

## **Spokane Park Board**

3:30 p.m. Thursday, August 10, 2023 In-person in Council Chambers, City Hall, and WebEx virtual meeting

## **Park Board Members**

X Bob Anderson – President

X Gerry Sperling – Vice President

X Garrett Jones – Secretary

X Nick Sumner

X Greta Gilman

X Sally Lodato

X Jennifer Ogden

Barb Richey (absent/excused)

X Hannah Kitz (4:05-4:19)

Kevin Brownlee (absent/excused)

Christina VerHeul (absent/excused)

Jonathan Bingle - City Council liaison

(absent/excused)

### Parks Staff

Rich Lentz

Jennifer Papich

Nick Hamad

Jon Moog

Al Vorderbrueggen

Jason Conley

Michael Prince

Fianna Dickson

Mark Poirier

Berry Ellison

Sarah Deatrich

## **MINUTES**

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

1. **Roll Call**: Bob Anderson

The meeting was called to order at 3:37 p.m. See above for attendance.

## 2. Additions or deletions to the agenda:

A. Due to limited time and availability for the bylaws discussion and potential vote, the Bylaws Committee report was moved ahead of regular committee reports.

## 3. Consent agenda:

- A. Administrative and committee-level items
  - 1) July 13, 2023, regular Park Board meeting minutes
  - 2) Claims July 2023
  - Contract amendments for one-time capital funding to support approved SYSCA projects for West Central Community Center, Sinto Senior Center, Northeast Youth Center and Corbin Senior Center. Total funding amount \$10,000. – Jennifer Papich
  - 4) 2024 youth grass soccer hourly reservation rate increase for Franklin & Southeast Sports Complexes Jennifer Papich
  - 5) Riverfront Park Zamboni Spokane Investment Pool (SIP) Loan Resolution Amendment – Rich Lentz
  - 6) Ditches Unlimited, Inc. Corbin Park Sport Court Renovation Construction, \$236,500 plus applicable tax *Nick Hamad*

**Motion No. 1:** Bob Anderson moved to approve consent agenda items #1 - #6, as presented Nick Sumner seconded.

Motion passed with unanimous consent (6-0)

Guests

Freda Gandy

## 4. Special guests

- A. Spokane Youth and Senior Centers' Association quarterly update Freda Gandy, East Central Community Center / MLK
  - 1) In Q2, over 47,000 individuals were served at the community centers.
  - 2) Hillyard Senior Center
    - a. Fitness classes continue to be well attended.
    - b. Activities included, Karaoke Day, a 25-foot banana split, a silent action in July, and overnight trips to tulip fields.
  - 3) Sinto Senior Activity Center
    - a. Overnight tour program began, with trips to the Diamond K Ranch and Phillipsburg, MT.
    - b. The center hosted a start of Summer BBQ and fiesta.
  - 4) Corbin Senior Center
    - a. There have several upgrades including upgraded security and new doors, windows, artwork, and parking lot upgrades.
    - b. The center offers activities such as dance, bingo, Bunco, and more.
  - 5) Southside Community Center
    - a. Monday night Bingo Hall continues to be popular.
    - b. The center hosted trips to the Skagit Valley Tulip Festival, Buck Knives Factory tour, the Bird Aviation Museum, a mystery lunch, River Dance, Spokane Indians ball games, and the casino.
  - 6) Mid-City Concerns
    - a. Members took field trips to 2<sup>nd</sup> Harvest Kitchen, Spokane Indians ball games, and Cat Tales
  - 7) Project Joy
    - a. Two special events were held in Q2.
      - The Spring Showcase recognized five performers and two music directors.
      - The annual membership meeting was held for the first time since 2019. There was entertainment, refreshments, and award presentations.
  - 8) Northeast Youth Center
    - a. The center hosted their annual Memorial Day weekend cemetery trip where children placed flags and pennies on the graves of veterans.
    - b. A Father's Day bake sale was held to raise funds for staff development.
    - c. A record number of preschool children graduated to kindergarten.
    - d. A 10-week summer camp started in June and there were daily field trips.
    - e. The new classroom project was completed.
  - 9) West Central Community Center
    - a. Children participated in many activities at Summer Day Camp.
    - b. Children participated in the Police Activities League which aims to build trusting relationships between youth and law enforcement.
    - c. There were several hikes and field trips, one of which was a hike to the top of Mt. Spokane.
  - 10) Southwest Spokane Community Center
    - a. The center held Karate classes for older youth.
  - 11) MLK Community Center
    - a. The center held a Juneteenth celebration in their parking lot. 50 organizations set up tables at the event. There was music, entertainment, and a petting zoo for the kids.
    - b. The Teen Leadership Program, in partnership with Delta Dental, hosted a dental camp for teens.
- 5. Financial report and budget update Rich Lentz presented the July financial report and budget

update.

- A. Park Fund: The July operating expenditures for the Park Fund are approximately \$1.7 million more than the historic budget average. Year-to-date revenues are about \$906,000 above the budget average. Revenues are exceeding expenditures nearly \$736,000.
- B. Golf Fund: The July operating expenditures for the Golf Fund are about \$224,000 more than the budget average. Year-to-date revenues are below the budget average about \$448,000. Revenues are exceeding expenditures about \$1.04 million year-to-date.

## 6. Special discussion/action items:

A. Progress Update – Citywide Neighborhood Park Investment Executive Committee – Nick Hamad

The systemwide Master Plan was updated from 2020-2022 and adopted in mid-2022. One of the key themes is getting out into neighborhood parks and investing in these locations. Little funding is available to maintain the parks; therefore, additional funding is necessary.

There have been three bonds for the Parks Department since 2000. 74% of all three bonds were used for special use facilities such as the RFP ice ribbon, outdoor pools, ball fields, sport courts, etc. Only approximately 23% of the funds have been utilized for neighborhood and community park improvements, which has led to deterioration. The top tier community desires are better playgrounds, better restrooms, trailheads & trails, new parks in underserved communities, enhanced general maintenance, and security.

Parks' revenue trend has declined, creating an increased reliance on bond funding for capital replacement and improvements.

The Citywide Neighborhood Park Investment Executive Committee was formed in May 2023 and includes community leaders and Parks staff tasked with developing a citywide investment in parks which best satisfies the highest priorities from the Master Plan. The committee will recommend a program of improvements and recommend a preferred source, quantity, and term of funding proposed work. The committee's goal is to present a resolution for action at the September Park Board meeting. If the action requires a ballot resolution, between November 2023 and November 2024 is the target, with a preferred timeframe of February 2024.

The implementation goal is to begin capital projects and increase security staff in the first year, and increase operations staff over two to three years. The overall implementation duration is TBD. Three scenarios to address program cost, duration, and type will be discussed at the committee's next meeting. All scenarios accomplish the same program elements over different periods of time and require voter approval. Financial consultants are evaluating the scenarios within the context of existing bond debt.

Park Board questions presented following the reading of the bylaws amendment to accommodate a schedule conflict.

President Anderson inquired what the Executive Committee's ideal timeline would be. Nick stated their goal is to present a resolution at the regular board meeting in September. Any changes made at the next Executive Committee meeting will be presented to the Board at a special meeting for discussion. The time and date of the special meeting are to be determined.

Garrett stressed the urgency of presenting the resolution at the September Park Board

meeting as the process to move through City Council will take significant time. Election certification will be at the end of November and current council members, having been fully involved in the process, would like the opportunity to see it through to the end.

Garrett also relayed kudos from former City CFO, Gavin Cooley, who said the thoughtfulness that was put into this process, and involving city citizens in decision-making, should be a model for how cities look at funding projects.

Nick Sumner commented that extra security measures need not be limited to hiring extra staff; technological security is also available and could help deter nefarious activity in parks and parking lots.

## 7. Committee reports:

Bylaws Committee: July 6, 2023 – Hanna Kitz

A. Discussion items: Park Board Bylaws amendment – 2<sup>nd</sup> reading – Hannah Kitz

The first reading of the amended bylaws took place at the July 13 Park Board meeting. Hannah read the proposed amended bylaws which incorporated the Board's comments and suggestions:

- reordering the committee reports based on Park Board practices and adding the Bylaws Committee and the Joint Arts Committee to follow the regular committee reports, as needed
- addition of a public comments section to address deadline for receival of written comments
- modifying the time limit for in-person public comments from two to three minutes
- language to address comments related to vs. unrelated to current agenda items.

Jennifer Ogden proposed a vote and received no objections.

**Motion No. 2:** Hannah Kitz moved to adopt the amended bylaws as presented. Jennifer Ogden seconded.

Motion passed with unanimous consent (6-0).

B. No additional meeting of the Park Board Bylaws Committee is scheduled at this time.

**Urban Forestry Tree Committee**: August 1, 2023 – Kevin Brownlee (Nick Sumner presented in Kevin's absence.)

A. Action items: None

Nick urged everyone to look at the UFTC meeting minutes and review the fuels reduction presentation by Nick Jeffries from the City of Spokane Fire Department.

B. The next scheduled meeting is 4:15 p.m. September 5, 2023, at The Hive events room 'B', and virtually via WebEx.

**Land Committee**: August 2, 2023 – Greta Gilman

A. Action items: The action item was approved at committee and was tabled until the September 14 regular Park Board meeting.

The committee also discussed a beautification proposal for lower Lincoln Park, budget, and

unfinished business.

B. The next scheduled meeting is 3:30 p.m. September 6, 2023, at Liberty Park Library events room, and virtually via WebEx.

Recreation Committee: August 2, 2023 – Sally Lodato

A. Action items: Two of two action items were presented on the consent agenda.

Four of the six SYSCA Grant Project applications were determined to fit the requirements for additional funding and were approved at committee.

The committee also discussed budget and resident/non-resident recreation program participation.

B. The next scheduled meeting is 5:15 p.m. September 6, 2023, at Liberty Park Library events room, and virtually via WebEx.

**Riverfront Park Committee**: The August 7, 2023, meeting was canceled. – Gerry Sperling A. Action items: None

Jon Moog introduced Mike Prince, Riverfront Park's new Safety and Facilities Manager. Mike grew up in Spokane and feels honored to work at Riverfront Park.

B. The next scheduled meeting is 4:00 p.m. September 11, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: August 8, 2023 – Nick Sumner

A. Action items: None

Mark Gardner introduced this year's Freddy Foundation intern, Benny Fritts, an incoming senior at Ferris High School who will be working at Qualchan golf course.

Jennifer Papich gave a presentation on the Rosauer's Open. \$70,000 was raised for the Vanessa Behan Foundation.

The committee also discussed budget and capital projects.

B. The next scheduled meeting is 8:00 a.m. September 12, 2023, at The Hive events room 'C', and virtually via WebEx.

Finance Committee: August 8, 2023 – Bob Anderson

A. Action items: Two of two action items was presented on the consent agenda.

Rich Lentz presented July financials. July salary related expenses were significantly less than July of 2022 as there were three pay periods in July last year.

Parks Finance team is working on the 2023 budget.

B. The next scheduled meeting is 3:00 p.m. September 12, 2023, at the Shadle Library events room, and virtually via WebEx.

Development & Volunteer Committee: July 19, 2023 – Jennifer Ogden

## A. Action items: None

The DVC meeting immediately followed the DVCAC committee meeting as it has become apparent that information was often repeated; therefore, moving forward, the meetings will be combined into one. First on the agenda, the DVCAC chair and Friends groups representatives will share information, ask questions, and receive feedback and suggestions. The DVC portion of the meeting will follow.

Matt Antush has occupied a vacant position on the committee. Christina VerHeul will be vacating her seat, which will leave a vacancy to be filled by one of the Park Board interviewees who expressed interest in this position if they are not chosen for the Board.

The committee discussed creating a fundraising template as a possible addition to the toolkit. The template would guide one to potential resources for finding partnerships with businesses and/or individuals who are looking to make an impact on city parks.

Kelly Brown gave an EXPO+50 update.

B. DVCAC update – Kelly Brown (Bob Anderson presented in Kelly's absence)

Going forward, the DVCAC and the DVC meetings are combined.

There are still vacancies on both committees.

C. The next regularly scheduled Development & Volunteer Committee/Development & Volunteer Citizen Advisory Committee meeting is 4:30 p.m. August 16, 2023, in the Liberty Park Library events room, and virtually via WebEx.

## 8. Reports

A. President: Bob Anderson

Bob urged Park Board members to review the recap of July Riverfront Park activities which Jon Moog sent via email.

The final meeting of the Neighborhood Parks Investment Executive Committee is August 23 with the intent of preparing a final draft to be presented at the September Park Board meeting.

The Mayor's office has the two applications for the open Park Board position. One applicant has completed their interview and the other is scheduled this week. Following the interviews, the Mayor will forward her choice to the City Council for approval.

The next Park Board retreat will be sometime in October. Board members should forward discussion item suggestions to Bob.

### B. Liaisons

- 1) Conservation Futures Nick Sumner No update
- 2) Parks Foundation Barb Richey No update
- 3) City Council Jonathan Bingle No update
- C. Director (Interim): Jason Conley

Ribbon cutting invites will be sent for several upcoming events. Susie Stevens Trail, Liberty

Park playground, and Grant Park playground will open in September. WildHorse Park will open in September or October.

Jason extended thanks to the SFD, SPD, park rangers, Department of Natural Resources, the Bureau of Land Management, and other first responders for their quick support and skilled response to the recent fire at Finch Arboretum.

Recreation and Golf continue to be busy. Aquatics season ends at the end of August and has so far reached 107,000 in attendance. Summer camps have been consistently full or nearly full. City golf championship is being held the 25<sup>th</sup> through the 27<sup>th</sup> of August at Downriver, Indian Canyon, and Qualchan golf courses.

Riverfront Park continues to be busy with three more paid concerts. Several free concerts will be held at various events such as Pig Out in the Park.

9. **Public Comments:** None

## 10. Executive session

A. None

## 11. Correspondence:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 4:48 p.m.

## 13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. September 5, 2023, at The Hive events room 'B', and virtually via WebEx.

Land Committee: 3:30 p.m. September 6, 2023, at Liberty Park Library events room, and virtually via WebEx.

Recreation Committee: 5:15 p.m. September 6, 2023, at Liberty Park Library events room, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. September 11, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. September 12, 2023, at The Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. September 12, 2023, at the Shadle Library events room, and virtually via WebEx.

Development & Volunteer Committee: 4:30 p.m. August 16, 2023, at The Hive events room 'B', and virtually via WebEx.

- B. Park Board: 3:30 p.m. September 14, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx.
- C. Park Board Study Session: No session scheduled at this time.

Minutes	an	nrov	/ed	hν.
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Garrett Jones
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Garrett Jones, Park Board Secretary

## CITY OF SPOKANE PARK AND RECREATION DIVISION JULY 2023 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - AUGUST 10, 2023

## **PARKS & RECREATION:**

SALARIES & WAGES	\$ 1,333,825.29
MAINTENANCE & OPERATIONS	\$ 1,337,336.89
CAPITAL OUTLAY	\$ 2,872.47
DEBT SERVICE PAYMENTS	\$ -
PARK CUMULATIVE RESERVE FUND	\$ 1,557,678.66
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 47,686.01
GOLF:	
SALARIES & WAGES	\$ 212,732.75
MAINTENANCE & OPERATIONS	\$ 252,723.60
CAPITAL OUTLAY	\$ 1,403.39
DEBT SERVICE PAYMENTS	\$ -
TOTAL EXPENDITURES:	\$ 4,746,259.06

NOTE: PERIOD 13 & PERIOD 1 - THE BOND VARIES FROM FMS DUE TO TIMING DIFFERENCE TO WARRANT REPORT



Committee	Recreation Committe	ee <b>Com</b> r	nittee meeting date: A	August 2, 2023
Requester	Jennifer Papich		Phone number: 5	509-363-5420
Type of agenda item	OConsent O	Discussion	○ Information	<ul><li>Action</li></ul>
Type of contract/agreement	New Renewa	al/ext. OLease	• Amendment/chang	ge order Other
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy	Goal A: Obj. 2 (equi	, ,	ter Plan Priority Tier:	First Tier
(Click <b>HERE</b> for link to the adopted plan)		(pg. 1	171-175)	
<b>Item title</b> : (Use exact language noted on the agenda)			capital funding to support	
the agenua)	1	•	r Center, Sinto Senior Ce Iter. Total funding amour	
Begin/end dates	Begins: 08/01/2023	Ends	: 12/31/2023	06/01/2525
Background/history:  Through an application process Spokane Youth and Senior Association Community Centers requested one-time additional investments to improve facility assets that offer long term benefits to the community, enhance accessibility, increase recreation services to the undeserved and project that demonstrate collaboration with other community funding sources.  Six (6) applications were received, these application were reviewed and evaluated by the Recreation Committee of Park Board. Four (4) of the center applications were determined to fit the requirements of the additional funding;  Corbin Senior Center for the amount of \$3,000 to support the purchase cost of a new computer server system for the Senior Center.  Northeast Youth Center for the amount of \$2,500 to support the purchase cost of new classroom furniture for their youth programs.  West Central Community Center for the amount of \$2,500 to support the purchase cost of new classroom storage cubbies for youth programs.  Sinto Senior Center for the amount of \$2,000 to support the cost of their facility roof repair project.  These are one-time funding dollars are to be paid upon receipt of a detailed invoice of completion.  Total funding support amount for 2023 is \$10,000 from a designated Capital Fund in the Parks Fund for Community Centers.				
Motion wording:  Approve the amendments to the 2023 Corbin Senior Center, Northeast Youth Center, West Central Community Center and Sinto Senior Center contracts for the mentioned specific amounts for one-time investments to improve facility assets.				
Approvals/signatures outside Parks:	Yes	○ No		
If so, who/what department, agency or c		ommunity Cent		
Name:	Email address:		Phone	<u> </u>
Distribution:			VCCC kferraro@westcer	=
Parks – Accounting Parks – Sarah Deatrich			rkerk, Corbin SC claudia y, NEYC sheilag@spoka	•
Requester: Jennifer Papich			sinto SC joshk@sintocen	
Grant Management Department/Name:				
Fiscal impact: • Expenditure	Revenue			
Amount:	•	get code:		
\$10,000	195	50-54920-94000-	56301	
Vendor: Existing vendor	New vendor			
Supporting documents:	<u> </u>			
Quotes/solicitation (RFP, RFQ, RFB)		<b>—</b>	w contractors/consultants/	
Contractor is on the City's A&E Roster - C UBI: Business license exp			for new contractors/consu ertificate (min. \$1 million ir	



Committee	Recreation Committee	Committee me	eting date: Augu	ıst 2, 2023
Requester	Jennifer Papich Phone num		ne number: 509-3	363-5420
Type of agenda item	OConsent ODi	scussion	ormation	<ul><li>Action</li></ul>
Type of contract/agreement	New Renewal/	ext. OLease OAmer	ndment/change or	der Other
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy	Goal K Obj. 5 (Maint &	k Care) Master Plan F	Priority Tier: Tier	1
(Click <b>HERE</b> for link to the adopted plan)		(pg. 171-175)		
Item title: (Use exact language noted on the agenda)	2024 youth grass soci Southeast Sports Com	cer hourly reservation rat plexes.	e increase for Frai	nklin and
Begin/end dates	Begins: 01/01/2024	Ends:	v	<b>7</b> 06/01/2525
Background/history:  Dwight Merkel, Franklin and Southeast Sport Complexes are surrounding amenities. The soccer space at Southeast and Fi Currently:  Dwight Merkel Youth Grass Soccer hourly reservation rate is Southeast Sports Complex Youth Grass Soccer hourly reserved Franklin Park Sports Complex Youth Grass Soccer hourly reserved Field maintenance and staffing costs continue to increase we Franklin Sports complex hourly youth grass soccer rates as a expenses to maintain these facilities.  The new proposed 2024 Youth Grass Soccer reservation rate Southeast Sports Complex Youth Grass Soccer hourly reserved Franklin Park Sports Complex Youth Grass Soccer hourly reserved Motion wording:	ranklin are comparable in size and of \$27/hr. ation rate is \$21/hr. ervation rate is \$11/hr. are proposing a \$5 youth grass soc starting point of getting all of our so as would be: ation rate is \$25/hr.	ondition yet the rates to utilize these of the second state of the second secon	spaces are not. t Sports Complex and a \$7	increase to the
Approve 2024 rate increase for Franklin	and Southeast Sports C	omplex youth grass socc	er hourly reservati	on rates.
Approvals/signatures outside Parks:	Yes •	) No		
If so, who/what department, agency or c	• •		D.I	
Name:	Email address:		Phone:	
Distribution:  Parks – Accounting  Parks – Sarah Deatrich  Requester: Jennifer Papich  Grant Management Department/Name:				
Fiscal impact: C Expenditure	<ul><li>Revenue</li></ul>			
Amount:	Budge	t code:		
Vendor:	New vendor			
Supporting documents:	O IVEW VEHICOI			
Quotes/solicitation (RFP, RFQ, RFB)	[	W-9 (for new contracto	rs/consultants/vend	lors
Contractor is on the City's A&E Roster - C UBI: Business license exp	· · · · ·	ACH Forms (for new cor Insurance Certificate (m		

Facility Use Fee	Туре	2023	2024
Per Hour Fee		<b>CURRENT</b>	APPROVED
SE Complex			
	Youth Soccer Grass	\$21.00	\$25.00
Franklin			
	Youth Soccer Grass	\$11.00	\$18.00



Committee	Finance	(	Comm	nittee meeting date:	August 8,	2023
Requester	Rich Lentz			Phone number:	509-625-6	6544
Type of agenda item	OConsent (	Discussion		OInformation		<ul><li>Action</li></ul>
Type of contract/agreement	New O Rene	wal/ext. OL	.ease	Amendment/chan	ge order	Other
City Clerks file (OPR or policy #)	2023-0713					
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective	: 1		er Plan Priority Tier: 71-175)	Second	Tier
Item title: (Use exact language noted on the agenda)	Riverfront Park Amendment.	Zamboni Spo	kane	Investment Pool (SIP) I	Loan Res	olution
Begin/end dates	Begins:		Ends:		<b>√</b> 00	6/01/2525
Background/history:						
Riverfront Park owns and operates a 2012 Olympia Millennium ice resurfacer. In May of 2023, Park Board approved the purchase of a Zamboni 450 for approximately \$156,295 plus applicable taxes and loan fees. In July of 2023, Park Board approved a resolution recommending City Council to approve financing the Zamboni Purchase through a SIP (Spokane Investment Pool) loan. Due to the timing of the loan advance date and to keep a true 5 year loan maturity, Bond Counsel has requested the SIP loan to mature in June of 2028 versus December of 2028. This will increase the annual debt service from approximately \$39,354 to approximately \$42,796. This amount may adjust depending on the approval date and advance date of the funds.						
Motion wording: Approve the amended SIP Loan Resoluti	on and advance to	Spokane City	Coun	cil for approval.		
Approvals/signatures outside Parks:	Yes	○ No				
If so, who/what department, agency or c		e City Counci	il	Dlagge		
Name:	Email address:			Phone	2:	
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich						
Requester: Rich Lentz						
Grant Management Department/Name:						
Fiscal impact:   Expenditure	Revenue					
Amount: Budget code: Approximately \$42,796 annual debt service 1400-54312-76810-80102-99999						
, , , , , , , , , , , , , , , , , , , ,						
Vandam O Fuistins and a	Na					
Vendor:	New vendor					
Quotes/solicitation (RFP, RFQ, RFB)		W-9 (f	or new	contractors/consultants,	/vendors	
Contractor is on the City's A&E Roster - (		<b>—</b>	orms (f	or new contractors/cons	ultants/ve	

#### CITY OF SPOKANE PARK BOARD

#### **RESOLUTION**

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a loan from the Spokane Investment Pool (SIP) in the amount of approximately \$156,295 plus applicable taxes and loan fees to purchase a Zamboni Ice Resurfacing Machine at the Numerica Ice Skating Ribbon in Riverfront Park.

WHEREAS, Spokane Parks and Recreation owns and operates the Numerica Ice Skating Ribbon open to the public; and

WHEREAS, the title sponsor of the Ice Skating Ribbon is Numerica Credit Union; and

WHEREAS, The Numerica Ice Skating Ribbon is an outdoor ice skating facility designed with changes in elevation and widths with more turns then an traditional ice rink; and

WHEREAS, Numerica Ice Skating Ribbon is open for 4 months from November through February for Ice Skating and plays an important part of downtown holiday activities. Revenue from operations is critical to ensuring the Ice ribbon can continue to remain open and recover its cost; and

WHEREAS, the condition of the ice surface is important for providing a safe skating experience and without proper conditioning the Numerica Ice Ribbon must close; and

WHEREAS, the ice surface is currently maintained by an Olympia brand ice resurfacing machine which was built in 2012 and designed for flat indoor surfaces; and

WHEREAS, the cost of corrective repairs for the Olympia is increasing annually and repairs during the skating season has caused the Ice Skating Ribbon to close resulting in average daily revenue loss of \$4,100 to \$10,500; and

WHEREAS, the Olympia is the only machine within City inventory able to maintain the ice and has no redundancy in event of breakage; and

WHEREAS, Unplanned closures decrease the customer confidence and tarnishes the reputation of the City and Numerica Credit Union as the title sponsor of the facility; and

WHEREAS, Park Board desires to improve quality of the ice surface and ensure sufficient redundancy is in place to avoid unplanned closures with a purchase of a new machine and retention of Olympia Ice resurfacing machine as a back-up; and

WHEREAS, in 2018 an ice skating facility consultant recommended alternative machines to better meet the maintenance needs of the Ice Ribbon design; and

WHEREAS, pursuant to section 07.06.175A of the Spokane Municipal Code, The City's goal is to ensure 100% of City owned or leased vessels, vehicles and construction equipment shall be fueled by electricity or biofuel by 2030; and

WHEREAS, The Zamboni 450 ice resurfacing machine is an all-electric unit capable of providing superior ice maintenance outdoors, adaptability to the Ice Skating Ribbon design, and recommended by the consultant; and

WHEREAS, the manufacturing lead time for the Zamboni 450 is approximately 14 months, expected to be delivered in Fall 2024; and

WHEREAS, Zamboni requires a purchase order from City to reserve a production slot with full payment due upon delivery of the new machine; and

WHEREAS, The Numerica Ice Skating Ribbon is revenue generating program and capable of repaying the SIP loan over the next 5-years of debt service; and

WHEREAS, Park Board is requesting approximately a \$156,295 (plus applicable taxes and loan fees) SIP loan with funds available immediately upon City Council approval, with an annual debt service payment of approximately \$42,796 with payments beginning June 2024, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool for approximately \$156,295 plus applicable taxes and loan fees, said loan would be repaid over a 5-year term from revenue generated from fees collected at the Numerica Skate Ribbon; and

IT IS FUTHER RESOLVED, Park Board shall authorize a temporary encumbrance from the Parks and Recreation Fund for a Purchase Order required to retain the production slot with Zamboni with the understanding that encumbrance of the Parks and Recreation Fund will be released commensurate with draws made against the SIP loan.

Dated this day of August 2023	3.	
	Park Board President	
Attest:	Approved as to Form:	
 City Clerk	Assistant City Attorney	



1						
Committee	Finance Commi	ttee	Comm	ittee meeting date:	: August 8	3, 2023
Requester	Nick Hamad			Phone number	: 509.363.	5452
Type of agenda item	Consent	Discussion		○ Information		<ul><li>Action</li></ul>
Type of contract/agreement	New Rei	newal/ext. 🔘 l	Lease	OAmendment/char	nge order	Other
City Clerks file (OPR or policy #)						
Master Plan Goal, Objective, Strategy	Goal A, Obj. 3 /	Goal B, Obj. 1	Mast	er Plan Priority Tier	: First Tie	er
(Click <b>HERE</b> for link to the adopted plan)			(pg. 17	71-175)		
Item title: (Use exact language noted on the agenda)	Ditches Unlimite \$236,500 (plus			Sport Court Renovatio	n Constru	ction
Begin/end dates	Begins: 08/10/2	2023	Ends:	05/31/2024	O	6/01/2525
Background/history:	'					
Construction contract with the low responsive bidder, Ditches Unlimited, Inc. for the re-construction of the existing out of service sport court within Corbin Park. Contract scope includes the base bid and alternates #1, #2 & #3.  Note: This project was deferred in 2021/2022 in order to successfully implement the Don Kardong Bridge rehabilitation project. The allocation of Federal ARPA funding to the Don Kardong project by City Council enabled Parks to fund implementation of this project.						
Motion wording:  Motion to approve Ditches Unlimited, Inc applicable tax)	. Corbin Park Spo	ort Court Renov	ation C	Construction contract (	\$236,500	, plus
Approvals/signatures outside Parks:	<ul><li>Yes</li></ul>	○ No				
If so, who/what department, agency or co						
Name: Arvistis McKinnie	Email address	ditchesunlimit	ted@gr	mail.com Phon	e: 1.208.6	66.1650
Distribution:  Parks – Accounting  Parks – Sarah Deatrich  Requester: Nick Hamad  Grant Management Department/Name:		Jason C	onley			
Fiscal impact:   Expenditure	Revenue					
Amount: \$236,500 (plus applicable tax)		Budget code: 1950-54920-9	4000-4	l8091		
Vendor: ● Existing vendor Supporting documents:  ✓ Quotes/solicitation (RFP, RFQ, RFB) ✓ Contractor is on the City's A&E Roster - C	New vendo	☐ W-9 (f		contractors/consultant: or new contractors/cons		andors
UBI: 602-860-344 Business license exp		/24 Insura		rtificate (min \$1 million		



MAILING ADDRESS\_\_\_\_\_

PHYSICAL ADDRESS\_\_\_\_\_

PHONE NUMBER\_\_\_\_

E-MAIL ADDRESS

CITY OF SPOKANE - PURCHASING 915 N Nelson St. Spokane, Washington 99202 (509) 625-6400

## PW INVITATION TO BID

TITLE: CITY OF SPOKANE CORBIN PARK SPORT COURT RENOVATION - REBID	PROPOSAL DUE DATE: Monday, August 7, 2023 <u>TIME: 1:00 pm pdt</u>			
BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department  PRE-BID CONFERENCE: no pre-bid conference will be held for this project.  QUESTION DEADLINE: Friday, July 28th, 2023 at 3:00 pm pdt	Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.			
BID SUBMITTED BY:				

THEA PRINCE
Purchasing

ITB 5947-23 - CORBIN PARK SPORT COURT RENOVATION - REBID **Extended Price Analysis** 

Reference Number	Description	Туре	UOM	Quantity	Extended Estimate	Ditches Unlimited Inc.	Average
Bid Price Ratio						100%	
Total Extended						\$236,500.00	
BID	Total Project Base Price per Bid Proposal					\$236,500.00	
:	Uploaded     Replace all chain link fence fabric with new     material per specifications per Bid Proposal Page	Base	Each	1		\$220,000.00	\$220,000.00
:	1 Uploaded Demolish existing north fence line and asphalt slope and install new concrete retaining wall and integral fence posts per Bid Proposal Page	Option	Each	1		\$5,000.00	\$5,000.00
	2 Uploaded  Omit western most tennis court (including striping and net posts) and install only (2) pickleball courts. Pickleball court installation shall include striping for (2) courts and supply & placement of (2) heavy duty portable pickleball net systems (Douglas PPS-22SQ Premier portable pickleball net system) or approved equal per Bid	Option	Each	1		\$10,000.00	\$10,000.00
<u> </u>	3 Proposal Page Uploaded	Option	Each	1		\$1,500.00	\$1,500.00

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

## **BID PROPOSAL**

To:

Honorable Mayor Members of the City Council City of Spokane, Washington

PROJECT:

#5947-23 CORBIN PARK SPORT COURT RENOVATION - REBID

## BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

### BID OFFER.

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

BASE BID: \$\frac{22}{\text{(do not in)}}	nclude Washington State Sales Tax)
BID ALTERNATES	
(1) Replace all Fencing	\$ 5,000 . Do not include Washington State Sales Tax
(2) North Fence Line & Wall Repair	\$ 10,000 . Do not include Washington State Sales Tax
(3) West Court Pickleball in Lieu of Tennis	\$ \ \ 500. Do not include Washington State Sales Tax
The Owner reserves the right to accept or reject	any or all bid prices within sixty (60) days of the bid date.
ADDENDA. The undersigned acknowledges receipt of addentheir requirements have been included in this bid	

## CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 150 calendar days or

## no later than November 1, 2023.

## LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of <u>ONE HUNDRED DOLLARS</u> (\$100.00) per working day until the work is satisfactorily completed.

## BIDDER RESPONSIBILITY.

	nington State Contractor's Registration No. DITCHUI812D1 t be in effect at time of bid submittal)								
U.B.I	Number 602 - 860 - 344								
Wasl	nington Employment Security Department Number 803258-00-4								
Wasi	nington Excise Tax Registration Number <u>Loo2</u> - % Loo - 3++								
(The	y of Spokane Business License Number <u>Valid 3 3, 23 - 3 3, 24</u> ne successful bidder and all subcontractors shall be licensed or have applied for a license to business in the City of Spokane prior to proceeding with the proposed project.)								
A bid is att	BID SECURITY.  A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, s attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.								
The coertif	NON-COLLUSION.  The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.								
Nam	e of Bidder: Ditches Unlimited Inc.								
	Signature of Bidder's Authorized Representative								
	Title 18089 S. Watson Rd Coeux & Alene ID 83814 Address								
	208-1210-1250 Phone								

## IF INDIVIDUAL

Signe	ned and Sworn To (or Affirmed) Before Me C	n
	, , ,	date
<b>(0</b>	0.0(0.00)	
(Sea	al Or Stamp) <u>Sig</u> i	nature of Notary Public
	My	annointment evoires
	iviy	appointment expires
	IF PART	NERSHIP
propo partn	posal, on oath stated that he/she was author	e that the above named person signed this bid zed to sign it and acknowledged it as the free and voluntary act of such party for the uses
Signe	ned and Sworn To (or Affirmed) Before Me C	
		date
(Coo	Or Stamus)	
(Sea	al Or Stamp)	nature of Notary Public
	My	appointment expires
	wy	арропинени ехриез
	IF CORP	ORATION
propo repre	oosal, on oath stated that he/she was author	e that the above named person signed this bid zed to sign it and acknowledged it as the the free and voluntary act of such party for the
Signe	ned and Sworn To (or Affirmed) Before Me C	
		A
(Sea	al Or Stamp)	yallia Marall
	COMMISSION NUMBER 20191914	
M	CTATE OF IDAHO I MAY	appointment expires <u>09-18-3025</u>
repreuses Signa (Sea	resentative of the bidder, a corporation, to be and purposes herein mentioned.  The sand purposes herein mentioned.  The sand Sworn To (or Affirmed) Before Me Company and Control of the sand Signal Or Stamp)  CYNTHIA ANN MARCELLA Signal Signal Or Stamp)	the free and voluntary act of such party for the

## SUBCONTRACTOR LIST

PROJECT NAME: Carbin Park Sports Court Renovation Re-Bid
IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):
CONTRACTOR/SUPPLIER Idubo Fence
TYPE OF WORK/BID ITEM Chan Link Fence Repair/Replace
AMOUNT # 12,000.00
CONTRACTOR'S REGISTRATION NO
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
CONTRACTOR/SUPPLIER
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S REGISTRATION NO
NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (use additional sheets if necessary):

NAME OF MBE/WBE* WA. STATE CERTIFICATION N		ON & VALUE OF CTS / SUPPLIES						
Ditches Unlimite	d Inc D	3m002774	e3					
Ditches Unlimited Intends to Sulf								
subra all	Aspects of	this cont	ract					
with the exc	eption of	benung.						
			***************************************					
MINORITY BUSINESS SUBCONTRACTING GOAL	\$	MBE TOTAL	\$					
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$	WBE TOTAL	\$					
COMBINATION GOAL:	\$	MBE/WBE TOTAL	\$					
*Designate MBE or WBE								
Mr. Mrs./ Ms has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MRE/WRE firms								

## THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND							
We,	Ditches U	Unlimited Inc.	as Principal,				
and	Old Repub	lic Surety Company	as Surety,				
are held and firn	nly bound unto the CITY	OF SPOKANE, a Washington State	municipal				
corporation, in th	ne penal sum of FIVE PE	RCENT (5%) OF THE TOTAL AMOU	JNT BID, for the				
payment of which	h we jointly and severally	y bind ourselves, and our legal repres	sentatives and				
successors.							
THE CO	NDITIONS OF THE OBL	IGATION are that if the City of Spoke	ane shall make				
timely award to	the Principal for the						
	CORBIN PARK SPO	RT COURT RENOVATION - REBID					
according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.							
SIGNED	AND SEALED on	July 28th, 2023					
AS PRIN	ICIPAL	Ditches Unlimited Inc.  By:  Title: Dresident					
A valid POWER ATTORNEY mu accompany this	st	Old Republic Surety Company AS SURETY					



#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

#### Jennifer Martinez Ibarra

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

Principal: Ditches Unlimited, Inc. Obligee: City of Spokane

ORSC 22262 (3-06)

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

	., .,,,					
IN WITNESS WHERE	OF, OLD REPUBL	IC SURETY COMPAN	has caused these presen	ts to be signed by its prope	r officer, and its corp	orate seal to be
affixed this20th	day of	September	2022			
attived trib	and the same of th	<del></del>	C SUAF THE	OLD REPUB	LIC SURETY COM	PANY
Kauu G	affur	NAME AND ADDRESS OF THE PARTY O	SEAL SEAL	le	. Mice President	
STATE OF WISCONSIN, C	OUNTY OF WAUK	ESHA - SS	Mountain mark			
On this 20th	day of	September	2022 , personally came	before me.	Alan Pavlic	
			o me known to be the indiv	iduals and officers of the O	LD REPUBLIC SUR	ETY COMPANY
who executed the above in	strument and they	each acknowledged the	execution of the same, ar	nd being by me duly sworn	did severally depo	se and say: that
they are the said officers of	the corporation afor	resaid, and that the sea	affixed to the above instru	ment is the seal of the corr	poration, and that sa	id corporate seal
and their signatures as such	officers were duly	affixed and subscribed t	o the said instrument by the	authority of the board of d	irectors of said corp	oration.
			TOTAP, POBLIC	My Commission Expires	Notary Public	
			-		- COPTOTION A	
CERTIFICATE				cpiration of notary's commis		
I, the undersigned, as Power of Attorney remains Attorney, are now in force.	sistant secretary of in full force and h	f the OLD REPUBLIC S nas not been revoked;	SURETY COMPANY, a Wis and furthermore, that the F	sconsin corporation, CERT Resolutions of the board o	IFY that the foregoing of directors set forth	ng and attached in the Power of
OLD REAL	SEAL	Signed and sealed at th	e City of Brookfield, WI this		July Or Waldres	2023



## **<** Business Lookup

## **License Information:**

New search Back to results

**Entity name:** DITCHES UNLIMITED, INCORPORATED

**Business name:** DITCHES UNLIMITED

**Entity type:** Profit Corporation

**UBI #:** 602-860-344

Business ID: 001

**Location ID:** 0002

**Location:** Active

**Location address:** 18089 S WATSON RD

COEUR D ALENE ID 83814-8699

Mailing address: 18089 S WATSON RD

COEUR D ALENE ID 83814-8699



**Excise tax and reseller permit status:**Click here

Secretary of State status: Click here

## **Endorsements**

Endorsements held at this lo License #	Count	Details	Status	Expiration da First issuance
Deer Park General Business - Non-Resident			Active	Mar-31-2024 May-11-2021
Spokane General Business - Non-Resident			Active	Mar-31-2024 Sep-10-2019
Spokane Valley General Business - Non-Resident			Active	Mar-31-2024 Jul-17-2019

## Governing People May include governing people not registered with Secretary of State

Governing people Title

MCKINNIE, ARVISTIS

The Business Lookup information is updated nightly. Search date and time: 8/10/2023 11:09:13 AM



## **Contact us**

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

th PRO	SUBROGATION IS WAIVED, subject nis certificate does not confer rights to DUCER				CONTA NAME:	lorsement(s) <sup>C⊺</sup> James C		-		
	kane Office neWest Insurance, a Marsh McLennan	ı Age	ency	LLC Company	PHONE (A/C, N	o, Ext): (509) /	'89-7438	FAX (A/C, No):		
501 N. Riverpoint Blvd., Ste 403 Spokane. WA 99202					E-MAIL ADDRE	<sub>ss:</sub> jclegg@	paynewest.	com		
Spo	Raile, VVA 33202							RDING COVERAGE		NAIC#
					INSURE	RA:Westeri	n National I	Mutual Insurance Co		15377
INSU	JRED				INSURE					
	Ditches Unlimited, Inc. 18089 S. Watson Rd				INSURER C:					
	Coeur d'Alene, ID 83814				INSURER D :				+	
					INSURE					
CO	VERAGES CER	TIEIC	· A T E	NUMBER:	INSURE	Kr.		REVISION NUMBER:		
T IN C E	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH I	S OI EQUI PER POLIC	F INS REME TAIN, CIES.	URANCE LISTED BELOW ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	DED B	ANY CONTRAC Y THE POLICI REDUCED BY	TO THE INSUF CT OR OTHER IES DESCRIB PAID CLAIMS.	RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP 1179955 05		3/1/2023	3/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGG WA STOP GAP	\$	1,000,000
Α	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	1,000,000
-	X ANY AUTO	х	v	CPP 1179377 05		3/1/2023	3/1/2024	(Ea accident)	\$	-,,-
8	OWNED SCHEDULED		^	011 1170077 00	3/1/202	0/1/2020	0/1/2024	BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(Fer accident)	\$	
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE	X	UMB 1030246 05	3/1/2	3/1/2023	3/1/2024	AGGREGATE	\$	1,000,000	
	DED X RETENTION\$ 10,000							MOORLOW! E	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
		K1 7 8						E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL CRIPTION: MANITO PARK MIRROR POI	ES (A	FST	101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requir	red)		
	City of Spokane Parks and Recreation I s if required by written contract. Waiver						t are addition	nal insured on a primary/r	non-co	ontributory
Dasi	s it required by written contract. Walver	UI SI	ubio	gation applies per attachet	a policy	ioiiiis.				
<b>0</b> E	DTIFICATE USI DED				0000	SELLATION.				
CE	RTIFICATE HOLDER				CANO	CELLATION				
The City of Spokane Parks and Recreation Department				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	808 W. Spokane Falls Blvd. Spokane, WA 99201-3316	AUTHORIZED REPRESENTATIVE								

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## 1. Additional Insured - Operations

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an addtional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## 2. Additional Insured - Completed Operations

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

WN GL 139 06 18 Page 1 of 2

- B. With respect to Additional Insured Completed Operations, coverage is limited as follows:
  - (1) A person or organization's status as an insured under Additional Insured Completed Operations continues only for the period of time required by any written contract or agreement.
  - (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

## 3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- Other Provisions Applicable to Additional Insured Operations and Additional Insured Completed Operations
  - A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
  - B. The coverage provided under Paragraph f. of the definition of "insured contract" under Section V – Definitions does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
  - C. The insurance afforded to such additional insured only applies to the extent permitted by law: and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**E.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

WN GL 139 06 18 Page 2 of 2

#### POLICY NUMBER: CPP 1179955 05

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

## Designated Construction Project(s): PER WRITTEN CONTRACT OR AGREE-MENT WHERE YOU AGREED TO PRO-VIDE A SEPERATE GENERAL AGGRE-

GATE LIMIT FOR EACH PROJECT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by 'occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggre-

- gate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE				
Accidental Airbag Deployment Coverage	5				
Audio, Visual and Data Electronic Equipment – Limit Amended					
Auto Loan/Lease Gap Coverage	5				
Blanket Additional Insured	3				
Blanket Waiver of Subrogation	5				
Broadened Definition of Insured includes:  Newly Acquired Organizations for up to 180 Days Employees as Insureds Subsidiaries in Which You Own 50% or More	2 2 2				
Deductible Waiver for Glass Repair	4				
Employee Hired Auto	6				
Fellow Employee Coverage	3				
Hired Auto Physical Damage Coverage	3, 6				
Knowledge of Accident, Claim, Suit or Loss	5				
Loss Of Use Expenses - Amended	3				
Personal Effects	3				
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6				
Rental Reimbursement Coverage	4				
<ul> <li>Supplementary Payments - Amended:</li> <li>Bail Bonds up to \$5,000</li> <li>Loss of Earnings up to \$500/Day</li> </ul>	3 3				
Temporary Substitute Vehicle Physical Damage	2				
Towing					
Transportation Expense Limits – Amended	3				
Unintentional Failure to Disclose Hazards	6				

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

## SECTION I - COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss", or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

## SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

#### A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
  - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first:
  - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
  - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - (4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

#### B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

## Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

## SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

## A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

## 2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

## B. Transportation Expense – Limits Amended SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20

portation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

## D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

## c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

#### E. Glass Repair - Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

#### F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

#### 5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;
- Hired Auto Physical Damage coverage is excess over any other collectible insurance;
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

#### G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

#### 6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
  - (2) 30 days.
- **c.** Our payment is limited to the lesser of the following amounts:
  - Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

# H. Accidental Airbag Deployment Coverage SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

#### 7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

#### I. Auto Loan/Lease Gap Coverage

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage**, is amended by adding the following:

#### 8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- **b.** Any:
  - (1) Overdue lease/loan payments at the time of the "loss":

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor:
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

#### J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

## SECTION IV - BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

#### B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

#### C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

#### D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is deleted and replace by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow.
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- E. Primary and Noncontributory If Required By Written Contract or Written Agreement
- SECTION IV BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- (1) Such "insured" is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

#### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN IN-SURED**, Paragraph **3.** is replaced by the following:

- **3.** Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
  - Subject to **Section III Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- **a.** The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or
- **b.** The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance". POLICY NUMBER: UMB 1030246 05

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

#### **SCHEDULE**

Nam	e Of Person Or Organization:
ASF	REQUIRED BY A WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition under Section IV – Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AMENDMENT OF OTHER INSURANCE CONDITIONS ENDORSEMENT NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **SECTION IV** – **CONDITIONS**, **5. Other Insurance** is deleted and replaced by the following:

#### 5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance:
  - (1) specifically written as excess over this Coverage Part; or
  - (2) purchased by an additional insured as part of its own insurance program if:
    - (a) the additional insured qualifies as an additional insured on the "underlying insurance"; and
    - **(b)** the "underlying insurance" applies on a non-contributory basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following condition is added:

If we cancel this policy, for any reason other than nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule in accordance with the Cancellation and Nonrenewal conditions of the policy and any applicable endorsements.

#### **SCHEDULE**

Person or Organization (Name and Address)

CITY OF SPOKANE PARKS & REC DEPARTMENT (30 DAYS NOTICE) 808 W. SPOKANE FALLS BLVD SPOKANE WA 99201-3316

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Spokane Youth & Senior Centers Association

# 2023 Highlights: SYSCA Centers

## **Association Members:**

- Corbin Senior Activity Center
- East Central/MLK Community Center
- Hillyard Senior Center
- Mid-City Concerns Senior Center
- Northeast Youth Center
- Southwest Spokane Community Center
- Project Joy
- Sinto Senior Activity Center
- Southside Senior & Community Center
- West Central Community Center



Spokane Youth & Senior Centers
Association

# 2023 SYSCA Quarterly / YTD Totals

**Attendance / Volunteers** 

	Attendances By Quarter				YTD -Attendance	YTD - Volunteer Hrs
<u>Center</u>	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	<u>Totals</u>	<u>Totals</u>
NE Youth Ctr		6,475				
West CentralCC		6,810				
Southwest CC		866				
East Central CC		1,641				
Hillyard Sr Ctr		5,795				
Southside AC		7,196				
Corbin Sr Ctr		8,307				
Mid City Concerns		4,248				
Sinto Sr Ctr		3,297				
Project Joy		3,279				
Grand Totals		47,914			3,699	12,923

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# Senior Programs!

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# Hillyard Senior Activity Center







- Senior <u>Fitness Class</u> continues to be popular around the senior center!
- HSC hosts fun activities like , <u>Senior</u> <u>Karaoke Day! & 25ft. Banana Split</u>
- HSC held a Silent Auction in July!
- Overnight <u>Travel to Tulip Fields</u>





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# Sinto Senior Activity Center



We started our overnight tour program with trips to the Diamond K Ranch and Phillipsburg, MT

During Sinto's second quarter we hosted a start of summer BBQ and fiesta





# Corbin Senior Center



Dance



Bingo



BUNCO



Where the Cool KIDS Play!

- •\$25,000 in Grants
- 10,000 in Volunteer Hours
- New doors, Windows and Art Work

Security Upgrades
Increased
memberships
80 Day Tours
6 Long Tours so
far...
Parking Lot
improvements

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# Southside Community Center

WE HAVE HAD A GREAT TURN OUT FOR OUR MONDAY NIGHT BINGO HALL. FULL BAR 50/50 RAFFLE FOOD PRIZES





LOTS OF TRAVEL GOING ON:
SKAGIT VALLEY TULIP FESTIVAL
BUCK KNIVES FACTORY TOUR
BIRD AVIATION MUSEUM
MYSTERY LUNCH
RIVER DANCE
SPOKANE INDIANS BASEBALL GAMES
CASINO

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# **Mid City Concerns**







Spring has sprung at Mid-City Concerns, and our members have been very active. Trips include 2<sup>nd</sup> Harvest Kitchen, Spokane Indians Baseball Games and Lions, Tigers, and Bears OH MY!





Spokane Youth & Senior Centers
Association

# **Project Joy**



Greg Yeager performs at the showcase



Suzanne Montgomery shares her piano skills



Les Femmes entertain the showcase audience



Guests enjoy the showcase performers



Narong Norasakkunkit performs at annual Meeting



Two Grey Cats receive small group award



Craig Varney receives solo award



Attendees enjoy meeting festivities



Minstrels receive large group award



Members receive Marian Herzer Award

- During the 2<sup>nd</sup> Quarter, Project Joy held two special events.
- In April, we held our Spring Showcase. This event showcased 5 of our performers and 2 of our music directors. The event was well attended by the community.
- In May, we were able to hold our Annual Membership Meeting. This was the first time we were able to have this event since 2019. Those in attendance enjoyed entertainment, the presentation of awards and light refreshments.



Spokane Youth & Senior Centers Association

# Youth Programs!

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The Northeast Youth Center has had a great 2nd Quarter. We did our annual trip to the cemetery on Memorial Day weekend and the kids placed flags and pennies on the graves of veterans. We hosted a bake sale on Fathers Day to raise funds for staff development. We had a record number of preschool kids graduate into Kindergarten. We started our 10 week summer camp in June with fun filled field trips everyday. We celebrated the completion of our new classroom project, funded by a Dept of Commerce grant, with a ribbon cutting by Mayor Woodward.

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# West Central Community Center

## During the 2<sup>st</sup> quarter of 2023 our kids were able to:



..do many fun activities at Summer Day Camp including a friendly game of flag football.



..participate in the Police
Activities League which
aims to build trusting
relationships between
youth and law enforcement.



..go on several hikes and field trips including one to the top of Mt. Spokane as pictured above..

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Association

# SouthWest Spokane Community Center





Karate classes for the older youth

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# MLK Community Center



2023 Juneteenth Celebration





The Teen Leadership Program partnered with Delta Dental to host a Dental Camp for the teens

2023 Juneteenth Celebration Flyer



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# THANK YOU!

For your continued support of our Youth & Senior recreational programs and services!











Park Board Financials July 2023



## Parks Fund Financials



### Key Concepts:

- Salaries and wages and contractual services remain the primary drivers for the increase in expenses.
- Parks revenue is ahead of the 2-year budget average due to increased revenue in both Recreation and Riverfront and a small increase in the general fund transfer.
- YTD revenues are ahead of YTD expenses by \$735,780.

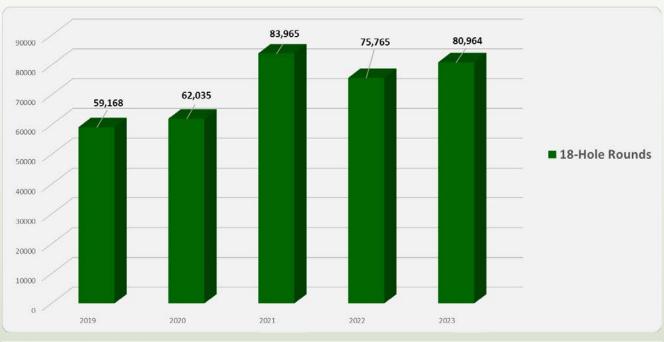
## Golf Fund – Financials



### Key Concepts:

- Through the end of July, golf has expended 56% of total budgeted expenditures.
- Golf had another very strong month with \$875,598 in revenues in July, putting them \$317,459 ahead of 2022 YTD revenues.
- Golf has revenues exceeding expenditures by \$803,429 excluding the facility improvement fee and corresponding debt service payment (just over \$1 million including both).

# Golf – Dashboard





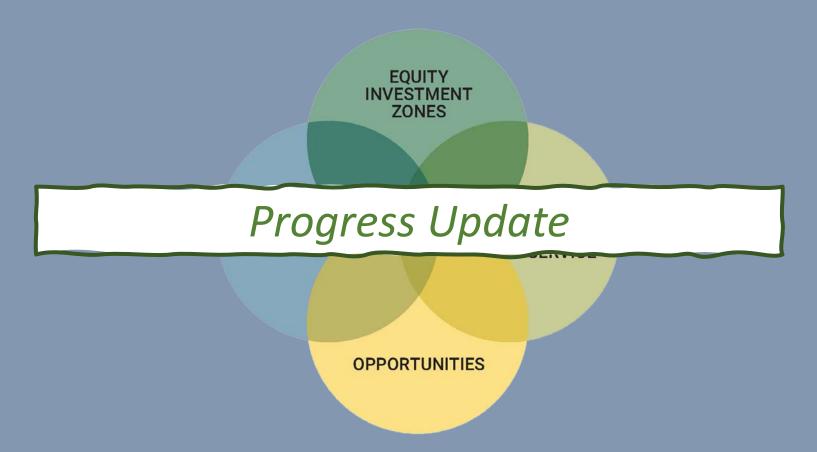




Questions or Comments?



# Citywide Neighborhood Park Investments 'Executive Committee'



Healthy Parks, Healthy Neighborhoods

# Welcome! What is this all about?



# PRESERVE & PLAY

A community driven plan that is derived from the goals, desires and feedback obtained from over 5,000 Spokane residents.



One of fourteen pop-up events in the community to obtain input from a diverse range of people.



Residents of all ages were engaged to ensure the plan represents the needs of the entire community.

#### THEMES









#### LAND

All physical park properties, programming, and facilities that take place on City park lands

GOAL A. SERVING THE UNDER-RESOURCED

GOAL B. INLAND NORTHWEST LIVING

GOAL C. PRESERVE OUR WILD

#### WATER

All activities, facilities, and programming in and around natural and manufactured water features including rivers, streams, swimming holes, pools, and splash pads

GOAL D. SWIM AND SPLASH

GOAL E. CARE FOR AND ACTIVATE THE SPOKANE RIVER

GOAL F. IMPROVE WATER USE EFFICIENCY

#### PEOPLE

Goals and strategies related to how residents engage with and utilize parklands and programming

GOAL G. PARKS FOR ALL GOAL H. BUILD AWARENESS GOAL I. DIVERSITY OF OFFERINGS

GOAL J. CO-EXISTENCE

#### LEGACY

Ensure that all goals and actions contribute to continuing Spokane's heritage of renowned parks, recreation, and services

GOAL K. MAINTAIN AND CARE
GOAL L. FUNDING FUTURES
GOAL M. STRATEGIC ACQUISITIONS AND REAL ESTATE
MANAGEMENT





















# -investment in neighborhood parks is community priority-

A community driven plan that is derived from

from over 5,0( "Existing Dedicated F

GOAL A. SERVING THE UNDER-RESOURCED GOAL B. INLAND NORTHWEST LIVING GOAL C. PRESERVE OUR WILD

"Existing Dedicated Funding Sources Do Not Cover Needed Capital and Operational Improvements"

nd g holes,

-neighborhood park investment is priority-

pools, and splash pads

GOAL D. SWIM AND SPLASH
GOAL E. CARE FOR AND ACTIVATE THE SPOKANE RIVER



"Additional funding will need to be sought for most improvements contained within this plan – relying on bonds alone in the future places the park system at risk"











fourteen pop-up events in the unity to obtain input from a diverse of people.

Residents of all ages we ensure the plan represe entire community.

#### LEGACY

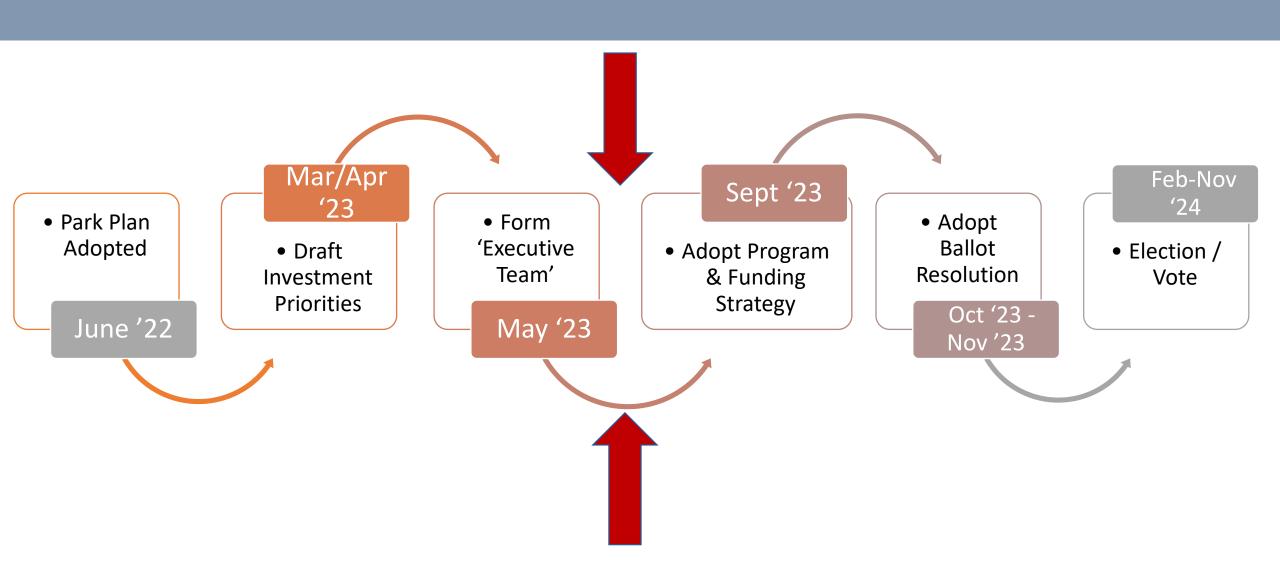
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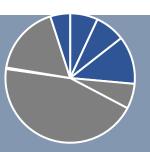
# Schedule to Improve Parks as desired



# Schedule to Improve Parks as desired



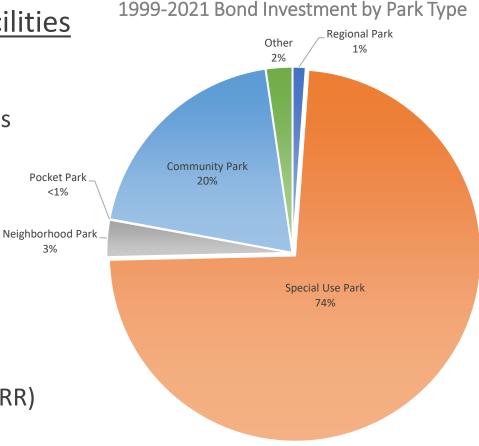
# Key Background & Historical Investment





Historical Bond Investment – Special Use Facilities

- ► 2014 Riverfront Park
  - ► Ice ribbon, carrousel, N. Bank, pavilion, bridges
- **2007 Aquatic Facilities & Youth Ballfields** 
  - ► (6) outdoor pools, (12) splash pads
  - ▶ (1) Merkel sports complex, (5) ballfields
- **▶** 1999 Maintenance, Infrastructure, Exp.
  - ▶ O&M building, N. Bank land Acq.,
  - Community Park amenities (play, sport court, RR)
  - ► 3 new parks

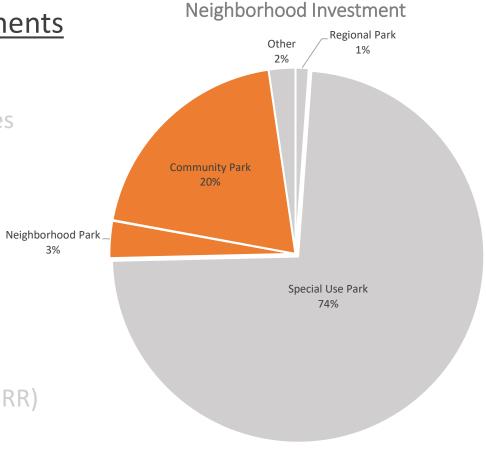


# Key Background & Historical Investment



## Neighborhood & Community Park Improvements

- ➤ 2014 Riverfront Park
  - ► Ice ribbon, carrousel, N. Bank, pavilion, bridges
- **▶** 2007 Aquatic Facilities & Youth Ballfields
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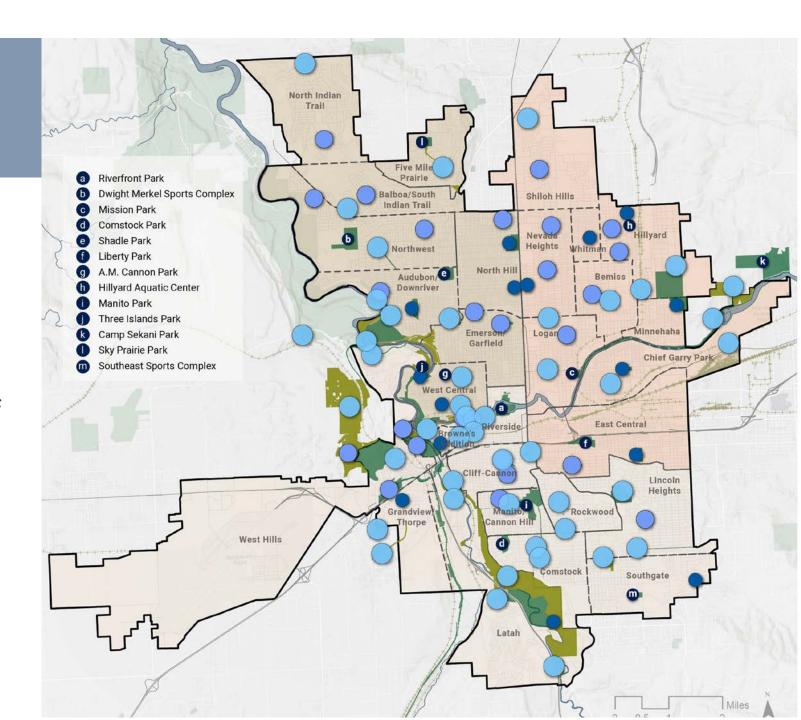


# Physical Need



# Lack of Capital Investment 20+ years

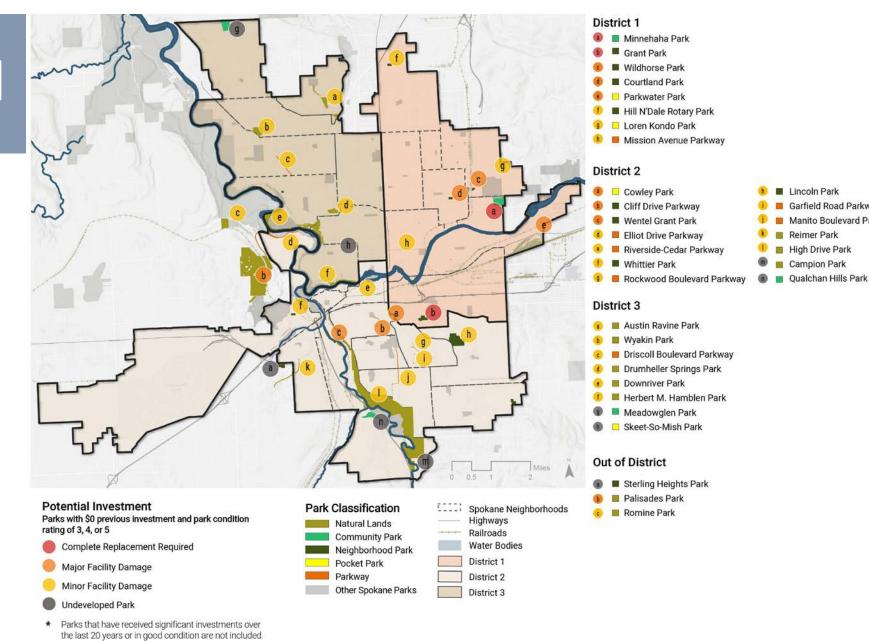
- \$0.00 invested in ~45% of facilities
- <\$250k invested in 65% of facilities</p>
- Significant investment in 13% of facilities



## Physical Need

### **Poor Physical Condition**

- ▶ Total replacements needed
- Major Facility Damage
- Widespread minor damage & end of life-cycle



Lincoln Park

Reimer Park

High Drive Park

Garfield Road Parkway

Manito Boulevard Parkway

Source: City of Spokane, City of Spokane GIS data 2021, Spokane County GIS Data 147 | Chapter 6 - Legacy

## Increased Expectations & Desire for Upgrades



#### **Top Tier Community Desires:**

- Better Playgrounds
- Better Restrooms
- Trailheads & Trails
- New Parks where underserved
- Enhanced general maintenance
- Address security

#### 2<sup>nd</sup> Tier Community Desires

- Sport Courts / Disc Golf
- Off-Leash Dog Parks
- ► BMX / Skate Parks
- ► Low Barrier (free) Indoor Pool



## Need – decreasing revenue



#### **DECLINING REVENUE TREND**

- ▶ 0.3% decrease in city funding allocation over past 20 years (\$2.6M in 2021)
- Increased reliance on bond funding for capital replacement & improvements.

### Percentage of Total City Spending on Parks (All City Bonds Excluded)

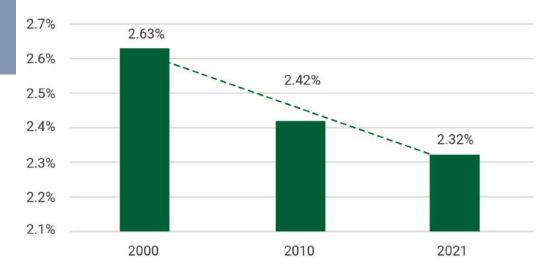


Figure 2: Timeline of Previous Investments

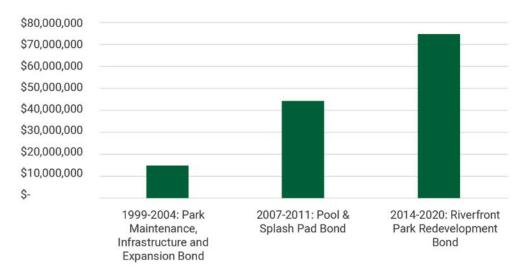


Figure 3: History of Park Bonds: 1999 - 2020. Source: City of Spokane.

## Increased Expectations & Desire for Upgrades



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- Trailhead
- Enhanced
- Address s

#### 2<sup>nd</sup> Tier Com

- Sport Cor
- Disc Golf Courses
- Off-Leash Dog Parks
- ► BMX / Skate Parks
- ► Low Barrier Indoor Pool

### 71%-73% of residents

think it is "essential or very important" to seek additional funding to add parks, renovate & enhance existing parks, and enhance daily park maintenance



### Enter the Executive Team.

► Group of Community Leaders + support staff tasked with developing a citywide investment in parks which best satisfies the highest priorities from recently adopted park master plan.

### Deliverables:

- ► Recommend specific program of improvements
- ▶ Recommend preferred source, quantity & term of funding to implement proposed work



## Who makes up the Executive Team?

- Community Leaders 'Neighborhood Park Investment Program'
  - ▶ (2)-(4) Park Board
  - ► (2) City Council
  - ► (1) Mayor's Representative
  - ► (2) former City Leaders (SME's) with Extensive Bond / Levy Experience
  - ► Park Director
  - Park Operations Director
  - Support Staff from Parks (planning / communication / pm)



### Executive Committee Schedule

Meeting #1 –
 Kickoff
 (timing, funding types, partnerships, next steps)

May '23

Jun '23

 Meeting #2 - Program Components & Balance (program elements & location, VE, timing, partnerships)  Meeting #3 - Revised program & Implementation (rev. program elements & locations, cost, implementation &

July '23

Aug '23

Meeting #4 - Funding
 Options &
 Recommendations
 (funding term, program package, formal recommendation)

I recommend the City seeks additional funding for ongoing annual investment in Mentimeter Neighborhood Parks by:

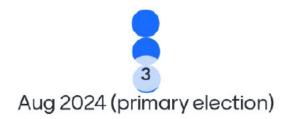




Seeing other known planned ballot measures, when should a Parks investment vote occur? (note - ballot resolution req'd 60 days prior to measure)

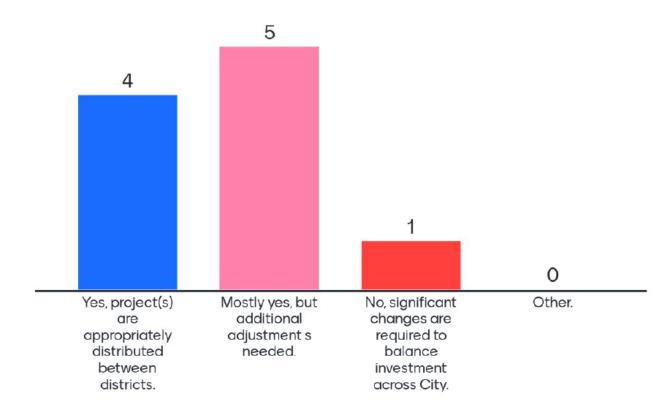






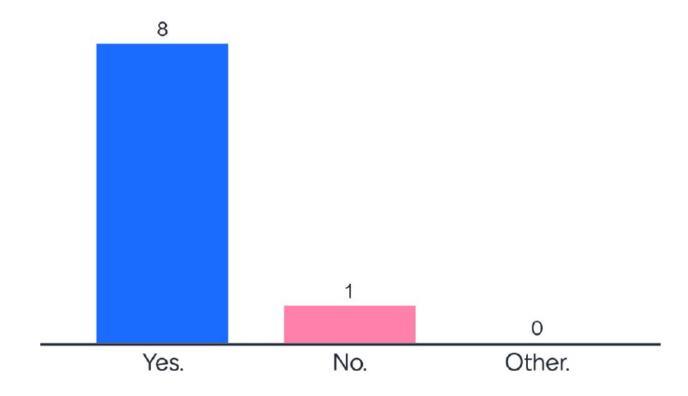
Mentimeter

Program Balance - The draft investment balance (projects) is appropriately between City Council Districts.



Mentimeter

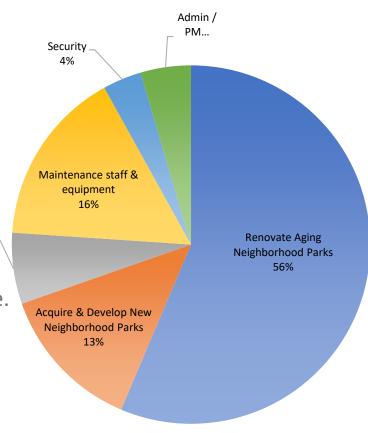
Agree or Disagree - Overall program balance / funding allocation is acceptable, i am comfortable recommending this balance to the park board.



## Key Themes of Proposed Investment

### 'Neighborhood Park Investment Program'

- Renovate and Replace aging Neighborhood Parks
  - Renovate aging parks & Incorporate desired features
  - New Neighborhood Parks to expand walkable park access in underserved areas
    - Add new parks to improve walkable park access citywide
- Improve Trailheads, Trails & Natural Lands
  - Trailhead replacements, trails for park access, natural land acq. & enhance.
- ► Enhance regular Park Maintenance & Operation Staff & Equip.
  - ► Increase maintenance staff & equipment, enhance RR service
- Enhance Park Security
  - ► Add ranger group for neighborhood parks



Trailheads, Trails & Natural

Lands

6%

## Preferred Implementation Strategy



- Begin implementing Capital Projects year 1 as priority.
  - Establish regular annual project work
- ► Add Security / Ranger staff in first year.
- Increase Operations staff over 2-3 year time frame.
- Overall implementation duration TBD



## Program Cost, Duration & Type (Being Developed)

#### > 10-year scenario

- Quickest Implementation
- Most annual revenue
- Highest cost to citizens
- Low reliability for staffing

#### ► 15-year scenario

- ► Mid-term implementation
- Mid annual revenue
- Mid cost to citizens
- ► Mid reliability for staffing

#### **20-year scenario**

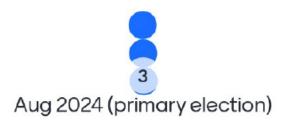
- Slowest implementation
- ► Least annual revenue
- Lowest cost to citizens
- ► High reliability for staffing

- All Scenarios accomplish same program elements over different time periods
  - Scenarios being evaluated within context of existing bond debt
    - All scenarios require voter approval of Levy

## Timing to Seeking Funding







0 Nov. 2024 (general election) 0 Other Date / Time

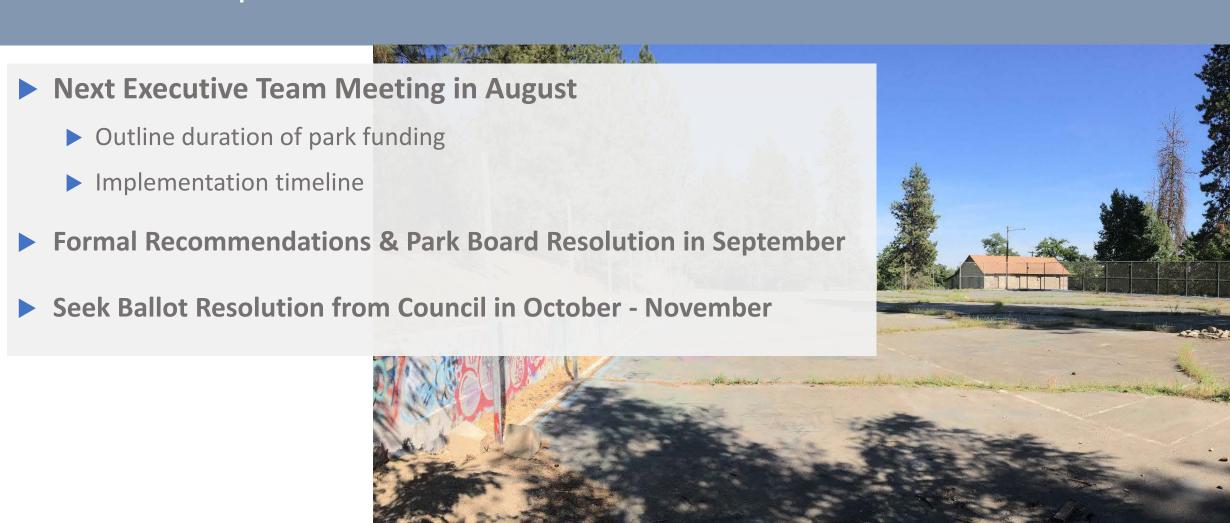


### RECAP

- Committee substantially agrees on:
  - **▶** Program / projects for future park improvement
    - ▶ Program elements <u>draw directly</u> from adopted 'Parks and Natural Lands Master Plan' (1st tier)
  - ► Funding type park levy (not bond)
  - ► Timing to seek voter approval of funding (Feb 2024)
  - ► Implementation strategy (capital & security first w/ operational 'ramp-up')
- **Committee Yet to determine:** 
  - Duration of park funding
  - Implementation timeline



## Next Steps



## Healthy Parks, Healthy Neighborhoods



# Spokane Park Board Briefing Paper



Committee	Bylaws	(	Committee meeting date: July 6, 2023				
Requester	Sarah Deatrich			Phone number: 509-625-6241			
Type of agenda item	Consent	Discussion		Information		<ul><li>Action</li></ul>	
Type of contract/agreement	New ORer	newal/ext. Ol	_ease	Amendment/change	order	Other	
City Clerks file (OPR or policy #)	CPR 1981-0401						
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)				ter Plan Priority Tier: 71-175)			
Item title: (Use exact language noted on the agenda)	Park Board Bylaws amendment proposal - 2nd reading						
Begin/end dates	Begins:		Ends:		<b>V</b> 06	6/01/2525	
Background/history: The Park Board last amended/adopted its Bylaws at the April 8, 2021, board meeting. Since that time, Park Board members and staff have identified sections which could be changed and updated to potentially better guide the board's structure and procedures. The board reviewed the following proposed changes during the July 13, 2023, first reading: 1) modification of the order of agenda items; 2) addition of language to address public comment time limitations; 3) addition of language requiring committee chair to consult with Parks Director to establish agenda items relating to unfinished business; 4) correction of formatting errors; 5) addition of a table of contents.							
Motion wording: Move to adopt the amended Park Board Bylaws as presented.							
Approvals/signatures outside Parks:	Yes	<ul><li>No</li></ul>					
If so, who/what department, agency or co				Phone:			
Name:	Email address	:		Phone:			
Distribution:  Parks – Accounting  Parks – Sarah Deatrich  Requester: Sarah Deatrich  Grant Management Department/Name:		banders	on@sţ	ookanecity.org			
Fiscal impact: Expenditure Amount:	Revenue	Budget code:					
Vendor:	O New vendo	_	for new	contractors/consultants/ve	endors		
				orms (for new contractors/consultants/vendors nce Certificate (min. \$1 million in General Liability)			