

Spokane Park Board

3:30 p.m. Thursday, December 12, 2024 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 Kevin Brownlee (absent/excused)
- X Doug Kelley Jonathan Bingle – City Council liaison (absent/excused)

Parks Staff Jason Conley Jon Moog Nick Hamad Heather Smith Rich Lentz Fianna Dickson Jennifer Papich Al Vorderbrueggen Mark Poirer Angel Spell Sarah Deatrich

City Staff Megan Kapaun

Guests

MINUTES

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

- 1. **Roll Call**: Bob Anderson The meeting was called to order at 3:31 p.m. See above for attendance.
- 2. Additions or deletions to the agenda: A. None
- 3. Public comments:
 - A. None

4. Consent agenda:

- A. Administrative and committee-level items
 - 1) November 14, 2024, regular Park Board meeting minutes
 - 2) Claims November 2024
 - 3) Inter-Local Agreement between the City of Spokane Valley and the City of Spokane Parks and Recreation Departments regarding joint offering of certain recreation program classes – Jennifer Papich

Motion No. 1: Bob Anderson moved to approve consent agenda items #1 - #3, as presented. Jennifer Ogden seconded.

Motion passed with unanimous consent (8-0)

5. Special guests

A. None

- 6. **Financial report and budget update** Rich Lentz presented the November financial report and budget update.
 - A. Park Fund: The November year-to-date operating expenditures for the Park Fund are approximately \$32,800 less than the two-year budget average. Year-to-date revenues are about \$850,000 above the two-year budget average. Revenues are exceeding expenditures nearly \$1.07 million year-to-date.
 - B. Golf Fund: The November year-to-date operating expenditures for the Golf Fund are about \$804,000 less than the two-year average. Year-to-date revenues are below the two-year budget average approximately \$993,000. Revenues are exceeding expenditures about \$1.54 million year-to-date.

7. Special discussion/action items:

- A. Special discussion items: None
- B. Special action items: None

8. **Committee reports**:

Urban Forestry Tree Committee: December 3, 2024 – Kevin Brownlee A. Action items: None

In Kevin's absence, Bob reported that there will be a 2024 Urban Forestry recap at the January Park Board meeting.

B. The next scheduled meeting is 4:15 p.m. December 31, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: December 4, 2024 – Greta Gilman

A. Action items: The action item failed committee vote, 2-2.

Greta reported that the action item to approve a contract for a study and design of a memory garden in Manito Park. City Council had allocated funding for this; however, the item did not pass due to concerns that the project does not line up with Parks' Master Plan.

B. The next scheduled meeting is TBD due to the New Year's Day holiday.

Recreation Committee: December 4, 2024 – Sally Lodato

A. Action items: The action item was presented on the consent agenda.

Sally reported that the committee passed the Inter-Local Agreement with City of Spokane Valley Parks & Recreation, which was presented on the consent agenda today.

November Recreation highlights:

- 1) The winter activity guide was released just before Thanksgiving.
- 2) Therapeutic Recreation has seen a high demand for cooking classes.
- 3) Outdoor Recreation had a 16% increase in participants resulting from private hikes, kayaking, and archery classes.
- 4) Corbin Arts Center served 505 participants in Fall and saw a 10% revenue increase.
- 5) Athletics saw 306 participants in flag football, 1,230 in softball, and 1,209 in volleyball.
- B. The next scheduled meeting is canceled due to the New Year's Day holiday. The committee will meet again at 4:15 on February 5, 2025, at Finch Arboretum.

Riverfront Park Committee: December 9, 2024 – Gerry Sperling

A. Action items: None

- B. November 2024 Operations Report Jon Moog
 - 1) Highlights included:
 - a. Senske donated lights and decorated the Riverfront Christmas tree. The tree lighting and the Winter Market were held on the Saturday after Thanksgiving and approximately 6,600 people attended. The market had about 66 vendors inside and outside the Pavilion.
 - b. The Numerica Skate Ribbon opened for ice skating one week early this year.
 - c. The Riverfront Spokane gift guide was published in the Riverfront Spokane newsletter. One may sign up for the newsletter to view the gift guide <u>HERE</u>.
 - d. Spokane Parks Foundation is facilitating fundraising for repair of the Looff Carrousel band organ. Those interested in donating can do so <u>HERE</u>.
 - e. New Year's Eve fireworks will be at 9:00 p.m. on December 31.
 - Jon recognized Riverfront's Safety and Facilities Manager, Mike Prince, who has been with us for approximately 1 ½ years. Mike served in the Navy for 34 years and has extensive experience running major facilities.
- C. The next scheduled meeting is 4:00 p.m. January 6, 2025, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: The December 10, 2024, meeting was cancelled. – Nick Sumner A. Action items: None

Nick reported that the bunker project at Indian Canyon Golf Course is complete. Additional capital projects at Qualchan and Downriver are still under way.

B. The next scheduled meeting is 8:00 a.m. January 7, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: December 10, 2024 – Bob Anderson

A. Action items: None

Bob reported the significant increase in salary costs is because November was a three payperiod month.

Impacted by unfavorable weather, Riverfront's revenue was \$116,000 less than November 2023. Conversely, Recreation's revenue was up \$91,000 compared to last year.

The Parks Fund posted a \$600,000 net income increase over expenditures year-to-date, resulting from an increase in General Fund transfers.

B. The next scheduled meeting is 3:00 p.m. January 7, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: The DVC does not meet in December. – Jennifer Ogden

A. Action items: None

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. January 8, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

9. Reports

A. President: Bob Anderson

Board changes for 2025: Nick Sumner is completing his second term, and the vacancy has been posted on the City's Boards & Commissions web page. Interested parties can find information and apply <u>HERE</u>. Additional information, including the Park Board tool kit can be found on the <u>City of Spokane Park Board web page</u>. Hannah Kitz is completing her first term and has expressed interest in a second term. She has recently moved, and her new home is just outside Spokane's city limits, which caused concern. Some research found that the SMC provides a provision allowing any current member of a Board, Commission, or Agency who is not a resident of the City shall be permitted to complete his/her term and any subsequent reappointment. Hannah will send in her reappointment application.

Meetings with Spokane School District regarding partnership on 2025 ballot initiatives continue.

A nominations committee of four members will be developed in January, to nominate 2025 Park Board officers.

Committee assignments will be announced in February or March.

- 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: Garrett Jones

Garrett reported that the City Council granted Parks' request to defer the levy initiative to a later date in 2025. A Policy Committee consisting of two Park Board members, two City Council member, and two School Board members, will be created to hold discussions around timing. The goal is to have an informational launch to the public in the first part of 2025.

The Tree Equity Program has officially launched and will positively transform Spokane's tree canopy, especially in lower income neighborhoods.

Thanks to neighbors, partners, stakeholders, and Parks staff, there is a beautifully lit tree in Corbin Park. Cowley Park is also decorated, thanks to the KXLY Extreme Team and Parks staff; and Manito Holiday Lights opens on Saturday, December 14 with collaboration of Friends of Manito, partners, and staff.

Parks' new Landscape Architect, Heather Smith, was introduced to the Board. Heather has lived in Spokane with her husband and five children for nearly 11 years. She and her family have enjoyed the beauty and availability of Spokane's parks, and she looks forward to giving back to the Spokane Parks system.

10. Executive session

A. None

11. **Correspondence**:

A. Letters/email: None

12. **Adjournment**: The meeting was adjourned at 4:01 p.m.

13. Meeting dates

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. December 31, 2024, Finch Arboretum Woodland Center, and virtually via WebEx.

Land Committee: TBD due to New Year's Day holiday.

Recreation Committee: TBD due to New Year's Day holiday.

Riverfront Park Committee: 4:00 p.m. January 6, 2025, Pavilion conference room, Riverfront Park, and virtually via WebEx

Golf Committee: 8:00 a.m. January 7, 2025, in Finch Arboretum Woodland Center, and virtually via WebEx.

Finance Committee: 3:00 p.m. January 7, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

Development & Volunteer Committee: 12:00 p.m. January 8, 2025, Finch Arboretum Woodland Center, and virtually via WebEx.

- B. Park Board: 3:30 p.m. January 9, 2025, Council Chambers, lower-level City Hall, and virtually via WebEx.
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:

Garrett Jones

Garrett Jones, Director of Parks & Recreation

CITY OF SPOKANE PARK AND RECREATION DIVISION NOVEMBER 2024 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - DECEMBER 12, 2024

PARKS & RECREATION:

TOTAL EXPENDITURES:	\$ 2,695,705.71
DEBT SERVICE PAYMENTS	\$ -
CAPITAL OUTLAY	\$ 283,302.68
MAINTENANCE & OPERATIONS	\$ 125,767.24
SALARIES & WAGES	\$ 223,840.55
GOLF:	
CAPITAL OUTLAY	
RFP BOND 2015 IMPROVEMENTS:	
PARK CUMULATIVE RESERVE FUND	\$ 203,492.39
DEBT SERVICE PAYMENTS	\$ -
CAPITAL OUTLAY	·
MAINTENANCE & OPERATIONS	\$ 406,954.72
SALARIES & WAGES	\$ 1,452,348.13

Return to Minutes

Spokane Park Board Briefing Paper



	l			
Committee	Recreation Committee meeting date: 12/04/2024			
Requester	Jennifer Papich	Phone number: 509-363-5420		
Type of agenda item	OConsent ODiscussion	O Information O Action		
Type of contract/agreement	● New ○ Renewal/ext. ○	Lease OAmendment/change order OOther		
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal H: Obj. 2 (Partnerships)	Master Plan Priority Tier: Tier 1 (pg. 171-175)		
Item title : (Use exact language noted on the agenda)		the City of Spokane Valley and the City of Departments Regarding Joint offering of certain		
Begin/end dates	Begins: 01/01/2025	Ends: 12/31/2027 06/01/2525		
Background/history: This is a new Inter-local Agreement based on the successful partnership in 2024 between Spokane Valley and the City of Spokane in the offering of agreed upon Outdoor and Therapeutic Recreation programs. Each party will advertise for the programs through their own agencies, each party shall take registrations for the programs Spokane Valley will register an agreed upon number of participants for the agreed upon programs. Parties will communicate throughout the registration process for program coordination and logistics. Upon course completion Spokane Valley agrees to pay Spokane Parks 70% of class registration they took in revenue as full compensation for everything done under this Agreement. We have entered into similar agreement with Spokane Valley and other municipalities in the past with success. Benefits of this partnership with Spokane Valley include increase marketing and awareness of our Recreation programs, increased participation in previously lower attended programs, and utilization of Spokane Valley facilities to house potential TRS and Outdoor programs. Motion wording: I move to approve the Inter-local Agreement Between the City of Spokane Valley and the City of Spokane Parks and				
Recreation Departments Regarding Joint offering of certain recreational program classes				
Approvals/signatures outside Parks: Yes No If so, who/what department, agency or company: Spokane Valley Parks and Recreation				
Name: John Bottelli	Email address: jbottelli@spol			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:		Kapaun, Legal		
Fiscal impact: O Expenditure	O Revenue			
Amount: Budget code: n/a				
Vendor: • Existing vendor	New vendor			
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the MRSC Roster - City of UBI: 602-251-431 Business license exp	of Spokane ACH F	for new contractors/consultants/vendors forms (for new contractors/consultants/vendors ance Certificate (min. \$1 million in General Liability)		

City Clerk's No.



INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE VALLEY AND THE CITY OF SPOKANE BY AND THROUGH ITS PARKS AND RECREATION DEPARTMENT REGARDING JOINT OFFERING OF CERTAIN RECREATIONAL PROGRAM CLASSES

This Agreement is between the CITY OF SPOKANE VALLEY, a Washington State municipal corporation, as "Spokane Valley," and the CITY OF SPOKANE, a Washington State municipal corporation, by and through its Parks and Recreation Department as "Spokane Parks", jointly referred to hereinafter as the "Parties".

WHEREAS, Spokane Parks provides for the recreational needs of its community under Section 48 of the City of Spokane Charter; and

WHEREAS, pursuant to the provisions within Titles 35 and 35A RCW, Spokane Parks and Spokane Valley have the statutory authority to conduct recreational programs; and

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane Valley wishes to collaborate with Spokane Parks in order to make available to Spokane Valley constituents some of the recreational programs offered by Spokane Parks; and

WHEREAS, To facilitate achieving their recreational objectives, the parties have agreed to cooperate according to the following terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties to mutually agree as follows:

1. **<u>PURPOSE</u>**. The purpose of this Agreement is to summarize the terms and conditions upon which the Parties will manage the jointly offered recreational programs described in Exhibit A – Scope of Services (the "Joint Recreational Programs"). This includes the rights and obligations of the Parties under this Agreement.

2. **<u>TERM</u>**. Subject to its other provisions, the period of performance of this Agreement shall commence upon the last date of execution by all Parties and be completed by December 31, 2027, unless terminated sooner as provided herein. This Agreement shall supersede the Interlocal Agreement between the Parties executed on June 8, 2023.

3. **<u>TERMINATION</u>**. Except as otherwise provided in this Agreement, either of the Parties may terminate this Agreement upon thirty (30) days written notification. If this

Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

4. **<u>CONTRACT MANAGEMENT</u>**. The Parties hereby appoint the following individuals, or their designees, as their representatives for the purpose of ensuring that the provisions of the Agreement are satisfied.

SPOKANE PARKS AND RECREATION DEPARTMENT: Director Spokane Parks and Recreation Department Fifth Floor, City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201

CITY OF SPOKANE VALLEY: City Manager, or designee 10210 E. Sprague Avenue Spokane Valley, WA 99206

Designated main contact: Director Spokane Valley Parks and Recreation Department 2426 North Discovery Place Spokane Valley, WA 99216

5. **PERFORMANCE**.

- A. The above-designated representatives will meet as needed to decide matters pertaining to the administration of the Joint Recreational Programs listed in Exhibit A.
- B. The Joint Recreational Programs listed in Exhibit A may be amended, modified, canceled, or added to through the mutual agreement of the above-designated representatives.
- C. Spokane Parks shall provide all required labor and materials, including but not limited to equipment, qualified instructors, guides, participant accommodations, and transportation as needed for Joint Recreational Programs at its sole expense. Spokane Parks shall be responsible for scheduling facilities and coordinating reservations for the Joint Recreational Programs.
- D. Each Party shall advertise for the programs through their own agencies.

- E. Each Party shall take registrations for the programs. Spokane Valley may register an agreed upon number of participants for the programs in Exhibit A as presently constituted or hereinafter amended. The cost of registration for each participant shall be the same for all registrants of that same program regardless of the Party through whom the participant registers. The Parties will communicate through the registration process for program coordination and logistical purposes. The Parties shall ensure that its registrants sign a Release of Liability & Waiver of Certain Legal Rights agreed to by the Parties prior to their participation in the program. Program instructors, leaders, guides, and contractors shall also be required to sign a Release of Liability & Waiver of Certain Legal Rights prior to commencement of the program.
- F. Spokane Valley agrees to pay Spokane Parks 70% of class registration revenue as full compensation for everything done under this Agreement, as set forth in Exhibit A.
- G. Spokane Parks shall present an invoice to Spokane Valley after classes have been completed. Payment shall be sent to the City of Spokane Finance Department at 808 W. Spokane Falls Boulevard, Spokane, WA 99201.

6. **INDEMNITY AND HOLD HARMLESS.** Spokane Parks shall defend, indemnify and hold harmless Spokane Valley, its officers, officials, agents, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees in connection with or arising out of the wrongful or negligent acts, errors, or omissions of Spokane Parks, its officers, officials, agents, employees, volunteers, contractors, or subcontractors relating to or arising out of performance of this Agreement. Spokane Valley shall defend, indemnify and hold harmless Spokane Parks, its officers, officials, agents, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees in connection with or arising out of the wrongful or negligent acts, errors, or omissions of Spokane Valley, its officers, officials, agents, employees and volunteers relating to or arising out of performance of this Agreement.

Each Party's duty to indemnify shall survive the termination or expiration of this Agreement.

7. **INSURANCE.**

During the course of this Agreement, each Party agrees to procure and maintain selfinsurance with limits for General Liability of at least \$2,000,000. Upon request by the other Party, each Party shall provide the other a letter evidencing self-insurance.

8. **<u>COUNTERPARTS</u>**. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original, but such

counterparts shall together constitute but one and the same delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

9. ENTITIES / PROPERTY.

- A. No new entities are created by this Agreement.
- B. No real or personal property will be transferred as part of this Agreement.
- C. No joint board will be created to administer the provisions of this Agreement.

10. **RELATIONSHIP OF THE PARTIES**. The Parties intend that an independent contractor relationship will be created by the Agreement. No agent, employee, servant or otherwise of a Party shall be deemed to be an employee, agent, servant, or otherwise of any other Party for any purpose, and the employees of a Party are not entitled to any of the benefits that any other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

11. **<u>RECORDS MAINTENANCE</u>**. The Parties shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by all Parties in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of the Parties, other personnel duly authorized by any Party, the Office of the State Auditor, and federal officials so authorized by law. The Parties will retain all books, records, documents, and other materials relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

12. **AGREEMENT TO BE FILED**. Spokane Parks shall file this Agreement with their City Clerk and post it on their internet website. Spokane Valley shall file this Agreement with its City Clerk and shall either file this Agreement with the Spokane County Auditor or post it on its internet website,

13. MISCELLANEOUS PROVISONS.

- A. Non-Waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
- B. Entire Agreement. This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce any Party to sign this Agreement.

- C. Modification. Except as specifically denoted elsewhere in this Agreement, no modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.
- E. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- F. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- G. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorable discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- H. Venue Stipulation. This Agreement shall be construed under the laws of the Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

- A. <u>Purpose</u>. See Section 1 above.
- B. <u>Duration</u>. See Section 2 above.
- C. <u>Organization of Separate Entity and Its Powers</u>. See Section 9 above.
- D. <u>Responsibilities of the Parties</u>. See provisions above.
- E. <u>Agreement to be filed</u>. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.
- F. <u>Financing</u>. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. <u>Termination</u>. See Section 3 above.

- H. <u>Property upon Termination</u>. No property acquisitions expected, see Section 5 above.
- I. <u>Contract Administration</u>. See Section No. 4 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement to be executed on the date and year set forth herein.

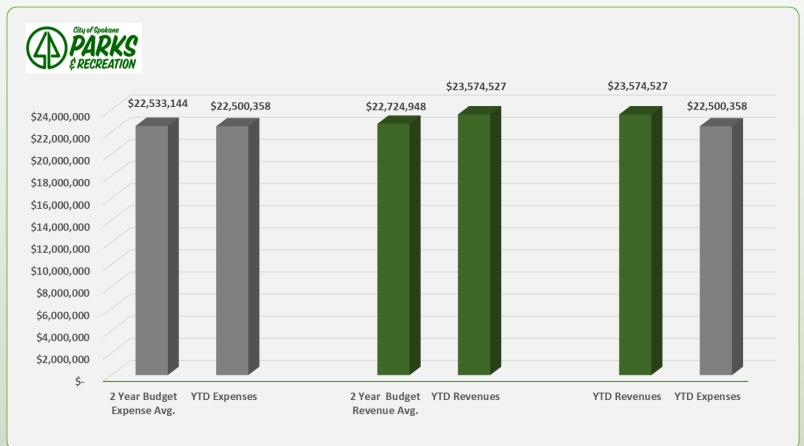
Dated this day of	, 2025.
CITY OF SPOKANE PARKS AND RECREATION	CITY OF SPOKANE VALLEY
By Director of Parks and Recreation	By City Manager
Attest:	Attest:
By City Clerk	By City Clerk
Approved as to Form:	Approved as to Form:
By Assistant City Attorney	By Office of the City Attorney
	M24-264

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City of Spokane PARKS ¢ RECREATION

November '24 Financials

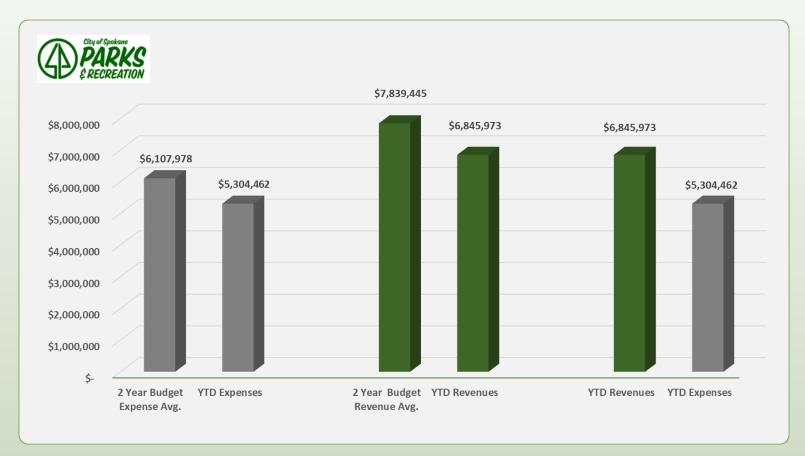
Parks Financials



Key Concepts:

- November had a net gain of \$217,672, primarily due to a 3rd general fund transfer with November being a three pay-period month.
- Parks made a 4th transfer of \$200,000 towards capital improvements for a total of \$800,000 yearto date.
- Year-to-date, Parks has earned 92% of budgeted revenues and spent 88% of budgeted expenses.

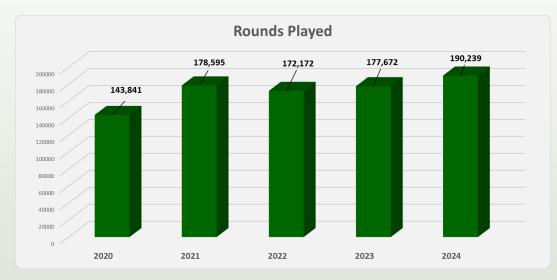
Golf Financials

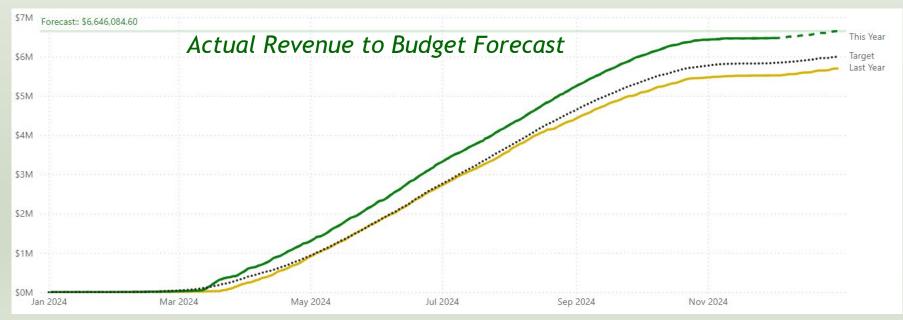


Key Concepts:

- November had a net loss of \$610,028, primarily due to course improvements for Indian Canyon bunker renovations and Downriver cart path improvements.
- Year-to-date, golf has earned 111% of budgeted revenues and spent 97% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$980,000 (FIF and debt payment excluded).

Golf Scorecard







Questions Or Comments?

November 2024

























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NYE FIREWORKS

Presented by:



Mike Prince



