

Spokane Park Board

3:30 p.m. Thursday, January 12, 2023 In-person in Council Chambers, City Hall, and 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

Sally Lodato (absent/excused)

X Gerry Sperling

X Barb Richey

Hannah Kitz (absent)

X Kevin Brownlee

X Christina VerHeul (arrived @ 3:32) Jonathan Bingle – City Council liaison

(absent)

Parks Staff

Mark Buening Berry Ellison Nick Hamad Al Vorderbrueggen Katie Kosanke Fianna Dickson Jason Conley Jennifer Papich Jonathan Moog

Amy Lindsey

Kris Behr

Sarah Deatrich

Guests

Kelly Brown Chris Wright Jamie SiJohn Linda Lauch Stephanie SiJohn Karen Stratton

MINUTES

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

- 1. Roll Call: Jennifer Ogden The meeting was called to order at 3:30 p.m. See above for attendance.
- 2. Additions or deletions to the agenda:

A. None

- 3. Public comment:
 - A. None
- 4. Consent agenda
 - A. Administrative and committee-level items
 - 1) December 8, 2022, regular Park Board meeting minutes
 - 2) January 4, 2023, special Park Board meeting minutes
 - 3) Claims December 2022
 - 4) Arboricultural Specifications and Standards Update/Consolidation of Information Katie Kosanke
 - 5) Garco Construction, Inc., change order #4/Don Kardong Bridge Rehabilitation Project (\$11,294.00 tax inclusive) - Berry Ellison
 - 6) Big Belly Solar, LLC. waste receptacles non-renewal notification Jonathan Moog

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #6, as presented.

Barb Richey seconded.

Motion passed with unanimous consent (8-0 vote)

5. Special guests

A. None

6. **Financial report and budget update** – Mark Buening presented the December financial report and budget update. The December operating expenditures for the Park Fund are almost \$5.1 million more than the historic budget average, which includes \$1.25 million transferred to fund Parks capital repair, replacement & capital projects. Year-to-date revenues are almost \$3.3 million above the budget average. Revenues are exceeding expenditures almost \$308,000. The December operating expenditures for the Golf Fund are about \$777,000 more than the budget average. Year-to-date revenues are exceeding the budget average about \$203,000. Revenues are exceeding expenditures about \$949,000 year-to-date. There will be no financial presentation in February. March financial report will include financials through year end 2022, and through February 2023.

7. Special discussion/action items:

- A. Expo+50 Infrastructure Projects Garrett Jones
 - 1) Garret shared key strategic projects which are slated for completion in 2023 and will have an everlasting impact on downtown Spokane and the community. Working in collaboration with City of Spokane Public works division, the Expo 50th anniversary initiative, and City Council, the initial projects will focus on infrastructure & amenities; connectivity, mobility, & walkability of downtown Spokane and the community; and goals & objectives within the Master Plan. These projects include the Riverfront Park South Suspension Bridge, the South Gorge Trail, and the Riverfront Park Post St. parking lot and trailhead.
 - a. The South Suspension Bridge project includes a new bridge deck, rails, and lighting. Design is complete and ready for bid with a projected seven-to-nine-month construction duration. Funding is secured through a 50% funding match from a Recreation and Conservation Office state grant, with the remaining 50% of funds potentially from REET, subject to City Council approval. Total cost of the project is \$2.8 million.
 - b. The South Gorge Trail project includes extending the trail under Monroe St. bridge to Main Ave. and will separate the trail from the congested Monroe St. intersection. Design is 60% complete and will be ready to bid in spring 2023, with a projected four-to-six-month construction duration. Funding comes from a strategic investment fund which was set aside by our previous administration, and REET. Total project cost is \$2.1 million.
 - c. The Post St parking lot & Trailhead project includes replacing the parking lot to include increased ADA parking, and a new Centennial Trail bicycle and walkway connection to Post Street. Completion of this project will finish the west end of Riverfront Park. Design is 60% complete and will be ready to bid in 6 months. There is a projected three-month construction duration (after the bridge construction is complete). \$550,000 funding from the Riverfront Park Bond is subject to Park Board approval. The total project cost \$550,000.
- B. 2022 Programming, Marketing, and Sponsorship Annual Review Amy Lindsey

 1) Amy's report highlighted the efforts of the programming in Riverfront Park in 2022. In

comparison to 2019, there has been an overall increase in event attendance, particularly in party rentals and corporate/private events. There was a slight increase in community engagement attendance as we focus on quality, consistently well-attended events over quantity.

- C. Nominating Committee Appointments Jennifer Ogden
 - 1) Section 12 of the Park Board bylaws tasks the sitting Park Board president with establishing a four-person committee to recommend nominees for the offices of Park Board President, Vice President, and Secretary. Four Park Board members volunteered to serve: Bob Anderson, Barb Richey, Kevin Brownlee, and Christina VerHeul. The committee will poll the remaining Park Board members to inquire who they would like to see in these positions and ask the questions of what can be done to improve our process and what suggestions they may have.
 - 2) Park Board members are urged to consider their standing committee assignments and think about any changes they would like to make.

8. **Committee reports**:

Urban Forestry Tree Committee: January 3, 2023 – Kevin Brownlee

- A. Action items: The action item was presented on the consent agenda.
- B. Two additional items were discussed:
 - 1) Pine Beetle infestation at Downriver Golf Course. A contract for removal of the infested trees was approved at the special Park Board meeting on January 4.
 - 2) There are four vacancies on the Urban Forestry Citizen Advisory Committee: A member-at-large, a downtown representative, a historic preservation representative, and a utilities representative. Interested parties should contact Katie Kosanke at 509-363-5496.
- C. The next regularly scheduled meeting is 4:15 p.m. January 31, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: The January 10, 2023 meeting was canceled. – Gerry Sperling

- A. Action items: None
- B. The committee discussed the Pine Beetle infestation at Downriver Golf Course. In the summer and fall months of 2022, staff observed numerous stressed trees. Golf worked in conjunction with Katie Kosanke from Urban Forestry, an entomologist, and forestry expert Nick Jeffries from SFD. Aggressive action is being taken to remove all infected pine trees from the golf course.
- C. The next scheduled meeting is 8:00 a.m. February 7, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: January 4, 2023 – Greta Gilman

- A. One of three action items were presented on the consent agenda.
- B. Park Board Supporting Resolution for a Proposed American Indian Community Center on Park Land Garrett Jones
 - 1) Garrett presented an overview of a proposed permanent location for the American Indian Community Center (AICC) and the potential partnership this would provide. He referred to the Master Plan which outlines the approach and policy development used to determine such partnerships. The January 12 Park Board vote is strictly to support a resolution to explore the project, which would be advantageous to the AICC when seeking State funding.
 - 2) The 200-acre High Bridge Park on the banks of the Spokane River and Latah Creek has a historical connection to the Spokane Tribe of Indians. Approximately 30% of the park

- is developed, including a disc golf course, dog park, picnic shelter and restroom; however, a safe, attractive anchor is needed to better stimulate the park and increase positive activity.
- 3) The American Indian Community Center, which serves as an essential multi-service agency for all people, was founded in the 1960's and has been operating without a permanent home. Its offerings include offerings include housing assistance, transportation, addiction counseling, and food bank. The proposal includes a long-term lease for approximately two acres of underutilized land in High Bridge Park along the Spokane River for the construction of a new 20,000 square foot AICC at an estimated cost of \$10-12 million, funded by public and private sources. Several steps must be taken prior to project approval.

Motion No. 2: Greta Gilman moved to approve the Park Board Supporting Resolution for a Proposed American Indian Community Center on Park Land.

Barb Richey seconded.

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

- A. Northwest Playground Equipment, Inc. Contract for Play Equipment & Installation/Liberty Park Playground Project (\$235,652.92, tax inclusive) Berry Ellison
 - 1) Berry gave a presentation regarding the purchase and installation of play equipment at Liberty Park. The playground area will occupy approximately 4,000 square feet of the park (about .1 acres) and will be purchased through a public state contract for play equipment and play surfacing in which prices were previously negotiated.
 - 2) Children attended interactive open houses where they provided input for the future playground which will incorporate a whimsical theme and include slides, swings, and a zipline. The ground surface will be comprised of a colorful, resilient, rubberized material which wears well and can be easily replaced. Parents would like to see renovated restrooms.

Motion No. 3: Greta Gilmore moved to approve the Northwest Playground Equipment, Inc. Contract for Play Equipment & Installation/Liberty Park Playground Project (\$235,652.92, tax inclusive)

Nick Sumner seconded.

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

B. The next scheduled meeting is 3:30 p.m. February 1, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: January 4, 2023 – Sally Lodato

- A. Action items: None
- B. In Sally's absence, Jennifer Papich informed the Board of discussions surrounding the Riverfront Park Podium and that more discussions are to follow.
- C. The next scheduled meeting is 5:15 p.m. February 1, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: January 9, 2023 – Nick Sumner

- A. Action items: The action item was presented on the consent agenda.
- B. Berry Ellison gave a regarding repairs to the Riverfront Park Theme Stream which is

- cracked and leaking. Repairs are set to begin in the Spring.
- C. Amy Lindsey gave the marketing report which was presented in this meeting.
- D. Riverfront Park zipline proposals will be released sometime in February.
- E. The next scheduled meeting is 4:00 p.m. February 9, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Finance Committee: January 10, 2023 – Bob Anderson

- A. Action items: None
- B. Mark Buening presented December 2022 financials. We continue to see expenses increasing at a higher rate than revenue. 2022 will end with Parks in a position of positive revenue unless unforeseen year-end adjustments occur. Garrett Jones and the Finance group will closely monitor program and service additions unless additional funding is developed for 2023.
- C. The next regularly scheduled meeting is 3:00 p.m. February 7, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: December 21, 2022 – Bob Anderson

- A. Action items: None
- B. Fianna Dickson presented an update of the draft policy & procedure for Adopt-a-Park and Park Friends. She informed the committee that we are working with our legal department to finalize the policy, aiming to present it to the committee for approval at the January 18 DVC meeting.
- C. Garrett Jones presented an Expo+50 update. Hiring of the Program Manager is anticipated for January 2023 and is essential for activating the planned Expo+50 events.
- D. DVCAC chair, Kelly Brown, provided a recap of year-end activity and gave insight to 2023 activities. 2022 ended positively after some growing pains of being a first-time committee. The committee includes members of several Friends of Parks groups, some of whom have presented proposals for projects they hope to work on. The DVCAC has been a landing place for the progress of the Friends toolkit which guides one through successfully starting a Parks Friends group or Adopt-a-Park group in support of their neighborhood parks.
- E. The next regularly scheduled meeting is 3:00 p.m. January 18, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. **Reports**

- A. President: Jennifer Ogden
 - For Jennifer's final President's report, she commented that her time as President has been fun and interesting. She stated that the job is always a learning experience and gives insight into how the City works. Jennifer thanked the Board and staff for their support.
- B. Liaisons
 - 1) Conservation Futures No update given.
 - 2) Parks Foundation No update given.
 - 3) City Council No update given
- C. Director: Garrett Jones
 - 1) Garrett thanked:
 - Jennifer Ogden for her commitment and effort during her years as Board President.
 - The staff, volunteers, sponsors, and partners involved in various 2022 events.
 - Nick Hamad and Berry Ellison for their work with Garco Construction on the Don

Kardong Bridge, and various organizations for providing funds and support. Garrett informed the Board that additional elements and improvements on the bridge are coming this Spring.

- 2) All the infested trees in Downriver Golf course are down. While contractors are still onsite, staff will do a site walk with partners to ensure no additional trees are affected.
- 3) Therapeutic Recreation Powderhounds at Mount Spokane saw a 25% increase in ages 8 to 16.
- 4) All youth winter camps and Corbin Art Center camps were filled to capacity. Winter volleyball league was also near capacity.
- 5) The Riverfront Park Stepwell art piece is nearly complete. Crews will return in March for final work, and it will be ready for ribbon cutting in Spring.

10. Executive session

A. None

11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 4:59 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. January 31, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: 3:30 p.m. February 1, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: 5:15 p.m. February 1, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. February 6, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: 8:00 a.m. February 7, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Finance Committee: 3:00 p.m. February 7, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: 3:00 p.m. January 18, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

- B. Park Board: 3:30 p.m. February 9, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx.
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

Garrett Jones

Garrett Jones, Director of Parks and Recreation



Spokane Park Board

3:30 p.m. Thursday, December 8, 2022 In-person in Council Chambers, City Hall, and virtually via WebEx

Park Board members

- X Jennifer Ogden President
- X Bob Anderson Vice President
- X Garrett Jones Secretary
- X Nick Sumner
- X Greta Gilman
 - Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- X Christina VerHeul
- X Jonathan Bingle City Council liaison

Parks staff

Guests

Jason Conley
Nick Hamad
Jennifer Papich
Al Vorderbrueggen
Mark Buening
Berry Ellison
Kris Behr
Sarah Deatrich

MINUTES

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

- Roll Call: Jennifer Ogden
 President Ogden called the meeting to order at 3:30 p.m. See above for attendance.
- 2. Additions or deletions to the agenda:

A. None

3. Public comment:

A. None

4. Consent agenda

- A. Administrative and committee-level items:
 - 1) November 10, 2022, regular Park Board meeting minutes
 - 2) Claims November 2022
 - 3) Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) Nick Hamad
 - 4) Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket, \$510,000 (\$102,000/year) Carl Strong
 - 5) Utilities/Parks Interdepartmental Agreement Amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax) Jonathan Moog
 - Environmental Covenant with Washington Department of Ecology Jonathan Moog / Berry Ellison

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #6, as presented

Gerry Sperling seconded.

Motion passed with unanimous consent (10-0)

5. Special guests

A. None

6. **Financial report and budget update** – Mark Buening presented the November financial report and budget update. The November operating expenditures for the Park Fund are almost \$4.8 million higher than the historic budget average. Year-to-date revenues are approximately \$3 million above the budget average. Revenues are exceeding expenditures almost \$235,000. The November operating expenditures for the Golf Fund are nearly \$441,000 higher than the budget average. Year-to-date revenues are exceeding the budget average about \$230,000. Revenues are exceeding expenditures about \$1.5 million year-to-date.

Mark gave thanks to the accounting team who, through their diligence, were able to prepare and provide necessary reports in a short timeframe.

7. Special discussion/action items:

- A. EXPO+50 Activation Update Garrett Jones
 - 1) Garrett began his presentation by giving an overview of the initiative as we move toward 2024. A variety of local agencies & organizations are working to develop a plan to celebrate the 50th anniversary of EXPO '74, and what we are moving toward in the next 50 years. Celebration project involved long-range partnership plans with stakeholders from the downtown core and the community. The planning is divided into five areas: infrastructure & amenities; funding & government structure; EXPO+50 events & special activities; marketing & branding; and connectivity, mobility, and walkability of downtown Spokane and the river corridor. The goal is to bring the community together to celebrate and reflect upon how EXPO '74 shaped Spokane, and also what direction we will take moving forward. Permanent amenities and activities will be added, as well as one-time events and special activities, giving the community an opportunity to gather and celebrate. Twelve core partners of the City are contribut through in-kind services/staff, and a funding model to run from 2023 into 2024. The partners include the City of Spokane Parks Department, Spokane County, the Public Facilities District, the Novia Foundation, Greater Spokane, the Downtown Spokane Partnership, the Spokane Sports Commission, the University District, Visit Spokane, Gonzaga University, Avista, and Kendall Yards. The initiative focuses the river's importance in Spokane and visualizing it as the center of the community rather than a boundary. The activation of the river will add amenities and acknowledge three distinct districts within the downtown core.
 - 2) Garretts presentation included:
 - a. Our goals
 - b. Our considerations
 - c. Event structure
 - d. Themes (with definitions)
 - e. Calendar of possible anchor events
 - f. Milestones/tasks moving forward
 - g. Questions/concerns
 - h. Desired qualifications of a Parks Program Manager
 - 3) \$450,000 dollars were received from ARPA through Visit Spokane, in addition to \$120,000 per year from our 12 partners
 - a. Councilman Bingle asked for clarification regarding the \$120,000 from partners. Garrett explained it will be received as \$10,000 per year, from each of the 12 partners, for 2023 and 2024.
 - b. Councilman Bingle inquired what portion of the ARPA funds will Parks request. Garrett explained Parks' intended starting point is approximately \$50,000

8. **Committee reports**:

Urban Forestry Tree Committee: November 29, 2022 - Kevin Brownlee

- A. Action items: None The November 29 meeting was canceled.
- B. The next regularly scheduled meeting is 4:15 p.m. January 3, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: December 6, 2022 - Gerry Sperling

- A. Action items: None The December 6 meeting was canceled Gerry Sperling
- B. Gerry conveyed there is simulator golf offered at all the golf courses. One must call the clubhouses or check our website for site-specific information.
- C. The next scheduled meeting is 8:00 a.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: November 30, 2022 - Greta Gilman

- A. Action items: Action items were presented on the consent agenda.
- B. Discussion items included a presentation by the Spokane Tribe regarding a partnership with the City of Spokane for a permanent location of the American Indian Community Center in High Bridge Park, a landowner's request for a utility easement, dog park update, and Parks Master Plan implementation.
- C. The next scheduled meeting is 3:30 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: November 30, 2022 meeting was canceled. - Sally Lodato

- A. Action items: None The November 30 meeting was canceled.
- B. The next scheduled meeting is 5:15 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: December 5, 2022 - Nick Sumner

- A. Action items: Action items were presented on the consent agenda.
 - 1) President Ogden gave a reminder of the winter activities taking place at Riverfront Park and encourages families to participate in the holiday cheer.
- B. The next scheduled meeting is 4:00 p.m. January 9, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Finance Committee: December 6, 2022 - Bob Anderson

- A. Dedicating West Canyon Drive as a public road / Indian Canyon Park & Indian Canyon Golf Nick Hamad
 - 1) West Canyon Drive is a public road outside of City limits which is located behind Indian Canyon Golf course, connecting to Government Way up to Assembly and eventually, Sunset Highway. This road is near the end of its life, is currently in poor condition and can no longer be safely maintained. For this reason, it was closed in November. Before the closure, this road was used primarily by the public for transportation purposes. It also provides access to the Indian Canyon Golf Course maintenance shop. Parks has never maintained public streets inside or outside of the city, and Canyon Drive is functioning as a public county road. Parks has never maintained Canyon Drive. Despite Canyon Drive's use as a public roadway, there is no existing record of the roadway ever being dedicated as 'Right-of-Way', or as a public roadway. A dedication is required to reflect current use and provide opportunity for proper maintenance. The resolution is non-binding and if accepted by Park Board expresses Park Board intent that West

Canyon Drive from the intersection of West Bonnie to the intersection of West Greenwood Boulevard be dedicated as a public roadway to Spokane County. Since the road is in the County, Spokane County is the appropriate authority having jurisdiction, not Spokane City. The resolution further resolves that the Parks Director and appropriate Parks staff are authorized to work with Spokane County staff to perfect the dedication of West Canyon Drive to Spokane County as a public roadway. Since the resolution is non-binding, additional process is required to apply for the roadway to be dedicated, and the county must accept the public roadway per its typical process. It may be possible that the County may decline accepting the roadway. If the resolution is approved, Garrett Jones, Nick Hamad and the Public Works Director or her designee maytake this to City Council and request their endorsement for the dedication. Parks would then follow the typical process for dedicating public roadway in Spokane County. ultimately asking the county commissioners to accept the dedication. This process allows for adequate review and input by the County, City, and general public regarding this issue. The outcome of this process will ultimately determine which entity – City Parks, City Streets, County Roads is responsible for maintaining the roadway.

Motion No. 2: Bob Anderson moved to approve the resolution dedicating West Canyon Drive as a public roadway.

Kevin Brownlee seconded.

Greta Gilmore inquired if the Friends of the Palisades have been contacted and whether they are in favor of the resolution. Nick assured Greta that the Friends of the Palisades have been contacted and support any measure to improve West Canyon Drive.

Bob Anderson asked whether we verified the legality of this process with our Legal Department, to which Nick replied that the Legal Department has confirmed Parks can legally dedicate this land as Right-Of-Way.

Councilman Bingle questioned how the road's closure will affect surrounding areas. Nick stated the alternate routes may affect one's commute time; however, a detour would be managed on Government Way, which is another City arterial.

Motion passed with unanimous consent (10-0)

B. The next regularly scheduled meeting is 3:00 p.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee (DVC): November 16, 2022 – Bob Anderson A. Action items: None

- 1) Garrett Jones presented the EXPO+50 update.
- 2) Fianna Dickson presented the quarterly volunteer report. She also presented a draft policy and procedure for Adopt-A-Park and Park Friends. The policy provides direction, expectations, and support for community involvement in parks.
- The Development & Volunteer Citizens Advisory Committee (DVCAC) met on Thursday, November 17. Members shared recent successes and introduced upcoming events.
 - a. Lee Williams (Friends of Coeur d'Alene Park) spoke of the Halloween Spook Walk which earned \$4000. Future events include an art fest in June 2023, and the summer concert series later in the summer.
 - b. Trevor Finchamp (Friends of the Bluff) is focused on planning and preparing for post-winter activities, including new trail maps. Their first 2023 events will begin in

June.

- c. Cole Taylor (Friends of Riverfront Park) discussed efforts to develop a website for their group. Trevor Finchamp provided recommendations for Cole.
- d. Kelly Brown (Friends of Manito) provided an update on their holiday light show.
- e. Three group members' first terms are expiring in February, including Kelly Brown's term as interim Chair. A motion to extend her term through January 2024 was passed.
- 4) Bob explained a purpose of the DVCAC is to provide access to the Park Board through the DVC. Members are encouraged to develop presentations highlighting their activities and requests for increased Park support. They are working on their presentations with plans to bring them to the Committee in 2023. Bob remarked that seeing the growth of the CAC has been a rewarding experience. The CAC's vision of community members working with Parks to enhance their groups' efforts and strengthen the community has been led by groups' original members. Bob recognized DVCAC Chair, Kelly Brown, for her efforts which have been essential to the development of the group.
- B. The next regularly scheduled meeting is 3:00 p.m. Dec.21, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. **Reports**

- A. President: Jennifer Ogden
 - 1) Jennifer wished everyone a Merry Christmas and happy holidays.
 - Official appointments for the nominating committee for the next Park Board officers will be in January. One may serve on the committee even if they wish to be an officer or may be asked to be an officer.

B. Liaisons

- 1) Conservation Futures Nick Sumner No report given.
- 2) Parks Foundation Barb Richey
 - a. Total revenue for 2023 will be 480,200 cents.
 - b. The 2023 grant allowance budget was increased by \$10,000, allowing up to \$60,000 for grants.
 - c. Treasurer Marta Defenbach's term is expiring. She will be replaced by new board member, Gene Fitzpatrick from Spokane City Credit Union. Craig Anderson, Amy Lutz, and Ted McGregor have renewed their board positions for three years. Kevin Hennessey will be President beginning in January. Wade Schertenlieb will be President-Elect, and Amy Lutz will be Past Chair.
 - d. The next scheduled meeting will be at 4:30 p.m. on Wednesday, February 22, 2023.
- 3) City Council Jonathan Bingle
 - a. City Council is updating their committees and Mr. Bingle will remain in his role with the Park Board.
 - b. Council is also working on approving a 2023 budget. Mr. Bingle has asked the City's CFO to provide an analysis of what it would look like if Parks received 8% of the entire budget as opposed to 8% of the general fund for park improvements and a possible new park in NE Spokane.
 - c. Council is requesting funding from state legislature for the American Indian Cultural Center.
 - d. Council removed Don Kardong Bridge funding ask from their tier-1 legislative asks as the bridge repair will be privately funded.

C. Director: Garrett Jones

1) Garrett expressed thanks to the Park Board and staff for a successful year.

- a. Approximately \$7 million of non-Parks Department funding was invested in Parks capital projects in 2022, which is 3.5 times the amount Parks contributes to our capital program. Garrett recognized City Council, ARPA, Avista, County Conservation Futures, City Utilities for their contributions.
- b. Don Kardong Bridge is nearly finished and will be opening soon.
- c. Milestones of 2022:
 - i. Adoption of the Parks and Natural Land Master Plan
 - ii. Downriver Golf Course project completed. A little over 20 million gallons of water, or 40%, saved in one year.
 - iii. Dwight Merkel Sports Field renovation is complete.
 - iv. Other 2022 accomplishments include:
 - 1. Palisade Park Rimrock to Riverside expansion
 - 2. Red Wagon renovation
 - 3. Riverfront North Suspension Bridge completion
 - 4. Don Kardong Bridge renovation
 - 5. Avista Upriver Park Project
 - 6. The Seeking Place art installation at Riverfront Park
 - 7. Year round free and affordable programming at Riverfront Park
 - 8. The SEEK and Parks Foundation grants for youth recreation programs
 - Community Center and outdoor program partnership for outdoor recreation through SEEK funding
 - 10. Youth gang intervention pilot program
 - 11. SpoCanopy Tree Planting and Education Program continued growth through partnership with the Lands Council
 - 12. The Pacific Education Institute and On Track Academy partnership
 - 13. The tree seedling giveaway symposium Tree Planting and Education Program
 - 14. Manito Park Mirror Pond swan sculpture
 - 15. Manito Park Holiday Lights
 - 16. Arbor Day Celebration
 - 17. Fall Leaf Celebration
- d. Garrett thanked the Board for their leadership, guidance, and trust in Parks staff
- e. Garrett thanked Parks staff
- f. Garrett extended special thanks to Parks management team.
 - i. Al Vorderbrueggen, Angel Spell, Carl Strong, and Katie Kosanke from Operations
 - ii. Jen Papich, Ryan Griffith, and Mark Poirier from Recreation
 - iii. Jon Moog, Amy Lindsey, and Kevin Sharrai from Riverfront Park
 - iv. Mark Buening from Finance
 - v. Jason Conley, Fianna Dickson, and Nick Hamad from Admin

10. Executive session

A. None

11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 4:27 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. January 3, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

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Recreation Committee: 5:15 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. January 9, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: 8:00 a.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Finance Committee: 3:00 p.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: 3:00 p.m. December 21, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

- B. Park Board: 3:30 p.m. January 12, 2023, Council Chambers, lower-level City Hall, and virtually 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



Special meeting of the Spokane Park Board Minutes

3:00 p.m. Wednesday, January 4, 2023 Lilac Conference Room,1st floor City Hall, and WebEx virtual meeting

Guests

Park	Roar	'd Me	mbers

X Jennifer Ogden – PresidentX Bob Anderson – Vice President

X Garrett Jones - Secretary

X Nick Sumner

X Greta Gilman

X Sally Lodato

X Gerry Sperling

X Barb Richey

X Hannah Kitz (3:03)

X Kevin Brownlee

X Christina VerHeul

X Jonathan Bingle – City Council liaison

Parks Staff

Jason Conley

Al Vorderbrueggen

Nick Hamad

Katie Kosanke

Jennifer Papich

Mark Poirier

Jon Moog

Mark Buening

Fianna Dickson

Sarah Deatrich

Kris Behr

Angel Spell (3:18)

Berry Ellison (3:22)

MINUTES

1. Roll call – Jennifer Ogden

A. Meeting was called to order at 3:00 p.m. See above for attendance.

2. Special discussion/Action item

- A. Spirit Pruners, LLC. public works contract / Downriver Golf Course Forest Health Management (\$302,000 + applicable tax) Mark Poirier / Nick Hamad / Mark Buening
 - 1) Garrett Jones prefaced the presentation by thanking the Board accommodating the special meeting and thanking Urban Forestry, Golf, Planning, Park Operations, and the Fire department for their collaboration in identifying the tree health issue.
 - 2) Mark Poirier provided project details.
 - a. Nearly 200 Ponderosa Pine trees impacted by pine beetles must be swiftly and strategically removed from Downriver Golf Course to prevent health impact to additional trees in the golf course and surrounding natural lands. All work will be performed by licensed & certified arborists and contractors.
 - b. To prevent spread, a combined 198 live infested trees and dead standing trees are marked for removal. All logs will be removed to an appropriate offsite disposal location and all limbs and debris will be ground and disposed of.
 - c. All work is to be completed prior to February 10, during the dormancy of the beetles, to reduce the potential of infecting healthy trees.
 - 3) Nick Hamad shared images of affected trees and tree locations.
 - a. Infestation is distributed throughout the property. Yellow highlighted areas depict zones within the course where tree removal is necessary. The zones are mainly

located in larger areas and traditionally unwatered areas, which aligns with Urban forestry experts citing drought stress as a main contributing factor. Only the trees which are marked for removal will be cleared from these areas. Infected trees, some in very early stages of infestation, were identified by City of Spokane urban foresters along with a Washington state Department of Natural Resources entomologist. Two types of beetles are infesting the trees: the Ips Beetle infects the tops and small diameter areas, and the Western Beetle infects the trunk of the tree. Our experts have been greatly successful with aggressive tree removal for containment of infestations such as this; however, follow-up inspections are probable and follow-up tree removals are possible.

- 4) Nick Hamad provided information concerning the bidding process.
 - a. All City of Spokane procurement policies and procedures were followed and he invitation to bid was publicly advertised. In addition to requiring a forester or arborist license, the City required applicants to submit details of five projects of equal scope and size in the past five years since the City is particularly concerned with logging operations on manicured turf. Spirit Pruners provided the lower bid of two submitted proposals. Funds will come from the 2023 golf budget.
- 5) Mark Buening shared budget details.
 - a. Most capital expenditures in golf are not typically until the end of summer, after the busy golf season has brought in revenue. In this case, we are moving forward in order to prevent further pine beetle infestation and protect the healthy trees from being affected. Golf fund cash reserves will be utilized until the golf courses are open, at which time the reserves will be replenished throughout the season.
- 6) President Ogden inquired whether the larvae spend any time in the soil? Katie Kosanke responded the infestation occurs only within the cambium layer of the tree. Beetles enter the tree, lay eggs, and the larvae damage the xylem and phloem, preventing water from reaching the crown. Since soil temperature affects the status of the tree, it is related to the beetle activity though no activity takes place in the soil.
- 7) Bob Anderson noted the difference between the work deadline of February 10, and the contract end date of June 1. Nick explained the contract period is longer due to the procedural and payment reasons which occur following the completion of the work.
- 8) Gerry Sperling voiced concern over the warmer weather as the February 10 deadline approaches, and whether it affects the chances of success. Katie acknowledged weather is an issue; however, we are confident the work will be completed. Routes have been established to provide greater access and limit impact in the work zones.
- 9) Sally Lodato questioned whether the tree stumps will be removed. Nick replied that stumps will not be removed as part of this project. Since stump removal is not necessary to alleviate the infestation, and due to the expense of stump removal, they will be removed as cost effectively as possible, at a later time. Mark Poirier added that stumps will be cut as close to the ground as possible.
- 10)Mark Poirier provided additional reasoning for the importance of expeditiously completing the work.
 - a. The colder weather provides firmer ground which will allow heavy machinery to move on and off the course with less impact to the turf.
 - b. Work completion and removal of logs, limbs, debris, and equipment is desired prior to golf season opening which could be as early as March 1.
- 11)Barb Richey asked why the funding isn't coming from the Park fund since Golf funds are limited. Garrett explained that staff evaluated funding the Downriver tree work with both Golf Fund and Park Fund resources. Upon evaluation, funding solely from the Golf Fund was deemed appropriate as the property in need of tree work is solely maintained and operated by the Golf Fund for the benefit of golfers, and the golf division does have a capital project planned for 'on course tree work'. While the cost

of this project exceeds what was planned for tree work in 2023, it is still within the Golf Fund planned capital budget for 2023. Had the tree removal work been necessary on a park and not a golf course, park fund resources would have been used. Additionally, Garrett explained that the Golf Fund has more financial resources available for this work now than the Park Fund does

12) Christina VerHeul questioned whether to expect a replanting strategy upon completion of the project. Nick assured Christina that there will be a replanting strategy. We are required to replace two trees for every one tree removed within approximately 150 feet of the river; however, all the replacement trees need not be within that zone. We aim to meet the replanting requirement later in 2023.

Motion #1: Jennifer Ogden moved to approve the Downriver Golf Course Forest Health Management construction contract as presented.

Gerry Sperling seconded.

The motion passed unanimously (11-0 vote).

3. Public comment/Correspondence:

A. None

4. **Adjournment**: The meeting was adjourned at 3:28 p.m.

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

CITY OF SPOKANE PARK AND RECREATION DIVISION DECEMBER 2022 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - JANUARY 12, 2023

PARKS & RECREATION:

SALARIES & WAGES	\$ 1,348,520.46
MAINTENANCE & OPERATIONS	\$ 765,871.58
CAPITAL OUTLAY	\$ 9,781.23
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 65,543.30
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 792.00
GOLF:	
SALARIES & WAGES	\$ 138,081.03
MAINTENANCE & OPERATIONS	\$ 117,758.01
CAPITAL OUTLAY	\$ 21,869.19
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 2,468,216.80

Spokane Park Board Briefing Paper



Committee	Urban Forestry Tree Committee (UFTC)	
Committee meeting date	January 12, 2023	
Requester	Katie Kosanke, Urban Forester Phone number: 509-363-5496	
Type of agenda item	● Consent	
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Other	
City Clerks file (OPR or policy #)		
Item title: (Use exact language noted on the agenda)	Arboricultural Specifications and Standards Update/Consolidation of Information	
Begin/end dates	Begins: Ends: ✓ Open ended	
Background/history: The Arboricultural Specifications and Standards for the City of Spokane was last updated in 2002. This proposed update consolidates information into a more concise document with much less background information and verbiage. The content has not changed and the document doesn't impact or modify any current policies, standards or ordinances. The Arboricultural Specifications and Standards of Practice for the City of Spokane contains the regulations and standards for the removal, pruning, planting, and other maintenance of trees on public property - which also is cited in the City Ordinance and referenced ANSI National Standards. The purpose of the manual is to provide a helpful detailed guide with information all in one place about proper arboriculture practices for developing and improving the tree resources of the community. When Engineering Design Standards (for tree placement) and the planting detail are updated (currently under review), those can also be updated in this manual for consistency. Motion wording: Recommend Approval of the Update/Consolidation of the Arboricultural Specifications and Standards		
Approvals/signatures outside Parks: If so, who/what department, agency or c	Ompany:	
Name:	Email address: Phone:	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Grant Management Department/Name: Fiscal impact: Expenditure Amount: None - update to informational document	Revenue Budget code:	
Vendor:		

Updated: 10/21/2019 3:23 PM

City of Spokane

Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane

January 2023

Prepared for:

City of Spokane Parks and Recreation

Urban Forestry Program

808 W Spokane Falls Blvd Spokane, WA, 99201



Prepared by:

Davey Resource Group Inc. 6005 Capistrano Ave., Suite A Atascadero, California 93422 www.daveyresourcegroup.com



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Section 1. Introduction

This document contains the regulations and standards for the removal, pruning, root pruning, planting, and other maintenance of trees. It applies to trees on public property and street rights-of-way. The purpose of the manual is to provide a detailed guide to approved Best Management Practices (BMP) in arboriculture for developing and improving the tree resources in the city. The manual is intended as a reference primarily for arborists, engineers, landscape architects, landscape contractors, and urban planners to ensure compliance with the City of Spokane urban forestry ordinance (Spokane Municipal Code section 12.02.900). Secondarily, it is for property owners performing minor pruning; the Spokane Tree Stewardship Guide is also a helpful resource for homeowners.

Section 2. Areas of Responsibility and General Requirements

Spokane Municipal Code 12.02.900 provides the legal basis for the development of an Arboricultural Specifications and Standards Manual for the proper care of trees in our urban forest. The ordinance places the supervisory responsibility of managing trees in public rights-of-way and other public places under the Parks and Recreation Division. Additionally, the ordinance establishes the maintenance responsibilities of the abutting property owner. The management of the urban forest is a cooperative responsibility of public and private owners. It involves a combination of property owners, the Urban Forestry Program, commercial tree services, public utilities, tree nurseries and other city departments in a systematic maintenance program that considers the needs of individual trees and the urban forest as a whole.

These specifications and standards serve as principles for the proper care of all public trees. They will apply regardless as to whether the work is performed by city staff, or commercial tree services or property owners. The Arboricultural Specifications and Standards Manual shall be adhered to at all times but may be amended by the director of Parks and Recreation at any time that experience, new research or laws indicate improved methods, or other circumstances that make it advisable. Exceptions to the specifications and standards manual must be by written approval of the Parks and Recreation Director or designee.

It is the responsibility of the abutting property owner to protect the health of the street trees(s) through compliance with Spokane Municipal Code. Tree care performed directly by the abutting property owner or through a hired arborist contractor or commercial tree service shall comply with the guidelines herein.

Section 3. Tree Planting, Pruning, and Removal

3.1 Worksite Requirements

3.1.1 Street Closure and Traffic Control

- a. Blocking of public streets shall not be permitted without prior approval by the City of Spokane. The permit holder is obligated to notify homeowners in writing in work area prior to commencing work. The permit holder is responsible for having the vehicles moved during arboriculture work.
- b. The permit holder shall provide adequate barricades, certified flagger(s), signs and/or warning devices during the performance of the tree work to protect workers, motorists and pedestrians. All placements of traffic control devices (cones, signs, barricades etc.) must conform to the American Traffic Safety Standards. Refer to SMC 12.02.074 (Traffic Regulation) for minimum code requirements. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient for traffic control. Obstruction Permits are required for any work within the public right-of-way.

Questions may be directed to the Public Works Permit Coordinator.

3.1.2 Site Cleanup

- a. The permit holder shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of all debris from the street, curb, parkway, sidewalk, private lawns, and driveways. Exceptions are allowed for private property owners that have specifically requested in writing to leave wood or chips. If the private property owner requests wood or chips, these shall be left on private property, and not the right-of-way. The permit holder is responsible for disposing of debris according with disposal regulations of the City of Spokane, Spokane County, and the State of Washington. The site shall be returned to the condition prior to work.
- b. Limbs and trunks temporarily placed in the right-of-way areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable. Under no circumstances shall these materials be allowed to remain in the right-of-way or in a park overnight.
- c. All infectious diseased trees or parts possibly harboring disease vectors or invasive pests shall be removed and disposed of according to City, County, and State regulations, and may not be left for property owners. The City Arborist or their agent will determine the current list of infectious diseases, vectors, and invasive pests.

3.1.3 Protection of Property

a. The permit holder shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, and any and all other real or public

- property. Holes made in lawns shall be filled with native topsoil and seeded with a turf grass lawn seed mix unless specified otherwise by the property owner.
- b. Equipment shall not enter private property without written permission from the property owner.
- c. Vegetation surrounding trees should be disturbed as little as possible during tree work.
- d. Sidewalks, curbs, streets, irrigation heads, and manhole structures shall always be protected from the impact of falling wood by the use of supports, ropes, or mechanical devices. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

3.1.4 Protection of Overhead Utilities

- a. Pruning operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The permit holder shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to tree work operations.
- b. The permit holder shall make arrangements with the utility company for removal of all limbs and branches that may conflict with or create a hazard in conducting pruning operations. If limbs are within ten feet (10') of power lines, a safety prune must be conducted by the utility company prior to any tree work.

3.2 Tree Planting

A beautiful, healthy tree adds environmental, economic, and social value to the community. Trees are a critical element of urban infrastructure, providing shade, energy conservation, erosion control, clean air, urban wildlife habitat, and abating noise and wind. Choosing the right tree and the right place helps ensure beautiful, healthy trees that require less maintenance, and avoids future site conflicts.

3.2.1 Tree Planting Criteria

The City Urban Forester or designee may authorize or require tree planting whenever a public tree is removed, when a vacant site is identified, or as part of a community tree planting plan. Tree species and location selection will consider the following factors:

- a. Mature height, width, and habit of the tree
- b. Visibility and clearance near driveways, intersections, traffic signs, and signals
- c. Future conflicts with overhead and underground utilities
- d. Soil space for roots and potential conflicts with sidewalks, driveways, streets, curbs, sewer, septic systems, and other infrastructure
- e. Cultural requirements of the species including cold-hardiness, light, soil, wind and water

- f. Susceptibility to current and emerging urban forest disease or insect pests
- g. Current and future site uses
- h. Wildlife habitat, food, and usage
- i. Adaptability to current and forecasted climate
- i. Seasonal features such as flowers and fall color
- k. Fruit type and abundance

3.2.2 Tree Planting Permits

Permits are required to plant any tree within the public rights-of-way. Permit applications are obtained online (https://my.spokanecity.org/urbanforestry/permits/) or at the Development Services Center. A permit is required for each work site address. All worksites are subject to pre and post inspection of the site and work procedures.

Street tree planting by abutting property owners at residential locations is allowed, with city arborist technical assistance and approval.

3.2.3 Plant Material

- a. Plant material shall not be less than two (2") inches in diameter measured at six (6") inches above the ground unless a size variance is authorized by written request to the City Urban Forester. Plant material shall conform with and meet American standards for Nursery Stock, ANSI z60.1-(current version) or as amended and the Standardized Plant Names adopted by the American Joint Committee on Horticulture Nomenclature.
- b. Plant material may be balled and burlapped, containerized or bare root. A list of Approved Street Trees and their general characteristics is available at www.SpokaneUrbanForestry.org.

3.2.4 Tree Planting Specifications and Standards

3.2.4.A Location Requirement

Trees must meet the location requirements of Design Standards 3.5–2. Trees should be planted at sites that meet the following criteria:

- a. A minimum distance of fifteen (15') feet from driveways
- b. A minimum distance of ten (10') feet from drainage inlets
- c. A minimum of twenty (20') feet from drywells
- d. Without obstructing traffic signs or sight triangles
- e. A minimum of fifteen (15') feet from underground utilities

3.2.4.B Balled and Burlapped (B&B) Tree Installation

For tree installation specifications refer to <u>City of Spokane Standard Plans</u>, <u>Landscaping Sections V-101 and 102</u> for complete diagrams and details on tree and shrub planting. Trees not planted in conformity with these standards will be rejected. Corrections may be made for proper planting.

In some circumstances replacement of rejected trees may be required. Replacement will be done at the contractor's expense and not by the City of Spokane.

- a. Protection of existing features. During planting, protect all existing trees, shrubs and other vegetation, site features, improvements, structures and utilities specified herein and /or on submitted drawings, specifically authorized by the owner.
- Applicable specifications and standards. Best Management Practices Tree Planting, Second Edition by Gary Watson and American National Standard for Tree Care Operations—Standard Practices (Planting and Transplanting) 2012, and the City of Spokane Standard Plans, Landscaping Sections V-101 and 102.
- c. Accessories and soil amendments shall be applied:
 - i. Bark mulch: Wood chip mulch, shredded medium grind size. Mulch should be free from noxious weed seed, debris, and all foreign material.

3.2.4.C Transportation, storage and handling of plant material.

- a. Cover plants transported on open vehicles with a protective covering to prevent wind burn. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches.
- b. Handle plants with care and protect plants from injury. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
- c. Protect all plant from drying out. Should roots or root balls be dried out, large branches broken, soil balls broken or loosened, or areas of bark torn, the city may reject the injured tree(s) and require replacement trees by the permit holder.
- d. Plants, once removed from the holding medium, must be planted immediately.

3.2.4.D Tree planting operations

- a. During and immediately following planting, the work area should be kept clean and avoid obstructing normal traffic. Obstruction Permits are required for any and all work within the public right-of-way. General site cleanup applies.
- b. Excavate a hole 3X diameter of the root ball. Subgrade under root ball should be kept undisturbed to reduce settling.
- c. Protect the plant during planting:
 - Keep roots moist and protected from drying winds
 - Protect against damage to stems and branches
 - Avoid lifting trees by the trunk
- d. Set the plant in the hole:
 - Remove any container, wire baskets, and burlap completely from root ball.
 - Remove all trunk wrap, labels, tags, bamboo stakes or other foreign objects.

- At the time of planting prune only dead, broken, and double leader branches.
- Remove excess soil from root ball as required to expose original root flare.
- All 'adventitious roots', 'stem girdling roots' and 'suckers' shall be pruned away prior to planting.
- e. Backfill and water the new planting:
 - Break down sides of hole when backfilling.
 - Finished grade will result in the root flare one (1") inch to two (2") inches above the finished grade. Trees buried too deep or without exposing root flare will be rejected and shall be replanted at the proper depth.
 - Backfill with existing soil, do not tamp, water thoroughly.
- f. Mulching:
- Apply three to four (3-4") inches woody mulch at a minimum of 60 inches in diameter, keeping mulch at least three (3") inches from the trunk.
- g. Staking:
- After planting, if trees are unstable staking may be used but only as necessary.
- Staking material must be removed at six (6) months after planting
- If tree is still unstable after six (6) months, tree may need to be replaced

3.2.4.E Inspection and acceptance

- a. Planted areas will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements. To be acceptable, plants shall be in compliance with all planting specifications according to City of Spokane Standard Plans, Landscaping Sections V-101 and 102 or the permit holder will be required to remove and replant.
- b. The property owner will assume plant maintenance.

3.3. Tree Pruning

Pruning of trees is intentionally and permanently injuring a tree to meet a management objective in the landscape. In the public rights-of-way, pruning is permitted to improve tree structure, remove deadwood, and provide clearance and visibility that improve public access and safety. All tree pruning shall adhere to the ANSI A300 Standards for Pruning and will be enforced according to Spokane Municipal Ordinance 12.02.900. Pruning of public trees and street trees must meet standards and be conducted under permit.

3.3.1 General Pruning Criteria

The Urban Forester or designee may prune or authorize at their discretion, the pruning of trees in city rights-of-way and on public property in accordance with criteria listed in section 12.02.965 of the urban forestry program ordinance, or when one (1) of the following criteria is met:

- a. Any tree that presents an unacceptable risk due to structure, or disease
- Any tree that obstructs a clear view of streets, critical public safety signs, traffic signals, streetlights, intersections, or interferes with the safe use of the street or sidewalk
- c. Any tree that does not meet an eight-foot (8') clearance over sidewalks and a fourteen-foot (14') clearance over streets
- d. Any tree that is now or anticipated to be damaging public improvements or public utilities
- e. Any tree that is designated as part of a scheduled city pruning program
- f. Any tree on private property that overhangs the public rights-of-way and interferes with established criteria

3.3.2 Tree Pruning Permits

Permits are required by commercial tree services for pruning of any tree within the public rights-of-way or on public property regardless if the work is considered major or minor pruning. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit. Commercial Tree License requirements are outlined in Spokane Municipal Code section 10.25.010.

International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal.

A permit is required for each work site address. All work sites are subject to pre and post inspections of the work site and work procedures.

A permit is not required by property owners who may conduct minor pruning of branches according to the following criteria:

- a. Branches being pruned do not exceed two (2") inches in diameter
- b. Pruning does not exceed 15% canopy loss
- c. The tree is more than ten (10') feet from a power line
- d. Pruning must be done in accordance with specifications and standards

3.3.3 Pruning Specifications and Standards

- All pruning activity must be in accordance with ANSI Standard A300 (Part 1-Pruning).
- b. All equipment to be used and all work to be performed must be in accordance with the most current revision of the ANSI Standard Z133.1-2000 and A300-200 or as amended.
- c. Pruning cuts shall be made outside the branch collar, avoiding flush cuts and stub

- d. Pruning tools shall be sharpened regularly to create clean cut margins.
- e. On trees known to have diseases, tools are to be disinfected with methyl alcohol at 70% (isopropyl alcohol diluted appropriately with water) or 10% bleach solution after each cut and between trees where there is known danger of transmitting the disease on tools.
- f. Care shall be taken to avoid unnecessary damage to the bark and cambium layer from rigging equipment. Ropes shall not come into direct contact with the crotch or other parts of the tree being retained or tied to the tree limb. Friction or cambium savers are to be used when accessing and rigging.
- g. Climbing spurs shall not be used in pruning operations except to perform an aerial rescue of an injured worker.
- h. If dropping limbs may cause damage to other trees or surrounding property, mechanical rigging techniques shall be used.

3.3.4 General Procedures for Tree Pruning

- a. Dead branches greater than half-an-inch (0.5") measured at the base of the branch should be removed from the canopy of all trees being pruned.
- b. Remove no more than 20% of the tree's live tissue during any one (1) calendar year.

3.3.4.A Specific procedures for young trees

Young trees are typically less than 10 years old or are 2-3 years from the nursery. The primary purpose of pruning young trees is to improve the trunk and branch structure. Properly trained young trees will develop into structurally strong mature trees. The greatest pruning objective with young trees is the establishment of a central leader. When young tree pruning may be necessary, the following additional standards shall apply:

- a. Remove dead, dying, damaged, diseased branches.
- b. Select and establish one branch as the central leader.
- c. Select the lowest permanent branch based on tree location/purpose.
- d. Select and establish scaffold branches.
- e. Select temporary branches below the lowest permanent branch to limit canopy loss to <20%, then remove or prune other branches.

3.3.4.B Specific Procedures for Medium to Mature Age Trees

These trees will have larger limbs and tree scaffold structure. When medium to mature tree pruning may be necessary, the following additional standards shall apply:

- a. The weight on main scaffold limbs with included bark shall be reduced by approximately one-third ($\frac{1}{3}$) by removing some secondary branches toward the end of the limbs and/or removing the end of the branch using a reduction cut.
- b. If a tree divides into two (2) or more codominant leaders of equal size in the bottom two-thirds (%) of the tree, a dominant leader shall be selected. Reduce the end weight of all other codominant branches by approximately one-third (1/3) using

reduction and thinning cuts. Reduction should be accomplished by removing the main portion of the codominant leaders growing upright or toward the center and leaving those branches that are oriented outward. Use mostly thinning cuts, not drop-crotch cuts, on larger branches and trees. (Note: On some trees, you may not be able to perform all of this because you cannot remove more than 20% of the foliage. Make a note of this tree and report to the City Arborist.)

c. Identify those trees that have included bark in the crotches between codominant stems. Make a note of these on the inventory list. The City Arborist or designee will evaluate these trunks with vertical cracks or other potentially hazardous conditions. The presence of any structural problem, disease, insect pest of decay should be reported in writing to the City Urban Forester.

3.3.4.C Restoration Pruning

Crown restoration is intended to improve the structure of trees that have been broken, topped or severely pruned using heading cuts. Many shoots can emerge from the cut ends (stubs) of topped or broken trees. Some shoots also develop below the cuts. These shoots are poorly attached to the tree have a higher likelihood of breakage. The city will accept that 30% of foliage may be removed in a calendar year if necessary, for restoration pruning, however crown restoration may require several pruning cycles over a number of years to achieve restoration objectives. Where restoration pruning becomes necessary, pruning activity must be in accordance with ANSI Standard A300 (Part 1-Pruning, Annex B-3.1):

- a. Assess trees for risk if necessary, prior to beginning restoration pruning.
- b. Retain suitable leaders, branches and shoots to be developed (specify parts to retain and develop).
- c. Reduce, subordinate and/or remove competing or undesirable parts (specify parts to be removed, and types, sizes number and locations of cuts).
- d. Develop dominant leader(s) and desirable scaffold branches appropriate for the species and site (specify leaders and branches to be retained and developed).
- e. Subordinate or remove competing leaders, branches and shoots. If necessary, subordinate larger branches over multiple growing seasons to avoid making cuts with large aspect ratios and to avoid removing excessive amounts of material (specify competing leaders and branches to be subordinated or removed, and appropriate maintenance interval).

3.3.4.D Root Pruning

When the cutting of roots is required to meet specific goals or objectives, care must be taken to ensure survivability of the tree in terms of both water uptake and structural stability. In addition to observing ANSI A300 Part 8-Root Management, the following additional standards shall apply:

- Mechanical digging and root pruning equipment shall be maintained according to manufacturers' recommendations to minimize root damage
- b. Digging and root pruning tools shall be sharp in order to cut without breaking, crushing or tearing roots.
- c. Expose the roots of the impacted tree with an air/hydro excavation tool or through hand digging.

- d. Where excavation is required, protect any exposed roots from desiccation and damage until the excavation has been completed and the roots are ready to be covered by soil.
- e. Pruning of all roots shall be supervised by a City-licensed Commercial ISA Certified Arborist to ensure the overall structural stability of the tree has been confirmed.

3.4. Tree Removal

This section describes the standards and expectations of the city for activities associated with tree removal. In addition, any activity that causes a tree's condition to become critical or dead shall be considered tree removal and standards herein shall apply.

3.4.1. Removal Criteria

The Urban Forester or their agent may authorize removal, or remove trees situated within the rights-of-way, or approve a permit for removal by a third party. Mitigation options besides removal shall be considered before removal is authorized. Trees will be authorized for removal whenever one (1) or more of the criteria listed in <u>SMC 12.02.965</u> of the urban forestry ordinance are met:

- a. The tree is hazardous as determined by SMC 12.02.920.
- b. The tree is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement.
- c. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed.
- d. The vegetation obstructs rights-of-way, authorized traffic signs or is determined to interfere with line of sight or creates other identified traffic or safety concerns.
- e. The tree's health is severely degraded because of improper pruning, including severe crown reduction.

3.4.2. Tree Removal Permits

Permits are required for the removal of any trees within the public rights-of-way or on public property. The applicant must be licensed, bonded, and insured, and possess a current valid Commercial Tree License in order to obtain a permit. Commercial Tree License requirements are outlined in Spokane Municipal Code section 10.25.010.

International Society of Arboriculture certified arborists or certified tree workers must perform work which involves tree climbing or tree pruning, planting, or removal.

Permit applications are submitted online through the Development Services Permit Center.

Guidance for permit application submittal is available at http://www.spokaneurbanForestry.Org. A permit is required for each work site address. All work sites are subject to pre and post inspection of the work site and work procedures.

3.4.3. Removal Specifications and Standards

- a. All equipment to be used and all work to be performed must be in accordance with the most current revision of the American National Standards Institute Standard Z-133.1 and A300 or as amended herein.
- b. Removal shall consist of cutting down each tree in a safe manner to four (4") inches above the adjacent ground level and grinding the stump and buttress roots to twelve (12") inches below or adjacent to ground level.
- c. Stump removal is required as part of the tree removal process. The permit holder shall remove all tree stumps and buttress roots to a point twelve (12") inches below the adjacent ground level. Additionally, the permit holder shall remove sufficient subsurface roots so as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. The area then shall be restored with topsoil to the level of the adjoining grade and seeded unless otherwise specified by the property owner. Exceptions to this standard may be granted by the City Urban Forester or designee where stump removal can be shown to be damaging to existing trees or other infrastructure or if the stump is to remain as wildlife habitat.
- d. Removal of stump grindings and debris. In addition to general site cleanup standards; within 24 hours after grinding (removal) of a tree stump and buttress roots, the permit holder shall remove all stump grindings and associated debris from the site. Grinding debris generated by stump removal work shall be the responsibility of the permit holder. Stumps, grindings and debris shall be placed away from the curb and gutter, street and sidewalk immediately to eliminate hazards to the motoring public and pedestrians.
- e. Backfilling stump removals. All areas where stumps have been removed and areas disturbed by removal operations shall be backfilled to the level of adjoining grade with topsoil the same day grindings are removed, otherwise the site shall be properly barricaded overnight to ensure the safety of the public. All holes must be filled with topsoil by the second day. The permit holders shall supply their own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the backfill material. If there is more than a one-day delay between the time of removal of grindings and refilling with the soil, the disturbed areas shall be barricaded off for public safety and the Urban Forester or their designee notified. Stump grindings and debris shall not be used as backfill material. Topsoil should be native; free of roots, rocks, subsoil, debris, weed seeds, and foreign matter.
- f. Restore the site to pre-existing site conditions. This may require applying grass seed mix in areas where backfill material was installed. Seeding operations shall occur after April 15th and before October 1st.

3.4.4. Creation of Wildlife Snags

Through special approval from the City Urban Forester, the permit holder may seek to retain portions of dead trees as a wildlife snag to create wildlife habitat. Standing dead trees, called snags, provide birds and mammals with shelter to raise young and raptors with unobstructed vantage points. Large downed trees also provide important habitat for wildlife. The city will

consider requests for wildlife habitat creation only in instances where the risk to public safety is sufficiently mitigated. Abutting property owners must commit to a maintenance agreement that includes bi-annual inspections by a Commercial Licensed Tree Service.

3.5. Other Maintenance Specifications and Standards

- a. Fertilization Tree fertilization shall be done in accordance with ANSI A300 (Part 2) 1998 Standards and Specifications. Organic mulch is recommended. Fertilizer is only recommended if trees have signs of nutrient deficiency, soil testing may be needed to confirm the particular deficiency.
- b. Cabling and Bracing. The installation of cabling and bracing tree support systems is a specialized practice in the field of arboriculture. Proper training and field experience are necessary to perform these treatments successfully and without damaging the tree. These treatments shall be done in accordance with ANSI A300 (Part 3)-2000 standards and specifications. Other mitigation options shall be considered before consideration of hardware installation. Installation of hardware must be approved, and the abutting property owner must commit to maintenance agreement with annual inspections by a City Licensed Commercial Arborist.

Section 4. Street Tree and Park Design

The Urban Forestry Program advocates for the establishment and retention of adequate planting spaces in street and park designs that align with the urban aesthetic objectives of the community. Large trees with overhanging canopies of branches are especially desirable. In the public rights-of-way this is most commonly accomplished with pedestrian buffer strips or planting strips. Wide planting strips are important, and any street system design should provide sufficient space to accommodate large trees. Streets with tree canopies overhead provide a traffic calming effect, extend the life of roads, and provide a separation between the streets and sidewalks that improves pedestrian walkability. In parks, planting spaces are less likely to be constrained and design strategies should give priority for large stature trees.

Section 5. Spacing, Location and Tree Selection Requirements

Trees are living organisms that grow larger each year as they increase in height, crown width and root system. They require sufficient space to reach their full size without crowding buildings, sidewalks, overhead utility lines, neighboring properties and other plants. Any planting plans for trees shall consider their mature tree size and shape. Tree placement should align with site use and public safety objectives without compromising infrastructure improvements. The city has developed an approved list of street trees (Classified as I, II or III) to facilitate tree selection based on the criteria in Table 5.1. Contact the Urban Forester for consideration of genus, species, variety, or cultivar substitutions and other variance requests.

In all cases, trees shall be planted in the center of the strip between the curb and sidewalk when a detached sidewalk is present, or when sidewalk plans specify a detached sidewalk. The following table describes the general tree location, selection and placement criteria for trees in the public rights-of-way:

Approved Street Tree List, April 2019.

(https://static.spokanecity.org/documents/urbanforestry/permits/street-tree-list-2019-04-22.pdf)

Table 5.1: Criteria for Tree Location, Selection and Placement in the Rights-of-Way.

	<u> </u>	•
General Tree Location	Tree selection Criteria	Tree Placement Criteria
At the Intersection of Roadways	No plant material with a mature height greater than 36 inches and less than eight (8') feet.	No new plant material shall be planted within the sight triangle along the boundary of each of the intersecting curb lines. No plant shall create a conflict with the sight obstacle triangle. [See illustrations in Appendix A]
Attached curb and sidewalk (no planting strip)	Class I, II or III according to available space.	Tree shall be placed within the public rights-of-way, but no closer than 2.5' feet behind the sidewalk. Where no public rights-of-way exists, the property owner may grant an easement to the city of Spokane for the new tree installation.
Adjacent to Curbs and Sidewalks <5 feet width)	No tree planting is permitted where the distance between a curb and detached sidewalk is less than five (5') feet.	Consider alternative placement: 1. Plant tree behind the sidewalk. 2. Construct an arc in the sidewalk to create a planting space. 3. Select a shrub or perennial flower species appropriate for the limited space.
Adjacent to Curbs and Sidewalks (5 feet width planting strip)	Class I Trees	Spacing between trees shall be no closer than 25 feet. Class I Trees only for locations with overhead powerlines.
Adjacent to Curbs and Sidewalks (5 to 8 feet width planting strip)	Class II Trees	Spacing between trees shall be no closer than 35 feet. Closer spacing based on species mature width may be requested.
Adjacent to Curbs and Sidewalks (>8 feet width)	Class III Trees	Spacing between trees shall be no closer than 45 feet. Closer spacing based on species mature width may be requested.
Driveways, Alleys, Streetlights, Utility Poles, Street Safety Signs, or Fire Hydrants, Drainage Inlets and Drywells.	Not applicable.	No tree or shrub shall be planted within fifteen (15') feet.
Overhead Utility Lines*	Class I Trees	25' spacing

^{*}Placement and spacing variances may be considered by the Urban Forester upon written request

Section 6. Tree Preservation During Construction and Development

6.1. Introduction

Construction damage during development is a common and preventable cause of tree death and decline in urban areas. It is possible to preserve trees on construction sites if the correct measures are taken. The most important step is to be sure that an ISA Certified Arborist is involved early in the project - during the planning stages. Decisions to preserve and remove specific trees can be discussed and determined at the same time as decisions about site layout, grading requirements, and construction techniques. Unhealthy and structurally deficient trees may not be worth protecting and their removal may improve the health and structure of the remaining trees.

The fundamental objective behind tree protection during construction is to minimize damage to a trees Critical Root Zone (CRZ). This is achieved through the correct installation of a Tree Protection Zone (TPZ) and implementation of Best Management Practices for tree care. The standards described in this section provide the minimum criteria necessary for project approval.

6.2. Tree Protection Specifications and Standards

Tree preservation efforts shall comply with sections 12.02.970 and 12.02.975 of Spokane Municipal Code. Projects shall have a tree inspection and inventory as well as a tree protection plan. The City Urban Forester shall review all projects involving tree(s) on public property when the project is conceived and continue through the planning, design, construction and maintenance phases.

6.2.1. Tree Inventory

The inventory shall be completed by an ISA Certified Arborist. The tree inventory shall include but is not limited to the following information:

- a. The species, location, general condition, average canopy radius, DBH, and height of all trees on the site.
- b. The species, location, general condition, average canopy radius, DBH, and height of all plants which have canopies extending into the project site with a DBH ≥4 inches.
- c. A preservation priority shall be determined for each tree based on tree condition, species and other values.
- d. Reasons for removal where applicable.
- e. Any priority maintenance required prior to construction.

6.2.2. Tree Protection Plan

From the information provided in the tree inventory, a Tree Protection Plan (TPP) shall be completed for the project by a qualified arborist containing the following:

- a. A numbering system of all existing trees, which meet the collection threshold.
- b. Proposed tree status for each tree retained or proposed for removal.
- c. A brief general health or condition rating of each tree (i.e. poor, fair, good, etc.)
- d. A description of each tree's diameter, species and canopy spread.
- e. Criteria for determining the Critical Root Zone (CRZ) and specific instructions for any project activity proposed within the CRZ.
- f. A detailed description of the timing, construction, and installation of the Tree Protection Zone (TPZ).
 - The TPZ should be installed at the CRZ or dripline of the tree, whichever is greater. Where excavation and root pruning is necessary for project objectives, the TPZ fencing may be installed closer to the trunk and will need to be determined by the site arborist at the time of installation.
 - 2. TPZ fencing shall be a minimum of 4 feet high, constructed of chain link or polyethylene laminar safety fencing or similar material subject to approval by a Certified Arborist.
 - 3. "Tree Protection Area Keep Out" or similar signs shall accompany the TPZ fencing at regular intervals with contact information for the site arborist easily visible.
 - 4. TPZs shall be constructed in such a fashion as to not be easily moved or dismantled.
 - 5. TPZs shall remain in place for the entirety of the project and only removed, temporarily or otherwise, by an ISA Certified Arborist after submittal and approval of intent.
- g. For trees not viable for retention, a description of the reason(s) for removal based on poor health, high risk of failure due to structure, defects, unavoidable isolation or unsuitability or species, etc., and for which no reasonable alternative action is possible must be given (pruning, cabling, etc.).
- h. Describe the impact of necessary tree removal to the remaining trees, including those in a grove or on adjacent properties.
- i. A discussion on monitoring and follow up inspections to check on tree retention and preservation recommendations

Section 7. Glossary

ANSI A300 standards - Standards developed by the American National Standards Institute regarding the practice of tree care.

ANSI Z133.1 - Safety standards developed by the American National Standards Institute for tree care operations.

Air-spade(ing) - Equipment providing a jet of compressed air to a hand-held device which helps to excavate roots almost non-destructively.

Apical Dominance - Inhibition of growth of lateral buds by the terminal buds.

Arboriculture - The art, science, and technology of tree care.

Arboricultural manual - Means the Arboricultural Specifications and Standards of Practice for the City of Spokane which contains regulations and standards for the planting, pruning, removal, and maintenance of trees and shrubs on public property and a program for developing and improving the tree, shrub, and other plant resources of the community.

Backfilling - Refill an excavated hole with the soil material that was originally dug out of it.

Balled and Burlapped - Having the root system and soil wrapped in burlap for moving and planting a tree or other plants.

Bare root - Tree or other plant taken from the nursery with exposed root system and without soil.

Best Management Practices (BMP) - ISA has developed a series of Best Management Practices (BMPs) for the purpose of interpreting tree care standards and providing guidelines of practice for arborists, tree workers, and the people who employ their services.

Branch Bark Ridge - The raised area of bark in the branch crotch that marks where the branch and parent meet.

Branch Collar - The swollen area at the base of the branch.

Caliper - Trunk diameter measurements on young trees are taken six (6") inches above the soil. Once a tree's caliper exceeds four (4") inches, the tree is measured at a height of twelve (12") inches.

Arboricultural Manual: Specifications and Standards of Practice for the City of Spokane

Canopy - The part of the tree composed of leaves and small twigs.

Crown Cleaning - Selective pruning to remove one (1) or more of the following parts: dead, dying, diseased, and/or broken branches.

Commercial tree work - Means any work performed on street or public trees by a person retained by the property owner or public utility.

Council of Tree and Landscape Appraisers (CTLA) - A special group of individual volunteers coming from a broad spectrum of plant and landscape related enterprises that produce a textbook guide of standards that place value on trees.

Crown - The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

Cultivar - A plant variety that has been produced in cultivation by selective breeding. Cultivars are usually designated in the style *Taxus baccata "Variegata."*

Diameter at Breast Height (DBH) - DBH refers to the tree diameter measured at 4.5 feet above the ground. Where a tree splits into several trunks below typical DBH, the DBH for the tree is the square root of the sum of the DBH for each individual stem squared (example with three (3) stems: DBH = square root of [(stem 1)2 + (stem 2)2 + (stem 3)2]).

Director - Means the director of the parks and recreation division or the director's designee.

Call Before You Dig - A not-for-profit clearinghouse that notifies participating utility companies of your plans to dig. In turn, these utilities (or their contract locating companies) respond to mark out the location of their underground facilities. This is a free service, funded entirely by its member utility companies. Call 811.

Exotic Species - Plant or animal species introduced into an area where they do not occur naturally, non-native species.

Geographic Information Systems (GIS) - Designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data. GIS is commonly used to inventory urban forest function, form, and location.

Girdling Root - A girdling root is defined as a root that grows around the trunk of the tree thus tending to strangle the tree. Girdling roots act like an ever-tightening tourniquet, restricting and cutting off the flow of water and nutrients.

Hazardous tree - Means any tree or tree part that poses a high risk of damage to persons or property.

Heading Cuts - 1. Cutting a currently growing, or a 1-year-old shoot, back to a bud. 2. Cutting an older branch or stem back to a stub in order to meet a defined structural objective. 3. Cutting an older branch or stem back to a lateral branch not large enough to assume apical dominance in order to meet a defined structural objective. Heading may or may not be an acceptable pruning practice, depending on the application.

Heritage tree - Means a tree or collection of trees that is particularly desirable because it has valued, unique characteristics that set it apart from other similar trees as specified by Spokane Municipal Ordinance 12.02.975.

Included Bark - Bark that occurs in a crotch between branch and trunk or between codominant stems. Included bark usually prevents the trunk from growing around a branch or occurs on defective V-shaped crotches in which the bark grows inward and on itself, causing a physical weakness where the co-dominant leaders meet.

International Society of Arboriculture (ISA) - An international non-profit organization headquartered in Atlanta, Georgia. Its mission statement: "Through research, technology, and education promote the professional practice of arboriculture and foster a greater public awareness of the benefits of trees." The ISA also administers the only international professional credentials program for the arboriculture industry.

Invasive Species - An invasive species is a plant or animal that is not native to a specific location (an introduced or exotic species); and has a tendency to spread, which is believed to cause damage to the environment, human economy and/or human health.

Lion Tailing - Removing the interior branches and foliage of a tree. Lion tailing transfers weight to the ends of branches and may result in sunburned bark tissue, water sprouts, reduced branch taper, increased load on branch unions, weakened branch structure, and breakage. Vigorous production of water sprouts on interior limbs is often a sign of over-thinning or lion tailing.

Multi-stemmed tree - Means a tree that has one (1) stem at ground level but that splits into two (2) or more stems above ground level. Trees whose stems diverge below ground level are considered separate trees.

Native Species - Can be either endemic (found only within a particular region) or indigenous (found both within the region and elsewhere).

Major pruning - Means the pruning or cutting out of branches two inches (2") inches in diameter or greater, root pruning, cutting out of branches and limbs constituting greater than fifteen percent (15%) of the tree's foliage bearing area and pruning trees with branches that are within ten feet (10') feet of overhead power lines. The work shall retain the natural form of the tree.

Minor pruning - Means pruning or cutting out of water sprouts, suckers, twigs, or branches less than two inches (2") inches in diameter, or which constitutes less than fifteen percent (15%) of the tree's foliage bearing area. The work shall retain the natural form of the tree. Removal of dead wood, broken branches, and stubs are included within the definition of minor pruning. Minor pruning of street trees may be performed by the owner of the adjacent property without obtaining a permit from the City.

Public place - Means property owned in fee by the City of Spokane.

Public tree - A tree on city-owned property. A public tree may also be a street tree.

Public utility - Means any organization that has a franchise to utilize the public rights-of-way.

Right(s)-of-way- Means that strip of land:

- dedicated for public travel, including the main traveled portions of the streets and sidewalks as well as parking or planting strips, pedestrian buffer strips, and other associated areas, or over which is built, public streets, sidewalks, or alleys for public travel; or
- 2. used for or dedicated to utilities installation within the right-of-way.

Severe crown reduction - Means the specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree's crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not a form of pruning and, for street trees and trees within the public rights-of-way, is prohibited.

Significant Tree - Means a tree six (6") inches or greater in diameter (DBH). Dead trees shall not be considered significant trees.

Street tree - Means any tree or shrub located within the public rights-of-way.

Topping Cuts - The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice.

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Tree committee - Means the urban forestry tree committee created by Spokane Municipal Ordinance 04.28.010.

Tree lawn, parking strip, and planting strip - Terms are used interchangeably to mean the area between the curb and sidewalk.

Tree Protection Zone (TPZ) - The means by which to protect trees on development sites and should protect both roots and crown spread simultaneously. The TPZ should be isolated from any construction disturbance unless previously agreed with the project Arborist.

Trunk Flare - The outwardly curving base of a tree where it joins the roots, often distinguishable as individual root buttresses.

Urban Forest - Tree populations in urban settings for the purpose of improving the urban environment. The urban forestry plan advocates the role of trees as a critical part of the urban infrastructure.

Urban forestry plan - Means a comprehensive plan addressing the long-term goals and strategic planning related to tree planting, pruning, removal, and maintenance needs of trees located in public places to encourage the sustainability of the urban forest. Neighborhood specific tree plans or neighborhood land use plans which incorporate sections or language related to public trees shall be incorporated in the general urban forestry plan and neighborhoods shall consider the urban forestry plan in the development of neighborhood specific tree plans or land use plans.

Section 8. Appendices

A.Pruning Techniques - Refer to ANSI A300 and ANSI BMPs

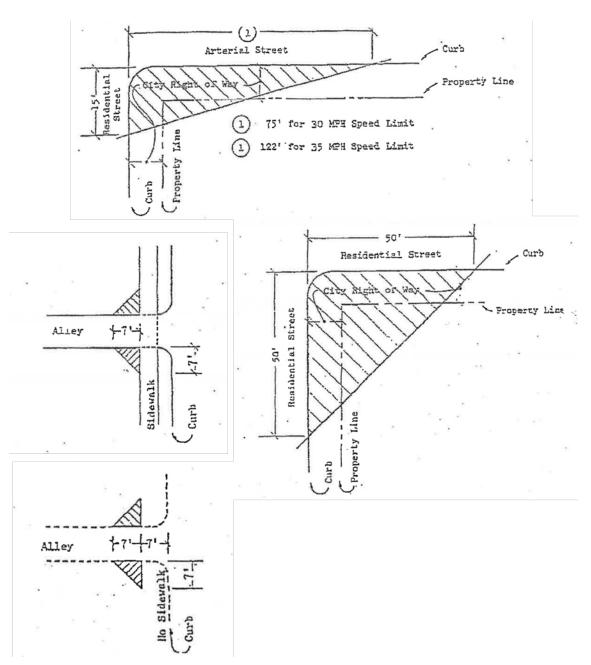
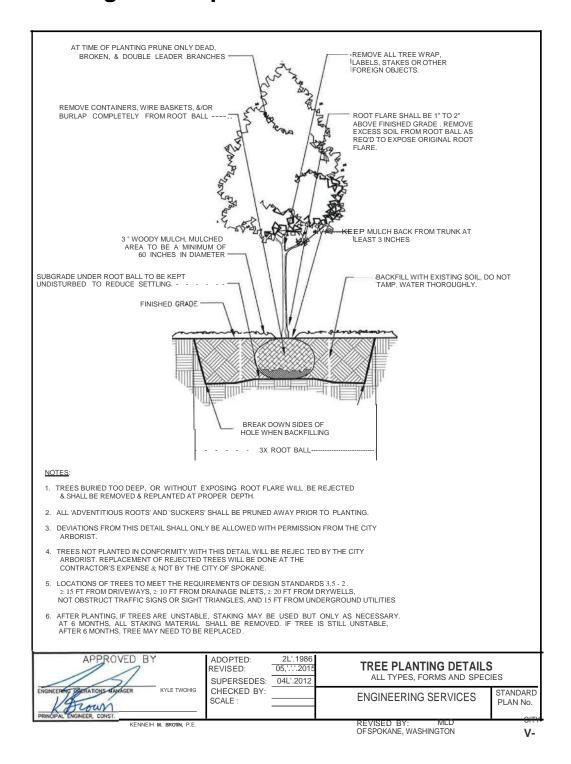
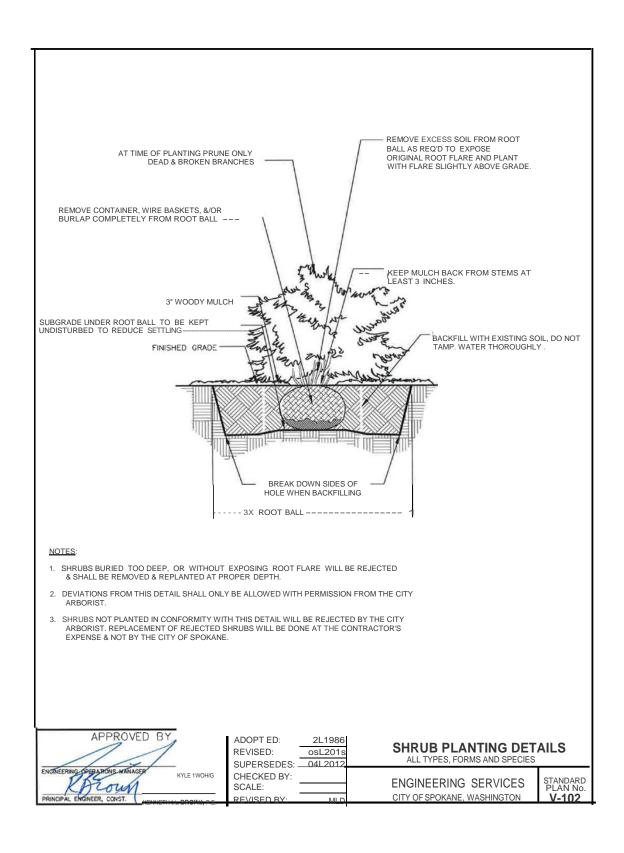


Figure 1. Clear view intersection requirements

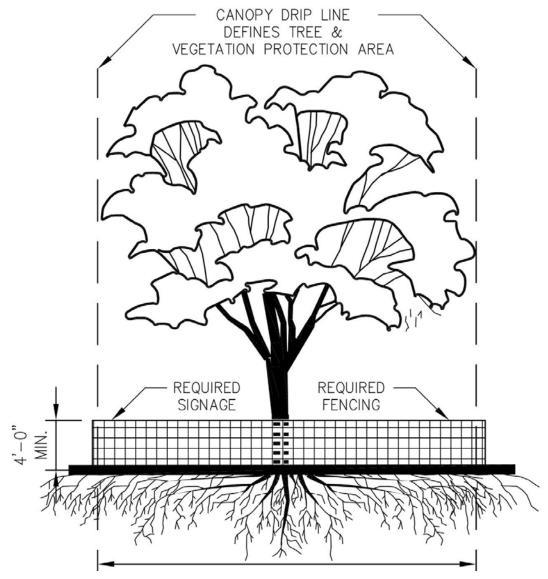
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B.Planting Techniques





C. Tree Protection Zone



http://www.seattle.gov/Documents/Departments/SDCI/Codes/TreeProtectionAreaSign.pdf

Section 9. Additional Resources

The following published documents provide additional resources on tree care.

American National Standards Institute Z133.1; A300 (part 2 and 3).

Trees and Development: A technical guide to preservation of trees during land development. Nelda Matheny and James Clark. International Society of Arboriculture. 1998.

Tree Protection on Construction and Development Site: A Best Management Practices Guidebook for the Pacific Northwest. Oregon State University Extension Service. December 2009.

(https://catalog.extension.oregonstate.edu/sites/catalog/files/project/pdf/em8994.pdf)

Spokane Park Board Briefing Paper



Committee	Land	
Committee meeting date	Jan 4, 2023	
Requester	Berry Ellison Phone number: 625-6276	
Type of agenda item	Consent Obscussion OInformation • Action	n
Type of contract/agreement	New Renewal/ext. Lease Amendment/change order Oth	er
City Clerks file (OPR or policy #)	2022-0338	
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., change order #4/Don Kardong Bridge Rehabilitation Project (\$11,294.00, tax inclusive)	
Begin/end dates	Begins: 01/12/2022 Ends: 07/01/2023 Open ende	ed
remove spalling concrete, repair/replace Item 2: one area light was mounted on Staff requested the contractor to build Item 3: Landscape disturbance & repacosts offset each other and the project After considering available contingence within the project contingency. Motion wording: Move to approve Garco Construction, Inc. amount of \$11,294.00 (tax inclusive) from Approvals/signatures outside Parks:	eded the original estimated quantity, thus additional work was required to ace reinforcing bar, and embed bar back into concrete pier. In the underneath side of the bridge to illuminate a previously dark space. It a steel cage around the light to prevent it from being easily vandalized. It increased in some areas while decreasing on other areas. Overall, the set benefited from the revisions. But you funds and schedule, the scope and cost was determined feasible and well acc., change order #4 for the Don Kardong Bridge Rehabilitation Project in the mark Capital Funds.	=
If so, who/what department, agency or c	• •	
Name: Tim Hutton	Email address: thutton@garco.com Phone: 509 789-1514	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:	nhamad@spokanecity.org dan.wolf@tdhengineering.com	
Fiscal impact: Expenditure	○ Revenue	
Amount: \$11,294.00 (tax inclusive)	Budget code: 1950-54920-94000-56301-48063	
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. <u>04</u>

NAME OF CONTRACTOR: GARCO CONSTRUCTION, INC

PROJECT TITLE: DON KARDONG BRIDGE REHABILITATION

PROJECT NUMBER: 2022-0338

DESCRIPTION OF CHANGE:

Item 1: C3 Concrete Repairs\$ 10,732.00Item 2: Bridge Light Guard\$ 562.00Item 3: Landscape Revisions – No Cost Change\$ 0.00

TOTAL AMOUNT: \$ 11,294.00

CONTRACT SUM (INCLUDES SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 3,174,498.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 188,498.03
CURRENT CONTRACT AMOUNT	\$ 3,362,996.03
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 11,294.00
REVISED CONTRACT SUM	\$ 3,374,290.03

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	07/01/2023
CURRENT COMPLETION DATE	07/01/2023
REVISED COMPLETION DATE	NA

Contractor's Acceptance:	Date:	12/22/2022
City Approval:	Date:	
Attest:		City Clerk

Pre-Approved as to form: James Richman, Assistant City Attorney

Item 1: C3 Concrete Repairs

The contract included work to repair the spalls in the concrete piers and abutments under Bid Item #402. Once this work was started, the depth of the deterioated concrete in many of the spalled areas exceeded what was anticipated for a typical spall repair. These deeper repairs also included the addition of reinforcing bar, and some locations required formwork to facilitate the pour-back. The spall repair areas that required work beyond what was included in Bid Item #402 were tracked separately, which also reduced the quantity of spall repairs paid under Bid Item #402 from 89 SF to 65.8 SF.

Garco Construction 12/16/2022

2022-0338 Don Kardong Bridge Rehabilitation Garco Job #22-15

						Dire	ct Costs				Subcontr	actor Costs	
					Unit Prices			Item Totals					
												Prime	Total w/
BI	Description	Qty	Unit	Labor	Equip	Material	Labor	Equipment	Material	Unit Price	Subtotal	Markup	Markup
							\$ -	\$ -	\$ -		\$ -	12%	
							\$ -	\$ -	\$ -		\$ -	12%	
	C3 Repairs	139		\$ 51.40				\$ -	\$ -		\$ -	12%	
		1	LS			\$ 1,117.14		\$ -	\$ 1,117.14		\$ -	12%	
							\$ -	\$ -	\$ -		\$ -	12%	
							\$ -	\$ -	\$ -		\$ -	12%	
							\$ -	\$ -	\$ -		\$ -	12%	
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							\$ -	\$ -	\$ -		\$ -	12%	\$ -
	TOTAL DIDEOT GOOTS			A 51.10	•		A 7 444 00						
	TOTAL DIRECT COSTS			\$ 51.40	\$ -		\$ 7,144.60	\$ -	\$ 1,117.14				\$ -
	Sales Tax					8.9%			\$ 99.43				
	Deire - Ocustus etc. Mandaue	-		240/	040/	040/	A 0.044.00	Φ.	A 055.40				
	Prime Contractor Markup	1		31%	21%	21%	\$ 2,214.83	\$ -	\$ 255.48				
	TOTAL WITH PRIME MARKUP	+					A 0.050.40	Φ.	£ 4.070.00				Φ.
	TOTAL WITH PRIME MARKUP						\$ 9,359.43	\$ -	\$ 1,372.62				\$ -
	TOTAL CO AMOUNT REQUESTED									\$		ı	10,732.00

Job: Job Status: 221500 Report Selections: Active **Phase Status: Active, Inactive, Complete** Phase: 903010 Cost Type: ALL Division: ALL Tran. Type: **Customer:** AP, EQ, GL, IC, JC, PR, OH ALL Vendor: Draw Appl. #: ALL ALL Employee: ALL A/P Contract Labor Hours? No Inv. Item: ALL Master Job? No Cost Group: ALL

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 12/16/22 Including P.O. Receipts and Payroll in Progress

UnPost	ted?	Including	g P.O. Receipts and Payroll in Progress			
	 Tran				Unit o	of Measure
Date	Type Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 22150	0 DON KARDONG BRIDGE REHAE	3			•	
	Phase: 903-010 C3 REPAIRS Co	st Type: L Labor				
08/27/22	PR BENSEA	SEAN E BENNINGTON	Check# E97380	4.00		125.76
08/27/22	PR BURDEN - PR	PAYROLL BURDEN				82.73
09/09/22	PR AUBKEI	KEITH A AUBIN	Check# E97787	1.50		93.58
09/09/22	PR BENSEA	SEAN E BENNINGTON	Check# E97791	1.50		70.74
09/09/22	PR BENSEA	SEAN E BENNINGTON	Check# E97792	34.00		1,068.96
09/09/22	PR MCMKYL	KYLE MCMURRAY	Check# E97889	1.00		23.73
09/09/22	PR MCMKYL	KYLE MCMURRAY	Check# E97890	8.00		189.84
09/09/22	PR TAPKEI	KEITH W TAPPE	Check# E97941	1.00		43.21
09/09/22	PR BURDEN - PR	PAYROLL BURDEN				944.78
09/17/22	PR BENSEA	SEAN E BENNINGTON	Check# E98134	18.00		565.92
09/17/22	PR MCMKYL	KYLE MCMURRAY	Check# E98241	11.50		272.90
09/17/22	PR BURDEN - PR	PAYROLL BURDEN				544.84
09/24/22	PR BENSEA	SEAN E BENNINGTON	Check# E98351	18.50		641.77
09/24/22	PR MCMKYL	KYLE MCMURRAY	Check# E98456	4.00		94.92
09/24/22	PR PLOJES	JESSE J PLOWMAN	Check# E98478	3.00		78.63
09/24/22	PR BURDEN - PR	PAYROLL BURDEN				534.30
10/01/22	PR BENSEA	SEAN E BENNINGTON	Check# E98652	19.50		613.08
10/01/22	PR MCMKYL	KYLE MCMURRAY	Check# E98762	1.50		35.60
10/01/22	PR BURDEN - PR	PAYROLL BURDEN				425.89
10/22/22	PR BENSEA	SEAN E BENNINGTON	Check# E99404	1.00		34.69
10/22/22	PR PLOJES	JESSE J PLOWMAN	Check# E99543	1.00		26.21
10/22/22	PR BURDEN - PR	PAYROLL BURDEN				47.62
11/05/22	PR BENSEA	SEAN E BENNINGTON	Check# E99941	5.00		173.45
11/05/22	PR FRAANT	ANTHONY E FRAZIER	Check# E99983	5.00		192.50
11/05/22	PR BURDEN - PR	PAYROLL BURDEN				219.05
		I for Phase: 903-010 C3 REPAIRS Cost T	ype: L Labor	139.00	0.00	7,144.70
	Phase: 903-010 C3 REPAIRS Co	st Type: O Other				
10/31/22	AP <u>MACSUP</u>	MACON SUPPLY	Invoice 100679 dated 10/11/22			576.00
10/31/22	AP <u>SPOPOW</u>	SPOKANE POWER TOOL	Invoice 1-00187022 dated 10/ 1/22			81.73

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 12/16/22

Including P.O. Receipts and Payroll in Progress

UnPosted? Unit of Measure Tran Type **Additional Information** Date Reference Description Hours Quantity Amount Job: 221500 DON KARDONG BRIDGE REHAB Phase: 903-010 C3 REPAIRS Cost Type: O Other 11/30/22 **ARRCON** ARROW CONSTRUCTION SUPPLY Invoice 355831 dated 11/2/22 469.14 11/30/22 AP MACSUP MACON SUPPLY Invoice 102394 dated 11/ 1/22 72.00 0.00 0.00 1,198.87 Subtotal for Phase: 903-010 C3 REPAIRS Cost Type: O Other

Hours Amount	Labor	Other	Total
903-010 C3 REPAIRS	139.00 7,144.70	0.00 1,198.87	139.00 8,343.57
Total	139.00	0.00	139.00

7,144.70

Total for Job: 221500 DON KARDONG BRIDGE REHAB

8,343.57

1,198.87

Job 221500 Recap

8,343.57

139.00

0.00

GARCO CONSTRUCTION INC

Job Cost History Report From Inception To 12/16/22

Including P.O. Receipts and Payroll in Progress

	— Tran			J	,			Uı	nit of Measure
Date	Type Ref	erence	Des	cription		Additional Information	Hours	Quantity	Amount
Report Reca	ap by Job		:	29 records pro	ocessed	Report Totals	1:	39.00 0.00	8,343.57
Amount		Labor	Other	Total					
221500 DON REHAB	N KARDONG BRIDGE	139.00 7,144.70	<i>0.00</i> 1,198.87	139.00 8,343.57					
Total		139.00 7,144.70	<i>0.00</i> 1,198.87	139.00 8,343.57					

UnPosted?

MaCon Supply the Samuel 100 km

MACON SUPPLY, INC.

P. O. Box 80250 Billings, Montana 59108-0250 Phone: 509-535-8888

INVOICE

 Mail Copy

 Number
 100679

 Date
 10/11/2022

 Page
 1

Bill-to:

998

Garco Construction, Inc **
RESELLER thru 12-31-2023
SIGNATURE MUST BE LEGIBLE

PO Box 2946

Spokane, WA 99220-2946

Ship-to: SAME

Garco Construction, Inc **
RESELLER thru 12-31-2023
SIGNATURE MUST BE LEGIBLE

PO Box 2946

Spokane, WA 99220-2946

Tax

.00

Freight

.00

H2123404 RE 500 V3 EPOXY - 16.9oz 8 EA 72.000 EA 5	Item Description Shipped UM Price UM Exten H2123404 RE 500 V3 EPOXY - 16.90z 8 EA 72.000 EA 576	Reference #	t l	Shipped	Sis	Terms	Tax Cod	e	Doc#	Wh		Ship Via
H2123404 RE 500 V3 EPOXY - 16,90z. 8 EA 72.000 EA 57	H2123404 RE 500 V3 EPOXY - 16.9oz 8 EA 72.000 EA 570	2215		10/11/22	013	1%10TH NET 30	RESALI	E	N76276	05		BEST WAY
		Item	Description	1			Shipped	UM		Price	UM	Extensi
OCT 11 202 3CO CONSTRUCTION	OCT 11 2022 GARCO CONSTRUCTION	H2123404	RE 500 V3	EPOXY - 16.90	07.		8	EA		72.000	EA	576.
OCT 11 202 3CO CONSTRUCTION	GARCO CONSTRUCTION			7								
	<u>c</u> o	ECEIVED VIA EMAII	OCT 11 2022	ARCO CONSTRUCTION								

PLEASE DEDUCT 5.76

IF PAID BY 11/10/22

Misc

.00

Merchandise

576.00

Total Due

576.00

Arrow Construction Supply LLC

P.O. Box 11133 Spokane, WA 99211-1133



Invoice

(509) 922-7847

Fax# (509) 922-9879

ar@arrowconstructionsupply.net

Customer No.: GARCO

Invoice No.:

355831

Bill To: Garco Construction

4114 E. Broadway Spokane, WA 99202

Ship To: Garco Construction

4114 E. Broadway Spokane, WA 99202

Date			Ship Via	F.O.B.		Terms	
11/02/20	22	W/(C-Spokane	Origin		Net 30	
Purcha	se Order Nu	mber	Order Date	Sales Person	Tax ID#	Our Orde	r Number
	22-15		11/02/2022	Chad	A16664423	479	137
	Quantity		Item Number	Descri	ption	Unit Price	Amount
Required	Shipped	B.O.	Training of		P.1.0.1		
12	12		GROUT 1107	Dayton 1107 Grout #67435 60bags/pallet		18.090	217.08
6	6		GROUT HD50	50# HD 50 Dayton Gre 60 bags/pallet #67460		42.010	252.06
				In	voice subtotal		469.14
				In	voice total		469.14



Thank You For Your Business

Special Order Items are returnable pending the manufacturers authorization. Customer is responsible for any re-stock fee and all freight associated with the purchase and return. Claims for shortages must be made immediately. Items not returnable after 90 days/No return without authorization 20% minimum restock charge. After 30 days a 1.5% monthly late charge applies. Proper disposal of hazardous materials purchased is customer's responsibility. If any of the above listed items were purchased originally for resale but are subsequently used for taxable purposes, the taxes due thereon will be reported and paid by the undersigned. If collectionprocedures are necessary, buyer agrees to pay all reasonable attorney & collection fees. Buyer fully understands credit terms and agrees to proper payment in consideration of extended credit. A 3% fee will be charged to all charge account customers for paying their billed invoices with a credit card anytime after the time of purchase. To avoid the 3% fee please remit payment by cash or check.

Date:	Received By:			
	Payment Rec'd: Cash	Check #	Credit Card	

Arrow Construction Supply LLC

P.O. Box 11133 Spokane, WA 99211-1133

Sales Order

Customer No.: GARCO

Order No.: 479137

Charge Customers - Do Not Pay From This Order

Bill To: Garco Construction

4114 E. Broadway Spokane, WA 99202 Ship To: Garco Construction

4114 E. Broadway Spokane, WA 99202

Date	St	nip Via	F.O.B.	Sales Tax #	Term	IS
11/01/2022	2 W/C-	Spokane	Origin	A16664423	Net	30
Purchas	se Order Number	Required Date	Sales	Person	Our Orde	r Number
	22-15	11/01/2022	C	had	479	137
Required	Shipped B.O.	tem Number		Description	Unit Price	Amount
2		GROUT 1107	Dayton 1107 #67435 60ba		18.090	217.08
		GROUT HD50	50# HD 50 D 60 bags/palle		42.010	252.06
			Orde	er subtotal		469.14
			Orde	er total		469.14

Thank You

Special Order Items are returnable pending the manufacturers authorization. Customer is responsible for any re-stock fee and all freight associated with the purchase and return. Claims for shortages must be made immediately.

Items not returnable after 90 days/No return without authorization/20% minimum restock charge/1.5% monthly late charge Proper disposal of hazardous materials purchased is customer's responsibility. If any of the above listed items were purchased originally for resale but are subsequently used for taxable purposes, the taxes due thereon will be reported and paid by the undersigned. If collection procedures are necessary, buyer agrees to pay all reasonable attorney & collection fees. Buyer fully understands credit terms and agrees to proper payment in consideration of extended credit.

Date:	Received By:								
	Payment Rec'd: Cash	Check#	Cr Card						

MACON SUPPLY, INC. P. O. Box 80250 Billings, Montana 59108-0250 Phone: 509-535-8888

INVOICE

Mail Copy

102394 Number 10/18/2022 Date Page 1

Bill-to:

998

Garco Construction, Inc ** RESELLER thru 12-31-2023 SIGNATURE MUST BE LEGIBLE

PO Box 2946

Spokane, WA 99220-2946

SAME Ship-to:

> Garco Construction, Inc ** RESELLER thru 12-31-2023 SIGNATURE MUST BE LEGIBLE

PO Box 2946

Spokane, WA 99220-2946

~P	Spokanc, 1111 55220 2510								5ponanc, 1771 97220 2540									
Reference # Shipped 3					Sls	s Terms			Tax Code		Doc#	Wh	Ship Via					
2215		10/18/22 0		015	015 1%10TH NET 30		30	RESALE		N77979	05	BEST WAY						
Item	Desc	cription	1						Shipped	ИМ		Price	ИМ		Extensi			
H2123404	RE 5	600 V3	EPOXY -	· 16.9oz					1	EA		72.000	EA		72.			
RECEIVED VIA EMAIL		OCI 18 2022	GARCO CONSTRUCTION															

BF

PLEASE DEDUCT

IF PAID BY 11/10/22

Misc

.00

Tax

.00

Freight

.00

Merchandise

72.00

Total Due

72.00

Item 2: Bridge Light Guard

The projet added a light fixture under Span 5 on the east end of the bridge. Since this span is over land, there was a concern about the light being vandalized. The contractor custom fabricated and installed a steel mesh guard for the light.

Garco Construction 12/19/2022

2022-0338 Don Kardong Bridge Rehabilitation Garco Job #22-15

				Direct Costs					Subcontractor Costs					
					Unit Prices		Item Totals							
													Prime	Total w/
BI	Description	Qty	Unit	Labor	Equip	Material	La	abor	Equipment	Material	Unit Price	Subtotal	Markup	Markup
							\$	-	\$ -	\$ -		\$ -	12%	
141	Bridge Light Guard	5		\$ 55.78				278.90	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
141	S&S to Paint	1		\$ 100.00			_	100.00	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
141	Steel to fabricate	1		\$ 50.00			\$	50.00	\$ -	\$ -		\$ -	12%	
							\$	-	\$ -	\$ -		\$ -	12%	
							\$		\$ -	\$ -		\$ -	12%	
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							\$	-	\$ -	\$ -		\$ -	12%	
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	TOTAL DIDEOT COOTS			A 005 70	ļ			100.00						
	TOTAL DIRECT COSTS			\$ 205.78	\$ -	\$ -		428.90	\$ -	\$ -				\$ -
	Sales Tax					8.9%				\$ -				
	Prime Contractor Markup			31%	21%	21%	¢.	132.96	¢	\$ -				
	гине Соппастог магкир			31%	21%	21%	Ф	132.90	\$ -	\$ -				
	TOTAL WITH PRIME MARKUP				+		\$	561.86	\$ -	\$ -				\$ -
	TOTAL WITH MINIL WARROF				+		φ	301.00	φ -	\$ -				φ -
	TOTAL OO AMOUNT BEOLIESTED										_	l	I.	
	TOTAL CO AMOUNT REQUESTED										\$			562.00

Item 3: Landscape Revisions – No Cost Change

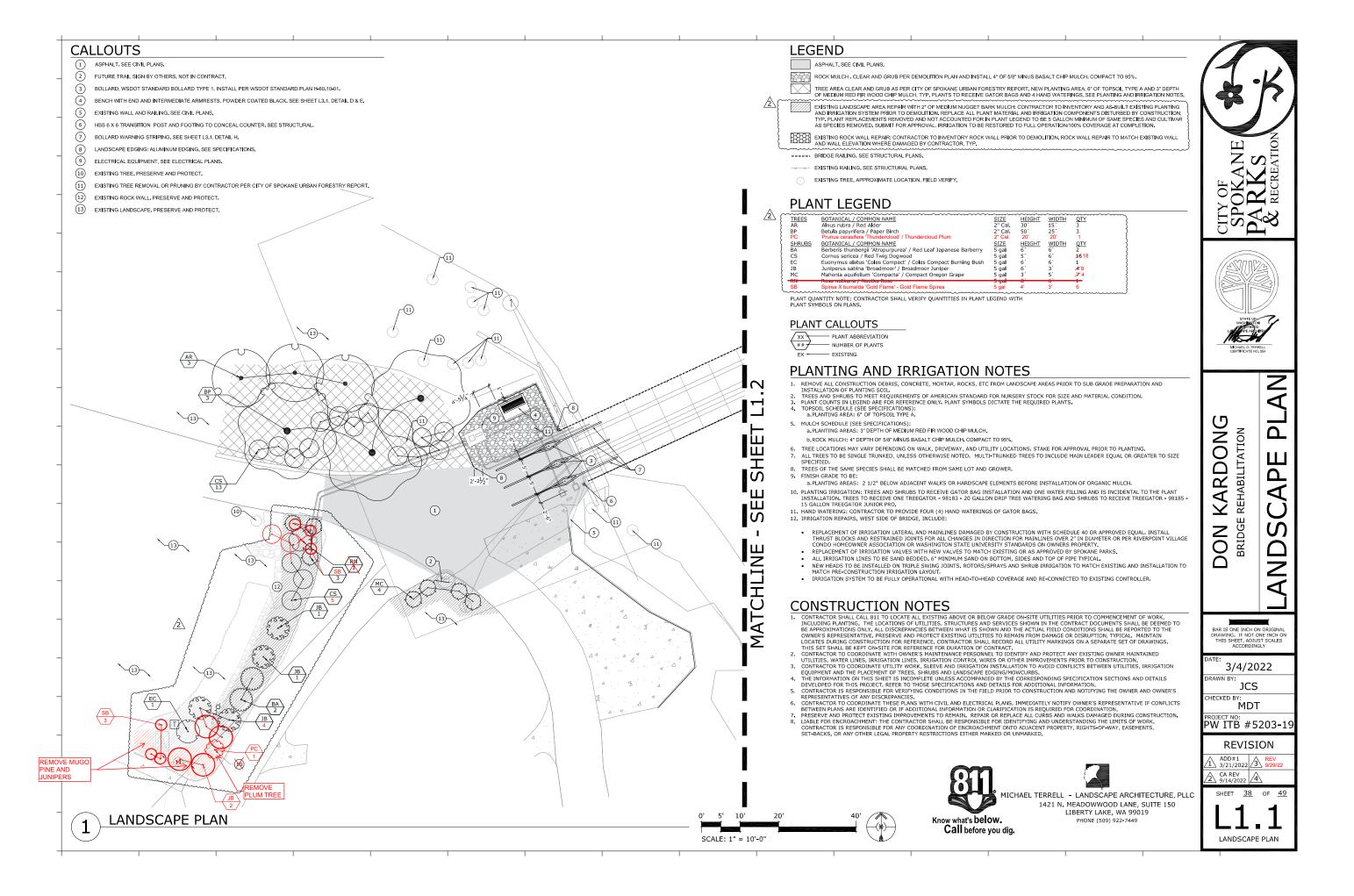
Based on discussions with Gonzaga University, the landscape restoration to the Contractor Laydown Area was revised from 8" till, 4" of topsoil, and sod, to a scarify depth of 4", 4" of topsoil, and a mix of sodding and hydroseeding. An approximately 15-20-foot-wide strip of sod will be installed adjacent to the Waterfront Trail in the spring, with the rest of the area hydroseeded. The temporary pedestrian path will remain in place. These revisions were discussed with Ken Sammons of Gonzaga, and he agreed with the changes. Based on prior discussions, this change in scope would result in approximately \$9,000 in savings, while also preventing damage to the existing irrigation system and tree roots in this area.

The landscape plan on the west side was revised as detailed in the changes to Sheet L1.1 dated 9/29/22 to accommodate the revised conduit route and landscaping changes requested by the Condo HOA. The approximate additional cost of these changes is estimated at \$3,000.

The landscape plan on the east side was revised to eliminate the trail shortcuts, as detailed in the changes to Sheet L1.2 dated 9/07/22. The approximate additional cost of these changes is estimated at \$2,000.

On the east approach, the Centennial Trail was overlayed with HMA pavement from the contract pavement replacement limit, extending east to just prior to the Gonzaga parking lot. Existing pavement cracks were patched prior to the overlay. Garco stated that this additional work would cost \$4,000.

With the additional costs of the lanscape changes and trail overlay approximately equal to the cost of the reduced scope for the landscape restoration in the laydown area, these changes are proposed as a no-cost change order.







N KARDONG
DGE REHABILITATION
SCAPE PLAN

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

3/4/2022

RAWN BY:

CHECKED BY:

MDT
PROJECT NO:
PW ITB #5203-19

REVISION

REVISION

ADD#1 3/21/22 3

SHEET 39 OF 49

LANDSCAPE PLAN

Spokane Park Board Briefing Paper



Committee	Riverfront Park Committee							
Committee meeting date	January 9, 2022							
Requester	Jonathan Moog		Phone number: (509)625-6243					
Type of agenda item	OConsent O	Discussion	○ Information	Action				
Type of contract/agreement	New Renewa	ıl/ext. OLease	OAmendment/change or	der O Other				
City Clerks file (OPR or policy #)								
Item title: (Use exact language noted on the agenda)	Big Belly Solar, LLC	waste receptacle	s non-renewal notification					
Begin/end dates	Begins:	Ends:		Open ended				
Background/history: Riverfront Park entered into three separate 60-month lease agreements with Big Belly Solar, LLC to provide 59 units (28 double stations, 3 single stations) solar waste compactors and recycling units in May 2018, April 2019 and March 2021. The annual service charge of this lease is \$61,380 or \$306,903 for the 5-year term. The Park has not realized the offsetting labor saving initially envisioned for these units and desires to end the lease before it renews for an additional 5-years. The attached letter is notification of non-renewal for all three lease agreements which will be phased out over the next three years. New waste recycles will be procured through a separate procurement process and paid with the savings from ending this lease. Motion wording: Approve the Big Belly Solar, LLC waste receptacles non-renewal notification								
Approvals/signatures outside Parks: If so, who/what department, agency or c	\sim	No						
Name:	Email address:		Phone:					
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:								
Fiscal impact: Expenditure Amount:	Revenue Bud	get code:						
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		ACH Forms (f	contractors/consultants/venc or new contractors/consultant rtificate (min. \$1 million in Ger	ts/vendors				

Updated: 10/21/2019 3:23 PM



PARKS AND RECREATION 808 W. SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3317 509.625.6200 FAX 509.625.6205

www.spokaneparks.org

January 12, 2023

Big Belly Solar, LLC Attn: Jeff Wakely, CFO 150 A Street, Suite 103 Needham, MA 02494

Re: Spokane Riverfront Park Waste Receptacle Agreements

Notice of Non-Renewal

To Whom it May Concern:

Pursuant to Section 2.2 (Non-Renewal) of the Connect Service Terms and Condition, which is located in Attachment A to that certain Public Works contract, dated February 5, 2018, by and between the City of Spokane and Big Belly Solar, LLC (the "Contract"), you are hereby notified that the City of Spokane, by and through the Spokane Parks and Recreation Department, has elected not to renew the Contract as it relates to placement of Big Belly Solar waste receptacles in Riverfront Park. Specifically, this notice of non-renewal applies to the following addendums to the Contract:

- 1. Contract Addendum titled Downtown Sidewalk and Riverfront Park Waste Receptacle Replacement, signed by the City on May 4, 2018 and signed by Big Belly on April 30, 2018, together with associated Additional Equipment Addendum, reference Service Schedule No. 00001 to Big Belly Connect Services Agreement No. 10117 between the City of Spokane and Big Belly Solar, LLC. This addendum includes 22 double stations and 3 single stations.
- 2. Contract Addendum titled Riverfront Park Waste Receptacles, signed by the City on April 17, 2019 and signed by Big Belly on April 16, 2019, together with associated Additional Equipment Addendum, reference Service Schedule No. 00002 to Big Belly Connect Services Agreement No. 10117 between the City of Spokane and Big Belly Solar, LLC. This addendum includes 9 double stations.
- 3. Contract Addendum titled Riverfront Park Waste Receptacles, signed by the City on March 23, 2021 and signed by Big Belly on March 17, 2021, together with associated Third Addendum to Connect Services Agreement, reference Big Belly Connect Services Agreement No. 10152 by and between the City of Spokane and Big Belly Solar, LLC. This addendum includes 5 double stations.

Per the terms of the Contract, each of the foregoing contract addendums shall expire upon expiration of the initial term and shall not be renewed. Upon expiration of these contact



PARKS AND RECREATION 808 W. SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3317 509.625.6200 FAX 509.625.6205

www.spokaneparks.org

addendums, we understand Big Belly will de-install and remove its equipment at the City's expense, not to exceed \$600.00 per station.

This notice of non-renewal applies only to Big Belly Solar Equipment installed in Riverfront Park and does not apply to equipment installed elsewhere in the City of Spokane.

If you have any questions or concerns, please contact the undersigned at your earliest convenience.

Sincerely,

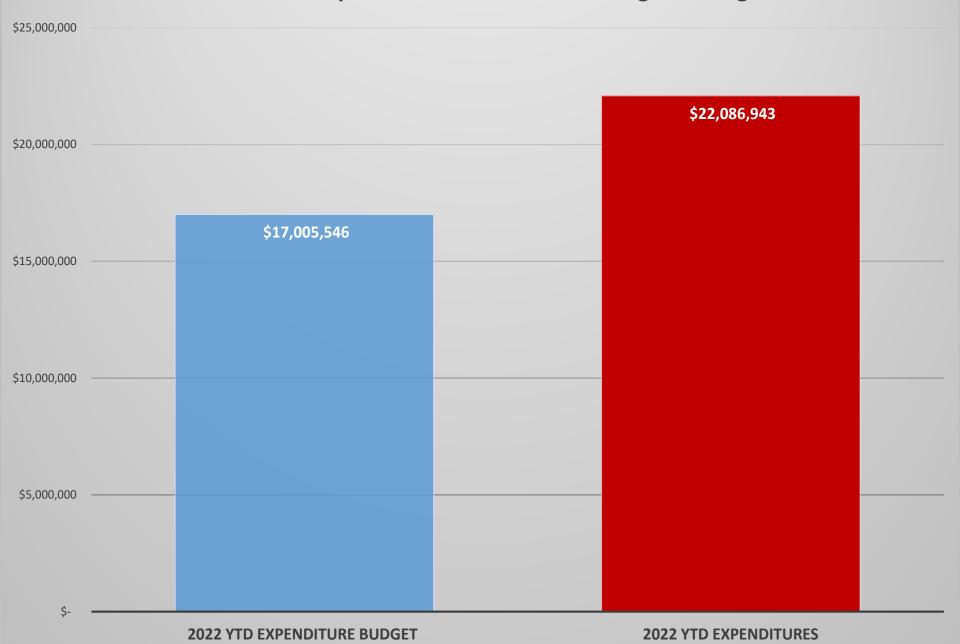
Garrett Jones, Director
City of Spokane Parks and Recreation

CITY OF SPOKANE

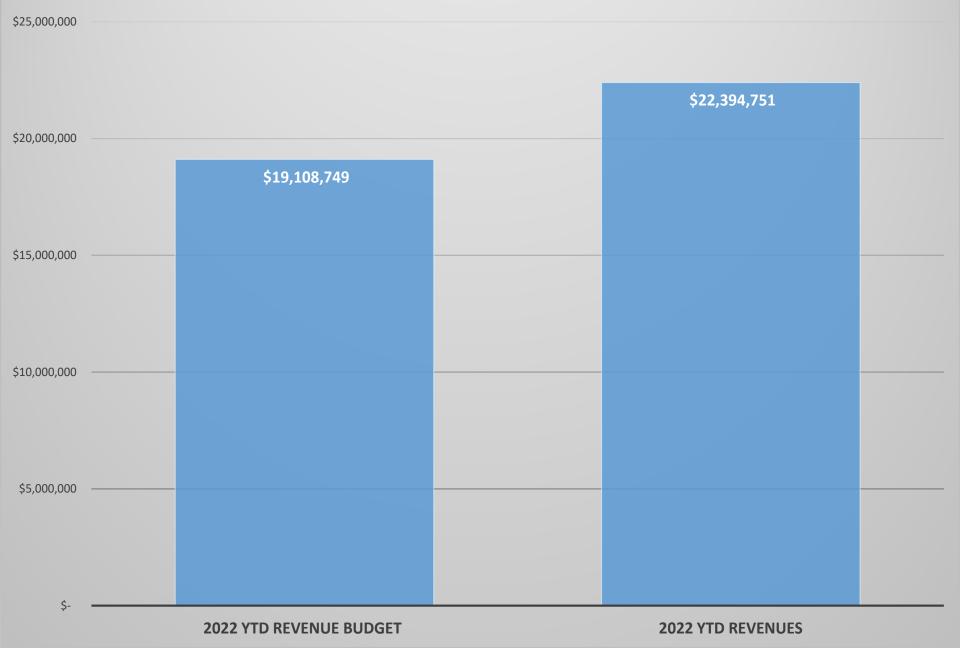
City of Spokane PARKS PARKS PRECREATION

Financial Reports
December 2022

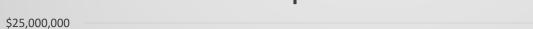
Park Fund December 2022 Expenditures vs. Historical Budget Average

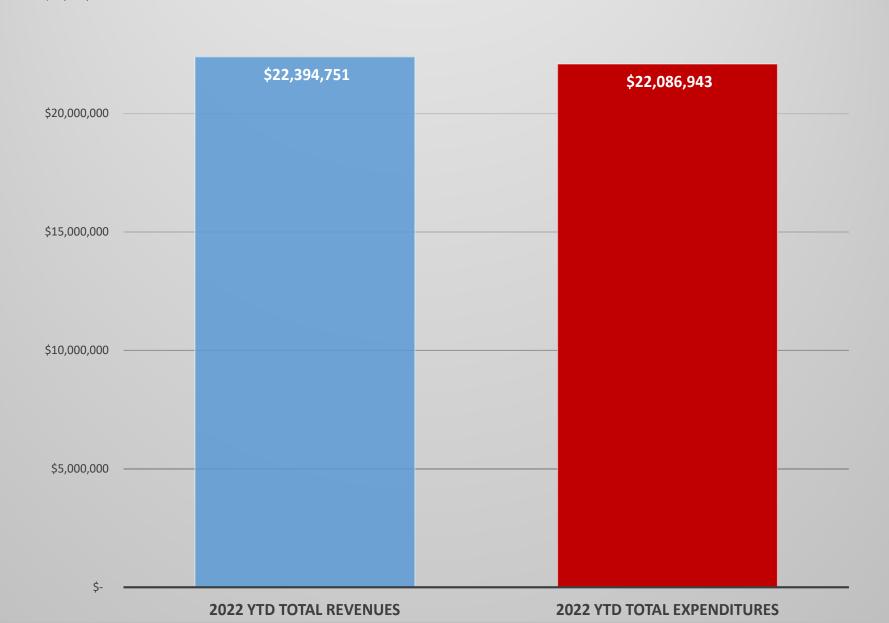


Park Fund December 2022 Total Revenues vs. Historical Budget Average



Park Fund Total 2022 YTD Expenditures vs. Total YTD Revenues





Golf Fund

December 2022 Expenditures vs. Historical Budget Average



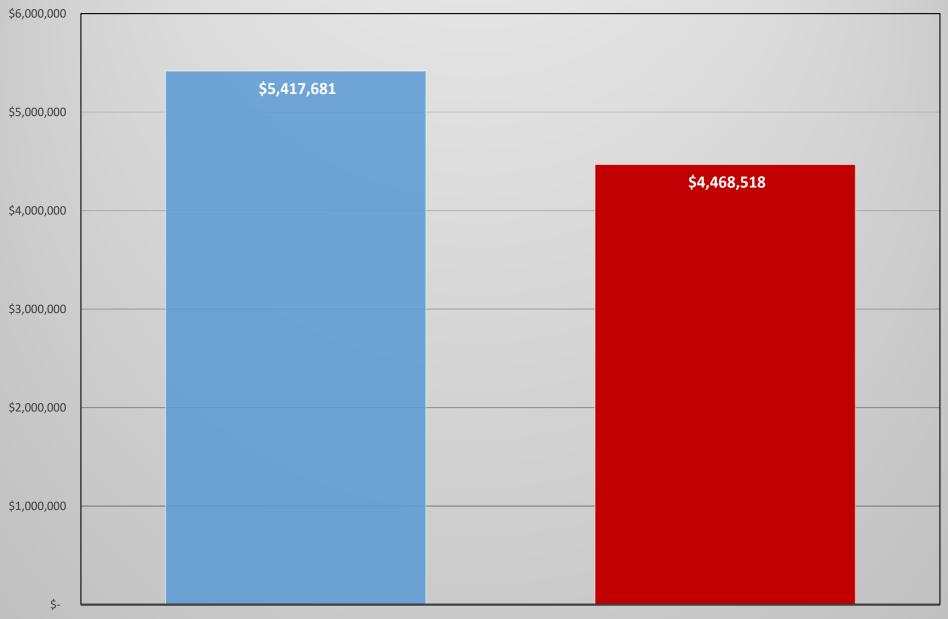
2022 YTD EXPENDITURE BUDGET

2022 YTD EXPENDITURES

Golf Fund December 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

Expo+50 Infrastructure Projects



Opportunity – Expo+50



Expo+50 Initiative

- ▶ Infrastructure & amenities
- Funding & governance structure
- ► EXPO+50 events & special activities
- Marketing & Branding
- Connectivity, mobility & walkability

EXPO+50 | A PARTNERSHIP OPPORTUNITY



EXPO+50 INITIATIVE

The **EXPO+50** initiative involves representatives across a variety of local agencies and organizations to develop a plan to celebrate the 50th anniversary of Expo '74.

In addition to coordinating the 2024 anniversary celebration, the project involves a long-range partnership plan involving shareholders from the downtown core and extending throughout the community.

The plan is based on five primary components, including:

- · Infrastructure and amenities
- Funding and governance structure
- EXPO+50 events and special activities
- Marketing and branding
- Connectivity, mobility, and walkability



GOALS

- Bring the community together to commemorate, celebrate and reflect on the accomplishments of EXPO '74 and the ensuing 50 years
- Add permanent amenities and activities, and one-time events, that will further activate the river experience and urban core by summer 2024
- Connect and brand our greatest community assets to enhance the experience of community members and visitors
- Provide an impetus for the community to adopt a unifying and positive focus and energy following two years of the pandemic
- Embrace EXPO+50 as an opportunity to adopt a comprehensive vision and community partnerships around the environmental, recreational and economic future of our river



CURRENT EXPO+50 PARTNERS

The EXPO+50 partnership group currently includes representatives from the following entities: City of Spokane, Spokane County, Public Facilities District, Innovia Foundation, Greater Spokane, Downtown Spokane Partnership, Spokane Sports Commission, University District, Visit Spokane, Gonzaga University, Avista and Kendall Yards.



Opportunity – Expo+50



Expo+50 Initiative

- ► Infrastructure & amenities
- ► Funding & governance structure
- ► EXPO+50 events & special activities
- ▶ Marketing & Branding
- **▶** Connectivity, mobility & walkability

EXPO+50 | A PARTNERSHIP OPPORTUNITY



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The plan is based on five primary components, including:

- Infrastructure and amenities
- Funding and governance structure
- EXPO+50 events and special activities
- Marketing and branding
- Connectivity, mobility, and walkability



GOALS

- Bring the community together to commemorate, celebrate and reflect on the accomplishments of EXPO '74 and the ensuing 50 years
- Add permanent amenities and activities, and one-time events, that will further activate the river experience and urban core by summer 2024
- Connect and brand our greatest community assets to enhance the experience of community members and visitors
- Provide an impetus for the community to adopt a unifying and positive focus and energy following two years of the pandemic
- Embrace EXPO+50 as an opportunity to adopt a comprehensive vision and community partnerships around the environmental, recreational and economic future of our river



CURRENT EXPO+50 PARTNERS

The EXPO+50 partnership group currently includes representatives from the following entities: City of Spokane, Spokane County, Public Facilities District, Innovia Foundation, Greater Spokane, Downtown Spokane Partnership, Spokane Sports Commission, University District, Visit Spokane, Gonzaga University, Avista and Kendall Yards.

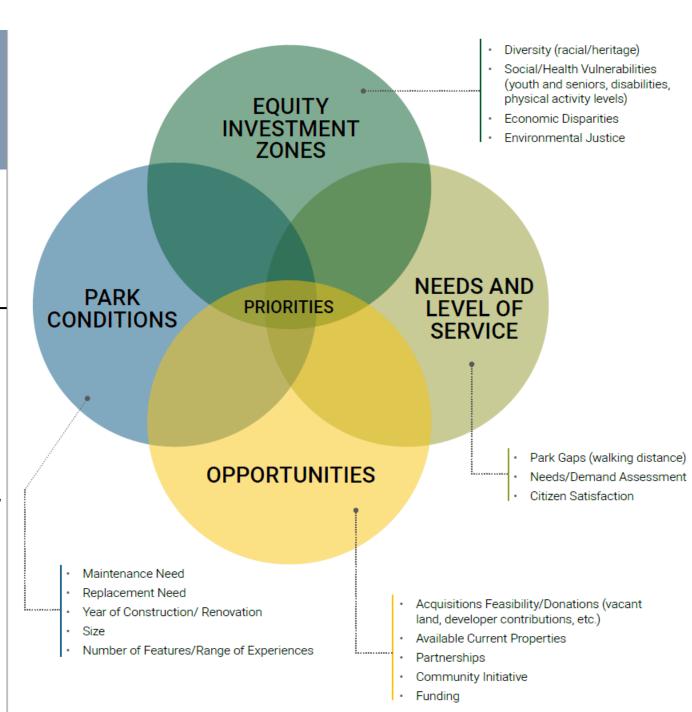


Opportunity - Parks



Expo +50 projects should meet Z master plan needs

- ► Target Facilities in Poor Condition or Out of Service
- Locate in highest priority social & environmental equity zone
- Improvements support free activity
- Enhance / Leverage existing or adjacent project (if opportunity)



Opportunity – Expo+50

EXPO+50 | A PARTNERSHIP OPPORTUNITY



EXPO+50 INITIATIVE

The **EXPO+50** initiative involves representatives across a variety of local agencies and organizations to develop a plan to celebrate the 50th anniversary of Expo '74.

In addition to coordinating the 2024 anniversary celebration, the project involves a long-range partnership plan involving shareholders from the downtown core and extending throughout the community.



Expo+50

- Infrastr
- **Fundin**
- ► EXPO+
- Market
- Connec

- Bring Community Together
- Add Permanent Amenities & Activities
- Connect & brand our greatest community assets
- Support community unification & positivity after pandemic
- Embrace EXPO+50 as vision & partnership opportunity

ry components, including:

enities

pecial activities

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d activities, and one-time events, that will rience and urban core by summer 2024 est community assets to enhance the

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Sports Commission, University District, Visit Spokane, Gonzaga University, Avista and Kendall Yards.



Expo+50 Infrastructure Projects



4 Design & Construction Projects: \$5.5M

► RFP South Suspension Bridge Reno: \$ 2.8M

► S. Gorge Trail Completion @ CSO 26: \$ 2.1M

► RFP Post St. Parking Lot & Trailhead: \$ 600k

➤ Zipline / Post St: \$ 0k

Connectivity, Mobility, & walkability
Adding Amenities & Activities

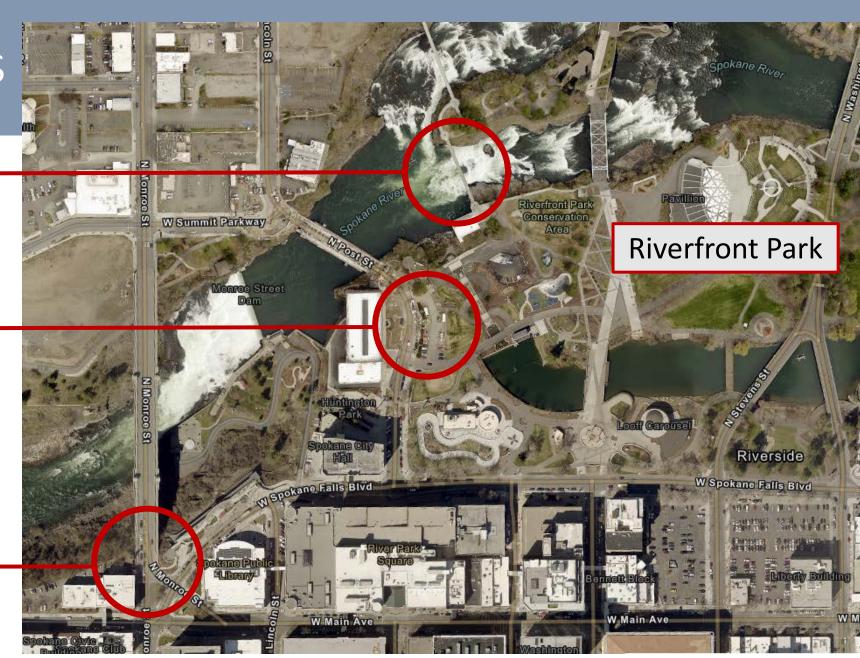


Project locations

► RFP South Suspension Bridge Renovation

RFP Post St. Parking Lot& Trailhead

South Gorge TrailCompletion @ CSO 26



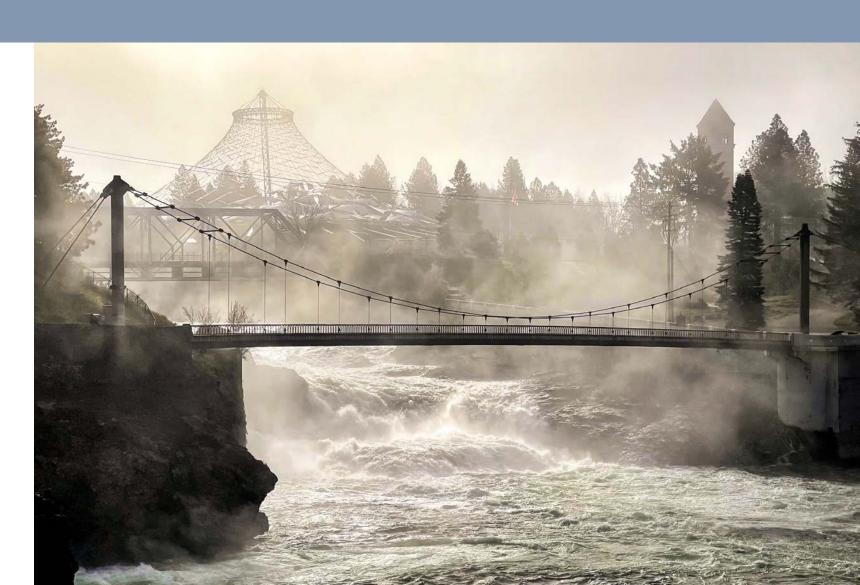
RFP South Suspension Bridge Renovation

Project Scope:

- Renovate Expo historic resource
- New Bridge Deck, vault lids, Rails & lighting

Project Status:

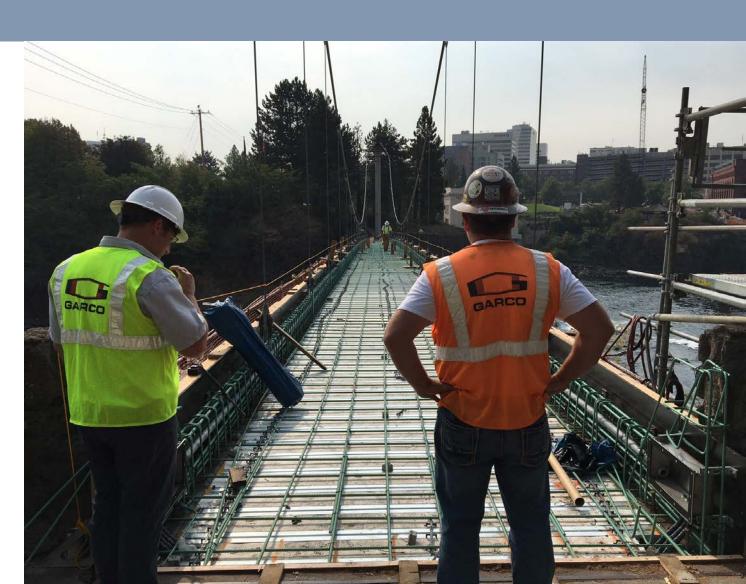
- Design Complete,Ready for Bid
- ➤ 7-9 month construction duration



RFP South Suspension Bridge Renovation

- ► State Grant (RCO): \$1.4M
- ► REET2 (proposed):\$1.4M
- ► Total Cost: \$2.8M

Inc'l construction, construction management, project contingency



South Gorge Trail Connection – CSO 26 to Main

Project Scope:

Extend S. Gorge Trail from CSO 26 tank beneath Monroe St. Bridge to connect to Main Ave.

Project Status:

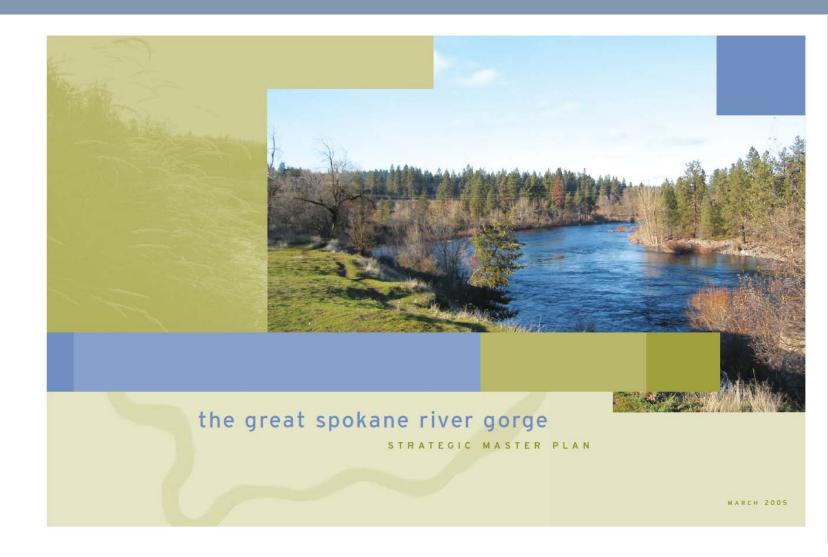
- Design @ 60%Ready to bid Spring,2023.
- ▶ 4-6 month construction duration.



South Gorge Trail Connection – CSO 26 to Main

- Project Scope (cont'd):
 - ► Completes 'Great Spokane River Gorge Loop Trail' envisioned in 2005.

 Significant pedestrian enhancement separating trail from congested Monroe St. Intersection.

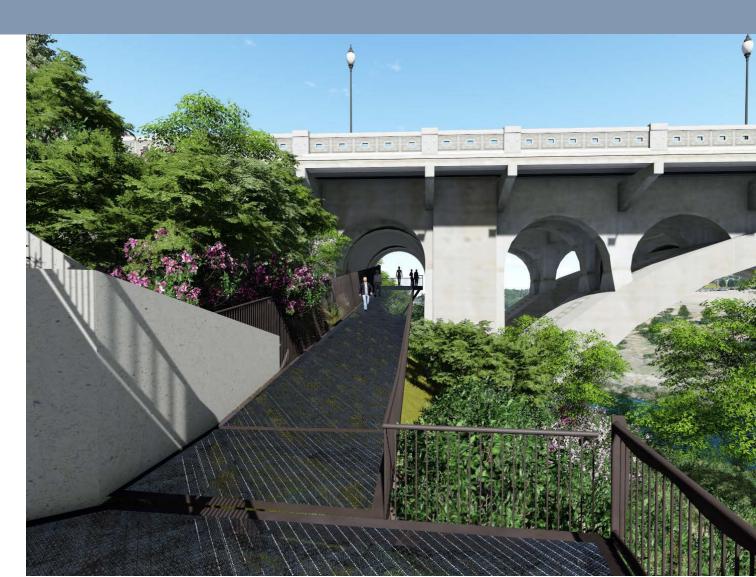


South Gorge Trail Connection – CSO 26 to Main

- ► Strategic Invest UE: \$0.7M*
- ► REET 2 (2024>2023):\$1.4M
- ► Total Cost: \$2.1M

* SIUE Funding: \$170k existing in 2023; \$530k advance from 2024.

Inc'l remaining design, construction, construction management, contingency



Post Street Parking Lot / Trailhead

Project Scope:

- ► Replace Post St. Parking lot
- New Centennial Trail bicycle
 & Walkway Connection to
 Post St.

Project Status:

- ► 60% design complete, bid ready in 6 months.
- 3 months construction (after bridges complete)



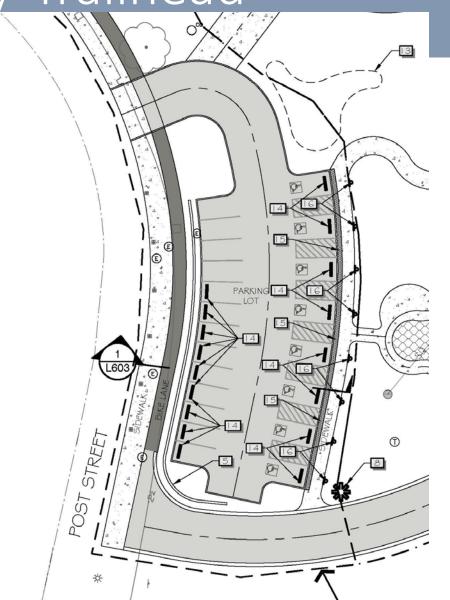
Post Street Parking Lot / Trailhead

► RFP Bond: \$550k

► Total Cost: \$550k

Inc'l remaining design, construction, construction management, retail sales tax, contingency

Note: RFP Bond Funds require Park Board Approval



Expo+50 Program & Proposed REET Investment

Project Funding

Grants (State RCO):\$1,400,000

RFP Bond: \$ 550,000

Strategic Invest UE: \$ 700,000

REET 2 (new proposed):\$1,400,000

REET 2 (2024>2023): \$1,400,000

Total Cost: \$5,495,000

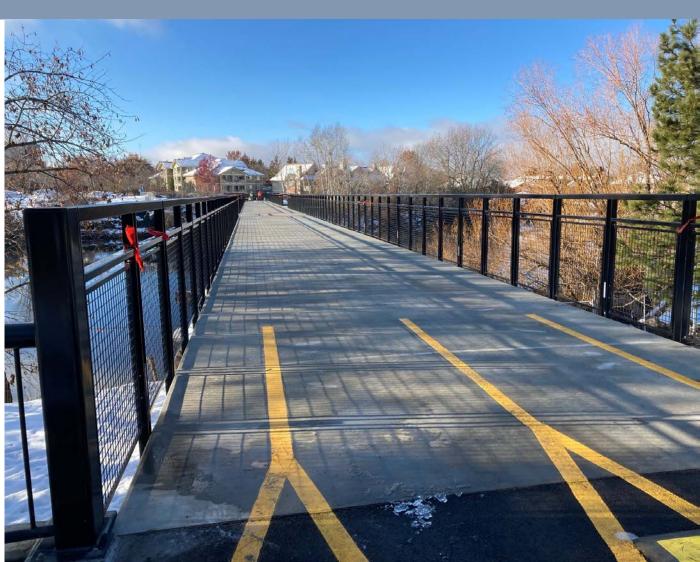


\$3.33M SBO Value

Recent Collaborative Success - Trails

- ► <u>Don Kardong Bridge:</u>
 - ► Funds appropriated Feb, 2022
 - ▶ Re-opened to Public Dec, 2022
 - ▶ Utilized \$2.95M ARPA funds





Collaborative Success – Public Works & Parks

- ► Green Infrastructure in Parks
 - CSO tanks + park improvements
 - ➤ 2021/2022 Downriver Irrigation + Storm Piping

- Park water conservation Projects
 - ▶ Japanese Garden Pond
 - Irrigation Upgrades & 'Spokanescape'







Expo+50 Infrastructure Projects



Questions / Comments?

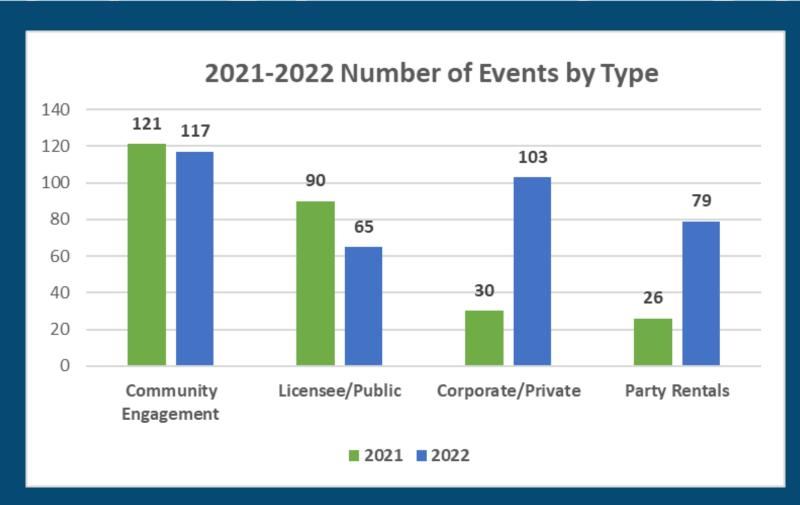


2022 Riverfront Spokane Year-End Programming Review



Presented to: Riverfront Park Committee 1.9.23

2022 Number of Events by Type

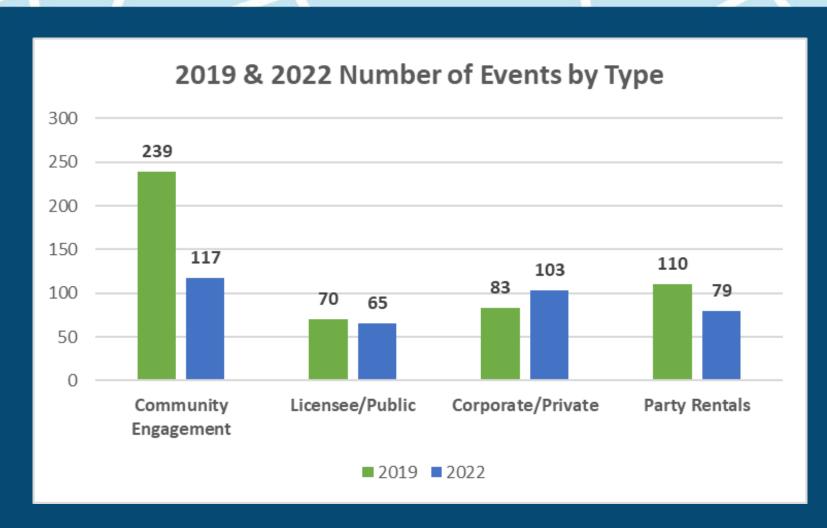


2022 Total Events = 364 2021 Total Events = 267

- ✓ 36% Increase # Events
- ✓ 243% Increase Licensee/Public Event Rentals
- ✓ 204% Increase Birthday Party Rentals



Pre-Pandemic Number of Events

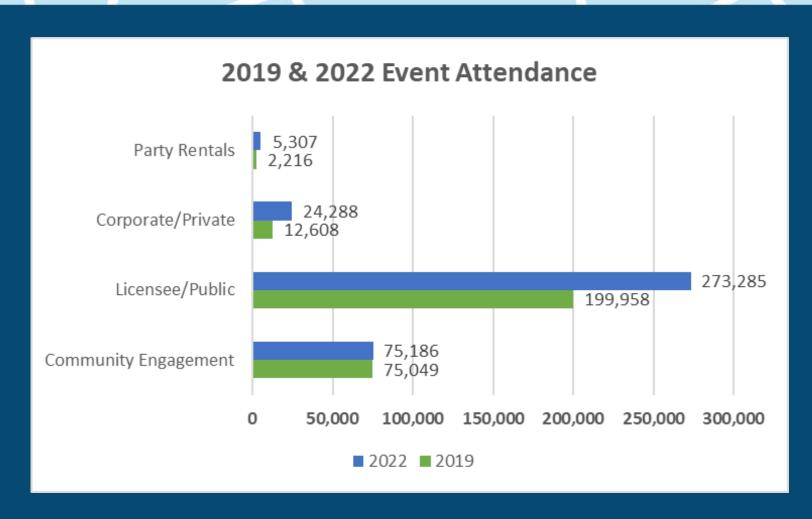


2022 Total Events = 364 2019 Total Events = 502

- ✓ 10% Increase

 Private Event Rentals
- ✓ 28% Decrease in Party Rentals
- ✓ Slight decrease in Licensee/Public Events

Pre-Pandemic Event Attendance

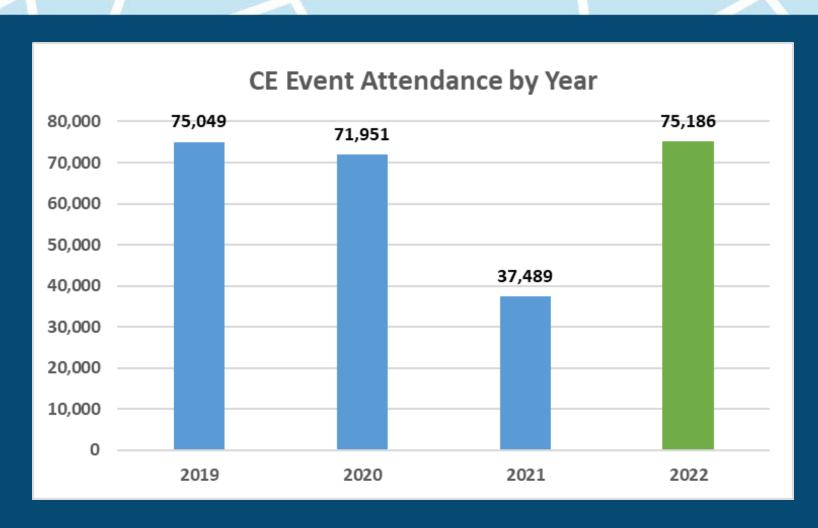


- ✓ 139% Increase Birthday Party Attendees
- ✓ 93% Increase

 Private Event Attendees
- ✓ 37% Increase

 Public Event Attendance
- ✓ Very slight increase in CE event attendance

CE Event Attendance by Year



- ✓ Pre-pandemic event attendance levels
- ✓ Quality over quantity, consistently well-attended events

2022 Community Engagement Events

WINTER	SPRING	SUMMER	FALL
DJ Night on the Ice (10)	Spring Market (4)	Riverfront Eats (10)	Shakespeare in the Park (16)
Winter Market (3)	Riverfront Moves (17)	Historic Walking Tours (4)	World Art Drop Day (1)
Trail of Lights (1)	Carrousel Story Time (6)	4th of July Concert & Fireworks (1)	Fall Festival (2)
Learn to Skate w/Lilac City Figure Skating (8)	Easter Egg Hunt & Brunch with the Easter Bunny (1)	Inland NW Opera Carmen and the Bull (2)	Spo-Candy Crawl (2)
Coaches Corner (7)	Bike to Work Kickoff Breakfast (1)	NEW! Movies at the Pavilion (4)	NEW! According to Coyote (2)
Skate for a Cause (2)	Spokane Cultural Days (1)	NEW! Riverfront Explore (8)	
Numerica Tree Lighting (1)	NEW! Pavilion Art Space		
New Year's Eve Fireworks (1)	NEW! Riverfront Story Walk		
Cheap Skate Tuesdays (8)			

Total Number of Events = 117

Movies in the Pavilion presented by ICCU



2022 Event Schedule

7/6: Cruella

7/20: Encanto

7/27: Ghostbusters

8/3: The Princess Bride

Total Attendance: 4,418 (Average Attendance: 1,100)



Riverfront Moves sponsored by Providence



Riverfront Moves	2021	2022
# of Events	30	17
Total Attendance	1104	1209
Ave. Attendance Per Event	36	71



Easter Egg Hunt & Brunch with the Easter Bunny



Total Attendance = 2,000





4th of July Celebration with the Spokane Symphony



Total Attendance (park-wide): 30,000



Riverfront Story Walk sponsored by Windermere Real Estate







Riverfront Explore WRPA SEEK Fund Program



- ✓ Served 335 economically disadvantaged youth
- ✓ Seven local community centers
- ✓ Offered lessons in science, history, language and culture that did not previously exist
- ✓ Provide educational tools for future programs

Marketing & Sponsorship Overview

2022 Marketing Goals & Tactics

- ✓ Seek Alternative Funding Sources
- ✓ Increase Awareness of Park Amenities & Programs
- ✓ Leverage partners and sponsors to add promotional value
- ✓ Improve Services & Implement Efficiencies
- 1. KHQ "This Week in Parks" Segment
- 2. OTT Campaign: Numerica Skate Ribbon & Ice Pass
- 3. Direct Mail Campaign (March & June)
- 4. Utility Inserts: April (SkyRide) & July (Fireworks)
- 5. 2022 Spokane Bridal Fair
- 6. Activity Guides (Recreation + Winter)
- 7. Launched VenueOps





Riverfront Eats

Presented by: Idaho Central Credit Union

Tuesdays (June-Aug) 11am-2pm *excluding 7/5 Join us on the orange bridge every Tuesday this summer for food trucks and live music.

Riverfront Moves

Presented by: Providence Sponsored by: Idaho Central Credit Union

May-August

Free fitness classes for all ages and fitness levels. Multiples dates and classes on our website.

Idaho Central Credit Union 4th of July Celebration with the Spokane Symphony

Sponsored by: Budweiser, 98.9 KKZX, with generous support from Gerry & Bill Sperling and Jennifer & Dr. Philip Ogden

7/4 | 8pm-10:15pm

Free concert at the Pavilion and fireworks in the park!

Movies at the Pavilion

Presented by: Idaho Central Credit Union

July 6, 20, 27 & Aug 3 8:30pm

Lounge under Riverfront's Pavilion and enjoy free movies in the park with family and friends.

Historic Walking Tours

Saturdays: 7/9, 7/23, 8/13, 8/27 10am & 12pm

Join historian Chet Caskey for a free walking tour of Riverfront, where the city's past and present merge in unique ways.

Shakespeare in the Park 7/21-7/24 7/28-7/31

Join Spokane Shakespeare Society in Riverfront for their free theater production!

Direct Mail: 17,000 Homes (x2)

- Utility Insert: 86,000 homes
- ✓ Significant Increase in Program **Participation**
- ✓ Media buy for Ice: 1113 Unlimited Passes *17/18 = 1092 / 20/21 = 615*









RiverfrontSpokane.org

Partners

4/6 | 12-7pm 4/13, 4/20, 4/27 | 3-7pm

vendors, and live music at the Riverfront Market this Spring!

4/16 | 10am



Providence

Youth (ages 5-14): \$14.50 Under 5: Free



2022 Community Partnership Revenue



- √ 46% Increase in revenue from 2021 (+ \$71,250)
- ✓ 12 Contracted Partnerships



2022 Social Media Highlights

Total Fans & Followers

2021 2022

55K vs. 59K

fans & followers

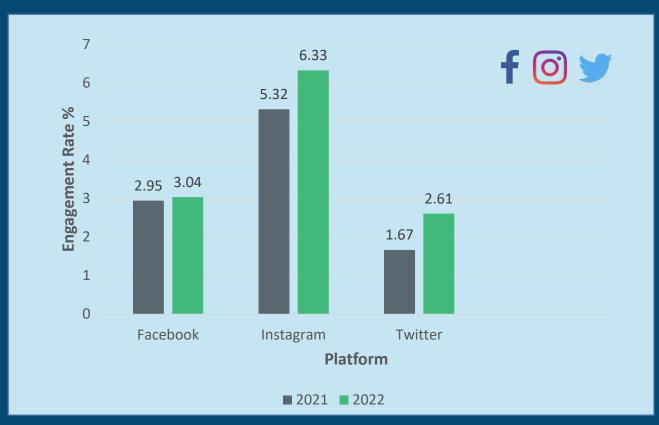
The total number of people who follow our Facebook, Twitter and Instagram Pages as of Dec. 31, 2022





2022 Social Media Highlights

Post engagement rate



The engagement rate is calculated as the number of clicks, likes, comments, and shares divided by the number of people who saw it. Industry standard is between 1% - 5%.

2022 Social Media Highlights

Page & Profile Impressions

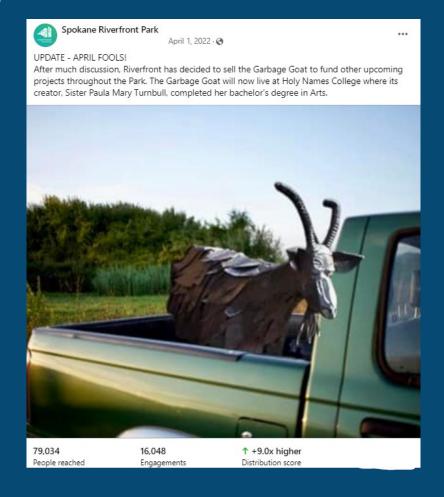
11M impressions

The number of times content from our social media accounts were displayed on a person's screen in 2022.



2022 Social Media Highlights

Top Facebook Post of 2022



2023 Look Ahead

- 1. Pavilion Naming Rights Partnership
- 2. Concessionaire Partnerships
- 3. Cost Recovery: Focus on paid partnerships
- 4. EXPO 50th Anniversary Planning
- 5. Implement efficiencies through technology (VenueOps) and improving processes and procedures
- 6. Enhance product offerings (e.g. rental packages, improve online experience)

2022 Year-End Summary

Thank you!

Questions?



Spokane Park Board Briefing Paper



Committee	Land Committe	e		
Committee meeting date	January 4, 202	3		
Requester	Garrett Jones		Phone number: 509.363	3.5453
Type of agenda item	Consent	ODiscussion	OInformation	Action
Type of contract/agreement	New Re	newal/ext. OLease	OAmendment/change orde	r O0ther
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)	Park Board Su Center on Park		r a Proposed American Indian (Community
Begin/end dates	Begins:	Ends:	√	Open ended
Background/history: Park staff has received a request f potential partnership to use a porti Center. There is potential for such simultaneously providing a quantiful Upon an quick initial assessment, in orange on the attached graphic proposal, park staff desires to present Motion wording: Move to approve Park Board Supporting	from City Cour on of High Bri a partnership iable net impro the area of Hi Prior to evalusent this conce	idge Park to house to provide a new overment to public park pot gh Bridge Park pot uating this request ept to the land com	ne Tribe of Indians to cons a new American Indian C community amenity while park lands / service. tentially worth considering and developing a potential	sider a community is circled
Approvals/signatures outside Parks:	Yes	No		
If so, who/what department, agency or contains TBD	ompany: Email addres:	s· TBD	Phone: TBD	
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Grant Management Department/Name:	Email address	3. 100	Thomas Page	
Fiscal impact: Expenditure	Revenue			
Amount: Vendor:	○ New vend	Budget code:		
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	City of Spokane	W-9 (for new ACH Forms (i	v contractors/consultants/vendor for new contractors/consultants/vertificate (min. \$1 million in Gener	vendors

Updated: 10/21/2019 3:23 PM

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution regarding long term lease of park land to the American Indian Community Center.

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

WHEREAS, the Spokane Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations; and

WHEREAS, the Spokane Park Board is empowered by the City Charter to improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public; and

WHEREAS, the Parks and Natural Lands Master Plan states that "Parks may consider and evaluate potential partnerships with other public agencies or private parties to enhance the park system..." and "Parks should remain flexible in its evaluation of partnerships and proposals for a variety of uses so long as partnerships are consistent with the Spokane Park Board mission and the goals and objectives of this plan, and ensure a quantifiable 'net improvement' to City park lands and recreation offerings"; and

WHEREAS, the Spokane City Council in 2021 formally recognized that all city land, including park land, was once the major trading center for the Spokanes as they shared the land and the river and welcomed other area tribes through their relations, history, trade, and ceremony; and

WHEREAS, many Native Americans were displaced to Spokane, and as a result there are more than 10,000 Native Americans living in Spokane County today representing more than 300 tribes, and that many of the Native Americans in Spokane live in poverty; and

WHEREAS, the American Indian Community Center (AICC) was founded in 1967 to serve as a gathering place for Native Americans, and over time evolved into an essential multiservice agency offering housing assistance, transportation, addiction counseling, a food bank, and many, many other services for Native Americans living in the Spokane region; and

WHEREAS, the AICC historically has operated with minimal support and without a permanent home, and since its founding in 1967 has been forced to relocate many (11) times, with the resulting disruption to services that have dramatically impacted Spokane's most vulnerable population; and

WHEREAS, it has been a dream of those who operate the AICC to locate a permanent home, and to that end the AICC intends to develop a 20,000+ square foot facility as a new, permanent facility, one ideally situated along the Spokane River because of its cultural significance to area tribes, which facility is estimated to cost between \$10,000,000 and \$12,000,000 and which will require a minimum of two (2) acres of land to accommodate expanded programs and services; and

WHEREAS, in coordination with staff from the Spokane Parks Department, the AICC has identified land within the City's current High Bridge Park, marked on the attached <u>Exhibit</u> "A" by a yellow oval, as a possible site for its new community center, which site is underutilized as park land, situated close to the Spokane River, and large enough to accommodate a new facility; and

WHEREAS, the High Bridge location is also the site of a proposed bicycle route connection between the downtown core of Spokane and the existing Fish Lake Trail, and a new American Indian Community Center would provide an active, attractive and safe complement to the recreational activities and improvements contemplated for the area; and

WHEREAS, the Spokane Park Board recognizes that long-term lease of a portion of High Bridge Park for the proposed new American Indian Community Center, for nominal rent, would be a proper and fitting arrangement, and of immense benefit to the citizens of Spokane; and

WHEREAS, the AICC expects to leverage available public funds with private donations to construct a new facility by 2025 and wishes to further study the High Bridge site and its suitability as a new location for a community center, all with a goal of entering an agreement with the Spokane Park Board for a long-term lease of the site;

NOW THEREFORE, IT IS HEREBY RESOLVED that the Spokane Park Board recognizes the AICC need for a new site, further recognizes that the High Bridge site is a desirable location due to its historical connection to the Spokane Tribe of Indians, its proximity to the Spokane River, and its potential to provide an active, attractive and safe complement to the recreational activities and improvements contemplated for the area; and

IT IS FURTHER RESOLVED by the Spokane Board that the Parks Department is authorized to enter into an agreement with AICC authorizing it to evaluate the High Bridge site as a possible location for a new community center, subject to such reasonable terms and conditions as may be imposed by the Parks Department in consultation with the City Attorney's Office, and that the staff of the Parks Department may provide the AICC such assistance as it needs to support community and stakeholder input, develop site designs, architectural renderings, environmental analysis and other information associated with fundraising for and construction of a new community center, negotiate the terms for a long-term written lease of the High Bridge site to the AICC, and to negotiate terms on a joint use agreement, with all proposals and agreements being subject to community and stakeholder support and the final review and approval of the Spokane Park Board.

Dated this day of January, 2023.	
	Park Board President

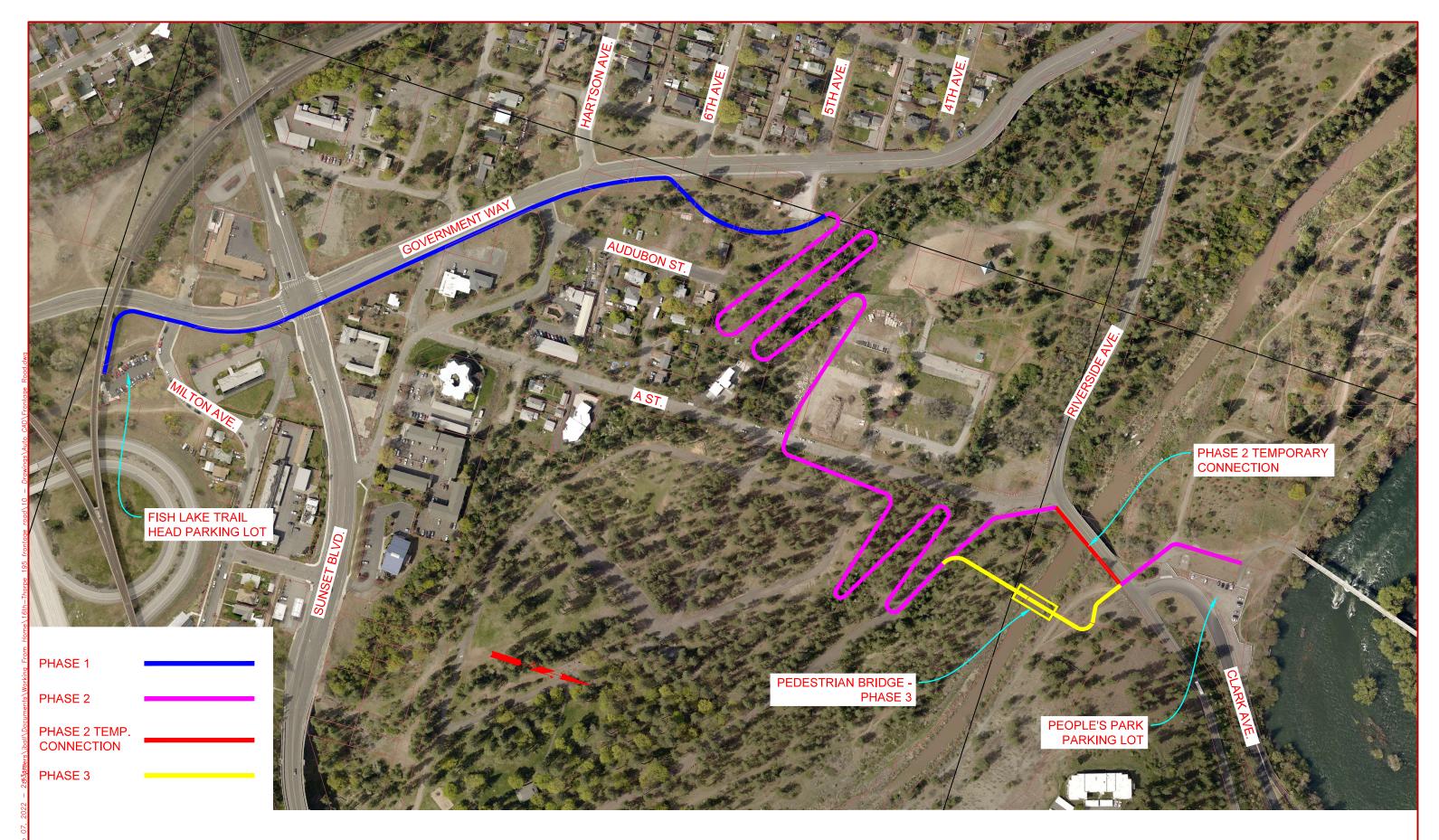
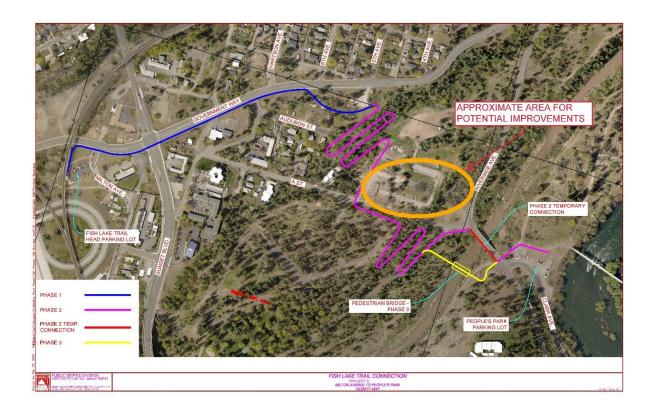




EXHIBIT A Proposed Location for American Indian Community Center



Spokane Park Board Briefing Paper



Committee	Land			
Committee meeting date	Jan 4, 2023			
Requester	Berry Ellison		Phone nu	ı mber : 625-6276
Type of agenda item	Consent	Discussion	○ Informat	
Type of contract/agreement		newal/ext. OLease	OAmendmei	nt/change order Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)		ground Equipment, In- erty Park Playground F		
Begin/end dates	Begins: 01/12/2	2023 Ends:	12/31/2023	Open ended
Background/history: Liberty Park Playground Renovation equipment for children aged 2-12. prior to issuing the whole project to The City requested several bids from Zip Line apparatus with installation After considering project budget a Note: This quote follows the NASE Motion wording:	Play equipment of bid is advantaged on the plantaged of t	ent is a long-lead in tageous to the projendors for equipm ost effective vendo he cost was detern 6480 competitive p	tem thus purd lect schedule ent & installat or was Northy mined to be forocess.	chasing the equipment tion, and an alternate vest Playground, Inc. easible.
Move to approve Northwest Playground I Playground Project in the amount of \$23				ition for the Liberty Park
Approvals/signatures outside Parks:	Yes	○ No		
If so, who/what department, agency or c Name: Chris Brummett		vest Playground Equ s: Chrisb@nwplaygrou	•	Phone: 509 520-6053
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name:	Email address	nhamad@spol sales@nwplay	kanecity.org	Thome. 309 320-0033
Fiscal impact: Expenditure	Revenue			
Amount: \$ 235,652.92 (tax inclusive)		Budget code: 1950-54920-94000-	56301-48069	
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - 0		W-9 (for nev	for new contracto	nsultants/vendors ors/consultants/vendors million in General Liability)

Updated: 10/21/2019 3:23 PM

City Clerk's No.	
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City of Spokane Parks And Recreation Department

PUBLIC WORKS CONTRACT

Title: PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT

This Contract is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as ("City"), a Washington municipal corporation, and NORTHWEST PLAYGROUND EQUIPMENT, INC., whose address is PO Box 2410, Issaquah, Washington, 98027 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to Furnish and Install Playground Equipment for Liberty Park; and

WHEREAS, the Contractor was selected from NASPO ValuePoint Master Agreement for Washington State Contract No. 6480.

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. <u>TERM OF CONTRACT</u>. The term of this Contract begins on January 12, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.
- 2. <u>TIME OF BEGINNING AND COMPLETION</u>. The Contractor shall begin the work outlined in Contractor's Quote ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract 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. <u>SCOPE OF WORK</u>. The Contractor's General Scope of Work for this Contract is described in Contractor's Quote dated January 2, 2023, Exhibit B, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Furnish and Install Playground Equipment for Liberty Park.**

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. <u>COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED**

FIFTY-TWO AND 92/100 DOLLARS (\$235,652.92), not applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract 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 Contract.

- 5. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
- 6. <u>WAGES</u>. 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 the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- 7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to 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 State Department of Labor and Industries; 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.
- 8. <u>PUBLIC WORKS REQUIREMENTS.</u> The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.
- 9. <u>INDEMNIFICATION</u>. 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.

- 10. <u>BONDS</u>. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment bond and performance bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
- 11. <u>INSURANCE</u>. During the period of the Contract, 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 Contract. 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 Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- 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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW:
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
 - 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
- 14. <u>NONDISCRIMINATION</u>. 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 Contract 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, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 16. <u>DEBARMENT AND SUSPENSION</u>. 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.
- 17. <u>ASSIGNMENTS</u>. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
- 18. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 19. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
- 20. <u>DISPUTES</u>. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
- 21. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 22. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 23. <u>BUSINESS REGISTRATION REQUIREMENT</u>. 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.

- 24. <u>CONSTRUAL</u>. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract 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.
- 25. <u>MODIFICATIONS</u>. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
- 26. <u>INTEGRATION</u>. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
- 27. <u>FORCE MAJEURE</u>. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

CITY OF SPOKANE

EQUIPMENT, INC.	5.1.1 G. G. G. H. H. L.
By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

NORTHWEST PLAYGROUND

Payment Bond
Performance Bond
Exhibit A - Certification Regarding Debarment
Exhibit B - Contractor's Quote dated January 2, 2023
23-011

PAYMENT BOND

	We,	NOR	THWE	ST F	PLAYGROU	ND	EQUI	PMEN	NT,	INC.,	, as	prin	cipal,	and
					_, as surety,	are	held ar	nd firn	nly k	oound	to the	City o	of Spo	kane,
Washir	ngton,	in the	sum of	TWO	HUNDRED	THI	RTY-FI\	/E TH	HOU	SAND	SIX F	HUNDF	RED F	IFTY-
TWO A	AND 9	2/100	DOLLA	RS (\$	235,652.92),	plus	s applica	able ta	axes	, for th	e pay	ment c	of whic	h, we
					esentatives a									

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Furnish and Install Playground Equipment for Liberty Park.** If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on	
	NORTHWEST PLAYGROUND EQUIPMENT, INC., AS PRINCIPAL
	By:
A valid POWER OF ATTORNEY	AS SURETY
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON)
County of) SS.)
si	e satisfactory evidence that gned this document; on oath stated that he/she was author- knowledged it as the agent or representative of the named
	ed to do business in the State of Washington, for the uses
DATED:	Signature of Notary Public
	My appointment expires
Approved as to form:	
Assistant City Attorney	_

PERFORMANCE BOND

We, NORTHWEST PLAYGROUND EQUIPMENT, INC., as principal, and as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of TWO HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY-TWO AND 92/100 DOLLARS (\$235,652.92), plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Furnish and Install Playground Equipment for Liberty Park**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED ON	
	NORTHWEST PLAYGROUND EQUIPMENT, INC.,
	AS PRINCIPAL
	By: Title:
A valid <u>POWER OF ATTORNEY</u>	AS SURETY ,
for the Surety's agent must accompany this bond.	By: Its Attorney in Fact

STATE OF WASHINGTON)
STATE OF WASHINGTON County of) SS.)
	atisfactory evidence that signed this document; on oath stated that becoment and acknowledged it as the agent or representative of
•	s authorized to do business in the State of Washington, for the
DATED on	
	Signature of Notary
	My appointment expires
Approved as to form:	
Assistant City Attorney	

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.
- 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.

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

EXHIBIT B



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

QUOTE

This quote is only valid for 60 days.

To: Spokane Parks and RecreationRe: Liberty Park Base Play Equipment and Installation

Quote # 122023CB1 Date: 1/2/2023

Contact Name: Prince, Thea Phone: 509.625.6276

	<u>Em</u> ail	prince@spokanecity.org Cell/Fax:					
Item #	Qty	Description			Price		Total Price
		EQUIPMENT					
		Playworld					
ZZXX0346	1	Base Bid- Custom 2-5 and 5-12 Play Structures		\$	133,714.00	\$	133,714.00
		5-12 Challenger Playground Includes- Mighty Descent Slide, Craz	y Bones				
		bridge, Cliff Hanger Climber, Kaleido Climber, 108" Slither Slide, 360) Degree				
		Slither Slide, Deep Rung Arch Climber, Chinning Bar, Crael Through					
		Storefront Panel, Skylights, The Grid Climber, Post Mount Wheel, Tr					
		Climber, Sky Link, Step Around, NUVO Transfer Station, Kinetic Top					
		2-5 Challenger Playground Includes- Glide Slide, Hill Platform Slide					
		Panel with Gears, Hand Holds, Skylights, A-Maze-Ing Play Panel, Sp. Climber, Piege Spinner, Starefront Panel, 360 Pages Spinner, Starefront Panel, 360 Pages Spinner, Starefront Panel, 360 Pages Spinner, Starefront Panel					
		Climber, Disco Spinner, Storefront Panel, 360 Degree Spiral Slide, P Barriers, ADA Transfer Station.	ipe waii				
		Barriers, ADA Transier Station.					
ZZXX0198	1	Unity Swing Frame		\$	7,265.00	\$	7,265.00
ZZXX0204	1	Unity Swing Basket		\$	2,085.00	\$	2,085.00
		IDSculpture					
	1	Melrose Vine Climber		\$	8,600.00	\$	8,600.00
	1	Sunrise Vine Climber		\$	10,065.00	\$	10,065.00
						\$ \$ \$	- - -
51		Mana VII. Billia all Billia di		ipme	ent Subtotal	\$	161,729.00
Playworld		NASPO Value Point Cooperative Purchasing Discount:	NASPO		10.00%	\$	(14,306.40
Playworld		Northwest Playground Equipment Discount:	NPEI		15.00%	\$	(21,459.60
IDSculpture IDSculpture		NASPO Value Point Cooperative Purchasing Discount:	NASPO		6.00%	\$ \$	(1,119.90 4,615.38
Playworld					Freight: Freight:	э \$	9,230.77
riayworia		E	quipment -	Tota	I (less tax)	\$	138,689.25
		CERTIFIED INSTALLATION					
	1	Base Play- Installation of the play equipment by CPSI certified install	er			\$	51,428.46
	1	Base Play- Installation of the IDS Melrose and Sunrise Vine Climbers	S			\$	5,982.37
		All installation to be done by CPSI certified installation team					

Bond Performance Bond (If Required): 3.0% \$ 6,574.19
CC Convenience Fee: Credit Card (If Required): 3.5% \$
Location Code: Resale Certificate Required for Tax Exemption: Tax: 9.0% \$ 18,240.68

cation Code: Resale Certificate Required for Tax Exemption: Tax: 9.0% \$\frac{18,240.68}{220,914.96}\$

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

	The items, prices and conditions listed herein are satisfactory and are hereby accepted.		
Karen Weiser			
Sales Assistant	Customer Signature	Date	

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.

PAGE 2 of 3 Revised 5.11.21



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194 Email: sales@nwplayground.com

Project Name: Liberty Park Base Play Equipment and Installation

Quote # 122023CB1

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 60 days.

Orders placed or requested for delivery after 60 days are subject to price increases.

(Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits;

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Storage of equipment off site

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: See attached Correspondence dated Jan 03, 2023. ment is due at time of order with balance due u charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions

Acceptance of this proposi	ar, made by an damonzed agent or your company, malear	es agreement to the above terms and conditions.
Sales Assistant	Customer Signature	Date

Thank you for choosing Northwest Playground Equipment!

PAGE 3 of 3 Revised 5.11.21



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

QUOTE

This quote is only valid for 60 days.

To: Spokane Parks and Recreation Quote # 122023CB1A

Re: Liberty Park- Alternate #1 Zoom Trax Date: 1/2/2023

Contact Name: Prince, Thea Phone: 509.625.6276
Email: tprince@spokanecity.org Cell/Fax:

Email: tprince@spokanecity.org

Cell/Fax:

Item # Qty Description Price Total Price

EQUIPMENT Playworld

ZZXX1136 1 Zoom Trax with Disc Seat \$ 11,496.00 \$ 11,496.00

\$ -\$ -\$ -\$ -

Equipment Subtotal \$ 11,496.00 NASPO 10.00% Playworld NASPO Value Point Cooperative Purchasing Discount: \$ (1,149.60)Playworld Northwest Playground Equipment Discount: **NPEI** 15.00% \$ (1,724.40)Playworld Freight: \$ **Equipment Total (less tax)** \$ 8,622.00

CERTIFIED INSTALLATION

1 Alternate #1- Installation of the Zoom Trax equipment by CPSI certified installer \$ 4,421.54

All installation to be done by CPSI certified installation team

Bond Performance Bond (If Required): 3.0% \$ 477.53 CC Convenience Fee: Credit Card (If Required): 3.5% \$ -

Location Code: Resale Certificate Required for Tax Exemption: Tax: 9.0%

ORDER TOTAL: \$ 14,737.96

1.216.90

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

 Karen Weiser
 Customer Signature
 Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.

PAGE 1 of 2 Revised 5.11.21



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194 Email: sales@nwplayground.com

Project Name: Liberty Park- Alternate #1 Zoom Trax

Quote # 122023CB1A

TERMS AND CONDITIONS

See attached Correspondence dated Jan 03, 2023.

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 60 days.

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***_____(Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits;

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Storage of equipment off site

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this pro	oposal, made by an authorized agent of your company, indi	cates agreement to the above terms and conditions.
Sales Assistant	Customer Signature	Date

Thank you for choosing Northwest Playground Equipment!

PAGE 2 of 2 Revised 5.11.21

From: Chris Brummett
To: Ellison, Berry

Cc: <u>Karen Weiser; Prince, Thea; Hamad, Nicholas</u>

Subject: RE: Liberty Park Play Equipment
Date: Tuesday, January 03, 2023 10:50:55 AM

Attachments: <u>image002.png</u>

image003.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Berry,

Yes, we are good with payment upon delivery of the equipment. We will also bill the balance once the installation is complete. We understand that the work will be prevailing wages and will provide all documentation (intents / affidavit / certified payrolls) with our installation billing.

Thank you,

Chris Brummett

Parks Consultant – E. Washington, Idaho, Montana

509.520.6053 | Direct 425.313.9161 | Office



Building Community Through Play!

From: Ellison, Berry <bellison@spokanecity.org>

Sent: Tuesday, January 3, 2023 10:47 AM

To: Chris Brummett <chrisb@nwplayground.com>

Cc: Karen Weiser <KarenW@nwplayground.com>; Prince, Thea <tprince@spokanecity.org>; Hamad,

Nicholas <nhamad@spokanecity.org> **Subject:** RE: Liberty Park Play Equipment

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Chris, a couple questions for you:

- 1. Are you agreeable to 50% payment upon delivery and progress payments (such as 75%, 95%, and 100%) during install?
- 2. Are you agreeable to Spokane City Standard Public Works requirements? IE prevailing wages, etc?

Berry Ellison | Program Manager | City of Spokane Parks & Recreation |

Desk: 509.625.6276 | Cell: 509.385.4051 | SpokaneParks.org

From: Chris Brummett < chrisb@nwplayground.com>

Sent: Monday, January 02, 2023 2:47 PM

To: Prince, Thea <tprince@spokanecity.org>; Ellison, Berry
bellison@spokanecity.org>

Cc: Karen Weiser < <u>KarenW@nwplayground.com</u>>

Subject: Liberty Park Play Equipment

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good afternoon Thea and Berry,

Please find the attached quote for the play equipment at Liberty Park. I have included a full set of plans and renders for your review along with our quote (the drawings have also been submitted and reviewed by MTLA). Please note that we have priced out the pieces by line item. You will see that the Playworld equipment is priced according to the NASPO pricing and includes an additional discount. The ID Sculpture vines are priced with the NASPO discount. We have the installation included on our NASPO contract and have it included in the pricing; the installation is priced out as separate line items as well.

I have also included a separate quote for the alternate as requested. Please note that there would not be any shipping costs for this as we anticipate they would ship with the other base play structures.

Please let us know if you would like a full narrative and inclusive play review of the proposed equipment.

Thank you for your consideration, we look forward to opportunity of working with you on another playground project.

Respectfully Submitted,

Chris Brummett
Parks Consultant – E. Washington, Idaho, Montana

509.520.6053 | Direct 425.313.9161 | Office





PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

QUOTE

This quote is only valid for 60 days.

To: Spokane Parks and Recreation Liberty Park Base Play Equipment and Installation

122023CB1 Quote # Date: 1/2/2023

509.625.6276 Contact Name: Prince, Thea Phone: Cell/Fax:

	Email:	t <u>prince@spokanecity.org</u>	Cell/Fax:			
Item #	Qty	Description		Price		Total Price
		EQUIPMENT				
		Playworld				
77//02/6	1	Page Pid Custom 2.5 and 5.42 Play Structures		£ 122 714 00	¢.	122 714 00
ZZXX0346	1	Base Bid- Custom 2-5 and 5-12 Play Structures 5-12 Challenger Playground Includes- Mighty Descent Slide, Craz	v Rones	\$ 133,714.00	\$	133,714.00
		bridge, Cliff Hanger Climber, Kaleido Climber, 108" Slither Slide, 360				
		Slither Slide, Deep Rung Arch Climber, Chinning Bar, Crael Through				
		Storefront Panel, Skylights, The Grid Climber, Post Mount Wheel, Tr				
		Climber, Sky Link, Step Around, NUVO Transfer Station, Kinetic Top				
		2-5 Challenger Playground Includes - Glide Slide, Hill Platform Sli Panel with Gears, Hand Holds, Skylights, A-Maze-Ing Play Panel, Sp				
		Climber, Disco Spinner, Storefront Panel, 360 Degree Spiral Slide, P				
		Barriers, ADA Transfer Station.				
771/0/00				.	•	7.005.00
ZZXX0198 ZZXX0204	1 1	Unity Swing Frame Unity Swing Basket		\$ 7,265.00 \$ 2,085.00	\$ \$	7,265.00 2,085.00
22///0204	•	Unity Swing Dasket		φ 2,065.00	φ	2,065.00
		IDSculpture				
	1	Melrose Vine Climber		\$ 8,600.00	\$	8,600.00
	1	Sunrise Vine Climber		\$ 10,065.00	\$	10,065.00
					\$	-
					\$ \$	-
					φ \$	-
				oment Subtotal	\$	161,729.00
Playworld		NASPO Value Point Cooperative Purchasing Discount:	NASPO	10.00%	\$	(14,306.40)
Playworld IDSculpture		Northwest Playground Equipment Discount: NASPO Value Point Cooperative Purchasing Discount:	NPEI NASPO	15.00% 6.00%	\$ \$	(21,459.60) (1,119.90)
IDSculpture		14701 O Value 1 ont Gooperative 1 dichasing Discount.	TVAOI O	Freight:		4,615.38
Playworld				Freight:	\$	9,230.77
		E	quipment T	otal (less tax)	\$	138,689.25
		CERTIFIED INSTALLATION				
	1	Base Play- Installation of the play equipment by CPSI certified install	er		\$	51,428.46
	1	Base Play- Installation of the IDS Melrose and Sunrise Vine Climbers	S		\$	5,982.37
		All installation to be done by CDCI partified installation to be				
		All installation to be done by CPSI certified installation team				

Installation Total: \$ 57,410.83 Bond Performance Bond (If Required): 3.0% 6,574.19 \$ CC Convenience Fee: Credit Card (If Required): 3.5% 18,240.68 Location Code: Resale Certificate Required for Tax Exemption: 9.0%

> ORDER TOTAL: \$

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

	The items, prices and conditions listed herein are satisfactory and	are hereby accepted.	
Karen Weiser			
Sales Assistant	Customer Signature	Date	

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.

PAGE 2 of 3 Revised 5.11.21



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194 Email: sales@nwplayground.com

Project Name: Liberty Park Base Play Equipment and Installation

Quote # 122023CB1

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 60 days.

Orders placed or requested for delivery after 60 days are subject to price increases.

*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits;

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Storage of equipment off site

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: See attached Correspondence dated Jan 03, 2023. ment is due at time of order with balance due up charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

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Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized	d agent of your company, indicates	agreement to the above terms and conditions.

Sales Assistant	Customer Signature	Date	
	Thank you for choosing Northwest Playground Equ	uipment!	

PAGE 3 of 3 Revised 5.11.21



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

QUOTE

This quote is only valid for 60 days.

 To:
 Spokane Parks and Recreation
 Quote # 122023CB1A

 Re:
 Liberty Park- Alternate #1 Zoom Trax
 Date: 1/2/2023

Contact Name: Prince, Thea Phone: 509.625.6276
Email: tprince@spokanecity.org Cell/Fax:

Item # Description Total Price Price **EQUIPMENT** Playworld ZZXX1136 Zoom Trax with Disc Seat 11,496.00 11,496.00 \$ \$ \$ \$ \$ Equipment Subtotal 11,496.00 NASPO NASPO Value Point Cooperative Purchasing Discount: 10.00% Playworld \$ (1,149.60)15.00% Playworld Northwest Playground Equipment Discount: **NPEI** \$ (1,724.40)Playworld Freight: \$ \$ 8,622.00 **Equipment Total (less tax)**

CERTIFIED INSTALLATION

1 Alternate #1- Installation of the Zoom Trax equipment by CPSI certified installer \$ 4,421.54

All installation to be done by CPSI certified installation team

4,421.54 Installation Total: Bond Performance Bond (If Required): 3.0% 477.53 \$ CC Convenience Fee: Credit Card (If Required): 3.5% \$ 1.216.90 Resale Certificate Required for Tax Exemption: 9.0% Location Code: Tax:

ORDER TOTAL: \$ 14,737.96

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 Karen Weiser
 Customer Signature
 Date

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PAGE 1 of 2 Revised 5.11.21



PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194 Email: sales@nwplayground.com

Project Name: Liberty Park- Alternate #1 Zoom Trax Quote #

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|5

See attached Correspondence dated Jan 03, 2023.

Date

122023CB1A

Removal of existing equipment Storage of equipment off site

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Sales Assistant Customer Signature

Thank you for choosing Northwest Playground Equipment!

PAGE 2 of 2 Revised 5.11.21

From: Chris Brummett

To: Ellison, Berry

Cc: <u>Karen Weiser</u>, <u>Prince</u>, <u>Thea</u>, <u>Hamad</u>, <u>Nicholas</u>

Subject: RE: Liberty Park Play Equipment

Date: Tuesday, January 03, 2023 10:50:55 AM

Attachments: <u>image002.png</u>

image003.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Berry,

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Thank you,

Chris Brummett

Parks Consultant – E. Washington, Idaho, Montana

509.520.6053 | Direct 425.313.9161 | Office



Building Community Through Play!

From: Ellison, Berry <bellison@spokanecity.org>

Sent: Tuesday, January 3, 2023 10:47 AM

To: Chris Brummett <chrisb@nwplayground.com>

Cc: Karen Weiser <KarenW@nwplayground.com>; Prince, Thea <tprince@spokanecity.org>; Hamad,

Nicholas <nhamad@spokanecity.org> **Subject:** RE: Liberty Park Play Equipment

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Berry Ellison | Program Manager | City of Spokane Parks & Recreation |

Desk: 509.625.6276 | Cell: 509.385.4051 | SpokaneParks.org

From: Chris Brummett < chrisb@nwplayground.com>

Sent: Monday, January 02, 2023 2:47 PM

To: Prince, Thea tprince@spokanecity.org; Ellison, Berry bellison@spokanecity.org

Cc: Karen Weiser < <u>KarenW@nwplayground.com</u>>

Subject: Liberty Park Play Equipment

[CAUTION - EXTERNAL EMAIL - Verify Sender]

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Chris Brummett
Parks Consultant – E. Washington, Idaho, Montana

509.520.6053 | Direct 425.313.9161 | Office

