge funding support Garrett announced City Council recently approved an additional \$750,000 towards the Don Kardong Bridge renovation project. These funds, combined with federally funding, brings the total funding support to \$2.95 million for the project. By receiving this funding support, Parks is able to place its funds toward a long list of neighborhood park improvement projects.

#### 10. Executive session

A. None

#### 11. Correspondence:

A. Letters/email: Candy Rogers Memorial Playground naming proposal (2 emails)

12. **Adjournment**: The meeting was adjourned at 4:24 p.m.

#### 13. **Meeting dates**

A. Committee meeting times: (Committee meetings are held in-person and virtually via WebEx.)

Urban Forestry Tree Committee: 4:15 p.m. July 5, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Land Committee: 3:30 p.m. July 6, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Recreation Committee: 5:15 p.m. July 6, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx

Riverfront Park Committee: 4 p.m. July 11, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8 a.m. July 12, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Finance Committee: 3 p.m. July 12, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx

Development & Volunteer Committee: 3 p.m. June 15, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx

- B. Park Board: 3:30 p.m. July 14, 2022, Council Chambers, lower level City Hall, and virtually via WebEx
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Jason Conley

Jason Conley, Parks and Recreation Executive Officer



## **Spokane Park Board**

3:30 p.m. Thursday, May 12, 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 (Arrived: 3:58 p.m.)

X Sally Lodato

X Gerry Sperling

Barb Richey (Absent/excused)

X Hannah Kitz (Left: 4:30 p.m.)

X Kevin Brownlee

X Christina VerHeul

Jonathan Bingle – City Council liaison (Absent)

Parks staff

Jason Conley Mark Buening Fianna Dickson

Al Vorderbrueggen Jennifer Papich

Nick Hamad

Mark Poirier

Angel Spell
Jonathan Moog

Kris Behr

Pamela Clarke

#### **Guests**

Kelly Brown Kate Green Sheila Geraghty Anna Laybourn Leyna Bernstein Terri Fortner

#### **MINUTES**

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

- 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) April 14, 2022, regular Park Board meeting minutes
    - 2) April 28, 2022, special Park Board meeting minutes
    - 3) April 28, 2022, joint City Council/Park Board study session minutes
    - 4) Claims April 2022 (\$1,897,476.32)
    - 5) University District PDA memorandum of agreement/Don Kardong Bridge small overlooks (\$70,000 revenue)
    - 6) TD&H Engineering contract amendment #3/Don Kardong Bridge rehabilitation design project (not to exceed \$217,110)
    - 7) Washington State Recreation and Conservation Office/Rimrock to Riverside grantauthorizing resolution (no cost)
    - 8) Bloomsday memorandum of agreement/Don Kardong Bridge small overlooks (\$50,000 contribution)
    - 9) Modern Construction & Consulting, LLC construction contract/Riverfront Park Red Wagon metal repairs and painting (\$73,328.25, tax inclusive)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #9, as presented.

Gerry Sperling seconded.

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

#### 5. **Special guests**

A. The Friends of Manito annual update – Kelly Brown, The Friends of Manito president, presented an overview of the 2021 projects and events, current projects, and the focus for 2022. Projects for the year include: 1) launching new educational programs this summer for children and adults; 2) developing a brand; and 3) opening an endowment with Innovia Foundation. The endowment funds are to be used for operations and on-going maintenance, and greater preservation of Manito Park. The goal is to match 50% of the park's operating budget.

- B. Spokane Youth and Senior Centers' Association quarterly update Kate Green, recently retired director of the North East Youth Center introduced Sheila Geraghty, the youth center's new director. Sheila presented a recap of the activities, fundraising accomplishments and participation hours at Spokane's 10 youth, senior and community centers.
- 6. **Financial report and budget update** Mark Buening presented the April financial report and budget update. The April operating expenditures for the Park Fund are approximately \$1.76 million more than the historic budget average. Year-to-date revenues are about \$532,000 above the budget average. Revenues are exceeding expenditures by approximately \$697,000. The April operating expenditures for the Golf Fund are about \$16,000 more than the budget average. Year-to-date revenues are approximately \$115,000 more than the budget average. Revenues are exceeding expenditures almost \$385,000 year-to-date. There was not activity reported regarding the Riverfront Park redevelopment budget which has approximately \$90,600 remaining in the \$68.4 million redevelopment budget.

Greta joined the meeting at 3:58 p.m.

#### 7. Special discussion/action items

A. Parks and Natural Lands Master Plan briefing – Anna Laybourn of Design Workshop presented an overview of the 90% draft Parks Master Plan. This presentation served as study session with the board before it returns to citizens next week for additional public input. Following any additional revisions based on public, board and staff input, the plan is scheduled to the come before the Park Board June 9 for consideration and adoption. The Park Boardapproved master plan will then come before City Council for final approval in June/July.

Hannah left the meeting at 4:30 p.m.

#### 8. **Committee reports**

**Urban Forestry Tree Committee**: May 3, 2022, Kevin Brownlee

A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. May 31, 2022, via WebEx.

Golf Committee: May 10, 2022, Gerry Sperling

A. Action items: None

B. The next scheduled meeting is 8 a.m. June 7, 2022, via WebEx.

Land Committee: May 4, 2022, Greta Gilman

A. Action items: All action items were presented on the Consent Agenda.

B. The next scheduled meeting is 3:30 p.m. June 1, 2022, via WebEx.

Recreation Committee: May 4, 2022, Sally Lodato

A. Action items: None

B. The next scheduled meeting is 5:15 p.m. June 1, 2022, via WebEx.

Riverfront Park Committee: The May 9 meeting was canceled. Nick Sumner

A. Action items: None

B. The next scheduled meeting is 4 p.m. June 6, 2022, via WebEx.

#### Finance Committee: May 10, 2022, Bob Anderson

- B. Action items: All action items were presented on the Consent Agenda.
- C. The next regularly scheduled meeting is 3 p.m. June 7, 2022, via WebEx.

#### **Development & Volunteer Committee – Bob Anderson**

- A. No action items
- B. The next scheduled meeting is 3 p.m. May 18, 2022, via WebEx.

#### 9. **Reports**

A. President: Jennifer Ogden

- 1. Candy Rogers Memorial Playground naming proposal Jennifer explained the Park Board is looking at ways Parks may positively honor Candy while working within the Parks' naming policy. Updates and additional information relating to a proposal to name the playground at A.M. Cannon Park in her honor will be forthcoming.
- 2. Riverfront Park dog park name Jennifer invited citizens to submit name suggestions for the new dog park to be located in Riverfront Park.

#### B. Liaisons

- 1. Conservation Futures Nick Sumner
  - a. No updates reported.

#### 2. Parks Foundation – Terri Fortner

- a. Pints for Parks Terri invited individuals to attend the Pints for Parks fundraising event set for 4 p.m. to 8 p.m. May 14 at Brick West Brewing Company. Event activities include live music, food trucks, beers and a raffle, with all proceeds going to the Spokane Parks Foundation. Terri shared her appreciation to partners throughout Spokane County for their support in making this event possible.
- b. Pints for Paws Everyone is invited to the event set for the afternoon of June 11 at Brick West Brewing Company. This fundraiser is also an adoption event.

#### 3. City Council

a. No updates reported.

#### C. Director: Garrett Jones

- a. The Friends of Manito and SYSCA Garrett thanked both organizations for their partnerships over the years. He also gave a shout out to Jennifer Papich and Al Vorderbrueggen for their work as liaisons with these community groups.
- b. Parks and Rec Business magazine Spokane Parks and Recreation was featured on the cover of the May publication. Cover image was of the North Bank playground.
- c. Don Kardong Bridge The bridge rehabilitation project is scheduled to begin in the next couple of weeks.
- d. Proposed SMC language change On June 6, City Council is scheduled to hear the

- first reading of a proposed ordinance to add language to SMC Section 04.11.015 relating to Park Board term limits.
- e. Proposed SBO/Don Kardong Bridge project A request for ARPA funds for the remaining \$750,000 for the bridge rehabilitation project is scheduled to come before City Council for consideration June 6.
- f. In-person meetings to begin June 1 Gov. Inslee is scheduled to rescind Proclamation 20-28 which means public meetings will return to the pre-COVID requirements. Details regarding Park Board and Park Board committee in-person meetings and locations will be released in the coming weeks.

#### 10. Executive session

A. None

#### 11. Correspondence:

A. Letters/email: Candy Rogers Memorial Playground naming proposal (3 emails)

12. **Adjournment**: The meeting was adjourned at 4:54 p.m.

#### 13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. May 31, 2022, via WebEx

Land Committee: 3:30 p.m. June 1, 2022, via WebEx Recreation Committee: 5:15 p.m. June 1, 2022, via WebEx

Riverfront Park Committee: 4 p.m. June 6, 2022, via WebEx

Golf Committee: 8 a.m. June 7, 2022, via WebEx Finance Committee: 3 p.m. June 7, 2022, via WebEx

Development & Volunteer Committee: 3 p.m. May 18, 2022, via WebEx

B. Park Board: 3:30 p.m. June 9, 2022, Council Chambers at City Hall and via WebEx

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

Minutes approved by: Garrett Jones

Garrett Jones, Director of Parks and Recreation

# CITY OF SPOKANE PARK AND RECREATION DIVISION MAY 2022 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - JUNE 9, 2022

## **PARKS & RECREATION:**

| SALARIES & WAGES             | \$<br>852,633.35   |
|------------------------------|--------------------|
| MAINTENANCE & OPERATIONS     | \$<br>775,442.50   |
| CAPITAL OUTLAY               | \$<br>30,303.37    |
| DEBT SERVICE PAYMENTS        | \$<br>-            |
| PARK CUMULATIVE RESERVE FUND | \$<br>30,788.70    |
| RFP BOND 2015 IMPROVEMENTS:  |                    |
| CAPITAL OUTLAY               | \$<br>60.00        |
| GOLF:                        |                    |
| SALARIES & WAGES             | \$<br>161,015.27   |
| MAINTENANCE & OPERATIONS     | \$<br>142,192.04   |
| CAPITAL OUTLAY               | \$<br>-            |
| DEBT SERVICE PAYMENTS        | \$<br>-            |
| TOTAL EXPENDITURES:          | \$<br>1,992,435.23 |

# Spokane Park Board Briefing Paper



| Committee  |  |  |  |                   |
|--|--|--|--|-------------------|
| Committee  | Land Committ                           | ee   |  |                   |
| Committee meeting date   | June 1, 2022                           |  |  |                   |
| Requester  | Carl Strong                            |  | Phone number:                          | 509-363-5415      |
| Type of agenda item  | <b>⊙</b> Consent                       | Discussion   | O Information                          | Action            |
| Type of contract/agreement   | ●New ○R                                | enewal/ext. OLease                                   | OAmendment/chang                       | ge order Other    |
| City Clerks file (OPR or policy #)   |  |  |  |                   |
| Item title: (Use exact language noted on the agenda)   |  | o., LLC on-call plumbing<br>of \$17,800 (\$65,800 ar | services for Park Operannually)        | ations additional |
| Begin/end dates  | Begins: 08/01                          | /2021 Ends:  | 07/31/2022                             | Open ended        |
| Background/history: The purpose of this agreement is to provide on-call plumbing services for the City of Spokane Parks and Recreation Department. The contractor was selected through an invitation to bid issued by the City of Spokane. |  |  |  | ssued by the      |
| The original contract, which expires 7/31/2022, is for \$48,000 annually. This is an insufficient amount for current Park Operations needs.  |  |  |  |                   |
| Motion wording: Move to approve an amendment of the McKinstry, Co., LLC on-call plumbing service for Park Operations for an additional \$17,800 to the original contact, bringing the total amount to \$65,800 annually.                   |  |  |  |                   |
| Approvals/signatures outside Parks:  | Yes  Adala                             | O No   |  |                   |
| If so, who/what department, agency or contains the steven Labrenz  |  | nstry, Co., LLC<br>ss: StevenL@mckinstry             | , com Phone                            | : 509-625-3139    |
|  | Eman addre                             | ss: stevenic@mckinstry                               | 7.COM PHONE                            | . 509-625-3139    |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Carl Strong Grant Management Department/Name:  |  | Thea Prince  |  |                   |
| <ul><li>Expenditure</li></ul>  | Revenue                                | 2  |  |                   |
| <b>Fiscal impact:</b> Amount: \$17,800 4600-55200-76650-54801 Golf/Downrive  | r                                      | Budget code: 1400-<br>1400-54500-76810-              | 54311-76810-54801 RF<br>54802 Park Ops | P                 |
| 4600-55300-76650-54801 Golf/Esmerald   | la                                     | 1400-54130-76820-                                    | 54801 Corbin Arts                      |                   |
| 4600-55400-76650-54801 Golf/Indian Ca  | n Canyon 1400-54600-76820-54801 Manito |  |  |                   |
| 4600-55500-76650-54801 Golf/Qualchan 1400-54703-76903-54801 Finch  |  |  |  |                   |
| Vendor:  |  |  |  |                   |

Updated: 10/21/2019 3:23 PM

# Spokane Park Board Briefing Paper



| Committee   | Land Committe              | ee                                |                         |                  |
|---|----------------------------|-----------------------------------|-------------------------|------------------|
| Committee meeting date  | June 1, 2022               |                                   |                         |                  |
| Requester   | Carl Strong                |                                   | Phone number: 5         | 509-363-5415     |
| Type of agenda item   | <ul><li>Consent</li></ul>  | Discussion                        | ○ Information           | Action           |
| Type of contract/agreement  | New OR                     | enewal/ext. OLease                | OAmendment/chang        | e order Other    |
| City Clerks file (OPR or policy #)  | n/a                        |                                   |                         |                  |
| Item title: (Use exact language noted on the agenda)  | McKinstry, Co<br>annually) | ., LLC on-call plumbing           | services for Park Opera | ations (\$75,000 |
| Begin/end dates   | Begins: 08/01/             | /2022 Ends:                       | 07/31/2024              | Open ended       |
| Background/history: The purpose of this agreement is to provide on-call plumbing services for the City of Spokane Parks and Recreation Department. The Contractor was selected through IPWQ 5637-22 issued by the City of Spokane. McKinstry, Co.,LLC was the only contractor to respond to the bid for on-call plumbing.  The previous contract for on-call plumbing with McKinstry, expiring 7/31/22, is for \$48,000.00 annually, which is an insufficient amount for current Park Operations needs.  Motion wording:  Move to approve McKinstry, Co., LLC as the on-call plumbing service for Park Operations in the amount of \$75,000.00 annually for a term of two years.  Approvals/signatures outside Parks:  Yes  No If so, who/what department, agency or company: McKinstry, Co., LLC |                            |                                   |                         |                  |
| Name: Steven Labrenz  | Email addres               | ss: StevenL@mckinstry             | 7.COM PHONE.            | 509-625-3139     |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Carl Strong Grant Management Department/Name:   |                            | Thea Prince                       |                         |                  |
| Fiscal impact: • Expenditure  | Revenue                    |                                   |                         |                  |
| Amount:<br>\$75,000.00  |                            | Budget code:<br>1400-54500-76810- | 54802 Park Ons          |                  |
| 410,000.00  |                            | 1400-54130-76820-                 | ·                       |                  |
| 4600-55#00-76650-54801 Golf   |                            | 1400-54600-76820-                 |                         |                  |
|   |                            |                                   |                         |                  |
| 1400-54311-76810-54801 RFP <b>Vendor:</b> • Existing vendor   | ○ No                       | 1400-54703-76903-                 | U40U I FINCH            |                  |
| Vendor:   |                            |                                   |                         |                  |

Updated: 10/21/2019 3:23 PM

#### **Bid Response Summary**

Bid Number IPWQ 5637-22

Bid Title Parks Plumbing, On Call Services

Due Date Monday, May 2, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

Company McKinstry

Submitted By Steven Labrenz - Thursday, April 28, 2022 11:11:32 AM [(UTC-08:00) Pacific Time (US & Canada)]

StevenL@mckinstry.com 5096253139

Comments

#### **Question Responses**

| Group           | Reference  | Question   | Response               |
|-----------------|--|--|------------------------|
|                 | Number   |  | •                      |
| BIDDER          |  |  |                        |
| ACKNOWLEDGMENTS |  |  |                        |
|                 | #1   | Bidder Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none | 0                      |
|                 |  | have been issued):   |                        |
|                 |  | Bidder agrees and acknowledges that is has read Bid IPWQ 5637-22, Plumbing Services, PW      |                        |
|                 | #2   | On Call Maintenance Services; City of Spokane Parks Department, that is attached in the      | I agree and I          |
|                 | #2   | Documents Tab, and understands the specifications, and confirms it will comply with all      | acknowledge            |
|                 |  | instructions, terms, and conditions of this Bid, at the prices stated                        |                        |
|                 | #2.1   | If you took exception explain in detail  |                        |
|                 | #3   | By submitting a bid, Contractor acknowledges that they have read and understand the General  | I agree and I          |
|                 | #3   | Conditions Document in the 'Documents' tab.  | acknowledge            |
|                 |  | Dravide the name, whose number and small address for point of contact person regarding this  | Steven Labrenz, 907-   |
|                 | #4   | Provide the name, phone number and email address for point of contact person regarding this  | 251-9556,              |
|                 |  | Bid.   | stevenl@mckinstry.com  |
|                 |  | Dravide the name, whose number, and small address for the name in your Firm that would       | Paul Steinheiser, 206- |
|                 | #5   | Provide the name, phone number, and email address for the person in your Firm that would     | 391-1673,              |
|                 | potentially sign a contract through the DocuSign process used by the City. |  | PaulSt@mckinstry.com   |
| DOCUMENTS TO    |  |  |                        |
| UPLOAD:         |  |  |                        |
|                 | #1   | Ridder must complete Rid, Dages 5 and 6 unlead here  | McKinstry response     |
|                 | #1 Bidder must complete Bid, Pages 5 and 6, upload here.                   |  | form.pdf               |
|                 | #2   | Pidder must complete Subcentractor List. Dage 7, upleed here                                 | McKinstry response     |
|                 | #4   | Bidder must complete Subcontractor List, Page 7, upload here.                                | form.pdf               |
|                 | #3   | Upload Addenda documents if applicable and if not combined with uploaded Bid response.       |                        |
|                 |  |  |                        |

#4 Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item

#### **CITY OF SPOKANE**

Bid: IPWQ 5637-22

Parks Plumbing ,on call services

Bid Due 9:00 AM, May 2, 2022

#### SECTION 1. BID PREPARATION AND EVALUATION

- 1. <u>SUBMISSION OF BIDS.</u> Bids shall be submitted electronically through the City's ProcureWare site by 9:00AM, Pacific Local Time, Monday, May 2, 2022.
- 2. <u>CONTRACTOR'S REPRESENTATION.</u> The Contractor by making its Bid represents that it has read and understands the specification; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
- 3. <u>QUALIFICATION.</u> Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
- 4. <u>AWARD OF CONTRACT.</u> Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on hourly rate. Unsuccessful Contractors will not automatically be notified of results. The contract is awarded from this Invitation to Bid will be for a two (2) year period with a two (2) (1) one year options for renewal.
- 5. <u>EXECUTION OF CONTRACT.</u> Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.
- 6. <u>INVOICING.</u> Invoices must be submitted to Parks & Recreation within 30 days of performing the work.
  - Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services.
  - Invoices shall reference and list OPR #2019-XXXX and approved Intent to Pay Prevailing Wage

    Number
  - Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification
    of the services performed and compliance with contract conditions. Original invoices are
    required and shall not be approved for payment until all services per request have been
    satisfactorily performed. Invoices shall be mailed to Parks & Recreation, 5<sup>th</sup> Floor City Hall, 808
    West Spokane Falls Blvd., Spokane WA, 99201
- 7. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

- 8. <u>REJECTION OF BIDS.</u> The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation To Bid, at the prices shown.
- 9. <u>CONTRACTOR REGISTRATION.</u> The Contractor shall be a Washington State registered or licensed contractor at the time of Bid submittal.

#### 10. PUBLIC WORK REQUIREMENTS.

The work under this contract is classified as routine maintenance under state law.

- A. A payment/performance bond is NOT required.
- B. Statutory retainage is NOT required.

#### 11. PREVAILING WAGES.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https//fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. <u>APPRENTICESHIP.</u> If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

#### D. STATEMENT OF INTENT.

The Contractor and subcontractors will submit a "Statement of intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW

39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).

E. <u>FILING FEES.</u> The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.

#### 12. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.

Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

#### 13. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

#### **SECTION II. TECHNICAL REQUIREMENTS**

- 1. <u>PERFORMANCE.</u> Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tool, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.
- 2. <u>SCOPE OF WORK.</u> On call repair and maintenance services for Plumbing for Parks and Recreation, including golf courses and aquatic centers and all associates Parks properties.
- 3. <u>EQUIPMENT.</u> Maintain adequate equipment to perform all necessary repairs and maintenance, safety equipment, and truck or trailer for all industry standard repairs and maintenance.
- 4. <u>PRICING.</u> Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.
- 5. <u>RESPONSE TIME</u>. Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and

shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.

6. <u>PROFESSIONALISM.</u> Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.

#### Page **5** of **7**

#### (PAGES 5 AND 6 MUST BE COMPLETED AND UPLOADED)

BID IPWQ 5637-22

PROJECT NAME: Parks: Plumbing on call services

#### **BID OFFER:**

We are using 10 - 2 hour calls for evaluating purposes – 70% are non-emergency calls and 30% emergency calls.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

| Emergency           | Emergency calls, contractor shall be onsite within 4 hour of notification.  On average it is estimated that there is 3 Emergency calls per year that could result in an estimated annual total of 6 hours more or less |
|---------------------|--|
| Non-Emergency       | Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 7 calls per year that could result in an estimated annual total of 14 hours more or less.  |
| Straight Time Rate  | \$ 20 Hourly Rate  |
| Overtime Rate       | \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \   |
| Emergency Work Rate | \$_\\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\   |
| Holiday Rate        | \$ 40 Hourly Rate  |
| Percentage mark up  |  |
| from list price for |  |
| Parts/Materials     | <u>&amp;5</u> %  |
| Applicable Tax      | 9% (tax rates change 7/1/2021)   |

The Firm/Contractor acknowledges receipt of the City's Addendum number \_\_\_\_\_ and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

| ONTRACTOR RESPONSIBILITY.                                    |
|--|
| Washington State Contractor's Registration No. MCKINCL942DU  |
| U.B.I Number 602-569-922                                     |
| Washington Employment Security Department Number 323555-00-0 |
| Washington Excise Tax Registration Number 602-569-922        |
| City of Spokane Business Registration Number 11163486805     |
|  |

#### LIQUIDATED DAMAGES.

If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.

#### Page **6** of **7**

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020

| I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true |
|--|
| and correct.   |
| FIRM/CONTRACTOR NAME: MCKINStry Co. CC.  |
| SIGNATURE: Atum Kerberg  |
| SIGNATURE:   |
| TITLE: Sales Executive PHONE: 907-251-9556   |
| ADDRESS: 850 E. Spokane Falls Blud., Suite 100   |
| Spokane, WA 99202  |

### Page **7** of **7**

#### (PAGE 6 MUST BE COMPLETED AND UPLOADED)

#### SUBCONTRACTOR LIST

| PROJECT NAME: 1PWQ 5637-27                                       |
|--|
| PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: |
| (USE ADDITIONAL PAGES IF NECESSARY)                              |
|  |
| CONTRACTOR/SUPPLIER  |
| TYPE OF WORK/BID ITEM  |
| AMOUNT \$  |
| CONTRACTOR'S REGISTRATION NO.                                    |
|  |
| CONTRACTOR/SUPPLIER  |
| TYPE OF WORK/BID ITEM  |
| AMOUNT \$  |
| CONTRACTOR'S REGISTRATION NO.                                    |
|  |
| CONTRACTOR/SUPPLIER  |
| TYPE OF WORK/BID ITEM  |
| AMOUNT \$  |
| CONTRACTOR'S REGISTRATION NO.                                    |
|  |
| NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT                   |



# CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

#### **PUBLIC WORKS AGREEMENT**

Title: ON-CALL PLUMBING SERVICES

This Agreement is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and McKINSTRY, CO., LLC, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Plumbing Services for the City of Spokane Parks and Recreation Department; and

WHEREAS, the Contractor was selected through IPWQ 5637-22 issued by the City of Spokane.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

#### 1. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2022, and ends on July 31, 2024, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

#### 2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

#### 3. SCOPE OF WORK.

The Contractor shall provide On-Call Plumbing Services for the City of Spokane Parks and Recreation Department as outlined in IPWQ 5637-22.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's on-call, as needed services under this Agreement shall be a maximum annual amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$75,000.00), including applicable sales tax. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### 6. PREVAILING WAGES.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https//fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries

at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

#### 7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <a href="www.dor.wa.gov">www.dor.wa.gov</a> or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### 8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

#### 9. INDEMNIFICATION.

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

into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### 10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

#### 12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City.

This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### 13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### 14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

#### 15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

#### 16. ANTI KICK-BACK.

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

#### 17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

#### 18. DEBARMENT AND SUSPENSION.

The Contractor 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

#### 19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### 20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

| McKINSTRY CO., LLC   | CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT |  |  |
|--|---|--|--|
| By<br>Signature Date   | By<br>Signature Date                            |  |  |
| Oignature Date   | Olghature Date                                  |  |  |
| Type or Print Name   | Type or Print Name                              |  |  |
| Title  | Title   |  |  |
| Attest:  | Approved as to form:                            |  |  |
| City Clark   | Assistant City Attorney                         |  |  |
| City Clerk   | Assistant City Attorney                         |  |  |
| Attachments that are part of this Agreement:   |   |  |  |
| Exhibit A – Debarment Certification Exhibit B - Certification of Compliance with Wag | e Payment Statutes                              |  |  |

22-104

#### **EXHIBIT A**

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction
  with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
  transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

| Name of Subrecipient / Contractor / Consultant (Type or Print)                            | Program Title (Type or Print)   |
|---|---------------------------------|
| Name of Certifying Official (Type or Print)  Title of Certifying Official (Type or Print) | Signature  Date (Type or Print) |



# Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

| bid solicitation date (), the bidder is not a "willfu 49.48.082, of any provision of chapters 49.46, 49.48, or 49. final and binding citation and notice of assessment issued by and Industries or through a civil judgment entered by a courtion.      | ul" violator, as defined in RCW<br>52 RCW, as determined by a<br>by the Department of Labor |
|---|---|
| As of July 1, 2019, have fulfilled the Department of Labor and Inc<br>Wage Training Requirement before bidding and/or performing wo<br>39.04.350 and RCW 39.06.020 by either of the following:  |   |
| <ol> <li>Received training on the requirements relate<br/>under chapter RCW 39.04.350 and chapter 3</li> <li>Be certified exempt by the Department of La<br/>three or more public work projects and have<br/>ington for three or more years.</li> </ol> | 39.12; or<br>abor and Industries by having completed  |
| I certify under penalty of perjury under the laws of the Stat going is true and correct.  | e of Washington that the fore-  |
| Bidder's Business Name  | -   |
| Signature of Authorized Official*   | -   |
| Printed Name  | -   |
| Title   | -   |
| Date City   | State   |
| Check One:  Sole Proprietorship □ Partnership □ Joint Venture □ Corporation  State of Incorporation, or if not a corporation, State where business entity   |   |
| If a co-partnership, give firm name under which business is transacted:   |   |

<sup>\*</sup> If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

## ?

New search Back to results

#### **<** Business Lookup

**Entity name:** 

License Information:

MCKINSTRY CO., LLC

**Business name:** MCKINSTRY CO., LLC

Entity type: Limited Liability Company

**UBI #:** 602-569-922

Business ID: 001

Location ID: 0002

**Location:** Active

**Location address:** 850 E SPOKANE FALLS BLVD

SPOKANE WA 99202-2167

Mailing address: PO BOX 24567

SEATTLE WA 98124-0567

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

#### **Endorsements**

| Endorsements held at this location                | License #     | Count | Details | Status | Expiration date | First issuance date |
|---|---------------|-------|---------|--------|-----------------|---------------------|
| Airway Heights General Business -<br>Non-Resident | 2929          |       |         | Active | Jan-31-2023     | Jan-03-2019         |
| East Wenatchee General Business<br>- Non-Resident |               |       |         | Active | Jan-31-2023     | Jun-08-2017         |
| Moses Lake General Business -<br>Non-Resident     | BUS1998-00872 | 2     |         | Active | Jan-31-2023     | Jan-23-1998         |
| Spokane General Business                          | T11103486BUS  |       |         | Active | Jan-31-2023     | Oct-15-2012         |

### $\begin{tabular}{ll} \textbf{Governing People} & \textit{May include governing people not registered with Secretary of State} \\ \end{tabular}$

Governing people Title

ALLEN, DEAN

PEDERSEN, JAMIE

HAGAR, JOSEPH

### **Registered Trade Names**

| Registered trade names | Status   | First issued |
|------------------------|----------|--------------|
| MCKINSTRY              | Active   | Jan-09-2006  |
|                        | igoredow |              |



DREDDY



DATE (MM/DD/YYYY) 1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| tł  | his certificate does not confer rights to   |             |               |  | ıch enc          | lorsement(s).              |                            | require air endorsemer                          | ii. A 3   | atement on    |
|---|---|-------------|---------------|--|------------------|----------------------------|----------------------------|---|-----------|---------------|
| PRO   | DDUCER  |             |               |  | CONTA<br>NAME:   | СТ                         |                            | _   |           |               |
| Hub International Northwest LLC PO Box 3018                                       |   |             |               | PHONE (A/C, No, Ext): (425) 489-4500   FAX (A/C, No): (425) 485-8489   |                  |                            |                            |   |           |               |
|   | thell, WA 98041   |             |               |  | E-MAIL<br>ADDRE  | <sub>ss:</sub> now.info    | @hubinter                  | national.com                                    |           |               |
|   |   |             |               |  |                  | INS                        | URER(S) AFFOR              | RDING COVERAGE                                  |           | NAIC #        |
|   |   |             |               |  | INSURE           | RA:The Tra                 | velers Inde                | emnity Company                                  |           | 25658         |
| INSURED   |   |             |               | INSURER B : Travelers Property Casualty Company of America   |                  |                            |                            | 25674   |           |               |
|   | McKinstry Co. LLC   |             |               |  | INSURER C:       |                            |                            |   |           |               |
| PO Box 24567  |   |             |               |  | INSURER D:       |                            |                            |   |           |               |
|   | Seattle, WA 98124-0567  |             |               |  | INSURER E:       |                            |                            |   |           |               |
|   |   |             |               |  | INSURE           | RF:                        |                            |   |           |               |
| СО  | VERAGES CER   | TIFIC       | CATE          | NUMBER:  |                  |                            |                            | REVISION NUMBER:                                |           |               |
| IN<br>C   | HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH I                    | EQUI<br>PER | REMI<br>TAIN, | ENT, TERM OR CONDITION<br>THE INSURANCE AFFOR  | N OF A           | NY CONTRAC                 | CT OR OTHER<br>ES DESCRIB  | R DOCUMENT WITH RESPE<br>ED HEREIN IS SUBJECT 1 | CT TO     | WHICH THIS    |
| INSR  |   |             | SUBR          |  | DELIVI           | POLICY EFF<br>(MM/DD/YYYY) |                            |   | 's        |               |
| A A   | X COMMERCIAL GENERAL LIABILITY  | INSD        | WVD           |  | (MM/DD/YYYY)     | (WINN/DUDITTTT)            | EACH OCCURRENCE            | \$  | 2,000,000 |               |
|   | CLAIMS-MADE X OCCUR   | Х           | v             | VTC2K-CO-5643B901-IN   | D-22             | 1/31/2022                  | 1/31/2023                  | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)    | \$        | 300,000       |
|   | χ WA Stop Gap   | ^           | _ ^           |  |                  |                            |                            | MED EXP (Any one person)                        | \$        | 10,000        |
|   |   |             |               |  |                  |                            |                            | PERSONAL & ADV INJURY                           | \$        | 2,000,000     |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  |             |               |  |                  |                            |                            | GENERAL AGGREGATE                               | \$        | 4,000,000     |
|   | POLICY X PRO-<br>JECT LOC   |             |               |  |                  |                            |                            | PRODUCTS - COMP/OP AGG                          | \$        | 4,000,000     |
| В   | AUTOMOBILE LIABILITY  |             |               |  |                  |                            |                            | COMBINED SINGLE LIMIT<br>(Ea accident)          | \$        | 2,000,000     |
|   | X ANY AUTO  |             |               | VTC2J-CAP-5643B913-T   | ΓIL-22 1/31/2022 | 1/31/2023                  | BODILY INJURY (Per person) | \$  |           |               |
|   | OWNED SCHEDULED AUTOS ONLY  |             |               |  |                  |                            |                            | BODILY INJURY (Per accident)                    | \$        |               |
|   | HIRED NON-OWNED AUTOS ONLY  |             |               |  |                  |                            |                            | PROPERTY DAMAGE<br>(Per accident)               | \$        |               |
|   | AUTOS ONET  |             |               |  |                  |                            |                            | (i di decident)                                 | s         |               |
|   | UMBRELLA LIAB OCCUR   |             |               |  |                  |                            |                            | EACH OCCURRENCE                                 | \$        |               |
|   | EXCESS LIAB CLAIMS-MADE   |             |               |  |                  |                            |                            | AGGREGATE                                       | \$        |               |
|   | DED RETENTION \$  |             |               |  |                  |                            |                            |   | \$        |               |
| Α   | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY  |             |               |  |                  |                            |                            | PER X OTH-                                      |           |               |
|   |   | N/A         |               | VTC2K-CO-5643B901-IN   | ID-22            | 1/31/2022                  | 1/31/2023                  | E.L. EACH ACCIDENT                              | \$        | 1,000,000     |
|   | (Mandatory in NH)   |             |               |  |                  |                            |                            | E.L. DISEASE - EA EMPLOYEE                      | \$        | 1,000,000     |
|   | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |             |               |  |                  |                            |                            | E.L. DISEASE - POLICY LIMIT                     | \$        | 1,000,000     |
|   |   |             |               |  |                  |                            |                            |   |           |               |
|   |   |             |               |  |                  |                            |                            |   |           |               |
|   |   |             |               |  |                  |                            |                            |   |           |               |
| RE:<br>City   | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL<br>City of Spokane Parks<br>of Spokane Parks and Recreation, its of<br>rogation applies per the attached forms/ | ficer       | rs and        | d employees are included   |                  |                            |                            | ,   | butory    | and waiver of |
| CE  | DTIEICATE HOLDED  |             |               |  | CANO             | CELL ATION                 |                            |   |           |               |
| CE  | RTIFICATE HOLDER  |             |               |  | CANC             | CELLATION                  |                            |   |           |               |
| City of Spokane Parks and Recreation<br>2304 East Mallon Ave<br>Spokane, WA 99202 |   |             |               | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                  |                            |                            |   |           |               |
|   |   |             |               | AUTHORIZED REPRESENTATIVE  |                  |                            |                            |   |           |               |

# Spokane Park Board Briefing Paper



| Committee   | Land Committee  |                    |                      |               |  |  |  |
|---|---|--------------------|----------------------|---------------|--|--|--|
| Committee meeting date  | June 1, 2022  |                    |                      |               |  |  |  |
| Requester   | Nick Hamad  |                    | Phone number: 36     | 3-5452        |  |  |  |
| Type of agenda item   | <ul><li>Consent</li></ul>   | ) Discussion       | Information          | Action        |  |  |  |
| Type of contract/agreement  | New Rene  | wal/extension (    | Amendment/change o   | order Other   |  |  |  |
| City Clerks file (OPR or policy #)  |   |                    |                      |               |  |  |  |
| Item title: (Use exact language noted on the agenda)  | Spokane County Interlocal Agreement/John H. Shields Park (no cost). |                    |                      |               |  |  |  |
| Begin/end dates   | Begins: June 9, 202   | 22 Ends:           | April 30, 2047       | Open ended    |  |  |  |
| Background/history:  Spokane City and Spokane County desire to enter into an agreement for the management, operation, maintenance and enhancement of John H. Shields Park, a city-owned park land. The agreement will grant Spokane County permission to maintain and manage the City Parks property for passive, non-motorized recreation by the public as consistent with Conservation Futures and Washington State RCO grant requirements.  The agreement includes a future annexation clause whereby the city would accept ownership of adjacent county-owned lands if the city annexes the UGA adjacent these lands. The term of this agreement is 25 years, with an optional extension for an additional 10 years.  Motion wording:  Move to approve Spokane County Interlocal Agreement for John H. Shields Park (no cost) |   |                    |                      |               |  |  |  |
| Approvals/signatures outside Parks:   Yes  If so, who/what department, agency or company: Spokane County  |   |                    |                      |               |  |  |  |
| Name: Mary Kuney  |   | knowles@spokane    | ecounty.org Phone: 1 | .509.477.2188 |  |  |  |
| Distribution:  Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:  Paul Knowles Al Vorderbrueggen   |   |                    |                      |               |  |  |  |
| Fiscal impact:   Expenditure  | Revenue   |                    |                      |               |  |  |  |
| Amount:<br>N/A  |   | dget code:<br>cost |                      |               |  |  |  |
| Vendor:   |   |                    |                      |               |  |  |  |

Updated: 10/21/2019 3:23 PM



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STEWARDSHIP
Volunteer Opportunities



# Redband Park Water Trail Access, 2018









# Redband Park Plaza, 2019

2022:
Redband Life
Cycle and
Historical
Significance
Interpretive
Signs with
Spokane Tribe





# **Major Funders**

**Spokane River Forum** 

Department of Commerce \$380,000 TC Energy \$80,000 Subtotal \$460,000

Spokane Conservation District Initial Slide Engineering

City RCO Parking, etc.

**Spokane Indians Baseball &** 

**Extreme Team**Ballfield & Building Rehab



# People's Park Water Trail Access, 2020





# Spokane River Water Trail and Centennial Trail Wayfinding



People's Park, 2021



Redband Park, 2021



# Additional Wayfinding & Interpretation



TJ Meenach 2022-23
Wayfinding and
Stormwater Interpretive



**Division Street Bridge/Centennial Trail?** 



# INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE PARKS & RECREATION OVER THE MANAGEMENT AND OPERATION OF JOHN H. SHIELDS PARK

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, through its Parks, Recreation & Golf Department, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County", and SPOKANE PARKS AND RECREATION, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Floor 5, Spokane, WA, 99201, hereinafter referred to as the "City Parks", jointly hereinafter referred to individually as a "Party" or collectively as the "Parties".

# **WITNESSETH**

**WHEREAS,** pursuant to the Revised Code of Washington ("RCW") Chapter 39.34 (Interlocal Cooperation Act) the Parties may contract with each other to perform certain functions which each may legally perform; and

**WHEREAS,** the Board of County Commissioners, pursuant to the provisions of RCW 36.32.120(6), has the care of Spokane County property and the management of Spokane County funds and business; and

**WHEREAS**, in 1986, the County acquired 13.47 acres, Assessor's Tax Parcel No. 35024.9036 ("County Parks Parcel"), to preserve public access to a popular climbing area known as "Minnehaha Rocks"; and

**WHEREAS**, City Parks owns 16.48 acres east and adjacent to the County Parks Parcel, Tax Parcel Nos. 35024.0001 and the westernmost five acres of 35013.0201, referenced in the City park land inventory as 'Upriver Park' ("City Parks Property"), which is more particularly described herein and attached hereto as Exhibit "A"; and

**WHEREAS,** together, the County Parks Parcel and City Parks Property are known as John H. Shields Park ("Shields Park"), located at 5625 E. Upriver Drive, which is depicted herein and attached hereto as Exhibit "B"; and

**WHEREAS,** the Parties have jointly adopted the 2016 Beacon Hill Trail System Preservation Plan ("Beacon Hill Plan"), prepared by Evergreen East Mountain Bike Alliance, as an advisory guide towards the future preservation, maintenance, acquisitions, and expansion of park facilities in the Beacon Hill area, including Shields Park; and

**WHEREAS,** pursuant to the Beacon Hill Plan, several parcels adjacent to Shields Park were purchased by Spokane County via Spokane County's Conservation Futures Program in 2021 with sole access to these parcels provided by Shields Park, increasing the size of said park by 70 acres; and

**WHEREAS,** the County constructed and has maintained at its sole expense for decades a parking lot and associated visitor improvements on the City Parks Property as part of Shields Park; and

WHEREAS, the Parties' staff have determined that no written agreement exists for conveying the management and maintenance responsibilities of the City Parks Property, and improvements thereon, to the County; and

**WHEREAS**, the Parties are desirous of formalizing the County's role in maintaining and managing the City Parks Property as part of Shields Park and to allow certain future improvements thereof for the benefit of Spokane County residents; and

**WHEREAS**, the Parties are therefore desirous of entering into an interlocal agreement for the long-term care and operations of the City Parks Property as part of Shields Park.

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

# **SECTION 1: PURPOSE**

This Agreement is entered into between the Parties for the purpose of use, management, operation, and enhancement of the City Parks Property, for the benefit of Spokane County residents. The City Parks Property is further described in Exhibit "A" and depicted in Exhibit "B", which are attached hereto and are herein incorporated by reference.

# **SECTION 2: TERM**

The County shall be responsible for the management and operations of the City Parks Property for a 25-year period, commencing May 1, 2022 and ending April 30, 2047, unless terminated earlier as provided in this Agreement. The County may request an additional 10-year term no less than 60 days prior to April 30, 2047, approval of which shall not be unreasonably withheld by City Parks.

# **SECTION 3: USE OF CITY PARKS PROPERTY**

The County shall use and manage the City Parks Property for passive non-motorized recreation by the public, consistent with RCW 84.34 ("Conservation Futures") and the Make Beacon Hill Public Phase 2 project as outlined in Washington State Recreation & Conservation Office grant #22-1473; and, in such manner as to preserve and / or enhance the natural resources of and recreational opportunities on the property. The County may make improvements to the City Parks Property to enhance public access and recreational opportunities, including parking lot improvement and expansion, electrical improvements, signage, restrooms, landscaping, bouldering playground and other potential improvements associated with creating a welcoming, safe, and attractive Shields Park and access to the Beacon Hill Trail System. Any proposed interpretive display, murals, sculpture, logos, or art 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.

Permission of the City of Spokane Parks and Recreation Director ("City Parks Director") shall be required for any new construction or other new physical improvement valued over \$20,000.00 on the City Parks Property, which permission shall not be unreasonably withheld. Any new physical improvement valued over \$50,000.00 on the City Parks Property shall be subject to the approval of the City of Spokane Park Board. Ownership of all improvements to the City Parks Property shall be transferred or deeded to City Parks upon termination of this Agreement.

In order to facilitate the public's safe enjoyment of the City Parks Property, the site shall be maintained in good condition and repair by the County. City Parks permission shall not be required for routine maintenance of the City Parks Property, including but not necessarily limited to noxious weed control and forest management work.

# **SECTION 4: MAKE BEACON HILL PUBLIC**

The County shall manage the City Parks Property consistent with future agreements between the Parties related specifically to the Make Beacon Hill Public project and management practices established (or as may be established) by County for Conservation Futures properties. This may include items such as the development, installation and replacement of signage to create a consistent "look" or appearance at the various public access points to the Beacon Hill Trail System, of which the City Parks Property currently provides.

# **SECTION 5: FUTURE ANNEXATION**

Unless otherwise mutually agreed upon in writing by the Parties, at such time, in the event of the City of Spokane annexing that portion of the Urban Growth Area lying north of Frederick Avenue and including the County Parks Parcel and the "Combs Property," owned by County, which includes Tax Parcel Nos. 35026.9071 and 35023.9038, City Parks hereby agrees to:

- (a) Accept ownership and sole management responsibility of the County Parks Parcel, the "Combs Property," the "Banta Property" (Tax Parcel Nos. 35024.9028 and 35024.9027) as well as accept assignment of a future conservation easement, to be held by County, on Tax Parcel No. 35021.9001. At the time of these events, all Make Beacon Hill Public County-owned parcels shall convert to City Parks ownership; and
- (b) This Agreement shall consistent with Section 6 herein.

# **SECTION 6: TERMINATION**

City Parks may provide written notice to the County in the event of the County's breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, County shall have sixty (60) days to cure the breach or non-compliance. If the County fails to cure the breach or non-compliance within such time (or as

otherwise agreed to or extended), City Parks may terminate this Agreement. Upon termination, City Parks shall have the right to: (a) to re-enter and take possession of the City Parks Property and improvements; (2) eject the County and those claiming through it or under it; and (3) remove the County's property.

County may provide written notice to City Parks in the event of City Parks' breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, City Parks shall have sixty (60) days to cure the breach or non-compliance. If City Parks fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), County may terminate this Agreement. Upon termination, County shall have the right to remove any County property or equipment from the City Parks Property.

The Parties may mutually agree to terminate this Agreement to facilitate "Future Annexation" described in Section 5 herein and establish terms and conditions for such termination outside of this Agreement.

# **SECTION 7: INDEMNIFICATION**

City Parks shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising from City Parks' use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by City Parks in or about the City Parks Property. The City Parks will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the County, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

To the extent allowed by law, the County agrees to protect, defend, indemnify, and hold harmless City Parks, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property) arising from the County's use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by the County in or about the City Parks Property. The County will not be required to indemnify, defend, or save harmless City Parks if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of City Parks, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of the Parties' employees or agents while performing work authorized under this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive with respect to the Parties only, any immunity that would otherwise be

available to the Parties against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officers, officials, employees, and agents of City Parks or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, while acting within the scope of their authority.

# **SECTION 8: INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall each maintain in effect, at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. For purposes of foregoing requirements, the Parties acknowledge that the City of Spokane

is self-insured with excess coverage for claims exceeding the City's self-insured retention.

# SECTION 9: INDEPENDENT CONTRACTOR

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or otherwise of the County shall be or shall be deemed to be an employee, agent, servant, or otherwise of City Parks for any purpose, and the employees of the County are not entitled to any of the benefits that City Parks provides for its employees. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated the County is an independent contractor with the authority to control and direct the performance and details of the work, City Parks being interested only in the results obtained; however, the work contemplated herein shall meet the approval of City Parks pursuant to the provisions of the Agreement.

No agent, employee, servant, or otherwise of City Parks shall be or shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose, and the employees of City Parks are not entitled to any of the benefits that the County provides for its employees. The City Parks will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

### **SECTION 10: DISPUTE RESOLUTION PROCEDURE**

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one party gives notice to the other by certified mail. Such notice shall identify the dispute or controversy with particularity and state that the party is commencing this Level 1 procedure to resolve the dispute. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington. Each party shall bear its own attorneys' fees and costs of any such litigation.

# **SECTION 11: ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, sublicensed, transferred, or otherwise disposed of for any reason whatsoever in whole or part without the express written consent of the Parties.

### **SECTION 12: MODIFICATION**

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

# **SECTION 13: VENUE STIPULATION**

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

# **SECTION 14: WAIVER**

No officer, employee, agent or otherwise of the County or City Parks has the power, right, or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

### **SECTION 15: NOTICES**

All notices required or permitted under this Agreement shall be in writing and served upon the Parties in person, by certified U.S. mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. Any notice in person or by electronic mail shall be effective immediately. All changes of address

shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice.

# For the County:

Spokane County Parks, Recreation & Golf Department C/O Director 404 North Havana St.
Spokane, WA 99202
dchase@spokanecounty.org

# **For City Parks:**

Spokane Parks & Recreation Department C/O Director 808 W. Spokane Falls Blvd., Floor 5 Spokane, WA 99201 gjones@spokanecounty.org

# **SECTION 16: ENTIRE AGREEMENT**

This Agreement, including the exhibits, contains all the promises, agreements, conditions, inducements and understandings between the parties relative to the City Parks Parcel; and there are no promises, agreements, conditions, inducements, understandings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein.

### **SECTION 17: SEVERABILITY**

If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

# **SECTION 18: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The County has read and understands this entire Agreement, and now states that no representation, promise, or agreement not expressed in this Agreement has been made to induce him to execute the same.

# **SECTION 19: HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

### **SECTION 20: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

# **SECTION 21: NON-DISCRIMINATION**

The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

# **SECTION 22: FORCE MAJEURE**

Neither Party shall not be considered in breach or non-compliance by reason of any failure in performance if such failure arises out of causes reasonably beyond that Party's control and without its fault or negligence. Neither Party will be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, labor disputes, or other circumstances which cannot be forecast or provided against.

# **SECTION 23: SPECIAL PROVISION**

A Party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

# **SECTION 24: REMEDIES**

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

# **SECTION 25: ANTI-KICKBACK**

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

# **SECTION 26: TIME IS OF THE ESSENCE**

Time is of the essence with respect to each and every provision of this Agreement and attached exhibits.

### **SECTION 27: RECORDS**

All public records repaired, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

### **SECTION 28: NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

# **SECTION 29: COMPLIANCE WITH LAWS**

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

# **SECTION 30: EXECUTION AND APPROVAL**

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

# **SECTION 31: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION**: See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES**: See provisions above.
- E. <u>AGREEMENT TO BE FILED:</u> City Parks shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **<u>FINANCING</u>**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 5 above.

H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

| COUNTY:                          | BOARD OF COUNTY COMMISSIONERS<br>OF SPOKANE COUNTY, WASHINGTON |
|----------------------------------|--|
| ATTEST:                          | MARY L. KUNEY, CHAIR   |
| Ginna Vasquez Clerk of the Board |  |

| CITY PARKS: |                                      |
|-------------|--------------------------------------|
|             | CITY OF SPOKANE PARKS & RECREATION   |
|             | GARRETT JONES, DIRECTOR              |
|             | JENNIFER OGDEN, PARK BOARD PRESIDENT |
| ATTEST:     | Approved as to form:                 |
| Clerk       | Assistant City Attorney              |

# EXHIBIT A

Legal Description of the City Parks Property

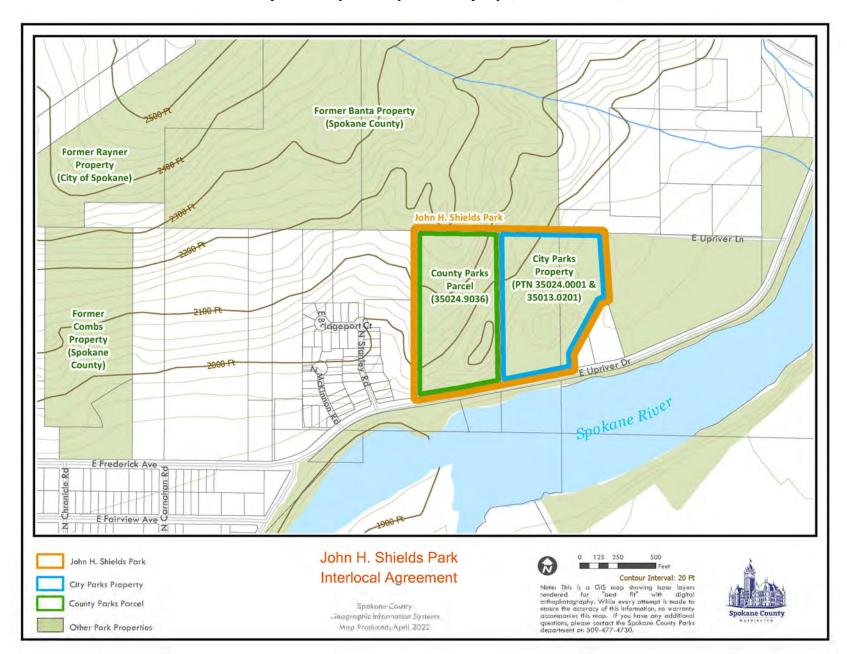
THE EAST 24 RODS OF THE SE ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 25 NORTH RANGE 43 E.W.M., EXCLUDING UPRIVER DRIVE RIGHT OF WAY TOGETHER WITH THE WESTERN 325 FEET OF PORTION OF SPOKANE COUNTY TAX PARCEL NUMBER 35013.0201.

Spokane County Tax Parcel Nos. 35024.0001 and 35013.0201 (Portion).

Situate Spokane County, State of Washington.

Exhibit A – Map Page 13 of 14

**EXHIBIT B**Map of County and City Parks Property (i.e. Shields Park)



# Spokane Park Board Briefing Paper



| Committee   | Finance  |
|---|--|
| Committee meeting date  | June 7, 2022   |
| Requester   | Jason Conley Phone number: 625-6211  |
| Type of agenda item   | ● Consent  |
| Type of contract/agreement  | New Renewal/extension Amendment/change order Other   |
| City Clerks file (OPR or policy #)  | Cross Ref: OPR 2019-0848   |
| Item title: (Use exact language noted on the agenda)  | Continuation of Parks Fleet Replacement Pilot Program  |
| Begin/end dates   | Begins: July 1, 2022 Ends: June 30, 2023 Open ended  |
| vehicles, with an average fleet age of 14. 2019 and an additional 21 in 2021 (5 wer inventory. Estimates indicate Parks will slower maintenance and operation costs. the existing fleet, prior to the pilot. Under the vehicle at a price equal or greater that and provide the estimated savings stated shortages of critical components, 2023 of Motion wording:  Approve the continuation of the Parks flenot to exceed \$145,000. | ilot program of lease to own vehicles. Parks has approximately 50 light duty 9 years of age prior to beginning this program. Parks replaced five vehicles in re lease returns) under this program and desires to replace/lease return existing save \$350,000 over 10 years in a combination of vehicle purchase savings and Parks was spending over \$150,000 per year on maintenance and repair costs for this pilot program, Parks leases each vehicle and has the opportunity to sell back in the original purchase price. Over time, this program will refresh the entire fleet I above. Due to the market volatility of new vehicles, strong resale and severe reders must be placed now, to secure 2023 vehicle delivery from the manufactures. |
| Approvals/signatures outside Parks:  If so, who/what department, agency or c  | Yes  |
| Name: Cody Bykonen  | Email address: cody.rbykonen@efleets.com Phone: (425) 917-6308   |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jason Conley Grant Management Department/Name:  |  |
| Fiscal impact:   Expenditure  | Revenue  |
| Amount:<br>\$145,000  | Budget code: Existing fleet budgets  |
| Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - O   |  |

Updated: 10/21/2019 3:23 PM

# Spokane Park Board Briefing Paper



| Committee   | Finance Committee   |  |  |  |  |
|---|---|--|--|--|--|
| Committee meeting date  | August 4, 2021  |  |  |  |  |
| Requester   | Nick Hamad Phone number: 363-5452   |  |  |  |  |
| Type of agenda item   | © Consent O Discussion O Information O Action   |  |  |  |  |
| Type of contract/agreement  | New Renewal/extension • Amendment/change order • Other  |  |  |  |  |
| City Clerks file (OPR or policy #)  |   |  |  |  |  |
| Item title: (Use exact language noted on the agenda)  | Lexicon DBA Heritage Links Change Order #4 / Downriver Golf Course Irrigation Renovation (\$50,785.21+tax). |  |  |  |  |
| Begin/end dates   | Begins: June 9, 2022 Ends: August 1, 2022 Open ended  |  |  |  |  |
| Change adds several items to the project -Adds Bid Alternate #2 - Added Heads -Adds temporary connection to existing -Adds additional valves to the irrigation -Adds Bid Alternate #1 - Rock excavati |   |  |  |  |  |
|   | Links change order #4 for the Downriver Golf Course Irrigation Renovation project                           |  |  |  |  |
| Approvals/signatures outside Parks:   | ● Yes No  |  |  |  |  |
| If so, who/what department, agency or c<br>Name: Tim Hubbard  | ompany: Lexicon DBA Heritage Links  Email address: timH@heritage-links.com Phone: 1.281.866.0909            |  |  |  |  |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:  | Mark Poirier  |  |  |  |  |
| Fiscal impact:   Expenditure  | Revenue   |  |  |  |  |
| Amount:<br>\$55,355.88  | Budget code:<br>golf capital  |  |  |  |  |
| Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - 0   |   |  |  |  |  |

Updated: 10/21/2019 3:23 PM

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

NAME OF CONTRACTOR: LEXICON DBA HERITAGE LINKS

PROJECT TITLE: DOWNRIVER GOLF COURSE IRRIGATION RENOVATION

CITY CLERK CONTRACT NUMBER: OPR2021-0222

<u>DESCRIPTION OF CHANGE</u>: <u>AMOUNT:</u>

| CO #4 - Add/Alternate #2: Added Heads & Esmeralda GC                       | \$29,468.00 |
|--|-------------|
| CO #5 - Add third 'temporary' water source for irrigation system - 4" size | \$ 6,083.00 |
| CO #6 - Add 12" isolation valve on primary water supply line               | \$ 2,500.00 |
| CO #7 - Install isolation valves on potable restroom water supply          | \$ 5,208.21 |
| CO #8 - Add/Alternate #1: Rock Excavation per cubic yard (9CY)             | \$ 1,701.00 |
| CO #9 - Added Irrigation Equipment   | \$ 5,825.00 |

\_\_\_\_\_

**TOTAL AMOUNT:** \$50,785.21

| CONTRACT SUM (EXCLUDE SALES TAX)           |                 |
|--|-----------------|
| ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES) | \$ 2,599,692.00 |
| NET AMOUNT OF PREVIOUS CHANGE ORDERS       | \$ 25,480.71    |
| CURRENT CONTRACT AMOUNT                    | \$ 2,625,172.71 |
| CURRENT CHANGE ORDER (EXCLUDES SALES TAX)  | \$ 50,785.21    |
| REVISED CONTRACT SUM                       | \$ 2,675,957.92 |

| CONTRACT COMPLETION DATE          |              |
|-----------------------------------|--------------|
| ORIGINAL CONTRACT COMPLETION DATE | June 1, 2022 |
| CURRENT COMPLETION DATE           | June 1, 2022 |
| REVISED COMPLETION DATE           | July 1, 2022 |

| Contractor's Acceptance: | Date:                   |
|--------------------------|-------------------------|
| City Approval:           | Date:                   |
| Attest:                  | City Clerk              |
| Approved as to form:     | Assistant City Attorney |

| AIA DOCUMENT ( | G701 |
|----------------|------|
| CHANGE ORDER   |      |

PROJECT:

| OWNER      | [] |
|------------|----|
| ARCHITECT  | [] |
| CONTRACTOR | X  |
| FIELD      | [] |

OTHER

[]

# CO #4 - BID ADDITIVE ALTERNATE #2 - ADDED HEADS

CHANGE ORDER NUMBER:

4

| Downriver  |  |               |         |    |            |    |             |
|--|--|---------------|---------|----|------------|----|-------------|
|  | DATE:  | 5/2/2022      |         |    |            |    |             |
| TO OWNER:  | PROJECT NO:  | 700-7403      |         |    |            |    |             |
| City of Spokane Parks & Recreation<br>808 W. Spokane Falls Blvd. | CONTRACT DATE:   | 3/11/2021     |         |    |            |    |             |
| Spokane, WA 99201  | CONTRACT FOR:  | Irrigation Re | novatio | n  |            |    |             |
|  |  |               |         |    | *          |    |             |
| The Contract is changed as follows:                              | J.W. J.  | 0 44          | YI 14   |    | . un i     | _  | m . 1       |
| Description of Work - Alternate 2 Additions                      | al Heads   | Quantity      | Units   | ·  | Init Price | -  | Total       |
| Additional Heads at Esmeralda - Alternate                        | 2  | 17            | EA      | \$ | 1,733.41   | \$ | 29,468.00   |
|  |  |               |         |    |            |    |             |
| , , ,  |  |               |         |    |            |    |             |
| Tax  |  | 1             | LS      | \$ | 2,622.00   | \$ | 2,622.00    |
| Additional Info:   |  | 1             |         |    | ,          |    |             |
| The original (Contract Sum) (Guaranteed                          | Maximum Price) was                                     |               |         | \$ |            | 2  | ,831,064.82 |
| Net change by previously authorized Chang                        | ge Orders  |               |         | \$ |            |    | 29,867.53   |
| The (Contract Sum) (Guaranteed Maximu                            | nm Price) prior to this Change Order was               |               |         | \$ |            | 2  | ,860,932.35 |
| The (Contract Sum) (Guaranteed Maximu                            |  |               |         |    |            |    |             |
|  | he amount of   |               |         |    |            |    | 32,090.00   |
| The new (Contract) (Guaranteed Maximus                           | m Price) including this Change Order will be           |               |         | \$ |            | 2  | ,893,022.35 |
| The Contract Time will be (increased) (de                        | creased) (unchanged) by                                |               |         |    |            |    |             |
| The date of Substantial Completion as of the                     |  | - ·           |         |    | 81         |    |             |
| Not valid until signed by Owner, Contractor                      | or, and Subcontractor:                                 |               |         |    |            |    |             |
| City of Spokane Parks & Recreation  OWNER                        | Heritage Links, a Division of Lexicon, Inc. CONTRACTOR | <u></u>       |         |    |            |    |             |
| 808 W. Spokane Falls Blvd.                                       | 6707 Cypress Creek Parkway                             |               |         |    |            |    |             |
| Address (Line 1)   | Address (Line 1)                                       | Address (Line | : 1)    |    |            |    |             |
| Spokane, WA 99201  | Houston, TX 77069                                      |               |         |    |            |    |             |
| Address (Line 2)   | Address (Line 2)                                       | Address (Line | : 2)    |    |            |    |             |
| By (Signature)   | By (Signature)   | By (Signature | )       |    |            | 1  | 005         |
| Typed Name   | Typed Name 5 9 21                                      | Typed Name    |         |    | ,          |    |             |
| Data   | Data   | Data          |         |    |            |    |             |

# CO #5 - THIRD 'TEMPORARY' WATER SOURCE FOR IRRIGATION SYSTEM - 4" SIZE



|      | Downriver Golf Course   |             |                |                |             |  |  |
|------|---|-------------|----------------|----------------|-------------|--|--|
|      | Attn: Nicholas Hamad  | CONTRACTOR: |                | Heritage Links |             |  |  |
|      |   | DATI        | <u> </u><br>≣: | Ma             | y 12, 2022  |  |  |
|      | Change Order: Addition of scope of work to include the following materials.       |             |                |                |             |  |  |
| ITEM | DESCRIPTION   | Quantities  | Units          | Unit Cost      | Amount      |  |  |
|      | Temporary connection made to existing backflow for city water to the course on    | 1           | EA             | \$ 6,083.00    | \$ 6,083.00 |  |  |
|      | hole #8 for additional pressure and flow for the irrigation system until the city |             |                |                |             |  |  |
|      | makes the permanent connection and the 10" backflow is installed.                 |             |                |                |             |  |  |
|      |   |             |                |                |             |  |  |
|      | SUB-TOTAL   |             |                |                | \$ 6,083.00 |  |  |
|      | PROJECT TOTAL   |             |                |                | \$ 6,083.00 |  |  |
|      |   |             |                |                | Ţ 5,000100  |  |  |
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| •     | Approval Signature | Date | - |

# CO #6- ADD ISOLATION VALVE ON PRIMARY WATER SUPPLY LINE



|        |   | A LEXICON, INC. COMPANT |       |                |        |          |
|--------|---|-------------------------|-------|----------------|--------|----------|
| D      | Downriver Golf Course   |                         |       |                |        |          |
| Α      | Attn: Nicholas Hamad  |                         | CTOR: | Heritage Links |        |          |
|        |   |                         |       |                |        |          |
|        |   | DATE                    | :     | Febru          | ary 21 | , 2021   |
|        |   |                         |       |                |        |          |
| С      | Change Order: Addition of scope of work to include the following materials. |                         |       |                |        |          |
| ITEM D | DESCRIPTION   | Quantities              | Units | Unit Cost      |        | Amount   |
|        |   |                         |       |                |        |          |
| 1 12   | 2" Gate Valve   | 1                       | EA    | \$ 2,500.00    | \$     | 2,500.00 |
|        |   |                         | EA    | \$ -           | \$     | -        |
|        |   |                         | EA    | \$ -           | \$     | -        |
|        |   |                         | EA    | \$ -           | \$     | -        |
|        | SUB-TOTAL   |                         |       |                | \$     | 2,500.00 |
|        |   |                         |       |                |        | ,        |
|        | PROJECT TOTAL   |                         |       |                | \$     | 2,500.00 |
|        |   |                         |       |                |        |          |
|        |   |                         |       |                |        |          |
|        |   |                         |       |                |        |          |

- 2. Does not include any permits.
- 5. This bid does includes material and labor cost and shipping

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY.

Given the existence of the coronavirus pandemic, Heritage Links will use its best efforts to staff and supply this project to meet the scheduled Date Approval Signature

# CO #7 - INSTALL ISOLATION VALVES ON POTABLE WATER LINES



|      | Downriver Golf Course   |            |               |             |             |
|------|---|------------|---------------|-------------|-------------|
|      | Attn: Nicholas Hamad  |            | CONTRACTOR:   |             | itage Links |
|      |   | DATI       | <br><b>=:</b> | Ma          | y 12, 2022  |
|      | Change Order: Addition of scope of work to include the following materials.               |            |               |             |             |
| ITEM | DESCRIPTION   | Quantities | Units         | Unit Cost   | Amount      |
|      | Installation of three 2" valves for the isolation of the restrooms and the drinking       | 1          | EA            | \$ 5,208.21 | \$ 5,208.21 |
|      | fountain. This will allow the winterization of the water supply line to the restrooms and |            |               |             |             |
|      | drinking fountain. This will allow the frost free hydrant to be functional.               |            |               |             |             |
|      |   |            |               |             |             |
|      | SUB-TOTAL   |            |               |             | \$ 5,208.21 |
|      | PROJECT TOTAL   |            |               |             | \$ 5,208.21 |
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|       | SUB-TOTAL          |      |   |
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|       |                    |      | _ |
|       | Approval Signature | Date |   |

# CO #8 - ADD/ALTERNATE #1: ROCK EXCAVATION PER CUBIC YARD



|      | Downriver Golf Course   |            |                |           |                |          |  |
|------|---|------------|----------------|-----------|----------------|----------|--|
|      | Attn: Nicholas Hamad  |            | CONTRACTOR:    |           | Heritage Links |          |  |
|      |   | DATI       | ]<br><b>=:</b> | М         | ay 12, 2       | 2022     |  |
|      | Change Order: Addition of scope of work to include the following materials. |            |                |           |                |          |  |
| ITEM | DESCRIPTION   | Quantities | Units          | Unit Cost |                | Amount   |  |
|      | Total cubic yards of rock removed during lateral installation               | 9          | CU YD          | \$ 189.00 | \$             | 1,701.00 |  |
|      |   |            |                |           |                |          |  |
|      |   |            |                |           |                |          |  |
|      | SUB-TOTAL   |            |                |           | \$             | 1,701.00 |  |
|      | PROJECT TOTAL   |            |                |           | \$             | 1,701.00 |  |
|      |   |            |                |           |                |          |  |
|      |   |            |                |           |                |          |  |

|    | PROJECT TOTAL                 |      | \$ |
|----|-------------------------------|------|----|
|    |                               |      |    |
|    |                               |      |    |
|    |                               |      |    |
| s: | Rock Removal on hole #7 & #8  |      |    |
| ,. | NOOK NOMOVAL ON HOLD W. C. W. |      |    |
|    |                               |      |    |
|    |                               |      |    |
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|    |                               |      |    |
| -  | Approval Signature            | Date |    |
|    | Approval digitature           | Date |    |



| ROCK EXCAVATION TRACKING   DOWNRIVER GOLF COURSE IRRIGATION 2022.05.19 |                           |            |         |                      |               |
|--|---------------------------|------------|---------|----------------------|---------------|
|  | ROCK EXCAVATION ALLOWANCE |            |         |                      |               |
| <u>ITEM</u>  | <u>UNIT</u>               | <u>QTY</u> |         | <u>UNIT PRICE</u>    | EXTENDED COST |
| ROCK CONTINGENCY / ALLOWANCE   | EA                        | 1.00       | \$      | 189.00               | \$ 189.00     |
|  |                           |            |         | TOTAL ALLOWANCE:     | \$ 189.00     |
|  | ROCK EXCAVATION           |            |         |                      |               |
| (,   | ACTUAL COST - ALTERN      | ATE 2 UNIT | PRICE E | BID)                 |               |
| <u>ITEM</u>  | <u>UNIT</u>               | <u>QTY</u> |         | <u>UNIT PRICE</u>    | EXTENDED COST |
| HOLE #1 - 2 LARGE BOULDERS   | CY                        | 2.00       | \$      | (189.00)             | \$ (378.00)   |
| HOLE #2 - 1 LARGE BOULDER  | CY                        | 1.00       | \$      | (189.00)             | \$ (189.00)   |
| HOLE #5 - 1 LARGE BOULDER  | CY                        | 1.00       | \$      | (189.00)             | \$ (189.00)   |
| HOLE #7 - 1 LARGE BOULDER  | CY                        | 1.00       | \$      | (189.00)             | \$ (189.00)   |
| HOLE #8 - 2 LARGE BOULDER  | CY                        | 2.00       | \$      | (189.00)             | \$ (378.00)   |
| HOLE #9 - 1 LARGE BOULDER  | CY                        | 1.00       | \$      | (189.00)             | \$ (189.00)   |
| HOLE #10 - 1 LARGE BOULDER   | CY                        | 1.00       | \$      | (189.00)             | \$ (189.00)   |
|  | TOTAL QTY:                | 9.00       |         | TOTAL ROCK EX. COST: | \$ (1,701.00) |

# CO #9 - ADDED EQUIPMENT INSTALLED @ DOWNRIVER GC

# **Downriver Golf Course Irrigation System Final Equipment Count May 20,2022**

| Line # | Equipment  | Bid Quantity | Installed Quantity | Difference | Unit Price | Extended  |
|--------|--|--------------|--------------------|------------|------------|-----------|
| 1      | Full circle valve in head with swing joint & wire spaced at 65'                                      | 474          | 485                | 11         | \$825      | \$9,075   |
| 2      | Part circle valve in head with swing joint and wire spaced at 65'                                    | 431          | 429                | (2)        | \$840      | (\$1,680) |
| 3      | Part circle valve in head with tail nozzle, swing joint and wire spaced at 65'                       | 170          | 171                | 1          | \$845      | \$845     |
| 4      | Part circle valve in head short radius sprinkler with swing joint and wire spaced at 40'             | 142          | 148                | 6          | \$845      | \$5,070   |
| 5      | Full circle/part circle block zone sprinkler with swing joint, spaced at 40'                         | 11           | 11                 | 0          | \$250      | \$0       |
| 6      | Hunter PGP short radius sprinkler and nozzle with swing joint, spaced at 25'                         | 20           | 0                  | (20)       | \$100      | (\$2,000) |
| 7      | Hunter MP815, MP800SR rotary stream sprinkler and nozzle with swing joint for 8',10' and 15' spacing | 14           | 5                  | (9)        | \$90       | (\$810)   |
| 8      | Quick coupling valve, furnish and install new swing joint and valve box                              | 51           | 50                 | (1)        | \$250      | (\$250)   |
| 9      | 1" Electric valve assembly for rotary stream sprinkler zones   | 6            | 3                  | (3)        | \$1,000    | (\$3,000) |
| 10     | Lateral isolation valve assembly on 4" mainline  | 92           | 94                 | 2          | \$500      | \$1,000   |
| 11     | Lateral isolation valve assembly on 6" mainline  | 77           | 78                 | 1          | \$525      | \$525     |
| 12     | Lateral isolation valve assembly on 10" mainline   | 37           | 38                 | 1          | \$550      | \$550     |
| 13     | Grounding Assembly   | 46           | 39                 | (7)        | \$500      | (\$3,500) |
| 14     | Total  |              |                    |            |            |           |

Note: The bid count was reduced by 9 full circle, 4 part circle and 4 part circle tail heads since that equipment was included in the Additive/Alternate #2 for added equipment @ Esmeralda Golf Course.

# Spokane Park Board Briefing Paper



| Committee  | Riverfront Par            | k Committee             |  |                |  |
|--|---------------------------|-------------------------|--|----------------|--|
| Committee meeting date   | June 6, 2022              |                         |  |                |  |
| Requester  | Jon Moog                  |                         | Phone number: 625-62   | 43             |  |
| Type of agenda item  | <ul><li>Consent</li></ul> | Discussion              | Information  | O Action       |  |
| Type of contract/agreement   | O New                     | Renewal/extension       | Amendment/change order   | r Other        |  |
| City Clerks file (OPR or policy #)   | 2021-0625                 |                         |  |                |  |
| Item title: (Use exact language noted on the agenda)   | Sno Valley Pro            | ocess Solution Contrac  | t Amendment (\$65,000)   |                |  |
| Begin/end dates  | Begins:                   | Ends                    | : ✓  | Open ended     |  |
| Background/history: Riverfront Park has an existing time & material agreement (NTE \$30,000/yr) with Sno Valley process Solution for seasonal support of the Ice Ribbon mechanical plant through September 2024. The contract amount is sufficient to cover seasonal start-up and shut down of the plant and minor misc repairs. A contract limit increase for 2022 is requested for additional corrective and preventive maintenance repairs. |                           |                         |  |                |  |
| <b>Motion wording:</b> Motion to approve to an amendment with 2022.  | Sno Valley Pro            | ocess Solution increase | compensation to not to exceed  | d \$65,000 for |  |
| Approvals/signatures outside Parks:  |                           | ○ No                    |  |                |  |
| If so, who/what department, agency or co   |                           |                         | 21   |                |  |
| Name:  | Email addre               | SS:                     | Phone:   |                |  |
| Distribution:  Parks – Accounting  Parks – Pamela Clarke  Requester: Jon Moog  Grant Management Department/Name:   |                           |                         |  |                |  |
| Fiscal impact:   Expenditure   | Revenue                   | 9                       |  |                |  |
| Amount:<br>\$35,000  |                           | Budget code:            |  |                |  |
| Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - C  | •                         | W-9 (for nev            | w contractors/consultants/vendor<br>for new contractors/consultants/ | vendors        |  |

Updated: 10/21/2019 3:23 PM



# CITY OF SPOKANE PARKS AND RECREATION

# **CONTRACT AMENDMENT**

Title: SCHEDULED AND ON-CALL ICE RIBBON MAINTENANCE

This Contract Amendment is made and entered into by and between the CITY OF SPO-KANE PARKS AND RECREATION as ("City"), a Washington municipal corporation, and SNO VALLEY PROCESS SOLUTIONS, INC., whose address is 3302 McDougall Avenue, Everett, Washington 98201 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City Scheduled and On-Call Ice Ribbon Refrigeration Maintenance; and

WHEREAS, a change or revision of the Work has been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

# 1. CONTRACT DOCUMENTS.

The Contract, dated October 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

### 2. EFFECTIVE DATE.

This Contract Amendment shall become effective on October 1, 2021 and shall run through September 30, 2024.

### 3. AMENDMENT.

The original Contract is revised to include the following:

Change in compensation for only year one (1).

# 4. COMPENSATION.

The City shall pay an additional amount not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00), and applicable sales tax, for year one, and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), per year thereafter, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

| SNO VALLEY PROCESS SOLUTIONS, I         | INC. CITY OF SPOKANE PARKS AND RECREATION |
|---|---|
| By                                      | By<br>Signature Date                      |
| Type or Print Name                      | Type or Print Name                        |
| Title                                   | Title                                     |
| Attest:                                 | Approved as to form:                      |
| City Clerk                              | Assistant City Attorney                   |
| Attachments that are part of this Agree | ement:                                    |
| None                                    |   |

M22-150



# **City of Spokane**

# Minor Contract Summary

**Clerk File #**OPR 2021-0625

**Cross Ref** 

**Destruct Date** 01/01/2031

Alt File #

Department Name\*

Department Project #

PARKS - RIVERFRONT/ENTERTAINMENT

**CR #** 22916

**Submitter** RMCCALL

Primary Contact KEVIN SHARRAI Primary Contact Email KSHARRAI@SPOKANECIT Y.ORG **Starting Date** 09/14/2021

# Contractor/Consultant

Name\Contractor\Firm\*

SNO VALLEY PROCESS SOLUTIONS, INC.

Contact Name

ANDREA CONTENTA

**Contact Email** 

ANDREAC@SNOVALLEYPROCESS.COM

**Address** 

3302 MCDOUGALL AVENUE

**Remittance Address** 

City, State, Zip

**EVERETT. WASHINGTON 98201** 

Remittance City, State, Zip

# **Summary of Services**

Description \*

Provide scheduled and on call maintenance services for the Numerica Ice Ribbon at Riverfront Spokane

**Special Instructions for Clerks Office** 

### **Contract Cost**

**Amount** \$30,000.00

**Budget Code\*** 

1400-54311-76810-54201-47120

Notes

\$30K ANNUALLY

Total Amount\*

\$90,000.00

**Effective Date\*** 

10/01/2021

**Expiration Date\*** 

09/30/2024

Contract Type \*

**NEW CONTRACT** 

**Park Committee** 

**RIVERFRONT** 

If new vendor, W-9 and ACH form has been submitted to Accounting\*

Quotes (per Purchasing Policy to be kept on file in Dept.)\*

YES

Insurance Certificate (attach to the contract)\*

YES

City Business Registration (attach verification that a current business license number exists)\*
YES

DocuSign Envelope ID: 22E97780-9EF2-42A8-918B-B02F49040272

Requires Internal Risk Assessment Review\*

NO

If Public Works Contract, Contractor has been notified of State Law requirements.\*

YES

Grant Related (If the contract is grant related, the Grants Management Department must approve)\*

NO

Is this a Lease?\*

NO

# **Electronic Approvals**

Accountant for Review\*

MQURESHI

**Additional Review (Optional)** 

Accountant Date
QURESHI, MEGAN 09/14/2021

Department HeadDateMOOG, JONATHAN09/14/2021

Division Head
JONES, GARRETT

Date
09/14/2021

Grants (If applicable)

# **Distribution List**

 Contractor Email
 Contract Accounting Email

 andreac@snovalleyprocess.com
 parksaccounting@spokanecity.org

Date

Dept Contact EmailTaxes and Licenses Emailksharrai@spokanecity.orgtax&licenses@spokanecity.org

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City Clerk's No. 2021-0625



# City of Spokane Parks and Recreation Department

# Preventative Maintenance AGREEMENT

Title: SCHEDULED AND ON-CALL ICE RIBBON MAINTENANCE

This Agreement is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and SNO VALLEY PROCESS SOLUTIONS, INC., whose address is 3302 MCDOUGALL AVENUE, EVERETT, WA. 98201, as ("Contractor") individually hereafter referenced as a "party", and together as the "parties", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Scheduled and On-Call Ice Ribbon Refrigeration Maintenance; and

WHEREAS, the Contractor was selected through PW ITB 5502-21.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

# 1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2021, and ends on September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .

### 2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

### SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in PW ITB 5502-21, which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### 4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS** (\$30,000.00), per year, plus applicable tax, in accordance with the hourly rates stated in Attachment, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the City Clerk File No. "OPR 2021-0625" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

# 5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

### 6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. For contracts in excess of \$10,000, the Contractor and each subcontractor required to

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pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

#### 7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### 8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

#### 9. INDEMNIFICATION.

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

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#### 10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

#### 12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or

responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### 13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### 14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

#### 15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

#### 16. ANTI KICK-BACK.

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

#### 17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

#### 18. DEBARMENT AND SUSPENSION.

The Contractor 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.

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#### 19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### 20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public*

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**SNO VALLEY PROCESS** 

**records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**CITY OF SPOKANE** 

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

| SOLUTIONS, INC.   | PARKS AND RECREATION                                 |  |  |  |
|---|--|--|--|--|
| By Andrea Contenta Signature 97EF82244B1 Date 10/4/2021 | By Garret Jones Signature 68E7AE074B0 Date 10/4/2021 |  |  |  |
| Andrea Contenta   | Garrett Jones  |  |  |  |
| Type or Print Name                                      | Type or Print Name                                   |  |  |  |
| President/CEO   | Director, Parks and Recreation                       |  |  |  |
| Title   | Title  |  |  |  |
| Attest:   | Approved as to form:                                 |  |  |  |
| DocuSigned by:  | Docusigned by:<br>Timothy Szambulan                  |  |  |  |
| City Clerk  | AssistantsCity3Attorney                              |  |  |  |

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#### Attachments that are part of this Agreement:

Attachment A – Debarment Certification
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – PW ITB 5502-21

M21-176



- DS

Revised 02-05-2021

#### **ATTACHMENT A**

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and.
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

| Sno Valley Process Solutions, Inc.  Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print)                                     |
|--|---|
| Andrea Contenta  Name of Certifying Official (Type or Print)  President/CEO                        | Docusigned by:  Undrea Contenta  Signature 97EF82244B1  10/4/2021 |
| Title of Certifying Official (Type or Print)   | Date (Type or Print)  |

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#### Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date  $\frac{10/4/2021}{2000}$ , the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

| Sno valley Proce                       | ess Solutions, Inc.   |            |
|--|---|------------|
| Bidder's Business Na<br>DocuSigned by: | me  |            |
| andrea (ontent                         | a   |            |
| SignFattoreFoot4Atuthoris              | zed Official*   |            |
| Andrea Contenta                        |   |            |
| Printed Name                           |   |            |
| President/CEO                          |   |            |
| Title                                  |   |            |
| 10/4/2021                              | Everett   | Washington |
| Date                                   | City  | State      |
| Check One:                             |   |            |
| · · · · · · · · · · · · · · · · · · ·  | Partnership □ Joint Venture □ Corpor<br>rif not a corporation, State where business |            |
| Washington                             |   |            |
| If a co-partnership, give f            | irm name under which business is transact   | :ed:       |
| N/A                                    |   |            |
|  |   |            |

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\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

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#### ATTACHMENT C

#### Scope:

- Perform daily inspections and operational adjustments to the Mechanical Refrigeration system for the Ice Ribbon. (Either in-person or remotely). At least one inspection to be conducted on-site each week during active operation (Nov-March 15 approx.).
- Coordinate chemical test of brine supply and condenser water treatment monthly while in operation. (a separate company is contracted for the condenser water treatment)
- Monitor system remotely and respond to any emergency situations
- Perform complete start-up of the system plant (estimated timeframe Nov 1-Nov 15).
- Perform complete shut-down of the system plant at end of season (March 1-15).
- Monitor system in the off season. Cycling Brine system at recommended frequency.
- In the event of equipment failure, piping issues, valve issues, seals, etc., it is expected that repairs will be covered per the time and material quotes.

#### <u>Description of Service to be Provided</u>

Scope to include a predictive/preventative maintenance program for the mechanical cooling equipment listed, proper inspection, maintenance, and diagnosis of the equipment that provide refrigeration for the Ice Ribbon Facility.

The successful company will provide a comprehensive maintenance program that will ensure peace of mind during critical operation times of the equipment.

- YEARLY plant startup and plant shutdown visits will be performed each year. The startup service will prepare and initially start the plant operation, and the shutdown service will prepare the plant for dormant plant conditions.
- WEEKLY preventative maintenance visits to be performed each week on listed equipment during operational period from November through Mid-March (depending on weather conditions) of each operating season.
- DAILY operational checks will be performed on the listed equipment during the operational period from November through Mid-March of each operating season via remote access server.
- All maintenance visits will be coordinated with appropriate jobsite personnel to determine the best and most convenient time to service the listed equipment, which aims to reduce the impact to end users.
- All maintenance will be performed according to manufacturer recommendations and standard field determined needs.

• Riverfront Staff will be involved with progress updates, unit status, identified deficiencies, and determination of best course of action for quick and swift resolution of any issues pertaining to equipment.

#### **List of Equipment**

Professional grade maintenance services will be performed on the listed air conditioning equipment below, in accordance with the scope of work listed later in this agreement.

| EQUIPMENT TYPE           | MANUFACTURER       | MODEL #   | SERIAL #  | RATING |
|--------------------------|--------------------|-----------|-----------|--------|
| Ice Plant System         | CIMCO              | A1200137  | N/A       |        |
| Reciprocating Compressor | CIMCO              | C9-04A    | 17571     |        |
| Reciprocating Compressor | мусом              | N4MII     | 4110582   |        |
| Cooling Tower            | Baltimore Air Coil | CVHE-032F | L84L23270 |        |

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#### **Additional Requested Services**

- Provide yearly ammonia testing for moisture, suspended solids, etc.—and furnish report one time per agreement year.
- Provide all required ammonia alarm testing and reporting as required by the Authority Having Jurisdiction (AHJ).
- Provide yearly brine testing for corrosion inhibitor levels, suspended solids, etc. -- and furnish report one time per agreement year.
- Monitor plant for mechanical and ammonia alerts and alarms. Provide 24/7/365 emergency response. On site labor to be additional at discounted agreement holder rates.
- Monitor system in off season. Provide bi-weekly cycling of brine pumps, check mechanical room integrity and temperatures.
- In the event of chemical discharge or release coordinate all required cleanup, disposal, and reporting to all AHJ.
- Contractor will coordinate any possible warranty repair work with appropriate parties.

#### Annual Preventive Maintenance & Inspection Program For Ammonia Ice Rink and Ribbon Facilities

#### **ANNUAL STARTUP INSPECTION AND MAINTENANCE SERVICE**

The following tasks are performed once each year during a shutdown period in order to properly evaluate equipment status and prepare unit for reliable operations:

- Check static oil level in each compressor
- Check each compressor oil heater for proper operation
- Check and verify each compressor coupling for bolt tightness
- Check oil level in oil separator vessel near evaporator
- Check oil separator at evaporator and verify heater is working correctly
- Check each motor starter (VSD/Soft Start) for proper cooling fan operation, and all electrical connections for integrity
- Record standby main and control voltages
- Review the Control Panel for setpoints, settings, history buffer
- Review pressure gauge and temperature thermometer accuracy
- Review water treatment system and coordinate with separately contracted company to ensure proper treatment, dosing, conductivity, etc.

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- Check cooling tower to include direct drive or belt driven fans, blades, motors
- Check for proper cooling tower makeup water circuit operation

- Check all plant water pumps, to include cooling tower, brine, ice melt, etc. Check for noisy bearings, proper coupling tightness, leaks, insulation, etc.
- Provide "additional listed services" as listed, such as Ammonia testing, Brine testing, etc.
- Check and verify Ammonia Leak Detection System
- Startup plant
- Verify all operating conditions, head pressures, zone brine temperatures, etc. This is a multiple day service in which the plant is operated and adjusted for exact outside temperatures and conditions
- Check for proper heat transfer at the evaporator, condenser and each zone.
- Check unloader operation (mechanical, electrical, or motor drive).
- Check operation of evaporator level control system and operating ammonia level in evaporator.
- Provide report on all finding, recommended corrective actions, and repair as necessary.

#### **SHUTDOWN SERVICE**

The following tasks prepare the equipment for dormant and intermittent operation:

- Pump down ammonia system to acceptable levels and pressures
- Shut down and drain cooling tower, makeup water, etc. to prevent off season damage
- Shut down brine system.
- Check all compressor heaters for proper operation
- Change compressor oil in each compressor.
- Change compressor oil filter in each compressor
- Shut down water treatment season (condenser water)
- Check for proper mechanical room ventilation operation, heater operation
- Check for proper Ammonia Detector operation
- Visually check for oil, refrigerant, and brine leaks in entire plant.
- Grease/lubricate all motor bearings to be prepared for next season startup.

#### **OPERATING SEASON INSPECTIONS**

The following inspection items ensure the unit is operating reliably and efficiently through the operating season:

- Check the general condition and operation of the unit/system
- Check for proper oil levels and refrigerant charge
- Check the oil temperature and oil sump heater operation
- Check the operation of all controls
- Visually check for oil, refrigerant, brine or water leaks
- Check operation of Variable Speed Drive
- Check full load operation (when available), including proper cooler approach, condenser subcooling, amp draw and tonnage

- Review control panel history and alarm buffer, investigating root-cause and corrective action
- Check oil return system and effectiveness of oil return
- Blow down excess oil as necessary and add oil as necessary to equipment.
- Check and verify receiver ammonia level
- Check and verify operation of refrigerant level control at evaporator
- Log machine operating conditions
- Provide service report for each inspection performed

#### **DORMANT SEASON INSPECTIONS**

The following inspection items ensure the unit/system is operating reliably and efficiently through the operating season:

- Check the oil temperature and oil sump heater operation.
- Visually check for oil, refrigerant, brine or water leaks.
- Check and verify receiver ammonia level.
- Cycle Brine pumps as necessary.
- Provide service report for each inspection performed.

#### **GENERAL TASKS**

The following tasks are performed at each visit to properly service the equipment:

- Equipment consultation with the operator to review operating conditions
- Review operating procedures and owner's log with operator
- Log operating conditions after the system and unit/system is stabilized.
- Provide a complete report to owner with any recommendations for repairs or unit upgrading with a formal proposal prior to completing work
- Repair insulation removed for inspection and maintenance procedures
- Clean equipment and surrounding areas upon completion of work.

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#### **Bid Response Summary**

Bid Number PW ITB 5502-21

Bid Title Scheduled and On Call Ice Ribbon Maintenance

Due Date Tuesday, August 31, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

Company keith@snovalleyprocess.com

Submitted keith@snovalleyprocess.com keith@snovalleyprocess.com - Tuesday, August 31, 2021 11:30:08 AM [(UTC-08:00) Pacific Time (US &

By Canada)]

keith@snovalleyprocess.com

Comments

#### Question Responses

| Group        | Reference Number     | Question  | Response                                     |
|--------------|----------------------|---|--|
| Default Item |                      |   |  |
| Group        |                      |   |  |
|              | D. 4.01/0.D.01.U.D.  | The City of Spokane is seeking a contractor for Scheduled   |  |
|              | BACKGROUND           | and On Call Ice Rink Maintenance services for the City of   | I acknowledge and agree                      |
|              |                      | Spokane Parks & Department.   |  |
|              | CONTRACTOR'S         | The Contractor by making its Bid represents that it has read  | I acknowledge and agree                      |
|              | REPRESENTATION       | and understands the specifications.   |  |
|              |                      | Contractor must have a minimum of three (3) Ammonia   |  |
|              | OLIAL IFICATION      | Refrigeration Technicians on staff during the duration of the   | Look poulodes and agree                      |
|              | QUALIFICATION        | contract that is awarded from this PW ITB. Each technician  | I acknowledge and agree                      |
|              |                      | must have extensive experience with ICE RINK type of  |  |
|              |                      | work and Ammonia Refrigeration.   |  |
|              | OLIAL IEICATION      | Upload Resume's for the Ammonia Refrigeration   | Sno/alloyPooumo BibbonAllToobs2021 n         |
|              | QUALIFICATION        | Technicians you have on staff and that will be working on this contract.  | SnoValleyResume_RibbonAllTechs2021.p         |
|              |                      |   |  |
|              | QUALIFICATION        | Contractor must demonstrate experience in correlating Ammonia Refrigeration with maintenance of Ice surface and | I acknowledge and agree                      |
|              | QUALIFICATION        | slab temperatures.  | i acknowledge and agree                      |
|              |                      | · · · · · · · · · · · · · · · · · · ·   |  |
|              |                      | Contractor must furnish (upload here) a minimum of three (3) references to include name, telephone number and   |  |
|              | QUALIFICATION        | email address of customer contact from other clients and  | PivorfrontPark PastPorformancol ist2021      |
|              | QUALIFICATION        | any Ice Rink type clients for reference in Eastern  | RiverfrontPark_PastPerformanceList2021.      |
|              |                      | Washington/Idaho region.  |  |
|              |                      | washington/idano region.  | 1-877-SNO-VALY is our 24 hr, 365 day a y     |
|              |                      |   | contact emergency phone number. Caller i     |
|              |                      |   | to state they are with the City of Spokane a |
|              |                      |   | have an emergency call. They are to leave    |
|              |                      |   | their name and call back number. A           |
|              |                      |   | technician is contacted and a return call is |
|              |                      | Contractor must have a 24/7/365 answering service and   | usually placed to the caller within 30 minut |
|              | QUALIFICATION        | call out procedure. Provide telephone number and process  | 1 hour at the latest. Additionally, each     |
|              |                      | here.   | mechanic assigned to this contract will lea  |
|              |                      |   | their contact number with the equipment a    |
|              |                      |   | POC for the maintenance department of the    |
|              |                      |   | Riverfront Park Ice Ribbon to contact        |
|              |                      |   | 24/7/365 directly with any questions or      |
|              |                      |   | concerns.                                    |
|              |                      | Award of Contract, when made by the City, will be to lowest   |  |
|              | AMARD OF             | responsive responsible bidder based on rates and most   |  |
|              | AWARD OF<br>CONTRACT | favorable service completion timeline through the end of  | I acknowledge and agree                      |
|              | CONTRACT             | April, 2022. Unsuccessful Contractors will not automatically  |  |
|              |                      | be notified of results.   |  |
|              |                      | Contract renewals or extensions may be initiated by the   |  |
|              | CONTRACT             | City of Spokane, subject to mutual agreement. This contract   | I acknowledge and agree                      |
|              | RENEWALS             | may be renewed for one (1) one-year option with the total   | i acknowledge and agree                      |
|              |                      | contract period not to exceed four (4) years .  |  |
|              | <u> </u>             | Within ten (10) days of contract award, the Contractor shall  |  |
|              | EXECUTION OF         | sign and return to the City an executed copy of the contract  | I acknowledge and agree                      |
|              | CONTRACT             | and approved evidence of insurance unless otherwise   | . doiomiougo and agroc                       |
|              |                      | mutually agreed by the City and Contractor.   |  |

|                              | GUARANTEE                            | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.  | I acknowledge and agree   |
|------------------------------|--------------------------------------|---|---|
|                              | INVOICING                            | Invoices must be submitted to Parks & Darks & | I acknowledge and agree   |
|                              | PAYMENT                              | Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.  | I acknowledge and agree   |
|                              | REJECTION OF<br>BIDS                 | The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.  | I acknowledge and agree   |
|                              | CONTRACTOR<br>REGISTRATION           | The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.  | I acknowledge and agree   |
|                              | COMPLETION<br>TIME                   | Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.   | I acknowledge and agree   |
|                              | EMPLOYEES PER<br>JOB                 | Please indicate how many employees the contractor feels is standard to perform each job.  | Standard employee numbers for this scope of work is 2 employees for shutdown and startus ervice depending on task, and one employee for dormant and operational inspections |
|                              | LIQUIDATED<br>DAMAGES                | If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.  | I acknowledge and agree   |
|                              | CONTRACTOR<br>CONTACT<br>INFORMATION | Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.  | Keith Envolsen, (509) 710-0500<br>keith@snovalleyprocess.com  |
|                              | EXCEPTIONS                           | If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.  If you have additional information/documents to submit,   |   |
|                              | INFORMATION                          | upload them here.   |   |
| PUBLIC WORKS<br>REQUIREMENTS |                                      | The work under this contract is along if all a marking  |   |
|                              | Α.                                   | The work under this contract is classified as routine maintenance under state law.  | I acknowledge and agree   |
|                              | 1.                                   | A payment/performance bond is NOT required Statutory retainage is NOT required  | I acknowledge and agree I acknowledge and agree   |
|                              |                                      | -   |   |

| В. | Prevailing Wage  | Yes                     |
|----|--|-------------------------|
|    | The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in   |                         |
| 1. | accordance with the provisions of Chapter 39.12 of the<br>Revised Code of Washington (RCW) and the rules and<br>regulations of the Washington State Department of Labor  | I acknowledge and agree |
|    | and Industries (L & I).  |                         |
|    | The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.  Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelvemonth period of the unit priced contract. (RCW 35.22.620)  Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages   |                         |
| 2. | adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as | I acknowledge and agree |
|    | appropriate.   | Vos                     |
| C. | Apprenticeship   | Yes                     |
| 1. | If apprentices are to be used, they must be registered with<br>the State Apprenticeship Council; otherwise, they are to be<br>paid State prevailing journeyman wages.  | I acknowledge and agree |
| D. | Statement of Intent  | Yes                     |
| 1. | The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).  | I acknowledge and agree |
| E. | Filing Fees  | Yes                     |
| 1. | The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & D.  | I acknowledge and agree |
| F. | Department of Labor and Industries' Public Works and Prevailing Wage Training  | Yes                     |

|                           | 1.                             | As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020  | I acknowledge and agree   |
|---------------------------|--------------------------------|--|---|
|                           | EXCEPTIONS                     | If you marked "I do not acknowledge and agree" on any of<br>the areas above, explain here what you are taking<br>exception to.   |   |
| GENERAL<br>CONDITIONS     |                                |  |   |
|                           | #1                             | Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.   | I acknowledge and agree   |
|                           | EXCEPTIONS                     | If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.  |   |
| TECHNICAL<br>REQUIREMENTS |                                | ,  |   |
|                           | Performance                    | Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and | I acknowledge and agree   |
|                           | Scope of Work                  | interpretation of the scope of work shall be made upon this basis.  The Contractor acknowledges that he has read and understands the document entitled "PW ITB #5502-21 Scope of Work" in the Documents tab.   | I acknowledge and agree   |
|                           | Scope of Work                  | Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.   | I acknowledge and agree   |
|                           | Scope of Work                  | The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.   | I acknowledge and agree   |
|                           | Scope of Work                  | The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Bid Section below for the actual repair performed.   | I acknowledge and agree   |
|                           | Service Completion<br>Timeline | Specify the standard number of calendar days required to complete projects from Notice to Proceed  | If this is in regards to the preventative maintenance related to this RFP, it would the duration of the contract period since the work is spread out over the duration of the contract. Regarding addional, unforseen repairs, it is a case by case review. |
|                           | Professionalism                | Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.  | I acknowledge and agree   |
|                           | Pricing                        | Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.  | I acknowledge and agree   |
|                           | Non-Emergency<br>Calls         | Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 7 calls per year that could result in an estimated annual total of 14 hours more or less. (These numbers are just estimates for evaluation purposes)   | I acknowledge and agree   |

|  | Emergency Calls                               | Emergency calls, contractor shall be onsite within 1 hour of notification. On average it is estimated that there is 3 Emergency calls per year that could result in an estimated  | I acknowledge and agree            |        |
|--|---|---|------------------------------------|--------|
|  |   | annual total of 6 hours more or less. (These numbers are just estimates for evaluation purposes)  |                                    |        |
| BID  |   | ,   |                                    | $^{+}$ |
|  | Bid Offer                                     | We are using 10 - 2 hour calls for evaluating purposes – 70% are non-emergency calls and 30% emergency calls.   | I acknowledge and agree            | T      |
|  | Straight Time Rate                            | Hourly Rate -   | \$195.00                           | Τ      |
|  | Overtime Rate                                 | Hourly Rate -   | \$275.00                           | Τ      |
|  | Holiday Rate                                  | Hourly Rate -   | \$340.00                           | Τ      |
|  | Emergency Work<br>Rate\After Straight<br>Rate | Hourly Rate -   | \$275.00                           |        |
|  | Material Cost                                 | Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane. Cost plus   | 25%                                |        |
|  |   | percent   |                                    |        |
|  | Material Cost                                 | (Percent Markup 1.00 + 0.00%) x \$55,000.00 =   | \$68,750.00                        | +      |
|  | Material Cost                                 | (Example 1 + .15% markup x \$55,000.00 = \$63,250)<br>\$55,000 is only an estimate being used for evaluation<br>purposes  | Yes                                |        |
|  | Addenda                                       | Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.   | none                               |        |
|  | Withdrawal of Bid                             | The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.   | I acknowledge and agree            |        |
|  | Subcontractors                                | Download and complete the Subcontractor List in the "Documents" tab and upload it.  | Subcontractor List under \$1M.docx |        |
| CONTRACTOR<br>RESPONSIBILITY                         |   |   |                                    | T      |
|  | #1  | Provide Washington State Contractor's Registration No.  | SNOVAVP942DW                       | T      |
|  | #2  | Provide Contractor's U.B.I. Number  | 602495989                          | T      |
|  | #3  | Provide Contractor's Washington Employment Security Department Number   | 342660 00 9                        |        |
|  | #4  | Provide Contractor's Washington Excise Tax Registration Number  | 602 495 989                        |        |
|  | #5  | Provide Contractor's City of Spokane Business Registration Number   | T12074436BUS                       |        |
| CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS |   |   |                                    |        |
|  | #1  | The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. | I acknowledge                      |        |



2420 38<sup>th</sup> Street, Suite A Everett, WA 98201 877.SNO.VALY (766.8259) Affiliations: MSCA, IIAR, ACCA

| Job Title:                                       | HVAC/Refrigeration<br>Technician | Name:                                 | Keith Envolsen |
|--|----------------------------------|---------------------------------------|----------------|
| Department/Group: HVAC Division                  |                                  | Years of Experience:                  | 25 Years       |
| HR Contact Informatio                            | n:                               |                                       |                |
| FAX OR E-MAIL:                                   |                                  | Mail:                                 |                |
| (425) 259-3174 or c.paschal@snovalleyprocess.com |                                  | Cherie Paschal                        |                |
| Subject Line:                                    |                                  | Sno Valley Process Solutions, Inc.    |                |
| Attention: HR Department                         |                                  | 2420 38 <sup>th</sup> Street, Suite A |                |
|  |                                  | Everett, WA 98201                     |                |
|  |                                  |                                       |                |

#### **WORK EXPERIENCE**

Keith Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including:

- Maintain, troubleshoot and repair various chilled water and control systems:
  - Preventative maintenance inspections
  - Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers
  - Chiller start-up and commissioning as York factory representative for 7 years
  - Chiller start-up and commissioning as Carrier factory representative for 3 years
  - Chiller start-up and commissioning as SMARDT local representative (Current)
- Design and implement custom maintenance programs for customers with Federal requirements including:
  - CH2M Hill Plateau Remediation
  - General Services Administration (GSA)
  - USACE
  - US Department of Energy

#### **QUALIFICATIONS AND EDUCATION**

- UA Local 32 Plumbers & Pipefitters 5 year Apprenticeship Program
- (2) Year Associates Degree in Refrigeration and Thermodynamics
- York Factory Trained
- EPA Certification (Universal)
- 7 years work experience at York International performing installation, service and repair of centrifugal, scroll and screw chillers
- 3 years work experience at Carrier performing installation, service and repair of centrifugal, scroll and screw chillers
- 15 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.

| Reviewed By:     | Andrea Contenta | Date:      | January 3, 2021 |
|------------------|-----------------|------------|-----------------|
| Last Updated By: | Andrea Contenta | Date/Time: | January 3, 2021 |



2420 38<sup>th</sup> Street, Suite A Everett, WA 98201 877.SNO.VALY (766.8259) Affiliations: MSCA, IIAR, ACCA

| Job Title:                                       | HVAC/Refrigeration<br>Technician | Name:                                 | Russ Johnson |
|--|----------------------------------|---------------------------------------|--------------|
| Department/Group: HVAC Division                  |                                  | Years of Experience:                  | 30 Years     |
| HR Contact Informatio                            | n:                               |                                       |              |
| FAX OR E-MAIL:                                   |                                  | Mail:                                 |              |
| (425) 259-3174 or c.paschal@snovalleyprocess.com |                                  | Cherie Paschal                        |              |
| Subject Line:                                    |                                  | Sno Valley Process Solutions, Inc.    |              |
| Attention: HR Department                         |                                  | 2420 38 <sup>th</sup> Street, Suite A |              |
|  |                                  | Everett, WA 98201                     |              |
|  |                                  |                                       |              |

#### **WORK EXPERIENCE**

Russ Johnson has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including:

- Maintain, troubleshoot and repair various chilled water and control systems:
  - Preventative maintenance inspections
  - Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers
  - Chiller start-up and commissioning as Daiken/McQuay factory representative for 6 years
- Design and implement custom maintenance programs for customers with Federal requirements including:
  - Battelle Northwest
  - General Services Administration (GSA)
  - US Department of Defense Air Force

#### **QUALIFICATIONS AND EDUCATION**

- UA Local 32 Plumbers & Pipefitters 5 year Apprenticeship Program
- (2) Year Certificate in Refrigeration and Thermodynamics
- Daiken/McQuay Factory Trained
- EPA Certification (Universal)
- 6 years work experience at Daiken/McQuay performing installation, service and repair of centrifugal, scroll and screw chillers
- 6 years work experience at Haynes Mechanical performing installation, service and repair of centrifugal, scroll and screw chillers
- 5 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.

•

| Reviewed By:     | Andrea Contenta | Date:      | January 3, 2021 |
|------------------|-----------------|------------|-----------------|
| Last Updated By: | Andrea Contenta | Date/Time: | January 3, 2021 |



2420 38<sup>th</sup> Street, Suite A Everett, WA 98201 877.SNO.VALY (766.8259) Affiliations: MSCA, IIAR, ACCA

| Job Title:                     | HVAC/Refrigeration<br>Technician | Name:                                 | Jack Envolsen |  |  |  |
|--------------------------------|----------------------------------|---------------------------------------|---------------|--|--|--|
| Department/Group:              | HVAC Division                    | Years of Experience:                  | 3 Years       |  |  |  |
| HR Contact Informatio          | n:                               |                                       |               |  |  |  |
| FAX OR E-MAIL:                 |                                  | Mail:                                 |               |  |  |  |
| (425) 259-3174 or <u>c.pas</u> | schal@snovalleyprocess.com       | Cherie Paschal                        |               |  |  |  |
| Subject Line:                  |                                  | Sno Valley Process Solutions, Inc.    |               |  |  |  |
| Attention: HR Departm          | nent                             | 2420 38 <sup>th</sup> Street, Suite A |               |  |  |  |
|                                |                                  | Everett, WA 98201                     |               |  |  |  |
|                                |                                  |                                       |               |  |  |  |

#### **WORK EXPERIENCE**

Jack Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including:

- Maintain, troubleshoot and repair various chilled water and control systems:
  - Preventative maintenance inspections
  - Chiller overhauls including centrifugal, screw, recip, and scroll chillers
  - Heat Exchanger Tube Replacement on Ammonia Evaporators
  - Brine, Chilled Water, and Condenser Water Pump Impeller and Shaft Seal Replacement.
  - Laser Shaft Alignment of various motors to compressors and pumps.
  - Experience with remote call out and monitoring services.

#### **QUALIFICATIONS AND EDUCATION**

- UA Plumbers and Pipefitters MES Program
- EPA Certification
- 3 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.

| Reviewed By:     | Andrea Contenta | Date:      | August 28, 2021 |
|------------------|-----------------|------------|-----------------|
| Last Updated By: | Andrea Contenta | Date/Time: | August 28, 2021 |



#### **Riverfront Park - Past Performance List Similar Contracts 2021**

Below is a list of similar maintenance and repairs contracts the Sno Valley Process Solutions has been involved with in this region for your information and records:

**Riverfront Park** 

Contact Information
Kevin Sharrai
Maintenance Lead
K.Sharrai@spokanecity.org
(509) 934-0505

#### **Eastern Washington University**

Contact Information
David Early
Director, Recreation and Athletic Facilities
dearly@ewu.edu
(509) 359-2308

**Spokane Arena** 

Contact Information
Bill Poffenroth
Lead Engineer
bpoffenroth@spokanepfd.org
(509) 990-6767

**Frontier Ice Arena** 

Contact Information Vince Hughes Lead Engineer info@kyro.org (509) 990-1626

#### SUBCONTRACTOR LIST

PROJECT NAME: Riverfront Park Ice Ribbon Ammonia Plant Maintenance

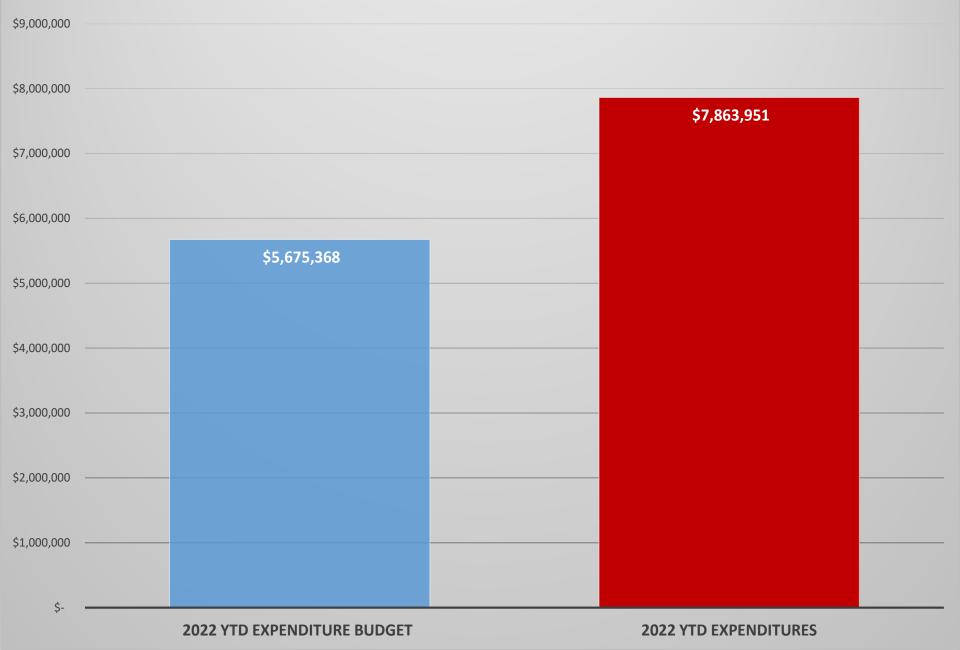
IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

| CONTRACTOR/SUPPLIER                              |
|--|
| TYPE OF WORK/BID ITEM                            |
| AMOUNT   |
| CONTRACTOR'S REGISTRATION NO                     |
| CONTRACTOR/SUPPLIER                              |
| TYPE OF WORK/BID ITEM                            |
| AMOUNT   |
| CONTRACTOR'S REGISTRATION NO.                    |
| CONTRACTOR/SUPPLIER                              |
| TYPE OF WORK/BID ITEM                            |
| AMOUNT   |
| CONTRACTOR'S REGISTRATION NO.                    |
| CONTRACTOR/SUPPLIER                              |
| TYPE OF WORK/BID ITEM                            |
| AMOUNT   |
| CONTRACTOR'S REGISTRATION NO.                    |
|  |
| X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT |

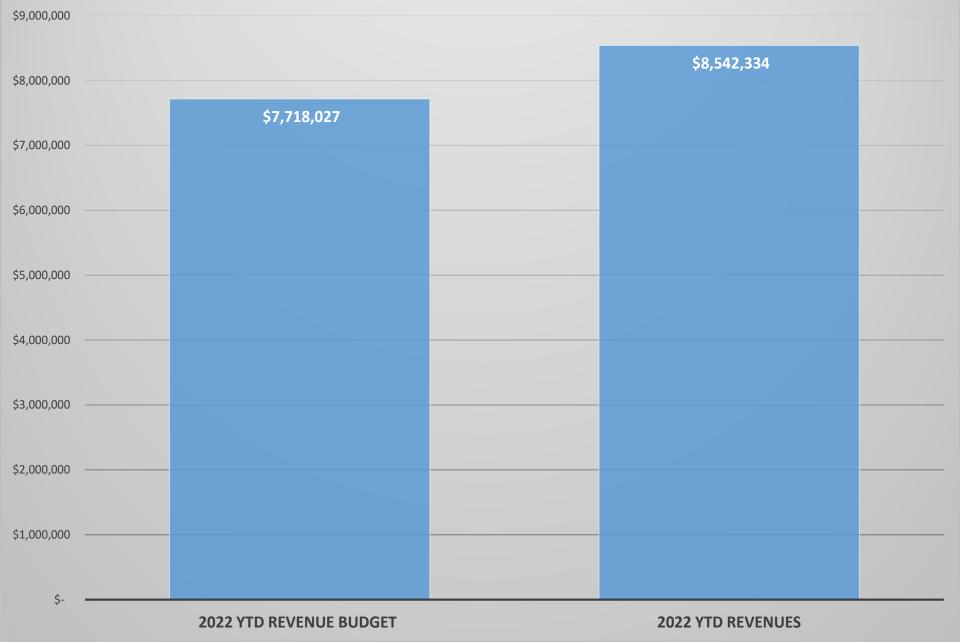
# City of Spokane PARKS PARKS PRECREATION

Financial Reports
May 2022

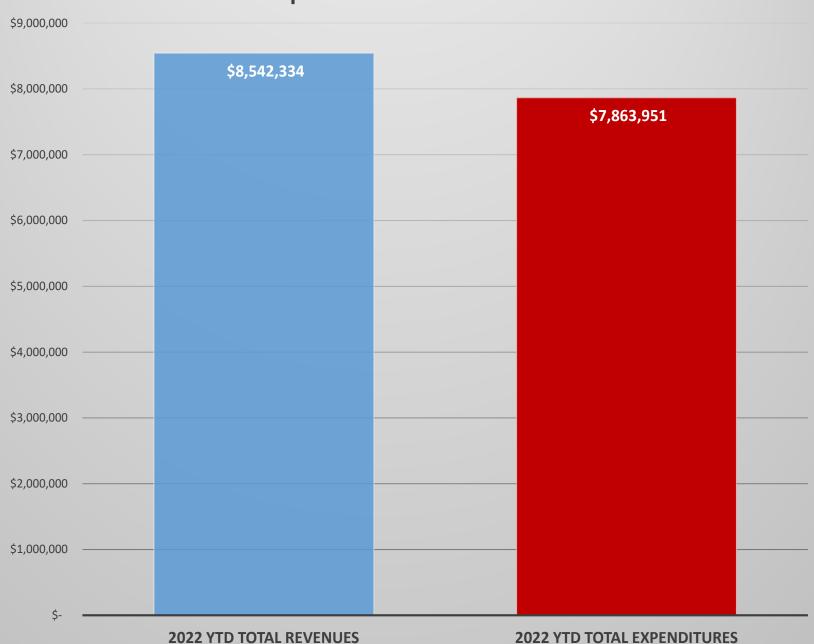
## Park Fund May 2022 Expenditures vs. Historical Budget Average



## Park Fund May 2022 Total Revenues vs. Historical Budget Average



## Park Fund Total 2022 YTD Expenditures vs. Total YTD Revenues



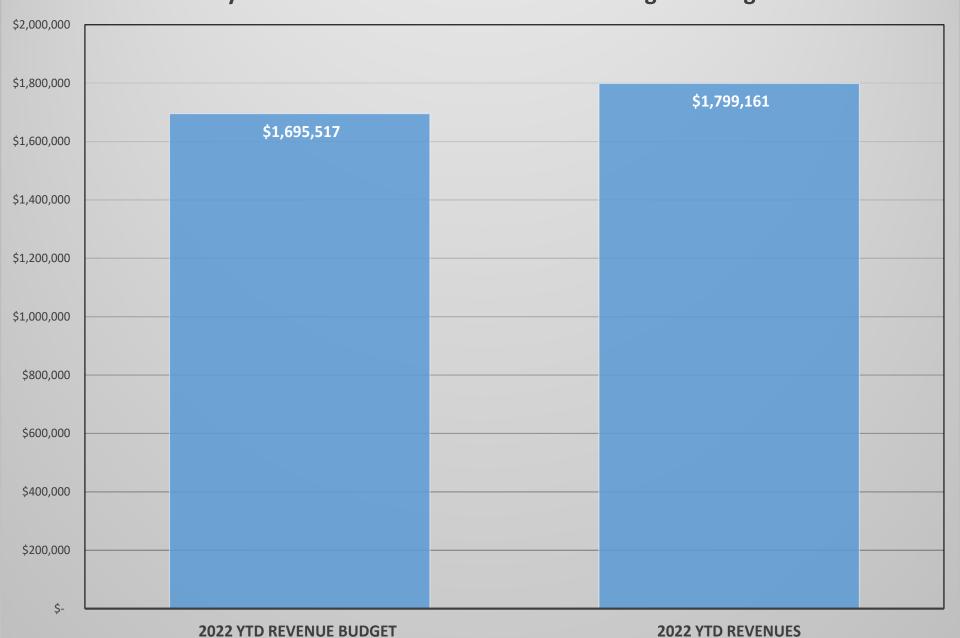
Golf Fund
May 2022 Expenditures vs. Historical Budget Average



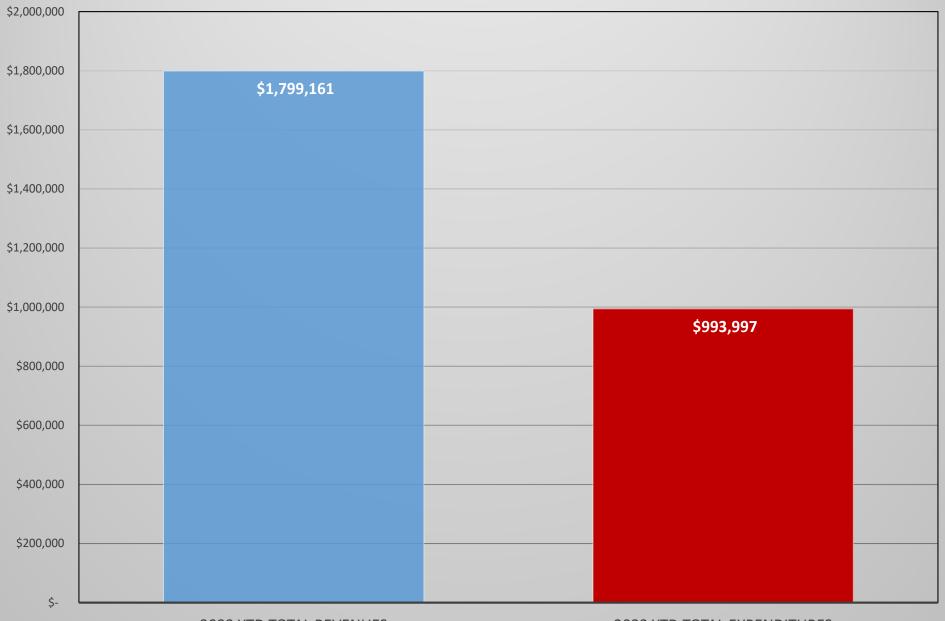
**2022 YTD EXPENDITURE BUDGET** 

**2022 YTD EXPENDITURES** 

## Golf Fund May 2022 Total Revenues vs. Historical Budget Average



### Golf Fund Total 2022 YTD Expenditures vs. Total YTD Revenues



2022 YTD TOTAL REVENUES

2022 YTD TOTAL EXPENDITURES

## Spokane Park Board Briefing Paper



| Park Board meeting  | June 9, 2022      |                      |                               |                          |  |
|---|-------------------|----------------------|-------------------------------|--------------------------|--|
| Committee meeting date  | n/a               |                      |                               |                          |  |
| Requester   | Pamela Clarke     |                      | Phone number: 625-624         | .1                       |  |
| Type of agenda item   | O Consent         | Discussion           | Information                   | <ul><li>Action</li></ul> |  |
| Type of contract/agreement  | O New O Ren       | ewal/extension C     | Amendment/change order        | Other                    |  |
| City Clerks file (OPR or policy #)  | CRP 1981-0402     |                      |                               |                          |  |
| Item title: (Use exact language noted on the agenda)  | Park Board Comm   | ittee assignments/Cl | nristina VerHeul              |                          |  |
| Begin/end dates   | Begins: 06/09/202 | 2 Ends:              | <b>√</b> (                    | Open ended               |  |
| Background/history: Newly appointed Park Board member Ch Forestry, Joint Arts, and the Developmen  Motion wording: Move to approve the Park Board committee   | t & Volunteer.    |                      | ollowing Park Board committed | es: Urban                |  |
| Approvals/signatures outside Parks:   | ○ Yes             | <ul><li>No</li></ul> |                               |                          |  |
| If so, who/what department, agency or co  | ompany:           |                      |                               |                          |  |
| Name:   | Email address:    |                      | Phone:                        |                          |  |
| Distribution:   |                   |                      |                               |                          |  |
| Fiscal impact: Expenditure Amount: n/a  | Revenue Bu        | udget code:          |                               |                          |  |
| Vendor: Existing vendor New vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB) W-9 (for new contractors/consultants/vendors Contractor is on the City's A&E Roster - City of Spokane UBI: Business license expiration date: Insurance Certificate (min. \$1 million in General Liability) |                   |                      |                               |                          |  |

Updated: 10/21/2019 3:23 PM

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

CC = City Council

Revised: 06/09/2022

# Spokane Park Board Briefing Paper



| Committee   | Land Committee   |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
|   | Land Committee   |  |  |  |  |  |  |
| Committee meeting date  | June 1, 2022   |  |  |  |  |  |  |
| Requester   | Nick Hamad Phone number: 363-5452                                      |  |  |  |  |  |  |
| Type of agenda item   | Consent Discussion Information Action                                  |  |  |  |  |  |  |
| Type of contract/agreement  | New Renewal/extension Amendment/change order Other                     |  |  |  |  |  |  |
| City Clerks file (OPR or policy #)  |  |  |  |  |  |  |  |
| Item title: (Use exact language noted on the agenda)  | Avista Corporation donated Conservation Easement/Beacon Hill (no cost) |  |  |  |  |  |  |
| Begin/end dates   | Begins: June 9, 2022 Ends:   |  |  |  |  |  |  |
| Background/history: In February 2020, the Park Board authorized the acquisition of private property from willing sellers if purchased by the County Conservation Futures program. In May 2020, the Park Board authorized a resolution permitting Spokane City Parks to jointly pursue \$1.5 million in Washington State RCO grant funding for the Make Beacon Hill Public Project. Grant funding was awarded through RCO for the project and all private property (~160 acres) has been acquired.  The Make Beacon Hill Public project included donated conservation easements on 87 acres of property owned by Avis Corporation within the Make Beacon Hill Public project area. The approval and acceptance of this donated conservation easement by Spokane City will ensure its long term protection. he existing public trails on this property are maintained Evergreen Mountain Bike Alliance, which currently has an MOU with Spokane Parks.  Motion wording:  Move to approve Avista Corporation donated conservation easement at Beacon Hill (no cost). |  |  |  |  |  |  |  |
| <b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or c  | Yes No   |  |  |  |  |  |  |
| Name: Bruce Howard  | Email address: bruce.howard@avistacorp.com Phone: 509.495.2941         |  |  |  |  |  |  |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:  | Paul Knowles<br>Al Vorderbrueggen                                      |  |  |  |  |  |  |
| Fiscal impact: C Expenditure  | Revenue  |  |  |  |  |  |  |
| Amount:<br>N/A  | Budget code:<br>N/A  |  |  |  |  |  |  |
| Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - C   |  |  |  |  |  |  |  |

Updated: 10/21/2019 3:23 PM

After Recording Return To:

City of Spokane Parks & Recreation 808 W. Spokane Falls Blvd, Floor 5 Spokane, WA 99201

Document Title:EasementGrantor:Avista CorpGrantee:City of Spokane

Legal Description: PTN SW 1/4 of Section 2, Township 25 North, Range 43 East W.M., more particularly

described below.

**Assessor's Tax Parcel #:** 35023.0014, 35024.0038, 35023.0012

#### **CONSERVATION EASEMENT**

This Easement (the "Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 by and between Avista Corporation, a for profit corporation registered in the state of Washington, whose principal place of business is 1411 E Mission Ave, Spokane WA, 99202 ("Grantor"), and City of Spokane, a Washington municipal corporation, acting through the City of Spokane Park Board, with its principal place of business at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201 ("Grantee"), hereinafter each referred to as a "Party" and collectively the "Parties".

#### Recitals

WHEREAS, Grantor is the sole owner in fee simple of certain real property situated to the Southwest Quarter of Section 2, Township 25, Range 43 East of the Willamette Meridian, in Spokane County, Washington, and legally described in Exhibit "A", attached hereto and referred to hereinafter as the "Protected Property"; and

WHEREAS, the Protected Property is approximately 12.31 acres of land that possesses open space and recreational values, collectively "Conservation Values", of interest to Grantor and to Grantee and to the residents of City of Spokane and the State of Washington; and

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property (the "Baseline Resource Report"), on file with the Grantee, which consists of reports, maps, photographs, and other documentation which the Parties agree provides an accurate representation of the Protected Property at the time of the Easement and which is intended to serve as a baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, the Protected Property was identified for preservation in the Beacon Hill Trail System Preservation Plan (2016) as well as the 2020 Spokane County Parks, Recreation, & Open Space Plan; and

WHEREAS, the Protected Property is part of the Make Beacon Hill Public Project, which is a partnership between the Grantor, Grantee, Spokane County, Evergreen Mountain Bike Alliance, Inland Northwest Land Conservancy, and others with the goal of permanently protecting through acquisition and donated easements approximately 250 acres of privately owned land that contains the core of the Beacon Hill Trail System; and

**WHEREAS,** the Grantee and Spokane County jointly applied for grant funding for the Make Beacon Hill Public Project through the Washington State Recreation & Conservation Office ("RCO"), under grant #20-1276; and

WHEREAS, as a component to said grant applications, the Grantor committed to donating a conservation easement allowing public recreational use of the Protected Property; and

WHEREAS, Grantor desires to convey a conservation easement to the Grantee on the Protected Property to (1) provide the public the legal right to enjoy non-motorized outdoor recreation on the Protected Property consistent with Revised Code of Washington ("RCW") 84.34.200 and (2) preserve the Conservation Values of the Protected Property; and

WHEREAS, Grantor intends that the Conservation Values of the Protected Property be preserved and maintained in perpetuity by permitting only those activities on the Protected Property that do not significantly impair or interfere with the Conservation Values; provided that Grantor shall retain the unrestricted right to access, protect, operate, upgrade and maintain its communication, electric transmission and distribution lines, gas lines, and appurtenant facilities and corridor (the "Facilities") including gated road access and vegetation management activities existing at the time of this grant or as may be applied by Grantor in the future; and

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee by this Grant of Easement the right to preserve and protect the Conservation Values of the Protected Property in perpetuity, subject to Grantor's right to access, protect, operate, upgrade and maintain its Facilities; and

**WHEREAS,** This Easement is created pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the "IRC") at Title 26, U.S.C.A., Sections 170(h)(1)-(6), 2031(c), 2055 and 2522, as applicable, and RCW 64.04.130; and

WHEREAS, Grantee is a government agency that is qualified to accept lands and easements for the purpose of preserving and protecting the natural, scenic, recreational, and open space values of real property ("a qualified grantee"); and

WHEREAS, Grantee desires to accept this Easement to honor the intentions of the Grantor as stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come; and

WHEREAS, Grantor and Grantee, recognizing the importance of the Protected Property for (i) Grantor's Facilities, as well as (ii) Grantee's conservation and public recreation, as demonstrated by the aforementioned facts, have the common purposes of serving the public interest and conserving the natural and scenic values of the Protected Property by the conveyance of this Easement on, over and across the Protected Property.

**NOW, THEREFORE**, for the reasons stated above and in consideration of the mutual terms, conditions, restrictions and affirmative rights contained herein, and pursuant to the laws of the State of Washington, and specifically RCW 64.04.130, as amended, Grantor hereby freely gives, grants, conveys, and warrants to Grantee forever a perpetual conservation easement and restriction, all as more particularly set forth below, in the Protected Property as follows:

1. Grant of Development Rights. Grantor freely gives, grants, and conveys unto Grantee forever, the development rights and perpetual conservation easement and restrictions (all as more particularly set forth below) in the Protected Property. The development rights hereby conveyed to the Grantee include the rights specifically described in Section 3 below, and exclude those rights specifically reserved by Grantor and all additional rights Grantor may require to carry out the permitted uses of the Protected Property as described herein. The conservation easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor to do or refrain from doing, severally and collectively, the various acts set forth below.

It is hereby acknowledged that these covenants shall constitute a servitude upon the land and shall run with the land in perpetuity. Grantee accepts such covenants in order to preserve the Conservation Values of the Protected Property in perpetuity. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, as amended, and is made as an absolute, unconditional, unqualified, and completed gift, subject only to title matters of record and the mutual covenants, terms, conditions and restrictions set forth in the Easement, and for no other considerations whatsoever.

2. <u>Conservation Purposes</u>. The conservation purposes ("Conservation Purposes") of this Easement are to assure that the Protected Property will be retained forever in its largely undeveloped open space condition providing for the preservation of land areas for non-motorized outdoor recreation and for the scenic enjoyment of the general public, pursuant RCW 84.34.200 and thus providing a significant public benefit and to prevent any use of the Protected Property that would impair or interfere with the Conservation Values of the Protected Property. Subject to Grantor's Reserved Rights described

herein, Grantor intends that this Easement will confine the use of the Protected Property to such activities as are consistent with the Conservation Purposes of this Easement.

- 3. <u>Rights of Grantee</u>. To accomplish the "Conservation Purposes" of this Easement, the following rights are conveyed to Grantee, it's successors, and assigns by this Easement:
  - (a) To preserve and protect the Conservation Values of the Protected Property; and
  - (b) To enter upon the Protected Property, for the purpose of making a general inspection to assure compliance with the terms of this Easement; and
  - (c) To prevent any activity on or use of the Protected Property by third parties, which is inconsistent with the Conservation Purposes of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 7.; and
  - (d) To construct and maintain or cause to construct and maintain the Beacon Hill Trail System, a portion of which currently, or in the future, is located on the Protected Property in accordance with the Grantor's prior use and approval that such trails will not conflict with the Grantor's Reserved Rights described in Section 5.; and
  - (e) The Grantee's and the Public's acceptance of this Easement shall be consistent with RCW 84.34.200, Spokane County's Conservation Futures Program, and any legal instrument recorded upon the Protected Property required by the Washington State Recreation & Conservation Office ("RCO") as a condition of the Grantee's acceptance of Make Beacon Hill Public grant awards.
- 4. **Restricted Uses of the Protected Property.** Any activity on or use of the Protected Property must be consistent with the Conservation Purposes of this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
  - (a) The Protected Property consists of one parcel, further described and depicted in Exhibits "A" and "B" herein; that must always be conveyed together and cannot be conveyed separately or in parts. Grantor shall not legally or in a "de facto" manner subdivide or change the boundaries of the Protected Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, lot line adjustment, or other process by which the Protected Property is divided into parts or the dimensions or size of the Protected Property is changed; and

- (b) All residential, commercial, or industrial activities shall be prohibited, and no building or structure shall be constructed, created, erected or moved onto the Protected Property, except as needed to access, operate, maintain, replace, repair, upgrade, remove and construct the Facilities under Section 5. herein; and
- (c) There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks, minerals or change of the topography of the Protected Property in any manner, except as may be reasonably necessary to carry out the permitted uses as allowed herein. In no case shall the Grantor explore for, or pursue the development and extraction of, minerals or hydrocarbons by any surface mining method or any other method. The exceptions listed in this Paragraph shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the IRC and the applicable Treasury Regulations; and
- (d) There shall be no buildings or other structures, including communication towers, constructed on or moved onto the Protected Property, other than those structures appurtenant to the Grantor's Facilities; and
- (e) Timber harvesting shall comply with a Forest Management Plan as allowed in Section 5 herein; and
- (f) There shall be no construction of roads on the Protected Property other than roads reasonably necessary to access, operate, maintain, replace, repair, upgrade, remove and construct the Facilities and related structures under Section 5 herein; and
- (g) There shall be no granting of new access or utility easements across the Protected Property other than in furtherance of the Reserved Rights under Section 5 herein; and
- (h) There shall be no billboards or outdoor advertising erected or displayed; PROVIDED, however, Grantor may erect and maintain reasonable signs indicating boundary markers, informational signage, temporary signs indicating the Protected Property is for sale or lease, and Grantor may, with the permission of Grantee, which permissions shall not be unreasonably denied, erect and maintain signs designating the Protected Property as land under the protection of the Grantee. Subject to Grantor's prior review and approval, which will not be unreasonably withheld, Grantee may, at its sole cost and expense, install kiosks and signs relating to recreational trails and natural history and the property's role in the Make Beacon Hill Public Project; and
- (i) The permanent placement, collection or storage of trash, human waste, or any unsightly or offensive material on the Protected Property is prohibited; and

- (j) There shall be no more than a de minimis use of the Protected Property for commercial recreational activities, as such terms are defined by Section 2031(c)(8)(B) of the IRC and applicable Treasury regulations. Motorized use shall be prohibited on the Protected Property except in conjunction with exercising of the Grantor's rights as allowed herein; and
- (k) Grazing of livestock shall be prohibited on the Prohibited Property unless recommended in conjunction with a stewardship or habitat management plan or as recommended to preserve and / or enhance the Conservation Values of the Protected Property.
- 5. <u>Permitted Uses of the Protected Property ("Reserved Rights")</u>. The following uses of the Protected Property shall be permitted as Reserved Rights:
  - (a) The Grantor retains exclusive use and control of access to the Protected Property, including, without limitation, to protect, operate, maintain, repair, upgrade, remove and construct, as needed, the Facilities. Grantee acknowledges and agrees that Grantor's Reserved Rights are complimentary to and do not conflict with the Grantee's rights granted herein and the public's right to enjoy and use the Protected Property for non-motorized recreation consistent with RCW 84.34.200. Grantor and Grantee will develop a memorandum of understanding with Grantee and other parties relating to designing, locating, constructing, maintaining and improving the recreational trails; and
  - (b) Grantee and / or Grantor may construct or cause to construct natural surface trails as part of the Beacon Hill Trail System. New trails shall not be located or constructed to negatively impact the Grantor's or Grantee's other rights as granted and reserved herein. New trails (not shown in the Baseline Report) shall be located, sited, and / or limited to preserve the Conservation Values of the Protected Property. Grantor shall make reasonable efforts to avoid damaging trails that are a part of the Beacon Hill Trail System, and in instances where existing and future trails are displaced or damaged by Grantor, Grantor shall be responsible for the repair or relocation of such trails; and
  - (c) Grantor retains the right to access, operate, maintain, replace, repair, upgrade, remove, and construct Facilities. Any related and/or associated land disturbance caused by these activities will be reasonably restored by Grantor at the Grantor's sole expense to a condition consistent with this Easement or relevant permit requirements; and
  - (d) Harvesting and removal of standing dead or down trees by Grantor for its own personal use or to mitigate potential risk, is permitted without prior notice to Grantee. Commercial or pre-commercial timber harvesting shall be conducted

- according to standard utility practices, in accordance with a forest or vegetation management plan, which will be provided to Grantee for review, upon its request, and shall comply with all applicable regulations; and
- (e) Grantor may undertake activities necessary to protect public health and safety on the Protected Property, including, but not limited to activities required by local, state, or federal regulatory agencies; PROVIDED, that such activities shall be conducted in a manner which minimizes interference with the Conservation Purposes of this Easement, except when an emergency response is required in the judgment of the Grantor to protect the public or its energy infrastructure; and
- (f) Grazing of livestock shall only be permitted on the Prohibited Property in conjunction with a stewardship or habitat management plan or as recommended to preserve and / or enhance the Conservation Values of the Protected Property
- 6. Notice Requirements. The purpose of notification is to afford Grantee an opportunity to ensure that the contemplated activities or uses on the Protected Property are designed and carried out in a manner consistent with the Conservation Purposes. Grantor shall endeavor to notify Grantee, in writing, at least fourteen (14) days before Grantor intends to exercise the Reserved Rights that are specified in Section 6(a) below. Such notice shall be sent via first class certified mail, return receipt requested, to the Grantee's address: City of Spokane Parks & Recreation, C/O Director, 808 West Spokane Falls Boulevard, Spokane, WA 99201. The Parties agree to accept notice via e-mail. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Reserved Rights. If such notice pertains to proposed timber harvest activities that require notice, said notice shall include a copy of Grantor's Forest Practices Application ("FPA"). Prior notice is not required when Grantor needs to take emergency action to prevent, abate, or mitigate risk or injury to persons, the Protected Property, the Facilities, or abutting properties.
  - (a) Written notice to Grantee as specified above shall be required for:
    - i. Transfer of Title as allowed in Section 13;
    - ii. Building any future structures;
    - iii. Commercial or pre-commercial timber harvest; and
    - iv. Replacing, upgrading, removing and constructing Facilities.

#### 7. Grantee's Remedies.

Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms and conditions of this Easement has occurred or is threatened, Grantee shall provide written notice to Grantor of such violation via certified mail, return receipt requested, and demand that Grantor take corrective action sufficient to reasonably cure the violation, and restore the Protected Property to its prior condition within a commercially reasonable period of time. Notice shall be addressed to: Avista Corp, C/O Real Estate Manager, 1411 E. Mission Ave. Spokane, WA 99202.

- (a) <u>Injunctive and Other Relief</u>. The Parties to the Easement specifically acknowledge that events and circumstances of noncompliance may constitute immediate and irreparable injury, loss and damage to the Protected Property, and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as a court deems fair and just.
  - i. <u>Injunctive Relief</u>. If Grantor fails to cure the violation within the period provided by the Grantee, or fails to begin curing the violation within the period provided, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunctions, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.
  - ii. <u>Damages</u>. Grantee may seek to recover damages for uncured violations of the terms of this Easement or uncured injury to any Conservation Values protected by this Easement. Such damages, when recovered, shall be applied by Grantee to corrective action on the Protected Property.
  - iii. Other Remedies Available. The remedies described herein are in addition to, and not limitations of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.
- (b) <u>Emergency Enforcement</u>. If Grantee, in its sole and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor or without waiting for the period provided for cure to expire.
- (c) <u>Scope of Relief</u>. Grantee's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive and other relief described in Section 7(b), in addition to such other relief to which

the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- (d) <u>Costs of Enforcement</u>. If a court determines that Grantor has failed to comply with this Easement and that such failure was without reasonable cause or in bad faith, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including, without limitation, Grantee's staff time, court costs, and reasonable attorney fees, in addition to any other payments ordered by such court. In the event that Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Easement and that Grantee initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorney fees.
- (e) <u>Forbearance</u>. No forbearance, delay or omission by either Party in the exercise of any right or remedy upon breach by the other Party shall impair the non-breaching Party's rights or remedies or be construed as a waiver.
- (f) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to the property resulting from such causes or from acts of trespassers. Results of the acts of Grantor's invitees shall not be considered beyond Grantor's control for purposes of this paragraph. In the event the terms of this Easement are violated by acts of trespassers or the general public, Grantor agrees, at Grantee's option and expense, to join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney-in-fact, for the purpose of pursuing enforcement action against the responsible parties.
- (g) <u>Prior Owners</u>. Nothing in this Section 7 shall be construed as imposing liability upon a prior owner of the Protected Property, where the event or circumstance of noncompliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

#### 8. Costs, Liabilities, Taxes and Environmental Compliance.

(a) <u>Costs</u>. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, unless otherwise provided for herein such as costs and

- liabilities related to the Beacon Trail System, for which Grantee shall be responsible.
- (b) <u>Taxes</u>. Grantor shall pay all taxes levied against the Protected Property by competent authority as they become due.
- (c) <u>Hold Harmless</u>. Grantor hereby agrees to release and hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands of judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising or in any way connected with:
  - i. Injury to, or the death of, any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of any activity of any of the Indemnified Parties undertaken under the rights granted to Grantee under this Easement;
  - ii. Violations or alleged violations of, or other failure to comply with, any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including, without limitation, 42 U.S.C. § 9601 and RCW 70.105D. by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Protected Property, unless such violations or alleged violations are due solely to the acts or omissions of any of the Indemnified Parties;
  - iii. The presence or release in, on, from, or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and
  - iv. The obligations specified in this Section 8.
- (d) <u>Control</u>. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or over any of Grantor's activities on the Protected Property, or otherwise to become an owner or operator with respect to the Protected Property within the meaning of 42 U.S.C. § 9601 or RCW 70.105D.

- 9. Extinguishment. If circumstances arise in the future that render the Conservation Purposes of this Easement impossible to accomplish, such as, but not limited to, taking by eminent domain, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court having jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section 10 of this Easement. In the event the Grantor causes the extinguishment of this Easement, Grantor shall be solely responsible for any conversion costs as may be required by the Washington State Recreation & Conservation Office ("RCO") and its Successors through the Grantee's acceptance of the Make Beacon Hill Public grant awards.
- 10. <u>Valuation</u>. This Easement constitutes a real property interest immediately vested in Grantee, which for the purposes of Section 9 above, the Parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Protected Property unencumbered by the Easement as of the effective date of such valuation by (2) "x/y", which is the ratio of the value of the Easement at the time of this grant ("x") to the value of the Protected Property unencumbered by this Easement at the time of this grant ("y"). The values at the time of this grant shall be those values used to calculate a deduction for federal income tax purposes allowable by reasons of this grant, if any, pursuant to Section 170(h) of the IRC (or any successor provisions(s) then applicable). For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement (i.e., the x/y ratio cited above) shall remain constant.
- 11. Assignment. This Easement is transferable as provided herein, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the IRC (or any successor provision(s) then applicable), and authorized to acquire and hold conservation easements under RCW 64.04.130 (or any successor statute then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require written agreement from the transferee that the Conservation Purposes that this Easement are intended to advance will continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment, which shall be subject to Grantor's review and approval, which will not be unreasonably withheld, conditioned or delayed.
- 12. <u>Subsequent Transfers</u>. In any deed, lease or other instrument conveying any interest in all or part of the Protected Property, Grantor shall make reference to this Easement and shall indicate that this Easement is binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall notify Grantee of the name and address of any successor in interest at least thirty (30) days prior to transferring any interest in

the Protected Property. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

- 13. <u>Estoppel Certificates</u>. Grantee shall within thirty (30) days, conduct an inspection, and execute any document, including an estoppel certificate, at Grantor's expense, which certifies, to the best of Grantee's knowledge, Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement as requested by Grantor. Such certification shall be delivered within ten (10) days of receipt of Grantor's payment therefore.
- 14. **Recordation**. Grantee shall cause to record this Easement in a timely fashion with the Spokane County Auditor's Office, State of Washington, and may re-record it at any time as may be required to preserve its rights in this Easement.
- 15. <u>Amendment</u>. If circumstances arise under which an amendment to, or modification of, this Easement is deemed desirable by the Parties, Grantor and Grantee are free to jointly amend this Easement; provided that: (1) the proposed amendment shall not affect the qualification of this Easement, or the status of the Grantee under any applicable laws, including RCW 64.04.130 or Section 170(h) of the IRC (or any successor provision(s) then applicable); (2) the proposed amendment does not cause a conversion as deemed by RCO; and (3) any such amendment shall be consistent with the Conservation Purposes of this Easement, shall not affect its perpetual duration, and shall be recorded with the Spokane County Auditor's Office, State of Washington.

#### 16. General Provisions.

- (a) <u>Successors</u>. The term "Grantor" shall include the successors, heirs, executors, administrators, and assigns of Avista Corporation. The term "Grantee" shall include the successors, executors, administrators, and assigns of Spokane County.
- (b) <u>Joint Obligation</u>. The obligations imposed by this Easement upon Grantor (if more than one) shall be joint and several.
- (c) <u>Severability</u>. Invalidation of any of the provisions of this Easement shall not affect any other provision of this Easement.
- (d) <u>Controlling Law</u>. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.
- (e) Good Right and Title. Grantor covenants that it is the sole owner(s) of the Protected Property, that it has good right and title to convey the Protected Property in a manner herein described, and that the Protected Property is free

- from every encumbrance, except those of record, and hereby engages to warrant and defend the same against all lawful claims whatsoever.
- (f) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 16 above.
- (g) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (h) <u>Captions</u>. The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (i) <u>Authority</u>. The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.
- (j) <u>Acknowledgment of Donation</u>. Except for such monetary considerations (if any) as is set forth in this document, Grantor acknowledges that no goods or services were received in consideration of this Grant.
- (k) No Representation of Tax Benefits. The undersigned Grantor(s) represent, warrant, and covenant to Grantee that: (1) Grantor(s) have not relied on any information or analyses furnished by Grantee about the availability, amount or effect of any deduction, credit or other benefit to Grantor(s) under applicable law; or the value of the conservation easement or property; (2) Grantor(s) have relied solely on their own judgment and/or professional advice furnished by their appraiser and legal, financial and accounting professionals. If Grantee recommended any of these people, Grantor(s) acknowledge that Grantee is not responsible in any way for the performance of their services; and (3) this Grant is not conditioned upon the availability or amount of any deduction, credit or other benefit under applicable law.
- (l) <u>Full Incorporation</u>. Each recital set forth above is fully incorporated into this Easement.

**IN WITNESS WHEREOF**, Grantor and Grantee have entered into this Easement as of the day and year first written above.

## 

### **GRANTEE:**

### CITY OF SPOKANE

| By:   | By:   |
|---|---|
| By:Park Board President   | By:<br>Mayor  |
| By:   |   |
| By:City Attorney  |   |
| ATTEST:   |   |
| By:City Clerk   |   |
| City Clerk  |   |
| STATE OF WASHINGTON ) ) ss.   |   |
| COUNTY OF SPOKANE )   |   |
| On this day of, and<br>and the City Attorney, respectively, of the CITY   | , 2022, before me personally appeared to me known to be the Mayor,                            |
| and the City Attorney, respectively, of the CITY executed the within and foregoing instrument, a free and voluntary act and deed of the corporatio and on oath stated that they were authorized to e is the corporate seal of said corporation. | nd acknowledged the said instrument to be the n, for the uses and purposes therein mentioned, |
|   |   |
|   | NOTARY PUBLIC   |
|   | In and for the State of Washington, residing at Spokane.                                      |
|   | My appointment expires:   |

#### EXHIBIT A

#### Legal Description of Protected Property

A portion of the Southwest Quarter of Section 2, Township 25 North, Range 45 East W.M. as follows:

#### PARCEL A

The south ten rods of the east thirty-two rods of the Northeast Quarter of the Southwest Quarter of Section 2, Township 25 North, Range 45 East W.M.

#### PARCEL B

The two hundred-foot right of way over and across the North Half of the Southwest Quarter of Section 2, Township 25 North, Range 45 East W.M conveyed by Statutory Warranty Deed, Spokane County Recording Number 6944767.

#### PARCEL C

A portion of the Southwest Quarter of Section 2, Township 25 North, Range 45 East W.M. as follows:

Beginning at the center of Section Two, thence South along the North-South centerline 244.43 feet, thence North 55°15'30" East 244.43 feet, then North on the line North East parallel with the North-South centerline 103.95 feet to East-West centerline, thence west along said East-West centerline 200 feet to Point of Beginning.

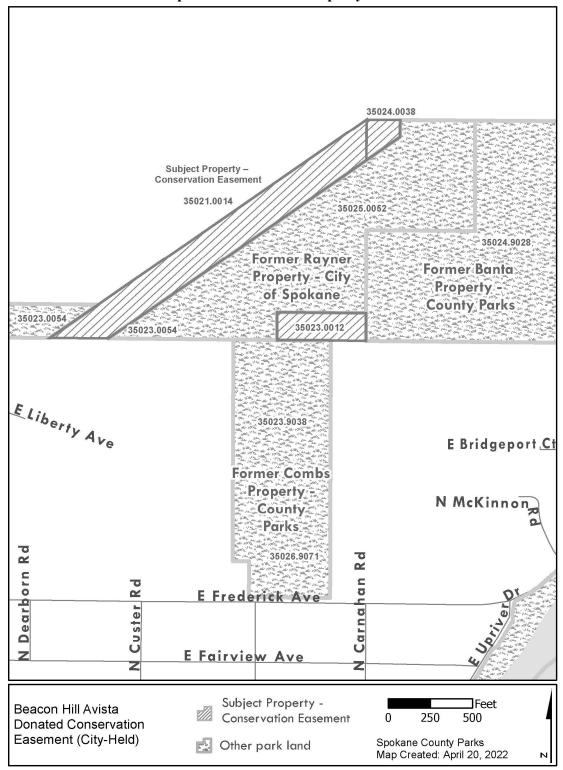
Situate in Spokane County, State of Washington.

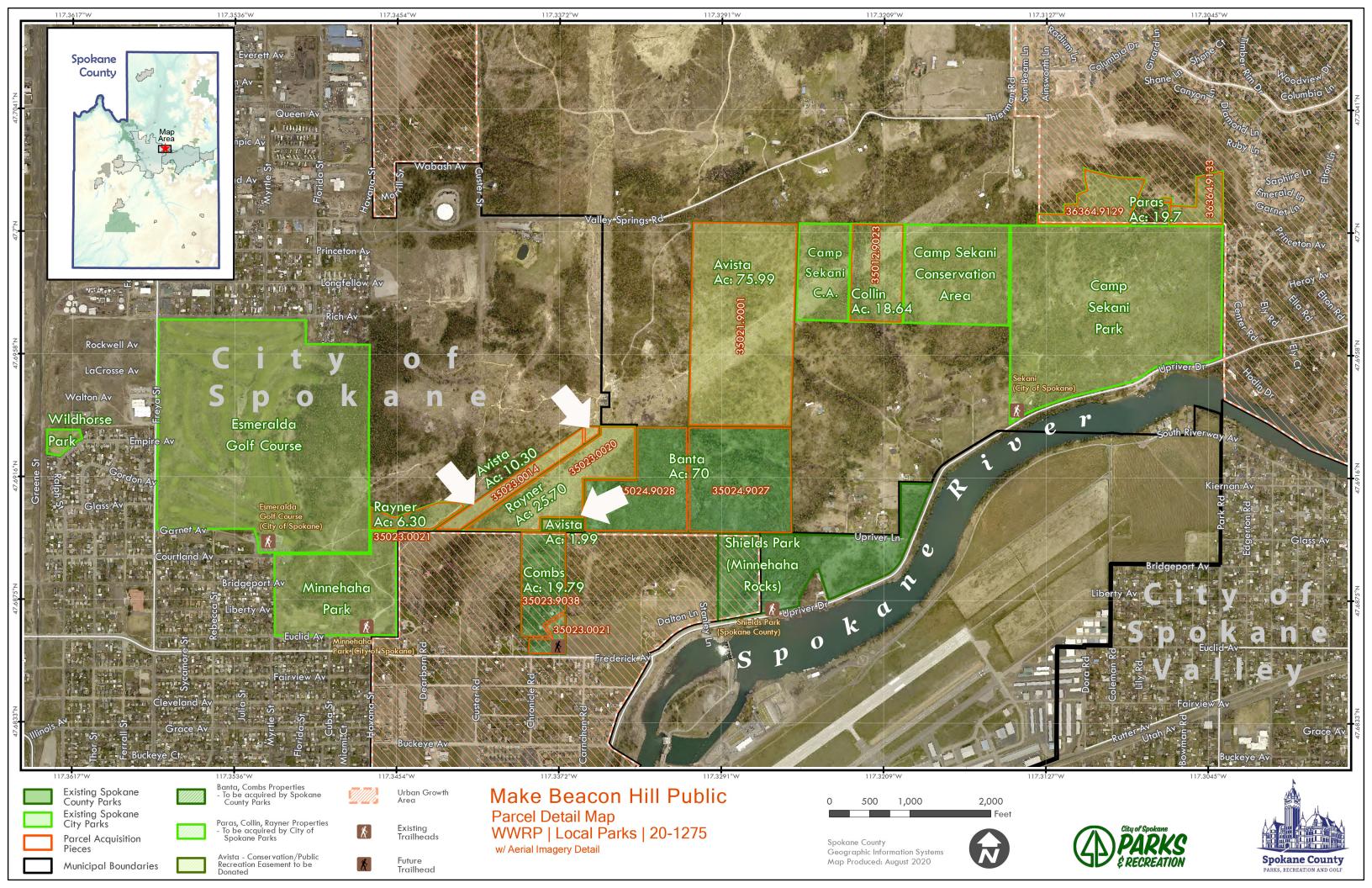
Containing 12.31 acres.

#### **Assessor's Tax Parcel Number(s):**

35023.0014, 35024.0038, 35023.0012

Exhibit B
Map of the Protected Property





# Spokane Park Board Briefing Paper



| Committee   | Land Committee   |  |  |  |  |
|---|--|--|--|--|--|
| Committee meeting date  | June 1, 2022   |  |  |  |  |
| Requester   | Nick Hamad Phone number: 509-363-5452                                  |  |  |  |  |
| Type of agenda item   | Consent Obscussion Information • Action                                |  |  |  |  |
| Type of contract/agreement  | New Renewal/extension Amendment/change order Other                     |  |  |  |  |
| City Clerks file (OPR or policy #)  |  |  |  |  |  |
| Item title: (Use exact language noted on the agenda)  | City of Spokane Parks and Natural Lands Master Plan Adoption (no cost) |  |  |  |  |
| Begin/end dates   | Begins: 06/09/2022 Ends:   |  |  |  |  |
| Background/history: In fall 2019, Spokane Parks retained Design Workshop to update the city's parks and open spaces master plan. In Spring 2020, the project was put on hold due to Covid-19. In spring 2021, the project re-started and has been ongoing since that time. Since spring 2021, the master plan has been created using various technical analyses and assessment and including feedback from an extensive 2021 public outreach campaign which engaged over 5,300 residents through 26+ public engagement opportunities.  The plan has evaluated the city parks systems and established four themes (land, water, people and legacy), 13 goals and recommended dozens of strategies to improve the City Parks system over the next 10+ years.  The plan has also created a framework for prioritizing city park investment decisions and established high priority capital, operational, and policy action items for immediate and near term implementation.  Motion wording:  Motion to adopt The City of Spokane Parks and Recreation Parks and Natural Lands Master Plan  |  |  |  |  |  |
| <b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or compared to the second s |  |  |  |  |  |
| Name:   | Email address: Phone:  |  |  |  |  |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:  | Anna Laybourn<br>Garrett Jones<br>Fianna Dickson                       |  |  |  |  |
| Fiscal impact: C Expenditure  | Revenue  |  |  |  |  |
| Amount:<br>N/A  | Budget code:<br>N/A  |  |  |  |  |
| Vendor: • Existing vendor  Supporting documents:  Quotes/solicitation (RFP, RFQ, RFB)  Contractor is on the City's A&E Roster - C   |  |  |  |  |  |

Updated: 10/21/2019 3:23 PM

| Resolution # |
|--------------|
|--------------|

## CITY OF SPOKANE PARK BOARD RESOLUTION

A RESOLUTION Adopting the 2022 Parks and Natural Lands Master Plan

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks & natural lands within and outside of the City of Spokane; and

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, the City of Spokane has an extensive history in park system planning, commissioning the City's first park plan in 1913; and

WHEREAS, the City Park Board has regularly and strategically planned this system of parks and natural lands for the benefit of the public since that time; and

WHEREAS, the last adopted park master plan was completed in 2014 for the Riverfront Park Redevelopment; and

WHEREAS, to remain eligible for State and Federal grants, the Park Board is required to develop and/or update and adopt a long-range 'parks, recreation and open space plan' a minimum of every 6 calendar years; and

WHEREAS, with the substantial completion of the Riverfront Park Bond improvements, timing is suitable to conduct a new system-wide park master plan; and

WHEREAS, the Park Board desired the current master plan be based primarily on Spokane City residents park needs and desires through direct community outreach; and

WHEREAS, since the beginning of 2021, the public has provided substantial input and direction through the master planning process during over 26 individual opportunities, including a series of topical focus groups, pop-up events in parks, an open online survey, a statistically valid survey, virtual workshops, an open online mapping activity, direct outreach to under-represented group through ambassadors, and youth outreach through Spokane Public Schools; and

WHEREAS, in addition to public input, the master planning process for the system-wide parks and natural lands master plan also included extensive deliberations among Park Board members, a Project Advisory Committee, city park, engineering, and planning staff, and numerous technical and professional consultants culminating in a "2022 Parks and Natural Lands Master Plan"; and

WHEREAS, the resulting 2022 Parks and Natural Lands Master Plan, compiled by Park Department staff and project consultants, is the direct result of input and recommendations from Spokane City residents, the Project Advisory Committee, Park Board, and city staff; and

WHEREAS, city staff, project consultants, and project advisory committee substantially concluded planning work in May 2022; and

WHEREAS, to ensure the proposed plan recommendations remain sustainable and relevant, the Park Board recognizes that the 2022 Parks and Natural Lands Master Plan is a living document, and that ongoing changes additions and edits will be made to the plan using 'prioritization matrix' framework included in the plan; and

WHEREAS, as identified, needed changes or additions will require approval by the Park Board; and

WHEREAS, adoption of the 2022 Parks and Natural Lands Master Plan does not specifically identify policy, budget or other final decisions regarding capital improvements related to a public bond proposal, all such decisions being reserved to the Park Board under the Spokane City Charter; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to adopt the 2022 Parks and Natural Lands Master Plan; and

BE IT FURTHER RESOLVED that park staff shall monitor the plan for future potential updates and begin implementation of plan recommendations.

| ADOPTED BY THE PARK BOARD ON |   | _ |
|------------------------------|---|---|
| Attest:                      | Park Board President Approved as to form: | _ |
|                              |   |   |
| City Clerk                   | Assistant City Attorney                   | _ |

# Spokane Park Board Briefing Paper



| Committee  | Riverfront Park                    | k Committee                                      |   |                          |
|--|------------------------------------|--|---|--------------------------|
| Committee meeting date   | June 6, 2022                       |  |   |                          |
| Requester  | Jon Moog                           |  | Phone number: 625-62  | 43                       |
| Type of agenda item  | Consent                            | <ul><li>Discussion</li></ul>                     | Information   | <ul><li>Action</li></ul> |
| Type of contract/agreement   | O New                              | Renewal/extension                                | Amendment/change order  | Other                    |
| City Clerks file (OPR or policy #)   |                                    |  |   |                          |
| <b>Item title</b> : (Use exact language noted on the agenda)   | Riverfront Dog                     | Park Naming                                      |   |                          |
| Begin/end dates  | Begins:                            | Ends:  |   | Open ended               |
| Background/history: The Spokane Humane Society donated \$ towards the construction of the dog park. alignment with Parks' naming policy. The  Motion wording: Motion to approve the name of the Riverf | They were give<br>y are requesting | en naming rights as par<br>g the name: Spokane H | t of the donation agreement ar<br>umane Society Paw Park.   | d in                     |
| Approvals/signatures outside Parks:  | Yes                                | ○ No   |   |                          |
| If so, who/what department, agency or co   |                                    |  | <b>D</b> I  |                          |
| Name:  | Email addres                       | SS:  | Phone:  |                          |
| Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jon Moog Grant Management Department/Name:   |                                    |  |   |                          |
| Fiscal impact: Expenditure   | Revenue                            | <b>!</b>   |   |                          |
| Amount:  Vendor:   | ○ New ven                          | Budget code:                                     |   |                          |
| Supporting documents:  | O MEW VEIN                         | uoi  |   |                          |
| Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp   |                                    | ACH Forms (                                      | v contractors/consultants/vendor<br>for new contractors/consultants/<br>ertificate (min. \$1 million in Gener | vendors                  |

Updated: 10/21/2019 3:23 PM

#### [CAUTION - EXTERNAL EMAIL - Verify Sender]

May 15, 2022

To: The Park Board of Spokane, Washington

From: Kathryn Hunt

Dear Members of the Park Board:

I was a Blue Bird and then a Camp Fire Girl when I lived in Spokane as a child. Later I served for ten years as Executive Director of the White Pine Council of Camp Fire, Inc. in Coeur d'Alene. At that

time we enrolled ninety groups throughout the four northern counties of Idaho. Each group had an adult leader, an assistant, and an average of ten youth members. While that was after the murder of Candy, many in our organization remembered her and were affected by her story, especially during our annual candy sales.

It would be caring and fitting for the Park Board to name a park play area after Candy. This would have a significant meaning, not only to the those in Spokane who were active in Camp Fire at that time, but also the many throughout the Pacific Northwest region who knew about her. Every child

is a treasure and is irreplaceable. As a Camp Fire song says, "Make new friends but keep the old; one is silver, the other gold."

Thank you for the work that you do for the City of Spokane and for consideration of this request, along with the others that you will receive.

Kathryn Hunt Hayden, Idaho Dear Park Board Members and Park Board staff,

I'm writing regarding a proposal recently presented to the Board regarding naming a playground after Candy Rogers.

My name is Julie Humphreys and I'm the Communication Director for the Spokane Police Department.

As you may be aware, Candy Rogers disappearance and murder shook the Spokane community in a way that few, if any, other tragedies of this sort have.

When the nine year old girl out selling Camp Fire mints disappeared, an entire community turned out to help find her, to pray for her, to lift each other up in the collective fear and sadness that enveloped people throughout Spokane.

When Candy was found dead, the community continued to come together in grief, in resolve to find Candy's killer, and in a renewed vow to hold all children a little tighter and do whatever it took to protect them.

When 62 years later Candy's killer was identified, again a community came together in a collective sigh of relief, in gratitude to those who never forgot Candy or gave up searching for her killer, and with hope that some element of justice, closure, or redemption was achieved.

The solving of Candy's cold case murder was shared across our community, the country, and internationally.

Media outlets from around the world contacted Spokane Police seeking interviews and access to Candy's family members.

The volume of calls, emails, and letters Spokane Police received thanking officers and detectives, relaying relief, and sending well wishes and love to Candy's family was impressive.

I believe the interest in Candy's story was about more than the solving of a 62 year old murder – it was about a little girl who represented everyone's daughter and deeply touched an entire community.

A part of Candy lives on in many people who remember that night in 1959 when our safe little city was forever changed - doors were locked, children didn't play outside unattended, and a community came together through tragedy.

As you know, Candy grew up in West Central Spokane.

Naming a playground after Candy at a park in that area is a fitting way to keep her memory alive and to celebrate the solving of her murder.

The laughter and fun emanating from a place where children gather will serve to remind us that life is precious and that Candy's life was valuable.

You may not be aware that the daughter of Candy's killer, Cathie, and Candy's cousin Joanne, have developed a wonderful relationship with one another.

Cathie is fully supportive of naming the playground after Candy – wow, what an example of grace.

I understand there is some concern about naming a playground after a little girl who was murdered – parents may be uncomfortable talking about what happened to Candy.

I believe naming the playground after Candy is an opportunity to lift up her story, which is about much more than her death, it's about a deep community connection, reconciliation, and good coming from evil.

And it's an opportunity to focus on the beautiful, unlikely friendship -6 decades later- that family members of the perpetrator and of the victim have forged through Candy.

Thank you for your time and consideration,

Julie Humphreys