



## Spokane Park Board Riverfront Park Committee

4 p.m. Thursday, July 1, 2021

WebEx virtual meeting

Dial in: 408-418-9388

Access code: 1466 15 6851

Jonathan Moog – Riverfront Park Director

### Committee members:

Nick Sumner – Chair

Gerry Sperling

Hannah Kitz

Kevin Brownlee

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency.

The Riverfront Park Committee meeting will be held virtually via WebEx teleconferencing at 4 p.m. Thursday, July 1. The public will be able to listen to the meeting by calling 408-418-9388 and entering the access code 1466 15 6851 when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 12 p.m. July 1 by email to [spokaneparks@spokanecity.org](mailto:spokaneparks@spokanecity.org) or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

## Agenda

### Action items

- A. [Papillon South Landscape Improvements/Selkirk Development](#) – *Berry Ellison*
- B. [Riverfront Park North Bank Dog Park Letter of Intent with Falls, LLC](#) – *Nicholas Hamad*
- C. [Hooptown USA Courts Memorandum of Understanding with Spokane Hoopfest Association](#) – *Jonathan Moog*

### Discussion items

- A. [King Cole commemoration discussion](#) – *Jennifer Ogden*

### Standing report items

- B. Operations report – *Jonathan Moog*

*Agenda Subject to Change*

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [erahrclerks@spokanecity.org](mailto:erahrclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human

Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	July 1, 2021		
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509.652-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Papillon South Landscape Improvements/Selkirk Development		
<b>Begin/end dates</b>	Begins: 07/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b> Per agreement with Selkirk Development, the Park Board is required to review and offer Comment/Approval for improvements proposed on Park Property located at the intersection of Howard and Mallon, Riverfront Park's North Howard St Gateway. Selkirk is responsible for the cost of these improvements.			
<b>Motion wording:</b> Motion to approve landscape improvements on Park Property by Selkirk Development at no cost to Parks.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Selkirk Development Name: Sheldon Jackson      Email address: sheldon@selkirkdev.com      Phone: (509) 919-0903			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:			
		Garrett Jones Berry Ellison mkoch@spokanepfd.org guym@bergerpartnership.com	
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: N/A      Budget code: N/A			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI:      Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)

AFTER RECORDING RETURN TO:

Papillon Building, LLC  
1516 W. Riverside Ave., Suite 200  
Spokane, WA 99201

## RECIPROCAL EASEMENT

This Reciprocal Easement (“**Easement**”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”) by and between the City of Spokane, Parks Department (“**Park Board**”), the Spokane Public Facilities District (“**SPFD**”), and Papillon Building, LLC, a Washington limited liability company, which term includes its successors and assigns (“**Papillon**”), hereinafter jointly referred to as “**Parties**”.

### Recitals

A. The City of Spokane, through the Spokane Park Board, owns certain real property located in the City of Spokane, Spokane County, Washington, which is a portion of property commonly known as Parcel Nos. 35181.0032 and 35181.4237, as more particularly described on the attached **Exhibit A** (“**Park Property**”). The Park Property is part of a site that is being redeveloped in part as a regional playground in Riverfront Park, and a portion in conjunction with the Spokane Public Facilities District’s Sportsplex.

B. Papillon owns certain real property located in the City of Spokane, Spokane County, Washington, commonly known as Parcel Nos. 35181.4407, 35181.4404, 35181.4405, a portion of which is more particularly described on the attached **Exhibit B** (“**Papillon Property**”), and the subject of this Easement. Papillon is developing its property as a multi-use development, which is expected to include, but not necessarily be limited to, a tower for office, residential, hotel use, and/or restaurant use, public space and access, as well as a parking structure (“**Papillon Development**”). Collectively, the Park Property and the Papillon Property shall be referred to as the “**Burdened Properties.**”

C. A portion of the Park Property is in the possession of Spokane Public Facilities District (SPFD), under that certain Ground Lease dated January 9, 2020 (“**SPFD Lease**”). A Memorandum of Lease dated January 9, 2020 was filed with the Spokane County Auditor as Auditor’s Number \_\_\_\_\_. The Parties have conferred with the SPFD and the SPFD has affirmed that this Easement will not interfere with, or cause a breach of the Lease, and the SPFD has no objection to the creation of the easement, subject to the terms set forth below.

D. The Parties acknowledge and understand as follows: (1) their redevelopment efforts will be mutually benefited by the easements provided herein; (2) the exchange of benefits cannot be

reasonably or particularly valued; and (3) the mutuality of the benefits will benefit and burden the parties in equal proportion and no monetary consideration is due from one party to any other.

E. The Parties acknowledge and understand that the development of the easements will enhance the use and enjoyment of the Park Property (including adjoining Riverfront Park and the Sportsplex) and the Papillon Development (“**Benefitted Properties**”) and wish to enter into this Easement providing for conveyance of the easements and allowing for construction and maintenance of improvements that will provide pedestrian access, connection of open corridors and public spaces for the Benefitted Properties and the general public as illustrated in **Exhibit C**, the Site Plan.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by the Parties, they covenant and agree as follows:

1. **RECIPROCAL EASEMENTS.** The Park Board and Papillon do hereby grant, convey and deliver to the other and reserve to themselves non-exclusive easements in, through and over the real property described and illustrated in **Exhibits A, B, and C**, hereinafter referred to as the “**Easement Area**,” subject to the terms, covenants and conditions herein. The easements shall apply to all interests now owned or hereafter acquired in the Easement Area.

a. The easement on Papillon Property shall be referred to as the “**Pedestrian Easement**” which shall ensure the public at large has a continuous right of entry and unobstructed access upon and through the Papillon Property and restroom facilities constructed thereon.

b. The easement on Park Property shall be referred to as the “**Open Corridor Easement**.” Papillon shall, at its sole cost and expense, construct, install, inspect, repair, remodel, and maintain the Permitted Improvements in the Open Corridor Easement, which provides adequate area for set-backs and connectivity between the Papillon Property, Pedestrian Easement, Riverfront Park, and Sportsplex. Park Property shall not be used as a staging area for construction of the Papillon Development and any construction fencing shall not be placed any further than fifteen (15) feet inside of the boundaries of the Park Property.

2. **PURPOSE.** The Reciprocal Easements are granted for the purpose of facilitating construction and maintenance of the improvements described herein and illustrated in Exhibit C (“**Permitted Improvements**”) in order to provide pedestrian access, and connection of open corridors and public spaces for the Benefitted Properties and the general public.

3. **TERM.** This Easement and rights granted herein shall run with the Park Property and Papillon Property and shall be perpetual in duration (unless terminated by the Park Board or SPFD as provided below), and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Park Board or SPFD may terminate this Easement if Papillon has not obtained a building permit for the Permitted Improvements within five (5) years from the Effective Date and thereafter complete said improvements with reasonable diligence. The time for

commencement and completion of the Permitted Improvements may be extended through written agreement of the Parties.

4. RESERVATION OF RIGHTS. The Parties acknowledge this Easement is subordinate and subject to the terms and conditions set forth in the Ground Lease with the SPFD entitled to enforce and exercise all rights and obligations set forth in this Easement. The Park Board, on behalf of the SPFD, does hereby reserve for its own benefit and that of the SPFD, the following rights, remedies and exclusive use of the Easement Area, which contains, in part, the Sportsplex Service Yard to include a 12' concrete retaining wall and other improvements (and utilities) as depicted on the Site Plan. See Exhibit C.

a. At all times, the SFPD shall have exclusive use and control of the Sportsplex Service Yard for the benefit of the Sportsplex (set forth on Exhibit C) without interference by Papillon, the Park Board or any member of the general public. Except that Papillon may install and maintain electricity transformers as approved by the SPFD, and may also the access the area temporarily to facilitate construction of the Papillon Development, provided it gives SPFD 48-hours advance notice of its request to access the Service Yard. SPFD in its sole and absolute discretion shall determine the use, maintenance, repair, replacement and all activity that may occur within the Sportsplex Service Yard.

b. The Sportsplex Service Yard is principally included in the Easement Area for the purpose of assisting Papillon's compliance with development setbacks between two buildings, and to allow the installation of wall treatments and facades as contemplated in this Agreement.

c. In the event Papillon, its successors or assigns violates terms of this Easement and/or this Reservation, the SPFD shall provide written notice of such violation to Papillon. Within twenty-four (24) hours of receipt of the notice, Papillon shall comply with the matters set forth in the notice, provided such notice exercises rights and privileges held by the SPFD in this Easement and Agreement. The SPFD reserves all rights and remedies set forth in this Easement to include making application for an injunction, declaratory judgment or other remedies allowed by law to a court with subject matter jurisdiction. Papillon hereby stipulates that the failure to comply with the SPFD notice constitutes an irreparable and immediate injury to the and hereby stipulates to the "grounds for issuance" of an injunction set forth in RCW 7.40.020, as amended.

5. COVENANTS. The Parties mutually agree to the following.

a. Development of Easement Area. Papillon shall, at Papillon's sole cost and expense, design, construct, warrant and otherwise develop the Easement Area as illustrated in Exhibit C. The Permitted Improvements shall be designed and built in compliance with all local, state, and federal laws. Prior to commencing construction or redevelopment of the Permitted Improvements, Papillon shall submit construction plans for the Open Corridor Easement to the Park Board and SPFD for their review and approval. The Park Board and SPFD shall review and approve plans within 90 days from the date such are provided by Papillon. If the Park Board and/or SPFD requires more time to review it shall notify Papillon

within 30 days of receipt of the plans of the need for additional time. In any event, the Park Board's and/or SPFD's approval of the plans shall not be unreasonably delayed or withheld. It is expected that the Permitted Improvements in the Pedestrian Easement and Open Corridor Easement will be constructed simultaneously with the Papillon Development and the parties will cooperate to ensure timely review and approval so not to delay other aspects of construction.

b. Maintenance. Papillon shall, at its sole cost and expense, maintain and repair the Easement Area and Permitted Improvements in good order, sound structural and operating condition, in reasonable conformance with the standard that is appropriate for improvements of similar construction and use in the vicinity of the Papillon and Park Properties, including the Spokane Veteran's Memorial Arena and Sportsplex. Maintenance and repair includes, but is not limited to, cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks that result from reasonable wear and tear and making replacements as needed.

c. Emergency. In an emergency, the Park Board and/or SPFD or their agents shall have the right, but not the obligation, to enter the Easement Area for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the easement area, if those have been neglected by Papillon and present a risk to the public health, safety or welfare. Thereafter, the Park Board and/or SPFD may demand that Papillon pay all reasonable costs and expenses incurred by the Park Board and/or SPFD in performing such maintenance, repair, removal and replacement, plus interest at the maximum rate allowed by law. Papillon shall pay the amount demanded by the Park Board and/or SPFD within thirty (30) days of the Park Board's or SPFD's demand.

d. Development of Joint Access. Each Party, at its cost and expense, may design, construct and otherwise develop points of access between the Easement Area and its adjoining properties in order to facilitate mutual and unobstructed access across and among the properties and their respective uses, as well as to other public rights of way and streets (collectively herein "**Joint Access**"). Joint Access shall be open and available for use by the public in the same manner and during the same hours as Riverfront Park, subject to the terms of this Easement.

e. Conforming Easement to "As Built" Construction. Following construction of the Papillon Development and the Permitted Improvements and any points of Joint Access, Papillon shall provide a survey that depicts the precise location of the Easement Area and improvements constructed therein. The as-built survey will be incorporated into this Easement by reference, and shall control the location of the Easement Area.

f. Conveyance of Improvements. If requested by the Park Board, Papillon shall convey to the Park Board any improvement or fixture that it builds on Park Property. Conveyance shall be made without reasonable delay upon the Park Board's request and without the obligation to pay monetary consideration, consideration having been made and

acknowledged together with this Easement. If after conveyance the Park Board seeks to modify the improvements, it shall consult with and obtain Papillon's approval prior to beginning work on a modification.

g. Use and Occupancy. The easements granted herein together with the Permitted Improvements shall be free and open to the public during regular park hours, and may be used and occupied by persons for reasonable periods consistent with the customary use and occupancy of a public park and/or public sports complex. Provided, in the event Papillon finds that any person is using the Papillon Property in a manner that violates any term of this Easement, causes harm, creates a nuisance, or endangers the public health, safety or welfare, Papillon may require the person(s) to be removed from the Papillon Property.

h. Interference. No Party may grant other interests, rights or easements that allow the use of the easement areas or areas adjacent thereto that unreasonably interfere with the uses permitted through this Easement or the covenants set forth in this Section.

i. Obstructions. The Park Board agrees that the Park Property will remain free of vertical structures, such that Papillon can add aesthetic features (window glazing or other wall treatment) to its planned Papillon Development in compliance with the required building setbacks under the International Fire Code as adopted by the City of Spokane. Papillon shall retain the right to improve the Papillon Property together with its adjoining property and the Papillon Development, and to construct, install, inspect, repair and maintain private improvements and perform any other related functions or duties provided such do not materially interfere with the use and enjoyment of the Papillon Property by the Public.

6. INSURANCE. Papillon shall, at its sole expense, obtain and keep in force throughout the term of this Easement commercial general liability insurance on an occurrence basis with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) General Aggregate, naming the City of Spokane, Park Board, and SPFD including their respective officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Papillon's use and occupancy of the Easement Area. The Park Board or the SPFD, upon written notice to Papillon, no sooner than five (5) years from the Effective Date, may require modification of the liability limits for the insurance policy to reasonably reflect market conditions in Spokane, Washington.

7. INDEMNIFICATION. Papillon shall indemnify, defend and hold the Park Board and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from Papillon's improvement to, use, occupancy, management and maintenance of the Easement Area or from any activity, work or thing done, permitted or suffered by Papillon in or about the Easement Area, except to the extent such claim resulted from the act or omission of the Park Board's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Papillon's employees, agents or contractors.



The Park Board shall indemnify, defend and hold Papillon and SPFD, and their respective successors, assigns, tenants, and representatives harmless from all claims arising from the Park Board's use or occupancy of the Open Corridor Easement, or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Open Corridor Easement, except to the extent such claim resulted from the act or omission of Papillon's employees, agents or contractors, in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If any party has a claim or dispute under this agreement, written notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within fifteen (15) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be shared equally by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Each Party represents and warrants that he/she/it is duly authorized to execute and deliver this Easement in accordance with a duly adopted resolution of the Party's board, manager, or member(s), as the case may be, in accordance with its governing documents, and that this Easement is binding upon each Party in accordance with its terms.

10. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

**PARK BOARD:**

City of Spokane, Park Board  
Attn: Parks and Recreation Director  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**SPFD:**

Spokane Public Facilities District  
Attn: Chief Executive Officer  
720 West Mallon Avenue  
Spokane, WA 99201

**PAPILLON:**

Papillon Building, LLC  
Attn: Sheldon Jackson  
1516 W. Riverside, Suite 200  
Spokane, Washington 99201

The foregoing addresses may be changed by written notice to the other Parties as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Easement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the easement area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Easement, or waiver of any of its terms, shall be effective unless in writing duly executed by the Parties.

12. DEFAULT AND REMEDIES. The failure by Papillon to observe or perform any of the covenants, conditions or provisions of this Easement to be observed or performed by Papillon, where such failure shall continue for a period of sixty (60) days after written notice thereof by Parks to Papillon, shall constitute a default and breach of the Easement by Papillon; except when Papillon has begun the process to cure, which cannot be feasibly completed within 60 days, and thereafter diligently pursue completion of the cure. Upon the occurrence of a default by Papillon, Parks may perform such acts or work as the Park Board deems necessary to restore the easement area and improvements to the conditions which is required under this Easement, and demand that Papillon pay all reasonable costs and expenses incurred by the Park Board, plus interest at the maximum rate allowed by law, which amounts Papillon shall pay to the Park Board within thirty (30) days of the Park Board's request. This remedy is not exclusive and the Park Board's exercise of any right or remedy due to a default or breach by Papillon shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which the Park Board may have under this Easement or by law.

13. ATTORNEYS' FEES. In any action, except for mediation, brought under this Easement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute. For purposes of this Easement, the term "attorney fees and costs" shall mean the reasonable fees and expenses of legal counsel to the prevailing party and costs awarded by statute or rule.

This Easement is effective the day and year set forth above.

**PARK BOARD:**

**Spokane Public Facilities District:**

By: \_\_\_\_\_  
Its: Chair

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

**PAPILLON:**

By: \_\_\_\_\_  
Its: Manager

Attest:

Approved as to form:



On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Papillon Building, LLC, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of WA,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

EXHIBIT A

Legal Description and Illustration of Park Property

## EXHIBIT A

### OPEN CORRIDOR EASEMENT

A parcel of land located within the Northeast quarter of Section 18, Township 25 North, Range 43 East, Willamette Meridian, being more particularly described as follows;

Beginning at a point on the South line of the Plat of Keystone Addition, as recorded in Book A of Plats, Page 16, Records of Spokane County, Washington. Said point being the Southeast corner of Lot 28, Block 8 of said plat.

Thence following the eastern boundary of said lot 28, North 0°09'34" East, a distance of 100.00 feet, to the Northeast corner of said lot 28;

Thence continuing along an extension of said east line, North 0°09'34" East, a distance of 18.50 feet;

Thence running South 89°42'37" East, parallel with and 19.00 feet South of the centerline of Cataldo Avenue, a distance of 20.00 feet. Said Cataldo avenue being vacated under City of Spokane ordinance number C35820;

Thence running South 0°09'34" West, a distance of 65.29 feet;

Thence South 75°50'00" East, a distance of 12.52 feet;

Thence South 14°10'00" West, a distance of 51.68 feet, to a point on the South line of said plat of Keystone Addition;

Thence continuing South 14°10'00" West, a distance of 18.09 feet;

Thence South 36°18'35" West, a distance of 53.96 feet;

Thence South 14°24'32" West, a distance of 22.95 feet;

Thence South 71°51'35" West, a distance of 23.73 feet;

Thence North 14°24'32" East, a distance of 63.87 feet;

Thence North 75°35'23" West, a distance of 36.24 feet;

Thence North 89°50'26" West, a distance of 27.16 feet, to a point on the Eastern right of way of Howard Street;

Thence following said right of way, North 17°20'35" West, a distance of 20.97 feet, to a point on the South boundary of said plat of Keystone Addition;

Thence leaving said right of way, South 89°50'26" East, along said South plat boundary, a distance of 50.00 feet, to the Point of Beginning, and the terminus of this description;

Said parcel contains 6,869.07 square feet, or 0.16 acres, more or less.



EXHIBIT B

Legal Description and Illustration of Papillon Property



## EXHIBIT B

### PEDESTRIAN EASEMENT

A tract of land located in the Northeast quarter of section 18, Township 25 North, Range 43 East, Willamette Meridian, being a portion of Block 8 of the Plat of Keystone Addition to Spokane Falls, as recorded in Book A of Plats, Page 16, Records of Spokane County, being more particularly described as follows;

Commencing at the Northwest corner of lot 30 of said block 8;

Thence South 89°50'26" East, a distance of 100.00 feet, to the Northeast corner of said lot 30;

Thence North 0°09'34" East, along an extension of the line common to lots 29 and 30 of said block 8, a distance of 18.50 feet, to a point on the south line of the West Sportplex Access and Utility Easement, as reserved under ordinance C35820, vacating portions of Cataldo Avenue;

Thence South 89°50'26" East along said easement, a distance of 18.75 feet, to the **True Point of Beginning** of the following described tract;

Thence continuing South 89°50'26" East along said South line of easement, a distance of 10.00 feet;

Thence leaving said easement, South 0°09'34" West, a distance of 18.50 feet, to a point on the South right of way line of said vacated Cataldo Avenue;

Thence continuing South 0°09'34" West, a distance of 51.92 feet;

Thence South 89°50'26" East, a distance of 9.75 feet;

Thence South 0°09'34" East, a distance of 48.08 feet, to a point on the South line of said block 8;

Thence North 89°56'26" West along said South line of block 8, a distance of 10.00 feet;

Thence leaving said South line of block 8, North 0°09'34" East, a distance of 42.26 feet;

Thence North 89°50'26" West, a distance of 3.50 feet, to a point on the line common to lots 28 and 29, of said block 8;

Thence continuing North 89°50'26" West, a distance of 6.25 feet;

Thence North 0°09'34" East, a distance of 23.36 feet;

Thence North 89°50'26" West, a distance of 8.08 feet;

Thence North 0°09'34" East, a distance of 9.30 feet;

Thence North 89°50'26" West, a distance of 6.95 feet;

Thence North 0°09'34" East, a distance of 9.28 feet;

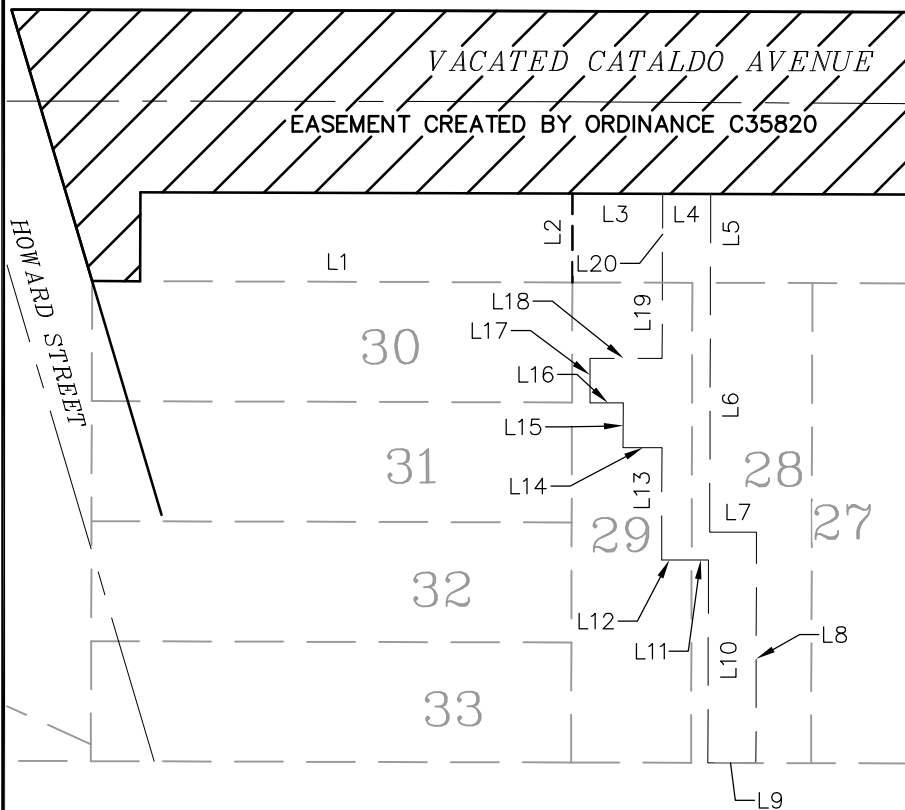
Thence South 89°50'26" East, a distance of 15.03 feet;

Thence North 0°09'34" East, a distance of 15.80 feet, to a point on the South right of way of said vacated Cataldo Avenue;

Thence continuing North 0°09'34" East, a distance of 18.50 feet, to the True Point of Beginning and the terminus of this description:

Said parcel contains 1,456.3 square feet, or 0.03 acres, more or less.

## EXHIBIT B EASEMENT



Parcel Line Table		
Line #	Length	Direction
L1	100.00	S89° 50' 26"E
L2	18.50	N00° 09' 34"E
L3	18.75	S89° 50' 26"E
L4	10.00	S89° 50' 26"E
L5	18.50	S00° 09' 34"W
L6	51.92	S00° 09' 34"W
L7	9.75	S89° 50' 26"E
L8	48.08	S00° 09' 34"W
L9	10.00	N89° 50' 26"W
L10	42.26	N00° 09' 34"E

Parcel Line Table		
Line #	Length	Direction
L11	3.50	N89° 50' 26"W
L12	6.25	N89° 50' 26"W
L13	23.36	N00° 09' 34"E
L14	8.08	N89° 50' 26"W
L15	9.30	N00° 09' 34"E
L16	6.95	N89° 50' 26"W
L17	9.28	N00° 09' 34"E
L18	15.03	S89° 50' 26"E
L19	15.80	N00° 09' 34"E
L20	18.50	N00° 09' 34"E

PROJ #: 19-2387  
 DATE: 06/08/20  
 DRAWN: DAC  
 APPROVED: DAC  
 SCALE: 1"=40'

**EXHIBIT B  
EASEMENT  
BEING A PORTION OF  
THE NORTHEAST QUARTER OF SECTION 18  
TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.**

**IWCE**

WHIPPLE CONSULTING ENGINEERS  
 21 SOUTH PINES  
 SPOKANE VALLEY, WASHINGTON 99206  
 PH: 509-893-2617 FAX: 509-926-0227

## EXHIBIT C

### Illustration of Papillon Development and Permitted Improvements



- 1. COLORED CONCRETE PAVING
- 2. RAISED CONCRETE BENCH
- 3. EXTERIOR STAIRS
- 4. PATIO ABOVE (LEVEL 2)
- 5. PROPOSED LANDSCAPE AREA
- 6. PROPOSED BASALT ROCK OR CONCRETE RETAINING WALL
- 7. CONCRETE STAIR W/ DECORATIVE RAILING SYSTEM
- 8. TERRACED SEATING AREA (BASALT ROCK)
- 9. PROPOSED SITE LIGHTING (FIXTURES SIMILAR TO PROMENADE FIXTURES)
- 10. PROPOSED INFORMATION KIOSK
- 11. PROPOSED STREET TREES
- 12. PROPOSED SEPARATED BIKE LANE
- 13. PROPOSED SPEED RAMP
- 14. PROPOSED SCREEN WALL
- 15. PROPOSED PLANTERS/LIGHT BOLLARDS
- 16. ACCESSIBLE PARKING STALL AND SIGNAGE
- 17. OUTDOOR SEATING AREA
- 18. PROPOSED GROTTO W/ CANETARY LIGHTING, GREEN WALL AND BUILT IN SEATING
- 19. CONCRETE SIDEWALK
- 20. PROPOSED CONNECTION TO RAMP
- 21. PROPOSED CONNECTION TO RAMP (@ LEVEL 2)
- 22. SPORTSPLEX SERVICE YARD
- 23. CONCRETE RETAINING WALL (SPORTSPLEX SCOPE OF WORK)
- 24. EXISTING PROMENADE
- 25. EXISTING BUTTERFLY SCUPLTURE
- 26. CONCRETE RAMP/WALK (SPORTSPLEX SCOPE OF WORK). SHOWN FOR REFERENCE ONLY.
- 27. PUBLIC RESTROOMS
- 28. DEDICATED PUBLIC ACCESS
- 29. PAPILLON AND (E) PARK BUILDING PROPOSED TRANSFORMER LOCATIONS

- - - - - Area indicated as Pedestrian Easement per Exhibit
- - - - - Scope of work - Sportsplex Facility

1 | OVERALL SITE PLAN

SCALE: 1" = 20'-0"



**Selkirk Development - South Papillon**

Spokane, WA | BWA: 19-06-131 | Design Review v1.0 |

May 2020



1 3D View 1

Papillon South Landscape Sheet List	
Sheet Number	Sheet Name
L2.01	Cover Sheet
L2.02	Site Plan
L2.03	Grading Plan
L2.04	Site Plan - Detail Key
L2.05	Site Lighting Plan
L2.06	Elevations
L2.07	Sections
L2.08	Sections
L2.09	Enlargements
L2.10	Details
L2.11	Details
L2.12	Accessibility Diagram
L2.13	Precedent and Character Images
L2.14	3D Views
L2.15	3D Views
W4.01	Type 4 Wayfinding Device Details
W4.02	Type 4 Wayfinding Device Details

**BWA** Bernardo Wills  
ARCHITECTS PC

153 SOUTH JEFFERSON SPOKANE WASHINGTON 99201 509.834.6111  
WWW.BERNARDOWILLS.COM

Copyright Bernardo Wills Architects, PC 2021

**Selkirk Development**  
**Papillon South Landscape**

531 West Callado Ave.  
Spokane, WA 99201

In Association With:

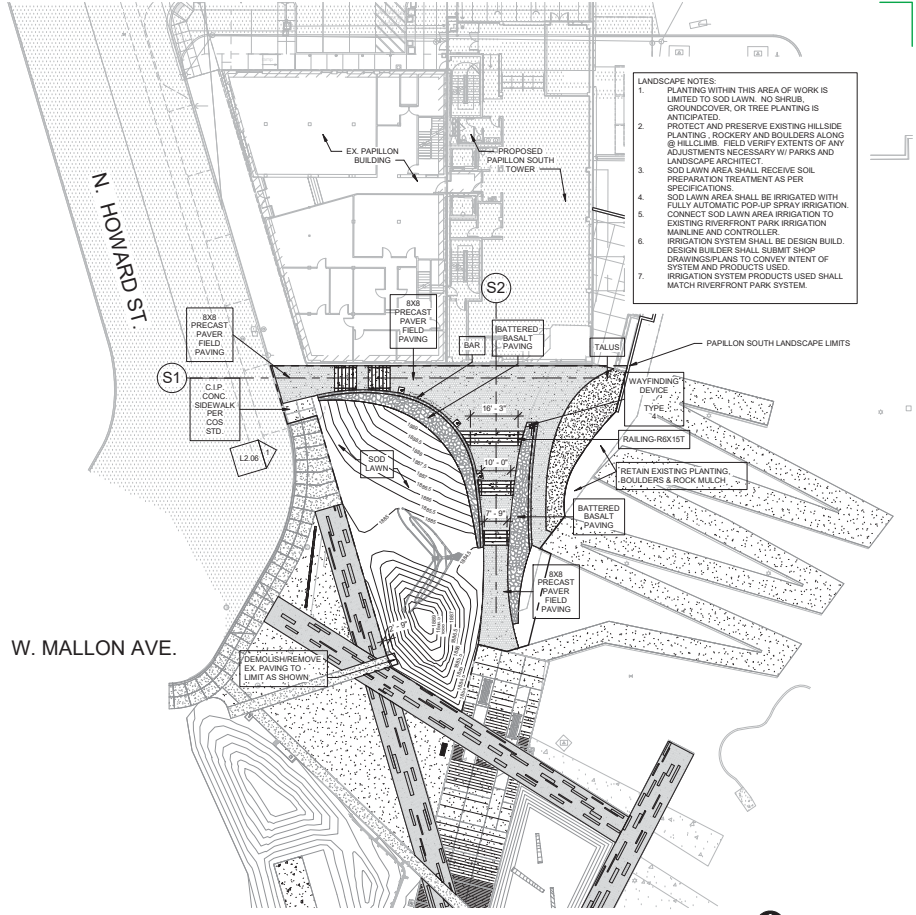
**berger**  
PARTNERSHIP  
1027 First Ave., Ste. 2  
Spokane, WA 99201  
206.325.6877  
bergerpartnership.com

PERMIT SUBMITTAL  
MAY 18, 2021

Cover Sheet

Project No: 19-06-131  
Drawn By: MM  
Date: 05.18.21

L2.01



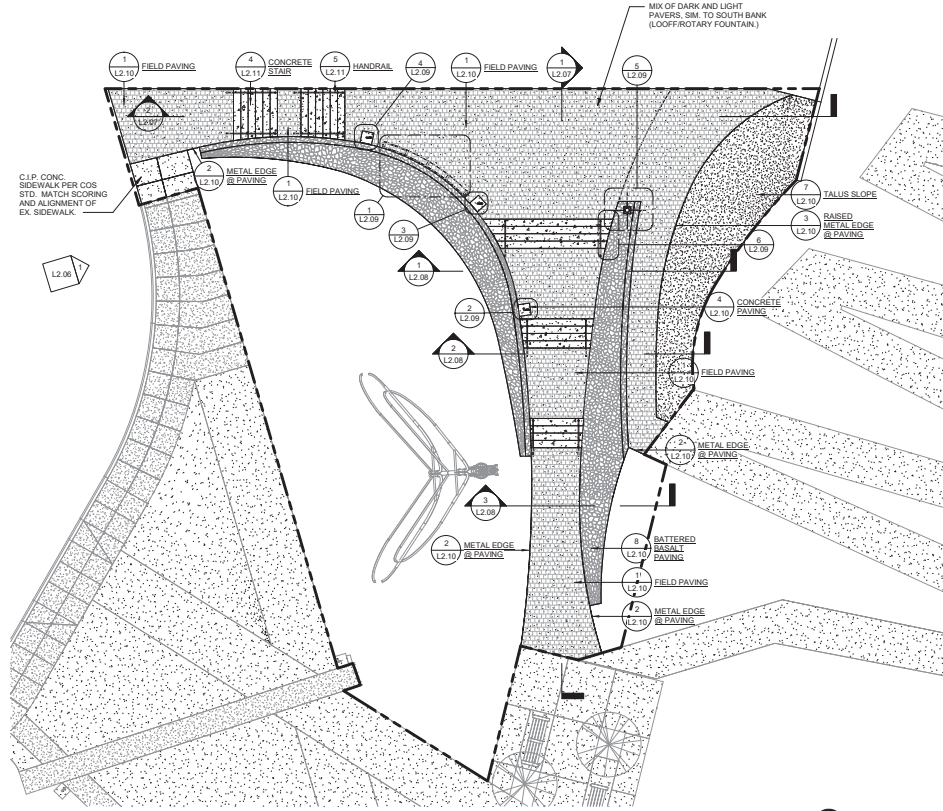
- LANDSCAPE NOTES:**
1. PLANTING WITHIN THIS AREA OF WORK IS LIMITED TO SOD LAWN. NO SHRUB, GROUND COVER, OR TREE PLANTING IS ANTICIPATED.
  2. PROTECT AND PRESERVE EXISTING HILLSIDE PLANTING, ROCKERY AND BOULDERS ALONG @ HILLCLIMB. FIELD VERIFY EXTENTS OF ANY ADJUSTMENTS NECESSARY W/ PARKS AND LANDSCAPE ARCHITECT.
  3. SOD LAWN AREA SHALL RECEIVE SOIL PREPARATION TREATMENT AS PER SPECIFICATIONS.
  4. SOD LAWN AREA SHALL BE IRRIGATED WITH FULLY AUTOMATIC POP-UP SPRAY IRRIGATION.
  5. CONNECT SOD LAWN AREA IRRIGATION TO EXISTING RIVERFRONT PARK IRRIGATION MAINLINE AND CONTROLLERS.
  6. IRRIGATION SYSTEM SHALL BE DESIGN BUILD. DESIGN BUILDER SHALL SUBMIT SHOP DRAWINGS/PLANS TO CONVEY INTENT OF SYSTEM AND PRODUCTS USED.
  7. IRRIGATION SYSTEM PRODUCTS USED SHALL MATCH RIVERFRONT PARK SYSTEM.

1 Site Plan  
1" = 20'-0"









1 Site Plan - Detail Key  
1" = 10'-0"



PERMIT SUBMITTAL  
MAY 18, 2021

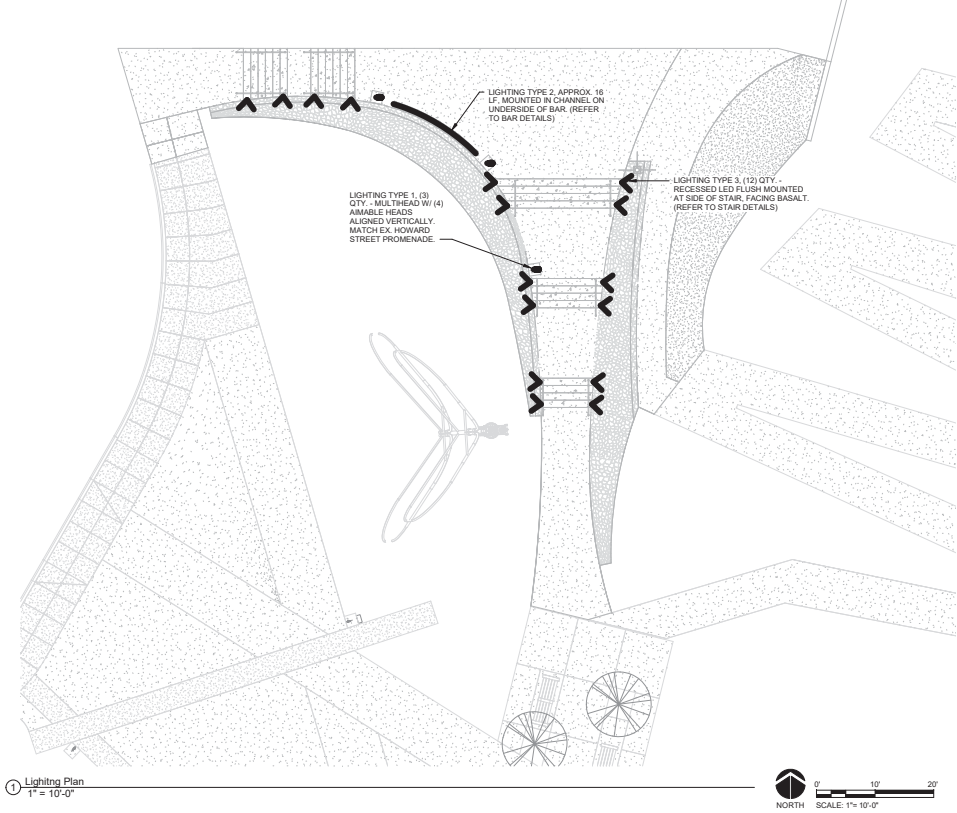
Selkirk Development  
Papilion South Landscape



Project No: 19-06-131  
Drawn By: MM  
Date: 05.18.21

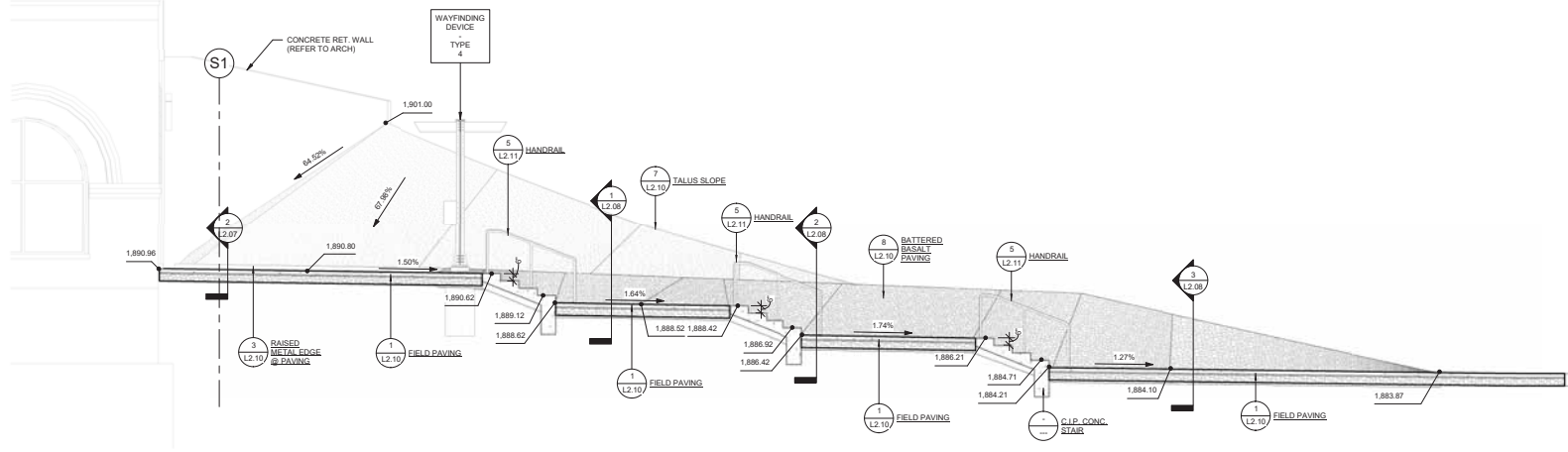
L2.04

Site Plan - Detail Key

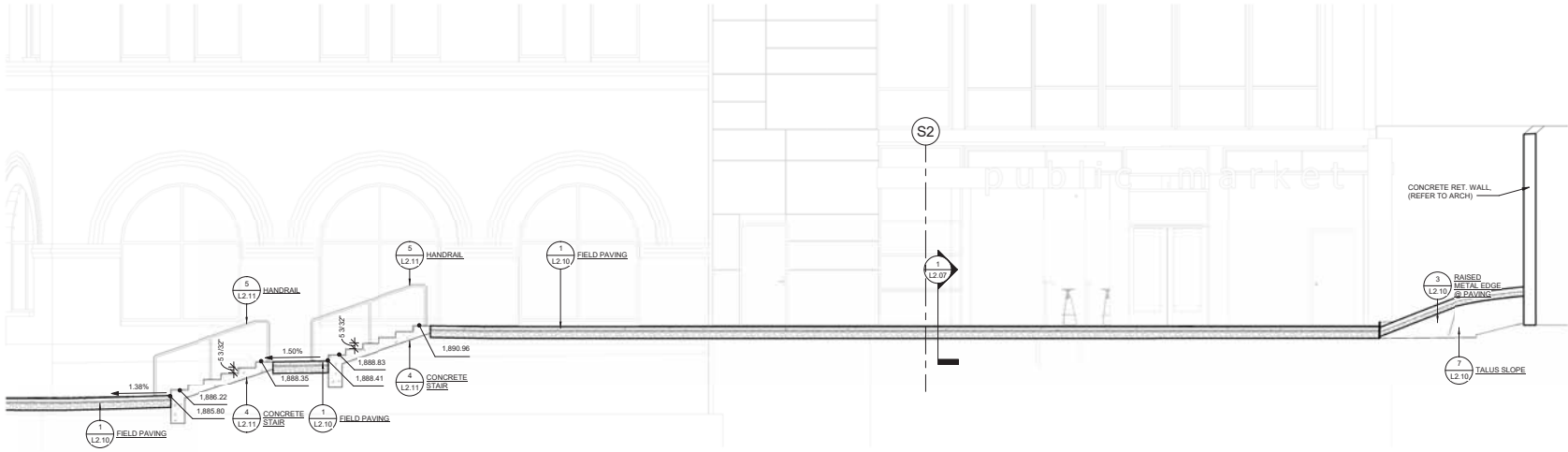


Lighting Plan  
1" = 10'-0"

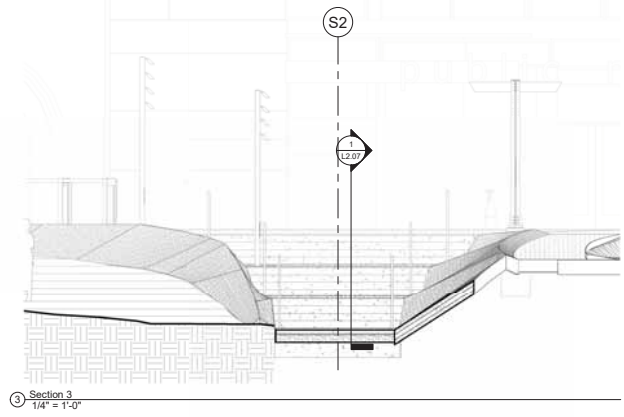
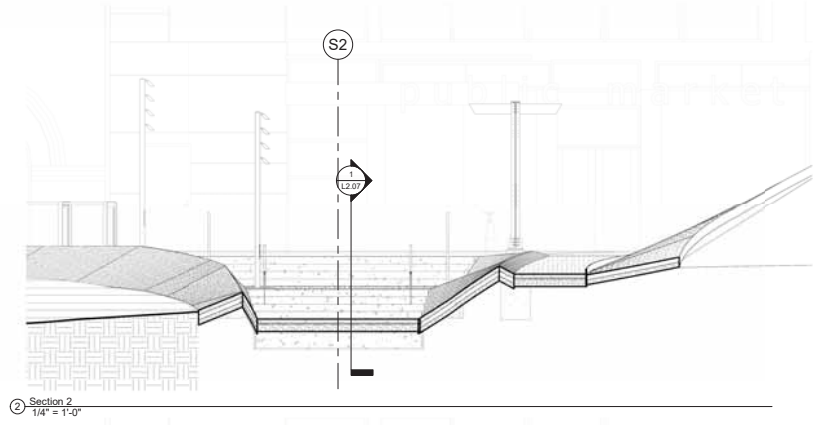
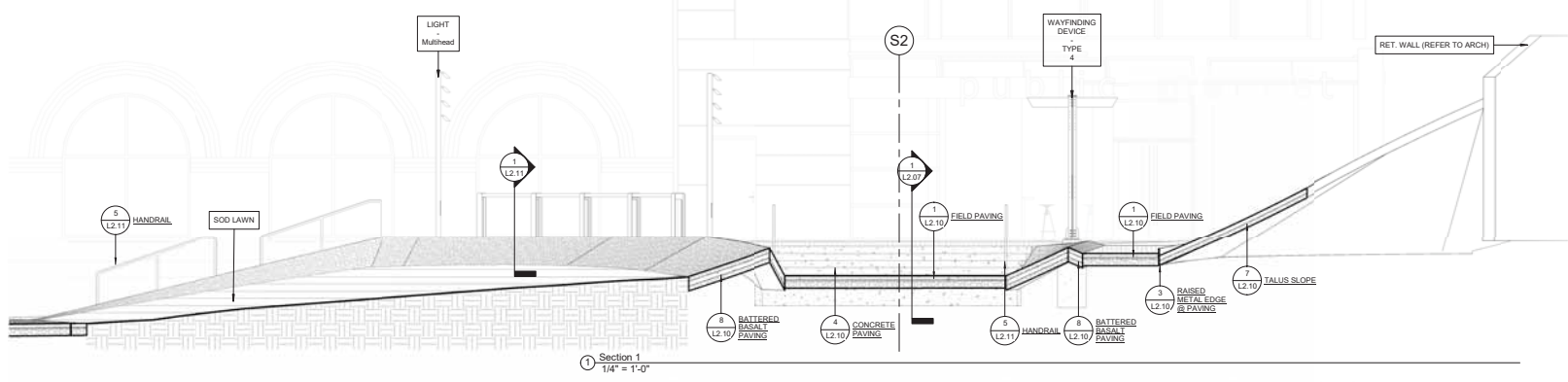




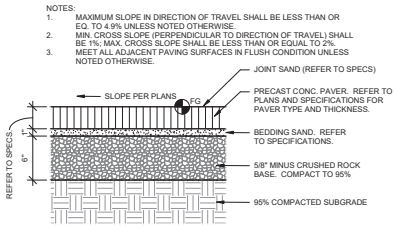
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1/4" = 1'-0"



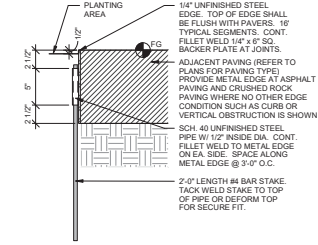
2 Section @ Grid 1  
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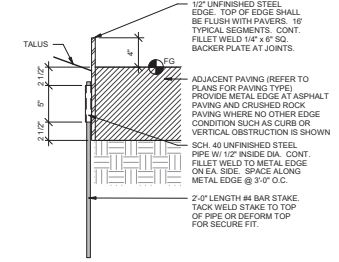
BWA Bernardo Willis ARCHITECTS PC  
 Selkirk Development Papiilon South Landscape  
 PERMIT SUBMITTAL MAY 18, 2021  
 Sections  
 Selkirk ARCHITECTS PC  
 Project No: 19-06-131  
 Drawn By: MM  
 Date: 05.18.21  
 L2.08  
 In Association With: **berger** PARTNERSHIP  
 1027 West Olive, Ste. 2  
 Spokane, WA 99201  
 borgerpartnership.com  
 509.838.4611  
 509.838.4605  
 WWW.BERNARDOWILLS.COM  
 SPOKANE WASHINGTON 99201  
 183 SOUTH JEFFERSON  
 COPYRIGHT BERNARDOWILLS ARCHITECTS, PC 2021



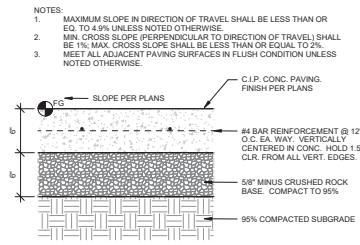
1 FIELD PAVING  
1 1/2" = 1'-0"



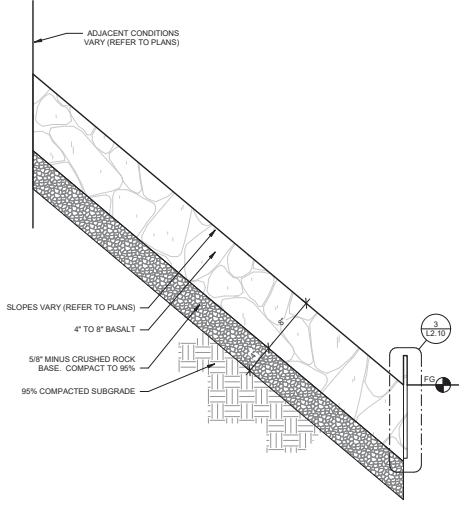
2 METAL EDGE @ PAVING  
1 1/2" = 1'-0"



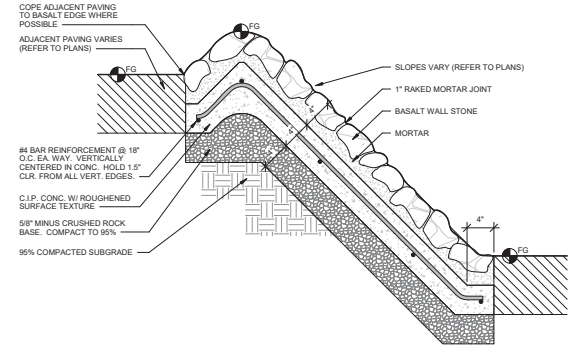
3 RAISED METAL EDGE @ PAVING  
1 1/2" = 1'-0"



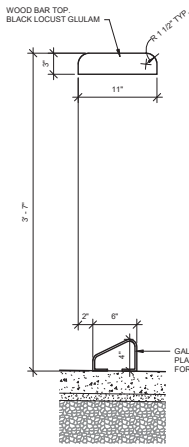
4 CONCRETE PAVING  
1 1/2" = 1'-0"



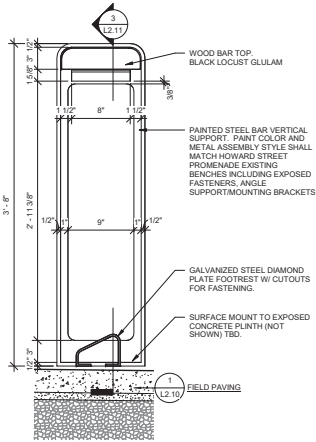
7 TALUS SLOPE  
1 1/2" = 1'-0"



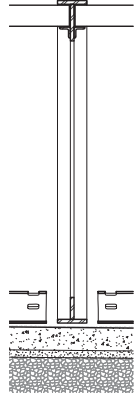
8 BATTERED BASALT PAVING  
1 1/2" = 1'-0"



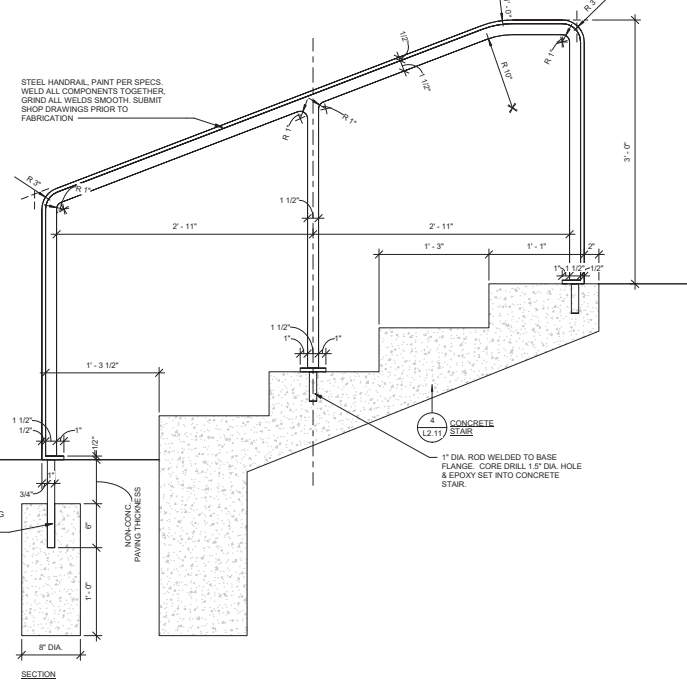
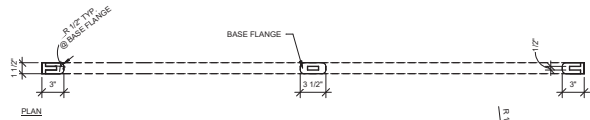
1 BAR TOP SECTION  
1 1/2" = 1'-0"



2 BAR SUPPORT SECTION  
1 1/2" = 1'-0"



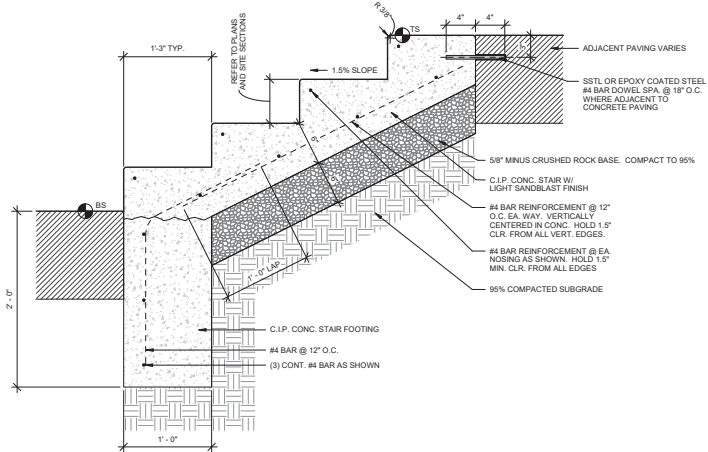
3 BAR SECTION BETWEEN SEGMENTS  
1 1/2" = 1'-0"



4 CONCRETE STAIR  
1 1/2" = 1'-0"

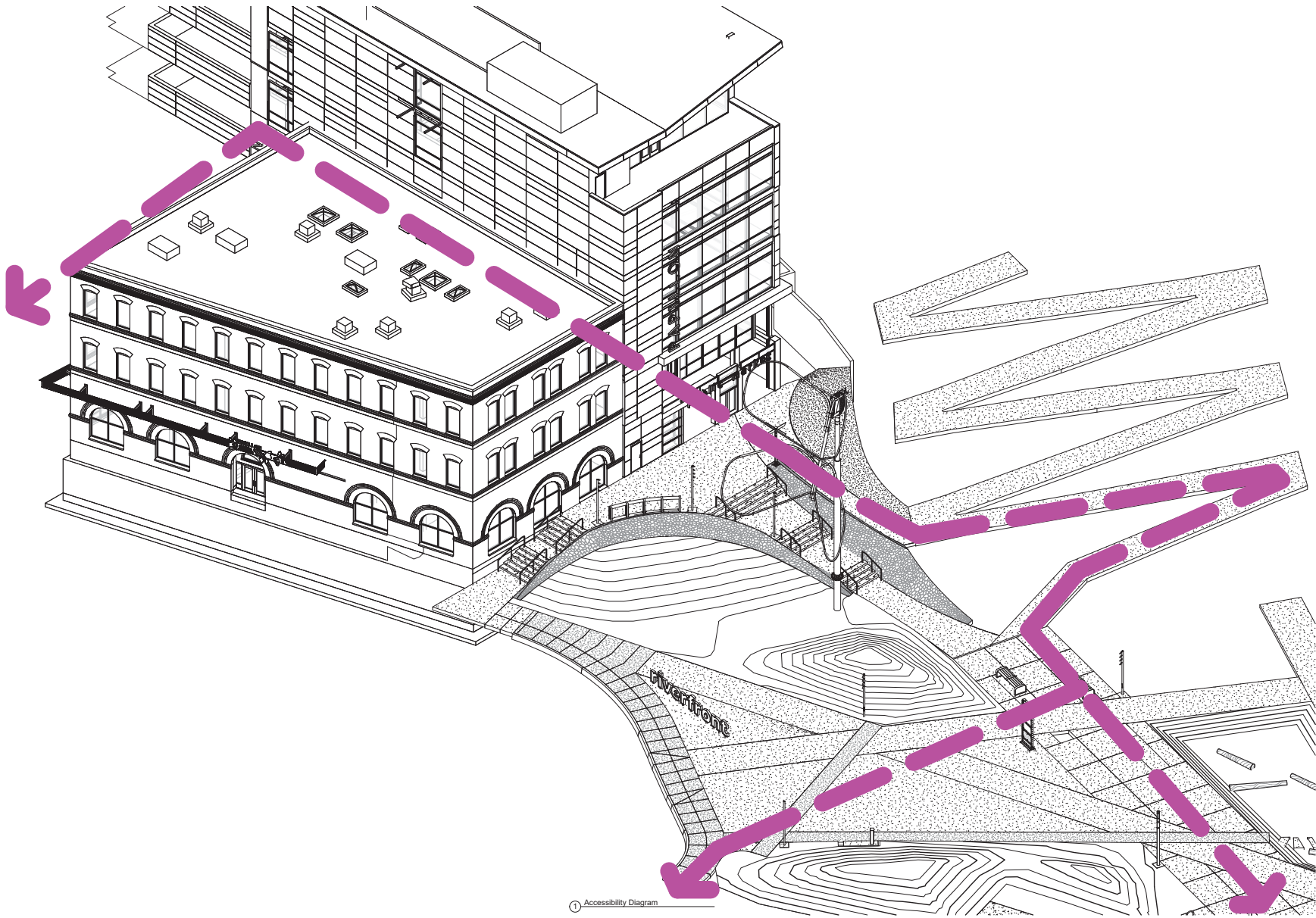


5 HANDRAIL  
1 1/2" = 1'-0"



CONCRETE STAIR  
1 1/2" = 1'-0"

5/17/2021 10:31:09 AM



① Accessibility Diagram





TALUS



PATH @ TALUS



BIG STEEL SITE FURNISHINGS



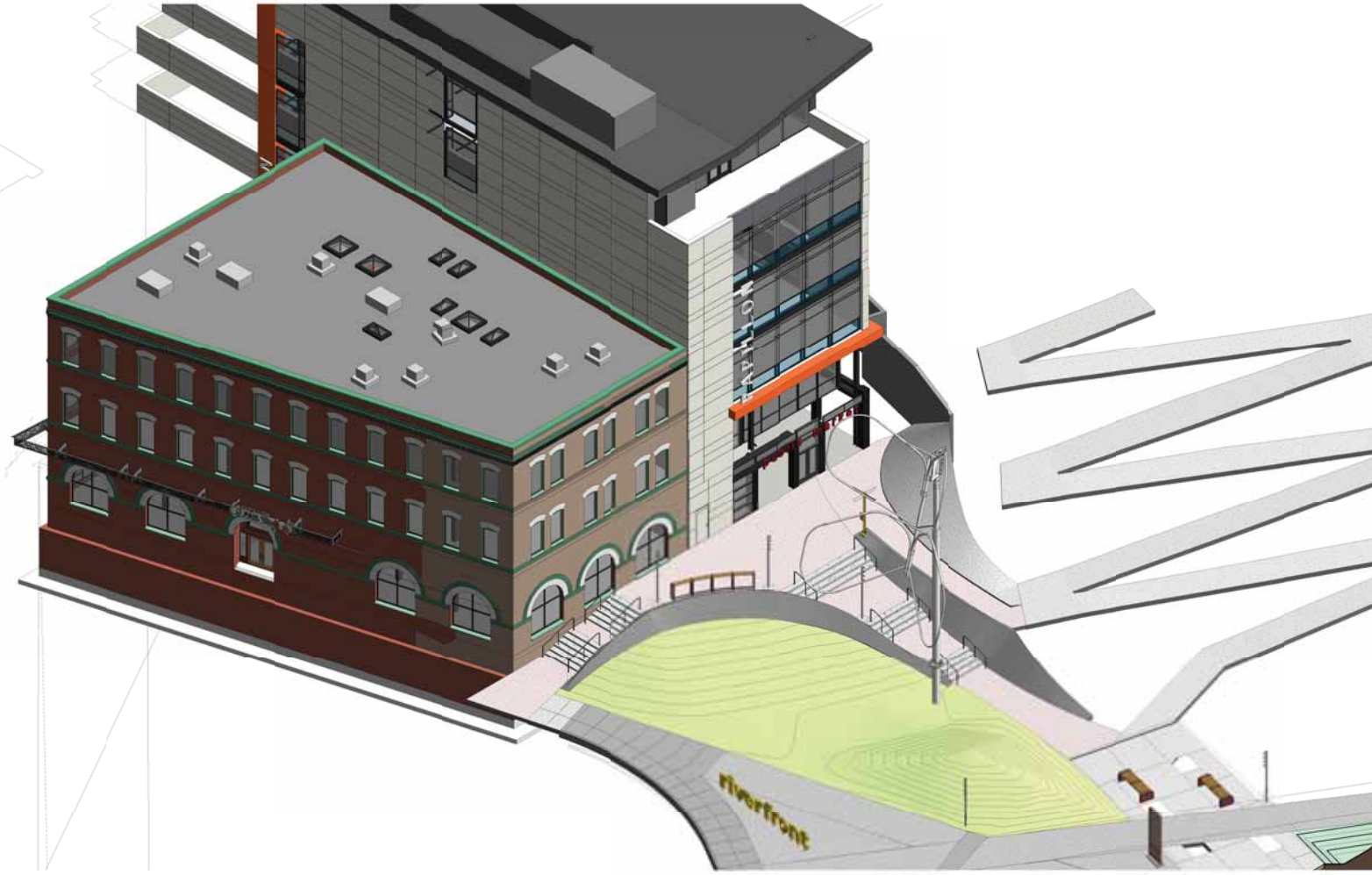
PRECAST PAVER FIELD PAVING & MOUNDED LAWN



BAR



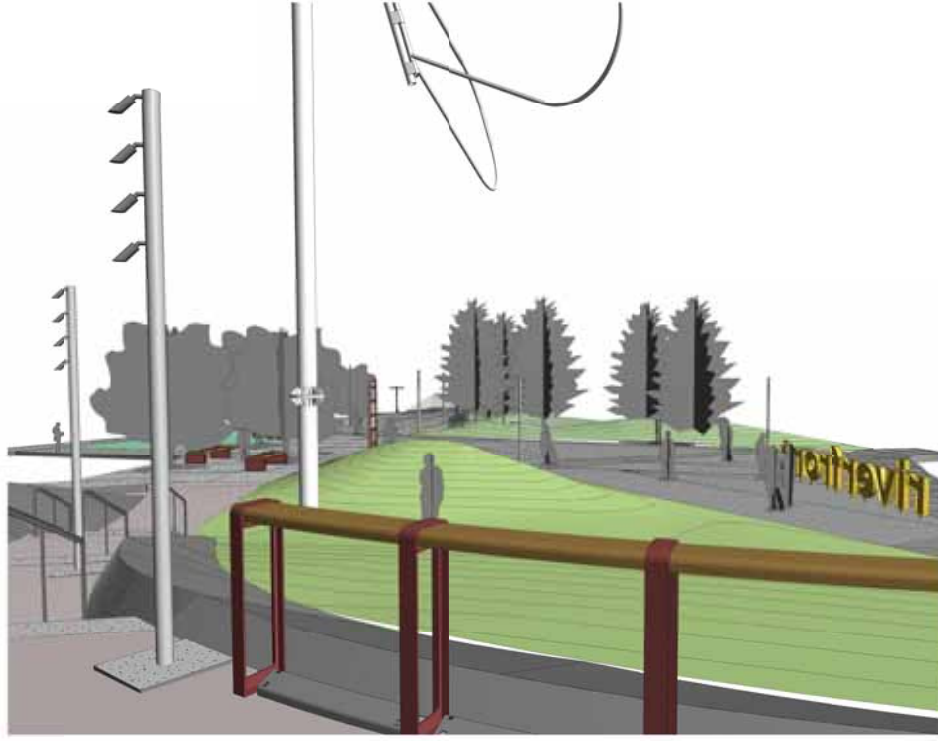
BATTERED BASALT CURVILINEAR FORM



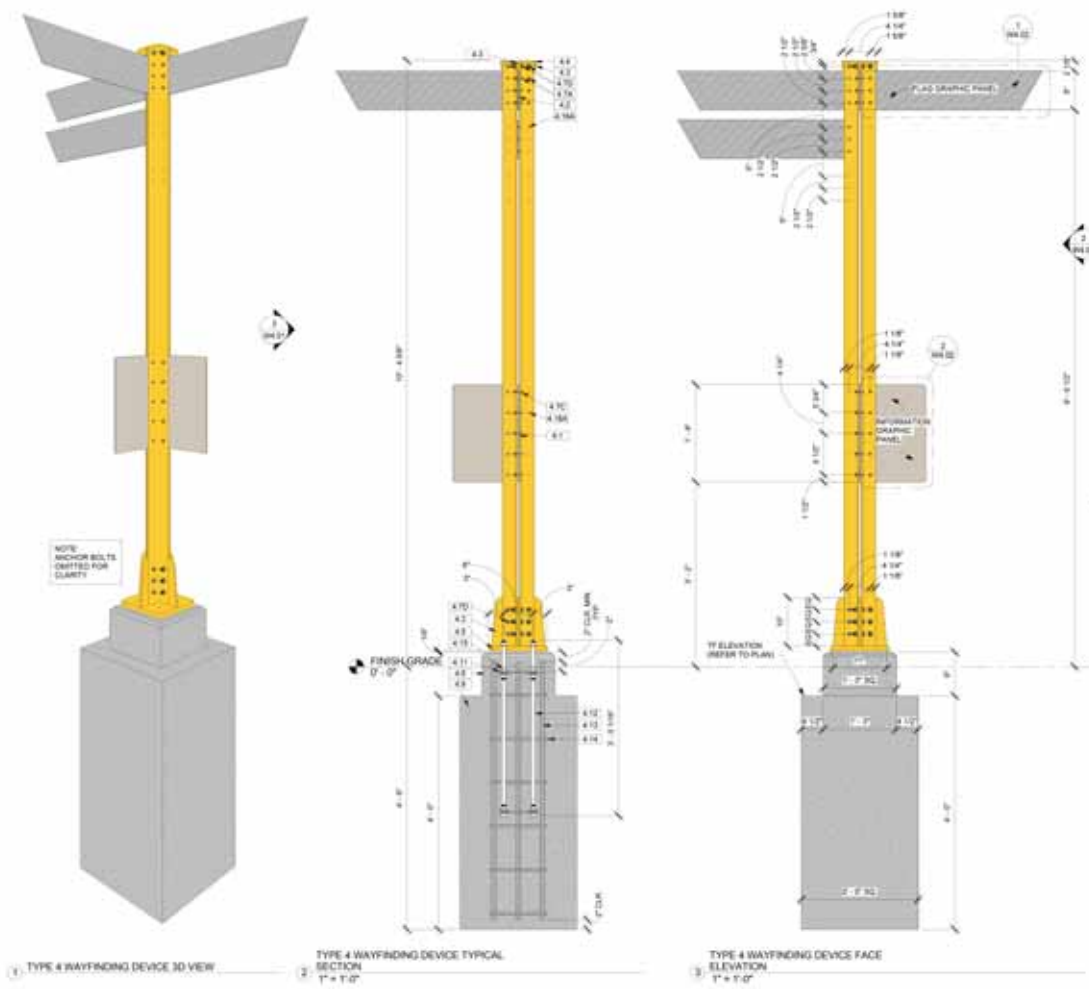
Overall Iso



① 3D View 2



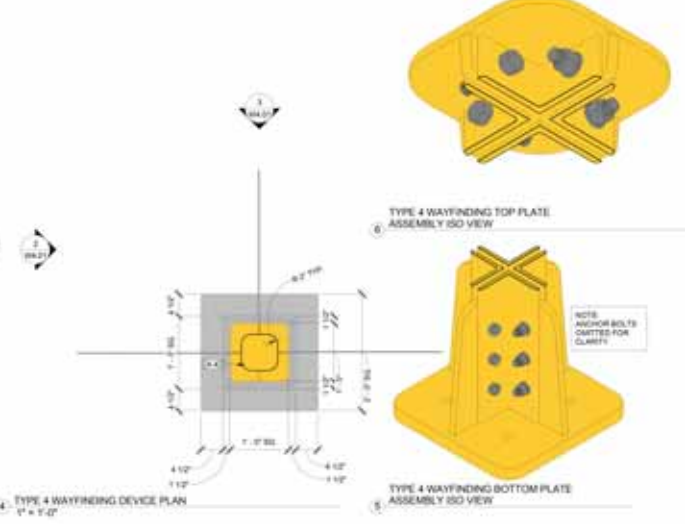
② 3D View 3



1 TYPE 4 WAYFINDING DEVICE 3D VIEW

2 TYPE 4 WAYFINDING DEVICE TYPICAL SECTION 1" = 1'-0"

3 TYPE 4 WAYFINDING DEVICE FACE ELEVATION 1" = 1'-0"



4 TYPE 4 WAYFINDING DEVICE PLAN 1" = 1'-0"

6 TYPE 4 WAYFINDING TOP PLATE ASSEMBLY ISO VIEW

5 TYPE 4 WAYFINDING BOTTOM PLATE ASSEMBLY ISO VIEW

**Keynote Legend**

Key Value	Keynote Text
4.1	ALUMINUM GRAPHIC PANEL (REFER TO WAYFINDING DEVICE TYPE 4 NOTES). ACTUAL QUANTITY OF ALUMINUM GRAPHIC PANELS AND GRAPHICS VARY BY LOCATION. REFER TO GRAPHIC PACKAGE.
4.2	3" X 3" X 1/4" STEEL ANGLE - MECHANICAL ATTACHMENT ONLY, NO WELDS. EA. ANGLE SHALL BE DRILLED TO ACCOMMODATE FASTENERS TO ACCOMMODATE MAXIMUM AMOUNT OF GRAPHIC PANELS POSSIBLE AND MECHANICAL ATTACHMENTS AS SHOWN (35 HOLES PER ANGLE).
4.3	1/2" STEEL TABS WELDED TO PLATE
4.4	3/8" X 7-1/2" STEEL PLATE CAP
4.5	1" STEEL PLATE
4.7A	1/4" DIA. GALV. HEX BOLT & NUT (GRIND/OUT BOLT FLUSH W/ NUT) - INSTALL ONLY WHERE ALUMINUM GRAPHIC PANEL IS PRESENT. ANGLE(S) SHALL BE DRILLED TO ACCOMMODATE FASTENERS EVEN IF NO INFORMATION PANEL IS PRESENT.
4.7C	1/4" DIA. GALV. HEX BOLT & NUT (GRIND/OUT BOLT FLUSH W/ NUT) - INSTALL ONLY WHERE CHPL. PANEL IS PRESENT. ANGLE(S) SHALL BE DRILLED TO ACCOMMODATE FASTENERS EVEN IF NO PANEL IS PRESENT.
4.7D	1/2" DIA. GALV. HEX BOLT & NUT
4.8	C.I.P. CONC. FOOTING PLINTH W/ 3/4" CHAMFER ALONG ALL EXPOSED (TOP/VERT). EDGES W/ SMOOTH FORM FINISH. CONCRETE SHALL BE EVEN/SMOOTH ONCE FORMS ARE REMOVED AND REQUIRE NO PATCHING. THIS FOOTING MAY BE PRECAST AT THE CONTRACTOR'S DISCRETION.
4.9	C.I.P. CONC. FOOTING OVER 90% COMPACTED SUBGRADE. THIS FOOTING MAY BE PRECAST AT THE CONTRACTOR'S DISCRETION.
4.11	1/4" STEEL BAR (TY); 2" WIDE BETWEEN ADJACENT ANCHOR BOLTS EA. WAY.
4.12	A325 GALV. STEEL ANCHOR BOLT ANCHOR BOLT. 5/8" DIA.
4.13	(8) #7 BAR SPA. EVENLY
4.14	(8) #4 BAR TIES EQ. SPA. @ 3" MAX.
4.15	DOUBLE NUTS TIGHT TO BAR
4.16A	HOLE (CONFIRM SIZED TO ACCOMMODATE 1/4" DIA. GALV. STEEL HEX BOLT)

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		
<b>Committee meeting date</b>	July 1, 2021		
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Riverfront Park North Bank Dog Park Letter of Intent with Falls, LLC		
<b>Begin/end dates</b>	Begins: 07/08/2021	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Background/history:</b>			
<p>The Falls has proposed to develop a dog park in Riverfront Park immediately adjacent the proposed 'Falls Towers' project as an amenity for the citizens of Spokane and nearby residents.</p> <p>The Falls proposes to develop the dog park to Parks' satisfaction and in a manner and quality consistent with other recent improvements in Riverfront Park. Additionally, The Falls proposes to design and construct the project at no cost to Parks of the City of Spokane and will be responsible for regular maintenance of the facility for 20 years.</p> <p>The letter of intent does not create a binding legal obligation on the Parties.</p>			
<b>Motion wording:</b>			
Motion to approve letter of intent for development of the Riverfront Park North Bank Dog Park with Falls, LLC.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: The Falls, LLC.			
Name:		Email address:	Phone:
<b>Distribution:</b>			
Parks – Accounting		Garrett Jones	
Parks – Pamela Clarke		Berry Ellison	
Requester: Nick Hamad			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

June 29, 2021

City of Spokane, Parks Department  
Attn: Garrett Jones, Parks Director  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

The Falls, LLC  
Attn: Larry Stone  
2800 E. Main Avenue  
Spokane, WA 99202

***Re: Proposed Dog Park in Riverfront Park***

Ladies and Gentlemen:

The purpose of this letter (the "Letter of Intent") is to set forth the preliminary interest and understanding of both the City of Spokane, by and through the Spokane Parks and Recreation Department ("Parks") and The Falls, LLC, a Washington limited liability company ("The Falls") with respect to the possibility of establishing a public dog park in Riverfront Park adjacent to a mixed-use project The Falls plans to develop. Parks and The Falls are each sometimes referred to collectively as the "Parties" and individually as a "Party."

This Letter of Intent shall not create a binding legal obligation on the Parties, or on the part of any other person or entity, until such time as definitive agreements providing for all of the terms, covenants, conditions and understandings relating to the proposed dog park are executed and binding. The Parties further represent to each other that upon the execution of this Letter of Intent they will individually and collectively exercise good faith and best efforts to take all actions reasonably necessary to fulfill the terms and intent set forth herein, subject to necessary approvals of the above-referenced definitive agreements.

1. Background and Purpose. The Falls owns certain property on the northern bank of the Spokane River and adjacent to Riverfront Park. The Falls previously received approval for a mixed-use project on this site as reflected in the Spokane City Hearing Examiner File No. Z17-418SCUP, relating to a Shoreline Conditional Use Permit Application by the Falls, LLC for a mixed-use project at 829 W. Broadway to be known as the Falls (the "Project"). As a potential amenity for the citizens of Spokane including nearby residents, The Falls has proposed to develop a dog park in Riverfront Park immediately adjacent to the Project. Parks desires to renovate the park grounds and rehabilitate the park shelter at this location to improve public safety, enhance visual access to the river corridor, and provide additional park amenities to the public. The Parties wish to set forth the conditions under which The Falls will develop a public dog park in Riverfront Park.

2. Description of Dog Park. The dog park that the Parties envision is generally depicted in Exhibit A and is envisioned to include new walkways/pathways to a river overlook, a rehabilitated park shelter, new fencing, new lighting, existing historic rock walls, renovated landscaping & irrigation, and appurtenances as required. (the “Dog Park”). It is anticipated the detailed design layout of the Dog Park and its amenities will be modified from Exhibit A in order to comply with applicable development regulations and incorporate public feedback as appropriate. The historic park shelter will be rehabilitated in a manner consistent with the requirements of the City’s Historic Preservation Office and Washington Department of Archaeology and Historic Preservation. The existing historic rock walls lining pathways to the suspension bridge will remain as will the bridge towers and existing underground utilities. All proposed improvements shall meet all permit and building requirements of authorities having jurisdiction and shall be mutually acceptable to The Falls and Parks prior to commencement of construction activity. Once completed and dedicated to Parks, the Dog Park will be integrated into Riverfront Park and will be open to the public during regular park hours and its use will be subject to all park rules including those rules specific to Riverfront Park.

3. The Falls Responsibilities.

- a. The Falls will develop the Dog Park to Parks’ satisfaction and in a manner and quality that is consistent with the other improvements that have been completed recently in Riverfront Park, and which is incorporates feedback from and is acceptable to the project design steering committee established by Parks, all at no cost or expense to Parks and/or the City of Spokane.
- b. The Falls will be responsible for detailed design of the Dog Park, including contracting and payment of consultants as required, and will also be responsible for appropriate permitting.
- c. Upon completion of the Project and subject to removal of current restrictions in the vacated portion of Post Street, The Falls shall deed to Parks that area on the eastern edge of its property as depicted in Exhibit A.
- d. Upon completion of the Dog Park, The Falls shall dedicate and donate the park and all improvements constructed thereon to Parks. Thereafter,
- e. The Falls will be responsible for regular maintenance of the Dog Park for a period of twenty (20) years.
- f. The Falls will obtain and keep in force throughout the term of the arrangement commercial general liability insurance satisfactory to Parks and naming Parks and the City of Spokane as additional insured, and The Falls will indemnify, defend, and hold Parks and the City of Spokane harmless from all claims arising from The Falls’ maintenance of the Dog Park or from any activity, work or thing done, permitted or suffered by The Falls in or about the Dog Park, except to the extent such claim resulted from the act or omission of Parks’ and/or City of Spokane employees, agents or contractors in which case the indemnify provision will be

valid and enforceable only to the extent such claim arose from the act or omission of The Falls' employees, agents, or contractors.

- g. The falls will be responsible for opening and closing the Dog Park. Dog Park shall remain open to the public for hours as established by Parks.
  - h. The Falls will be granted all naming rights to the Dog Park in keeping with Park Department naming policies for the duration of the 20 year maintenance commitment.
4. Parks' Responsibilities.
- a. Parks shall convene a design steering committee consisting of stakeholders from the park staff, businesses and residents adjacent to the proposed dog parks, and the general public to provide input during the design process.
  - b. Parks will be responsible for expenses related to utilities within the site for the duration of the agreement.
  - c. Parks will be responsible for enforcing all park rules within the Dog Park for the duration of the agreement.

4. Timing of the Dog Park Project. The Parties anticipate possible Park Board approval of definitive agreements regarding the foregoing by mid-2021. Assuming the Parties finalize such definitive agreements, the Parties anticipate design and permitting of the Dog Park in Winter 2021 through Spring 2022 and completion of the Dog Park construction by end of 2022. To facilitate development of the foregoing, each Party is requested to return this Letter of Intent by August 1, 2021.

This is a non-binding document having no legal effect. The Parties understand that all costs, expenses and fees ("Expenses") related to this Letter of Intent shall be paid by the party incurring such Expenses without recourse against the other party. No claim for Expenses or liability of any kind related to this Letter of Intent shall be based upon reliance, estoppel, or equity. In the event the Parties do not reach agreement on the public access easements and parkway, this Letter of Intent shall terminate without any liability to the Parties.

Sincerely,

---

Director, Spokane Parks & Recreation



**City of Spokane Parks and Recreation**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

**The Falls, LLC**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_





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

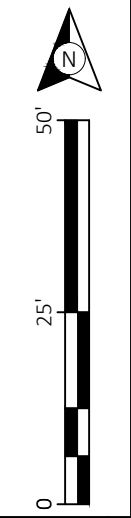
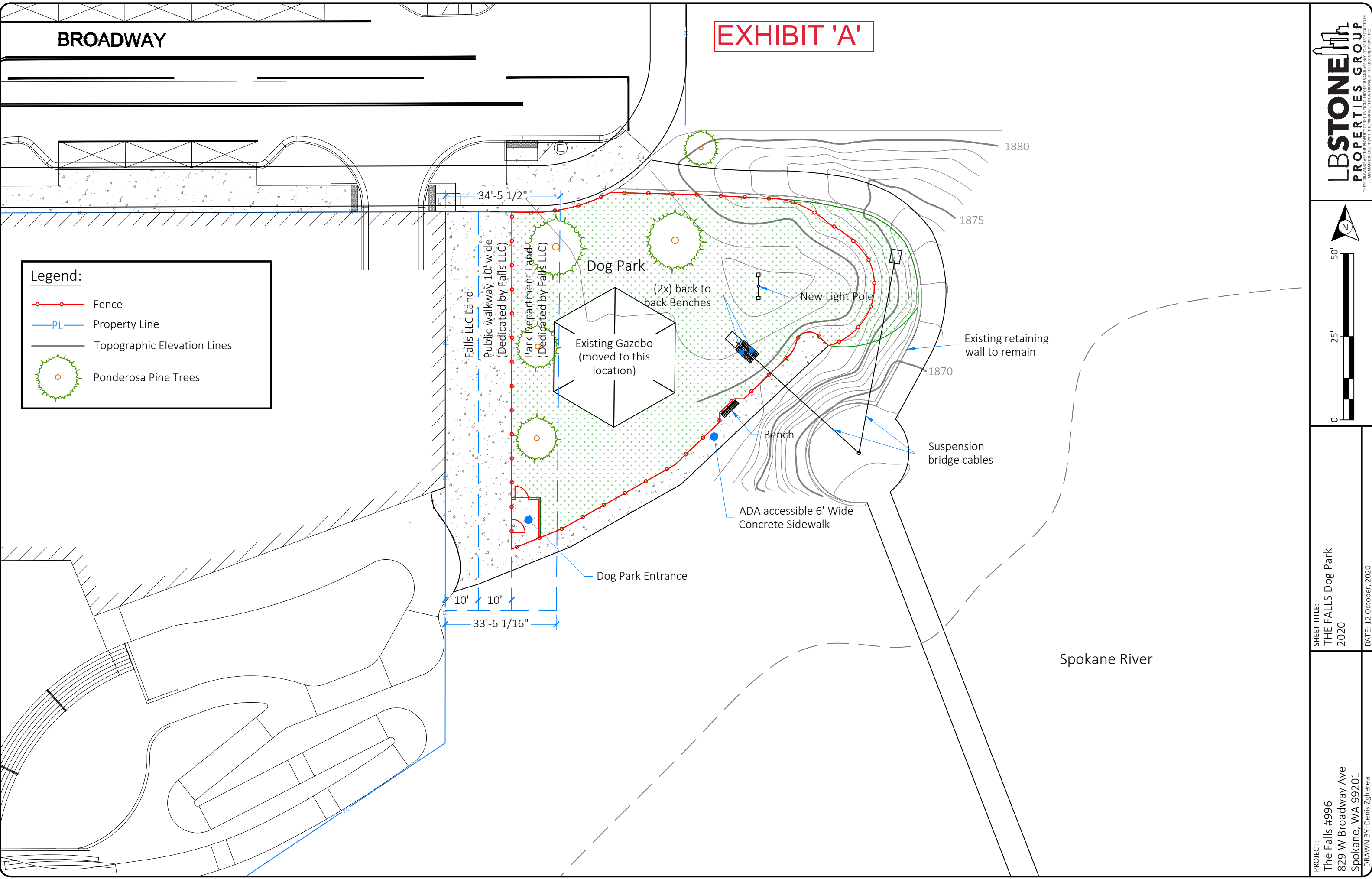
Date: \_\_\_\_\_

BROADWAY

EXHIBIT 'A'

**Legend:**

-  Fence
-  Property Line
-  Topographic Elevation Lines
-  Ponderosa Pine Trees



Spokane River

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee		
<b>Committee meeting date</b>	July 1, 2021		
<b>Requester</b>	Jonathan Moog	<b>Phone number:</b> 625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)			
<b>Item title:</b> (Use exact language noted on the agenda)	Hooptown USA Courts Memorandum of Understanding with Spokane Hoopfest Association		
<b>Begin/end dates</b>	Begins: 07/08/2021	Ends: 07/08/2024	<input type="checkbox"/> Open ended
<b>Background/history:</b>	City will provide Spokane Hoopfest Association exclusive use of Hooptown USA Courts for Hoopfest and league play and use of adjacent parking lot for Hoopfest event and one three-day activation annually. Hoopfest will provide 6 free public activations and contribute three thousand dollars (\$3,000) annually into Hooptown Court maintenance fund.		
<b>Motion wording:</b>	Approve Memorandum of Understanding with Spokane Hoopfest Association for use of Hooptown USA Courts		
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No		
If so, who/what department, agency or company:	Name: Matt Santangelo Email address: matt@spokanehoopfest.net Phone: 509-624-2414		
<b>Distribution:</b>	Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:		
<b>Fiscal impact:</b>	<input type="radio"/> Expenditure	<input checked="" type="radio"/> Revenue	
Amount:	\$3000	Budget code:	1950 account
<b>Vendor:</b>	<input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor		
<b>Supporting documents:</b>	<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



**City of Spokane**  
**Parks & Recreation Department**

**Title: MEMORANDUM OF UNDERSTANDING  
BETWEEN RIVERFRONT PARK DEPT AND  
SPOKANE HOOPFEST ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING is between the **City Of Spokane Riverfront Park Department**, a municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as (“City”), and **Spokane Hoopfest Association**, whose address is 421 West Riverside Suite 115, Spokane, Washington, 99223, as the (“Hoopfest”) and, together, as the “Parties”.

WHEREAS Riverfront Park desires to activate and promote the use of Riverfront park for recreation; and,

WHEREAS Spokane Hoopfest Association desires a public facility to host youth and adult basketball; and,

WHEREAS Riverfront Park and Spokane Hoopfest Association would like to enter into this Memorandum of Understanding of their Agreement;

NOW, THEREFORE, Riverfront Park hereby partners with Spokane Hoopfest Association for the use of HoopTown USA Courts and adjacent parking lot and the Parties agree as follows:

**1. TERM OF MOU.**

The term of this MOU is for three (3) years to begin July 8, 2021 and ending July 8, 2024, unless amended by written agreement or terminated earlier under the provisions. This agreement may be extended by mutual agreement with written notification at least thirty (30) prior to expiration.

**2. SCOPE OF WORK**

City will provide Hoopfest exclusive use of HoopTown USA Courts (“Courts”) for Hoopfest and league play and use of adjacent parking lot for Hoopfest and one three-day activation annually. Hoopfest will provide 6 free public activations and contribute three thousand dollars (\$3,000) annually into Courts maintenance fund.

**3. SPECIFIC TASKS:**

**RIVERFRONT PARK DEPARTMENT RESPONSIBILITIES:**

- A. City will reserve use of Hooptown USA courts for Hoopfest league play Sunday, Tuesday and Thursday evenings between 5:00 PM and 10:00 PM during April 15 through June 1 and July 15 through September 1. Actual dates may vary within a week of this schedule and may change if mutually agreed upon by both parties.
- B. City will permit the use of Washington Street Parking lot (formerly Lot #1) for the Friday, Saturday, and Sunday of Hoopfest. Hoopfest will keep the parking lot entrance open (intersection) for official City of Spokane vehicles and employees and customers of Broadview Dairy building. The small parking lot immediately south of the Broadview Dairy building is privately owned and not subject to use through this MOU. City will work with Hoopfest to find suitable staging location for equipment the Thursday proceeding Hoopfest.
- C. City will ensure courts are free of debris, broomed clean and safe for public use prior to Hoopfest use. City will also replace all nets when worn or damaged and coordinate major repairs as needed.
- D. City will provide one period of three consecutive days in addition to Hoopfest for use of Courts for league play and parking lot for event activation. Use of dates require two-month advance notice and are subject to availability of existing confirmed park events and activities. Dates may not coincide with park concerts, holidays or other major events. Parking lot will be charged at five hundred dollars (\$500) per day of use and no additional fee will be assessed for use of Hooptown USA courts.
- E. City recognizes that Hoopfest may require use of individual parking spaces to support Hoopfest activations. City will provide individual parking spaces on as-needed basis for \$3.50 per day.
- F. City will provide reasonable storage space (approximately 36 square feet) for Hoopfest League equipment within adjacent M&O facility or yard.
- G. Riverfront will post and maintain a sign with open play and league hours on courts.

**SPOKANE HOOPFEST ASSOCIATION RESPONSIBILITIES:**

- A. As full consideration for the rights and privileges granted Hoopfest hereunder, Hoopfest shall pay three thousand dollars (\$3000) annually by the end of each calendar year to the Riverfront Park Hooptown USA Courts reserve fund.
- B. Hoopfest will complete use of courts with sufficient in order to secure storage items inside M&O facility or yard by 10:00 PM.
- C. Hoopfest agrees, at their expense, to maintain (repair or replace) displays in the small adjacent shelter for Hoopfest Hall of Fame and court's sound system.
- D. Hoopfest will ensure courts and immediate area is free of trash and spills after each use.
- E. Hoopfest to provide six (6) free annual public activation to be mutually agreed upon. Each activation is considered one per day. Public activations are considered to be small community engagement events such as a basketball fitness series or clinic provide free of cost to the city and attendees.

- F. Hoopfest agrees to abide by all park rules and will ensure compliance of their staff and participation to the best of their ability.

**4. TERMS FOR PARK USAGE / EXCLUSIONS:**

- A. The standard Court configuration is defined as five basketball hoops at standard height without foam post pads or as mutually agreed by both parties. Modifications to the configuration Courts will be the responsibility of the requesting party. Changes to standard configuration shall be restored to standard configuration following each use. Damage resulting from modifications will be the responsibility of the facilitating party to repair. Pads will be stored at City M&O facility for Hoopfest use.
- B. Hoopfest may secure sponsorships for the Hooptown USA Courts and basketball hall of fame, which will be subject to written approval by the City. Sponsorships may not conflict with current park sponsorship agreements or activity. City reserves the right to sell sponsorship and activate the courts and hall of fame with current or future park sponsors. Both City and Hoopfest shall be entitled to a twenty percent (20%) commission payable directly to itself on any sponsorship fees associated with the courts or hall of fame, less any costs associated with securing the sponsors and/or sponsorship activation. Hooptown and City will share the remainder of the sponsorship fee equally between parties.
- C. Nothing in this MOU is intended to establish exclusive user rights of the Hooptown USA Courts. City reserves the right to permit use of Hooptown USA courts to other parties so as long as it does not impact scheduled dates for Hoopfest and league play.
- D. City reserves the right to delay, cancel, or suspend use of any Riverfront Park facility, including Hooptown USA courts and parking lot, with or without notice due to emergent conditions or situations including but not limited to: medical responses, law enforcement situations, noncompliance with park rules/usage agreement, or any other situation where preservation of public safety and peace outweigh the necessity to use the facility.
- E. City reserves the rights to food and beverage services. Food and beverage service including the sale, distribution or sampling of beverages must be pre-approved and coordinated directly with Riverfront Park management.
- F. Hoopfest shall have administrative access to use fixed sound system during times of Hoopfest activation on Hooptown USA Courts. All amplified sounds and music whether through Hooptown USA Court sound system or other sources must comply with City ordinance. Amplified sound may not be played after 10:00 pm.
- G. Hoopfest is responsible for obtaining any special event permits and agreements for event activity outside of league play and will comply with other city-mandated permitting regulations. Hoopfest agrees to adhere to Riverfront Park's event Terms of Use

**5. TAXES, FEES AND LICENSES.**

- A. Hoopfest shall pay and maintain in current status, all necessary licenses, fees,

assessments, permit charges, etc. necessary to conduct the work included under this MOU. In addition, Hoopfest shall pay leasehold excise tax applicable to this MOU, if any. It is Hoopfest's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this MOU shall be included in the project budgets.

## **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **7. INDEMNIFICATION.**

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

## **8. INSURANCE.**

Hoopfest is required to provide insurance coverage in addition to what the city has in place.

- A. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Hoopfest activities under this Agreement.
- B. Property Damage and Loss of Use Insurance for Hoopfest's personal property. Furthermore, Hoopfest may purchase and maintain such insurance as will insure against loss of use of the premises due to fire or other hazards, however caused as Hoopfest waives all rights of actions against the City for loss of use of the premises, including consequential losses, due to fire or other hazards, however caused.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from Hoopfest, or its insurer(s), to the City. As evidence of the insurance coverages required by this Agreement, Hoopfest shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. Hoopfest shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**9. TERMINATION.**

Either party may terminate this MOU, with or without cause, by ten (10) days written notice to the other party.

**10. ANTI KICK-BACK.**

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

**11. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (Attachment A)**

Hoopfest has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

**12. MISCELLANEOUS PROVISIONS:**

- A. **Amendments/Modifications:** This MOU may be modified by the City in writing when necessary, and no modification or Amendment of this MOU shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. This MOU shall be construed and interpreted under the laws of Washington. The venue



of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. **Waiver:** No covenant, term or condition shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of a breach of any covenant, term or condition shall not be deemed a waiver of any succeeding breach of the same. The acceptance by the City of any performance by Hoopfest shall not constitute a waiver by the City or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. Hoopfest, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

**SPOKANE HOOPFEST ASSOCIATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

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

