



**CITY OF SPOKANE PARK BOARD
RIVERFRONT PARK COMMITTEE**

4 p.m. Monday, Dec. 5, 2022
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

X Nick Sumner – Chair
Kevin Brownlee – Absent/Excused
Hannah Kitz – Absent/Excused
X Gerry Sperling

Park Board:

Jennifer Ogden

Parks Staff:

Berry Ellison
Nick Hamad
Garrett Jones
Rhett McCall

Summary

- Utilities/Parks Interdepartmental Agreement Amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax) was presented by Garrett Jones
- Environmental Covenant with Washington Department of Ecology was presented by Berry Ellison

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. Jan. 9, 2023, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:08 p.m. by committee chair Nick Sumner.

Nick Sumner appointed Jennifer Ogden as a voting member of the Committee for today's meeting.

Public comment: None

Action Items:

A. [Utilities/Parks Interdepartmental Agreement Amendment/Riverfront Park parking lots \(Revenue: \\$96,865, no tax\)](#) – *Garrett Jones* presented. This is the second amendment for an agreement from April 9, 2016. Two Riverfront parking lots (familarly Lot 6 and the Bosch lot) have been used as construction lay-down sites for two construction projects: the north bank CSO tank and Post Street construction. The agreement is for annual compensation per parking stall occupied during the projects. The amendment extends the agreement to the end of 2023, as the Post Street bridge construction was delayed. The amendment will be taken to City Council for approval for the transfer of City funds to Parks.

- **Motion #1** – Nick Sumner moved to recommend the Utilities/Parks Interdepartmental Agreement Amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax)

Gerry Sperling seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the Dec. 8 Park Board meeting agenda.

B. [Environmental Covenant with Washington Department of Ecology](#) – *Berry Ellison* presented. As Riverfront Park was redeveloped, soil testing found various contaminants. With guidance from the Washington Department of Ecology, serious contaminants, such as diesel fuel and arsenic, were removed from the site and properly disposed of. Other, lesser contaminants (much of which likely originated with the great Spokane fire) were contained by “capping” them beneath buildings or beneath at least 12 inches of clean soil. Berry stressed the endeavors that were made to ensure that people and pets within Riverfront were absolutely protected and mentioned that the handling of the brownfield at Riverfront has been hailed as a model treatment. The proposed covenant would be an agreement in perpetuity (moving with the property should it be leased or sold), stating that any future disturbance of the soil within Riverfront, apart from routine maintenance activities as outlined, would require communication with the Washington Department of Ecology no less than 60 days in advance. Maintenance staff will be able to continue daily operations within the Park as outlined, with training on protocols in handling minor contact with the contaminated soil.

- **Motion #2** – Nick Sumner moved to recommend the B.Environmental Covenant with Washington Department of Ecology

Jennifer Ogden seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the Dec. 8 Park Board meeting agenda.

Adjournment: The meeting was adjourned at 4:51 p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. Jan. 9, 2023, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	December 5, 2022		
Requester	Jonathan Moog	Phone number: (509)625-6243	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	2016-0370		
Item title: (Use exact language noted on the agenda)	Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax)		
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2023	<input checked="" type="checkbox"/> Open ended
Background/history:	<p>Utilities Division desires continued use of Riverfront Park parking lots during construction of the Post Street Bridge. This amendment extends the prior agreement by 1 year and allows for prorated monthly payments should Post St Bridge Construction complete sooner than Dec 2023. Utilities and integrated Capital Management has been using various portions of Riverfront parking lots formerly known as as the Bosch lot (lot# 7) and lot #6 since 2016 for the purpose of constructing a Combined Sewer Overflow (CSO) tank on premises, a lay-down yard for CSO construction adjacent to the Downtown Library and construction of the Post St Bridge. Should Park Board approval be given, this amendment will need to be approved by City Council before it may be fully executed.</p>		
Motion wording:	Approve Utilities/Parks interdepartmental agreement amendment for \$96,865		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company: City of Spokane			
Name: Marlene Feist		Email address: mfeist@spokanecity.org	Phone: 509-625-6505
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:		
Fiscal impact:	<input type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	96,865	Budget code:	1400-54370-76901-36250
Vendor:	<input checked="" type="radio"/> Existing vendor	<input type="radio"/> New vendor	
Supporting documents:			
<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
**AMENDMENT TO
INTERDEPARTMENTAL AGREEMENT**
Title: BOSCH LOT PROPERTY

THIS INTERDEPARTMENTAL AGREEMENT AMENDMENT is between the City of Spokane, Utilities Division, on behalf of the Water-Wastewater Management Department, whose address is Second Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Water-Wastewater Department" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks Department," hereinafter jointly referred to as the "Parties".

WHEREAS, on November 30, 2011, and May 4, 2015, the Parties entered into Interdepartmental Agreements for CSO Control Facilities and Stormwater Surface and Infiltration Facilities to be sited on Parks Property; and

WHEREAS, the Parties recorded permanent easements for CSO and stormwater projects installed on Parks-owned properties, including the Bosch Lot Property, which is located at the northwest corner of Summit Boulevard and Lincoln Street; and

WHEREAS, the Parties would like to use Riverfront Park Lot 6 as a staging area for the Post Street Bridge Project; and

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

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

1. CONTRACT DOCUMENTS.

The original Agreements, dated November 30, 2011, and May 4, 2015, and the first Amendment attested by the City Clerk on May 2, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2023 and shall remain in effect until the earlier of completion of the two (2) construction projects or December 31, 2023.

3. AMENDMENT.

The Original Agreement and First Amendment are revised to include the following:

3. CONSIDERATION: The parties agree as follows:

b. Utilities will pay to Parks for the number of parking stalls used during the duration of each project. The expected number of stalls for the Bosch Lot is 42 charged at a rate of \$924 per stall annually and upper portion of Parking Lot #6 is 29 charged at a rate of \$2003 per stall annually. Total annual compensation is \$96,865.

d. Utilities will pay Parks a prorated share on a **monthly** basis of EIGHT THOUSAND SEVENTY TWO AND 8/100 DOLLARS (\$8,072.08) for the term of this Agreement or when the contractor for the Post Street Bridge Project vacates Bosch Lot, whichever action occurs first.

4. TERMINATION.

Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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

**CITY OF SPOKANE PARKS
AND RECREATION DEPARTMENT**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Approved:

Approved:

Attorney for Park Board

Director of Utilities Division

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	December 5, 2022		
Requester	Jonathan Moog	Phone number: (509)625-6243	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	NA		
Item title: (Use exact language noted on the agenda)	Environmental Covenant With Washington Department of Ecology		
Begin/end dates	Begins:	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:	<p>Riverfront Park entered into an Voluntary Cleanup Program (VCP) agreement with Washington Department of Ecology when the park renovation began in 2016. Most of the park has contaminated soils due to the industrialization of the site prior to 1973. Due to the cost of removing these soils during the renovation project the soils remained on site and approved caps were added to prevent contact by the public. Since contamination remains on-site, the Dept of Ecology requires the City to adhere to an environmental covenant to protect the public in perpetuity. The covenant outlines the process that must be used when contaminated soils are exposed or come into contact with subsurface soils.</p>		
Motion wording:	Approve Environmental Covenant with Washington Department of Ecology		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If so, who/what department, agency or company: Washington Department of Ecology			
Name: Sandra Treccani		Email address: SATR461@ECY.WA.GOV	Phone: 509-724-1205
Distribution:	bellison@spokanecity.org		
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Jonathan Moog			
Grant Management Department/Name:			
Fiscal impact:	<input type="radio"/> Expenditure	<input type="radio"/> Revenue	
Amount:	Budget code:		
NA	NA		
Vendor:	<input type="radio"/> Existing vendor	<input type="radio"/> New vendor	
Supporting documents:			
<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
Original Signed Covenant to:
Sandra Treccani
Toxics Cleanup Program
Department of Ecology
4601 N Monroe
Spokane, WA 99205

Environmental Covenant

Grantor: City of Spokane, a Washington municipal corporation

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: AN AREA COMPRISED OF 13 TAX PARCELS LYG IN PTNS OF THE NE1/4 AND S1/2 OF S18 T25N R43E, W.M., as further described in Exhibit A and depicted in Exhibits B & C.

Tax Parcel Nos.: 35184.0069; 35185.0041; 35185.0076; 35185.0077; 35181.0032, 35181.4237; 35183.0057; 35183.0065; 35183.1422; 35183.1423; 35183.1434; 35183.1435; 35183.1437

RECITALS

- a.** This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b.** The Property that is the subject of this Covenant is part or all of a site commonly known as Riverfront Park Spokane, Facility Site ID 11445, Cleanup Site ID 13026. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c.** The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Arsenic, lead, polycyclic aromatic hydrocarbons, diesel
Groundwater	none
Surface Water/Sediment	none

- d.** It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the

site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents:

- Riverfront Park Soil Management Plan, Revision 1 GeoEngineers, May 4 2017
- Riverfront Park Revitalization – Pavilion Construction and Soil Reuse Memo, GeoEngineers, May 3 2018
- Riverfront Park Revitalization – North Bank, GeoEngineers, December 18, 2019
- Riverfront Park Revitalization – North Bank, GeoEngineers, January 14, 2020
- 2016 and 2017 Riverfront Park Soil Management Report, GeoEngineers, July 13 2018
- 2018 Riverfront Park Soil Management Report, GeoEngineers, June 7 2019
- 2019 Riverfront Park Soil Management Report, GeoEngineers, May 4 2020
- 2020 Riverfront Park Soil Management Report, GeoEngineers, December 14 2020

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

City of Spokane, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. Protection of Human Health and the Environment. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any soil disturbing activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual soil contamination remaining on the Property.

c. Expressly Permitted Activities. Activities expressly permitted by Exhibit D are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant. However, inclusion of an activity in Exhibit D does not constitute approval for any environmental permits, approvals, or orders that may be necessary for activities on the Property.

d. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation,

maintenance and monitoring of remedial actions and continued compliance with this Covenant. Grantor shall continue to improve soil conditions with appropriate protections in areas not addressed by this remedial action, as opportunities arise.

e. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property. For the purposes of this Covenant, lease does not include temporary use of any portion of the property for services and event permits.

f. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Land use.

Public Park: The remedial action for the Property is based on a cleanup designed for a public park. As such, the Property shall be used in perpetuity only for a public park and all uses the Grantor deems to be incidental to such use. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, grazing of animals, and growing of food crops.

b. Containment of soil/waste materials.

The remedial action for the Property is based on containing contaminated soil under various caps consisting of either a minimum of 12” of clean soil and vegetation, impervious material such as concrete or asphalt, or a building/structure and located as illustrated in Exhibit C. The primary purposes of this cap are to minimize the potential for contact with contaminated soil, prevent runoff from contacting contaminated soil, and minimize airborne contaminants. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

1. Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology, which approval Ecology shall not unreasonably condition, delay, or withhold. The Grantor shall report to Ecology within seventy-two (72) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.
2. The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology, which approval Ecology shall not unreasonably condition, delay, or withhold. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.
3. The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

c. Stormwater facilities.

To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property without Ecology's approval, which approval shall not be unreasonably conditioned, delayed, or withheld. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

Section 3. Access.

a. The Grantor shall maintain clear access necessary to inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any title or ownership interest in any part of the Property, including but not limited to title, easement, lease as defined in Section 1(d), and security or other interests, must:

- i.** Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii.** Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE SPOKANE COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii.** Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons.

Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Parks and Recreation Director City of Spokane 808 W. Spokane Falls Blvd # 5 Spokane, WA 99201 (509) 625-6200 parks@spokanecity.org	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed; provided, Ecology’s approval shall not be unreasonably delayed, conditioned, or withheld.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant, the intent being to allow future amendments or termination of the Covenant without Ecology having to seek court authorization, as provided by RCW 64.70.100.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within thirty (30) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's reasonable and direct costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this _____ day of _____, 20__.

by: _____

Title: _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the _____ [TYPE OF AUTHORITY] of _____ [NAME OF PARTY BEING REPRESENTED] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

by: _____

Title: _____

Dated: _____

STATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

Exhibit A

LEGAL DESCRIPTION

Parcel Number: 35181.4237

18-25-43; PTN OF NE ½ OF 18-25-43; KEYSTONE ADD, LTS 8 TO 27, BLK 8

Parcel Number: 35185.0041

18-25-43 PTN OF S1/2 OF 18-25-43 DAF; BEG AT NE COR OF SPOKANE FALLS BLVD & POST ST; TH E ALG N LN OF SPOKANE FALLS BLVD 2,063.14 FT M/L TO NW COR OF SPOKANE FALLS BLVD & SPOKANE FALLS COURT SD CORBEING 712.00 FT E OF NE COR OF SPOKANE FALLS BLVD & WASHINGTON ST; TH N ALG THE W LN OF SPOKANE FALLS COURT PAR TO & 712.00 FT E OF E LN OF WASHINGTON ST 158.00 FT TO NW COR OF SPOKANE FALLS COURT; THE ALG N LN OF SPOKANE FALLS COURT PAR TO N LN OF SPOKANE FALLS BLVD 32.50 FT; TH N 7|22'21" W 10.08 FT; TH N 9|06'49" W 10.14 FT; TH N 11|33'02" W 10.21 FT; TH N 12|38'46" W 10.25 FT; TH N 13|27'41" W 10.28 FT; TH N 15|04'31" W 10.36 FT; TH N 17|58'11" W 10.51 FT; TH N 22|59'28" W 10.87 FT; TH N 22|00'48" W 3.82 FT; TH N 0|06'00" E PAR TO E LN OF WASHINGTON ST 47.95 FT; TH N 38|55'11" E 10.24 FT TO PT OF CUR OF NON-TANG 25.00 FT RAD CUR RIGHT CTR OF CIRCLE WHICH BEARS S 30|02'53" E; TH NELY ALG ARC OF SD CUR THRU CENTRAL ANGLE OF 30|08'53" 13.16 FT TO A PT 742.00 FT E OF E LN OF WASHINGTON ST & 301.00 FT N OF N LN OF SPOKANE FALLS BLVD; TH N 0|06'00" E PAR OF E LN OF WASHINGTON ST 12.00 FT; TH N 38|55'11" E 67.76 FT; TH N 45|04'17" E 40.45 FT; TH N 59|22'56" E 68.56 FT; TH S 29|04'04" E 47.23 FT TO A PT 895.01 FT E OF E LN OF WASHINGTON ST & 388.00 FT N OF THE N LN OF SPOKANE FALLS BLVD; TH S 89|49'30" E PAR TO N LN OF SPOKANE FALLS BLVD 730.38 FT TO W LN OF DIVISION ST; TH DUE N ALG W LN OF DIVISION ST 77.03 FT TO PT OF CUR OF NON-TANG CONCAVE 195.00 FT RAD CUR TO LEFT CTR OF CIRCLE WHICH IS ON LN OF DIVISION ST 195.00 FT S OF SD PT OF CUR; TH SWLY ALG ARC OF SDCUR THRU CENTRAL ANGLE OF 31|23'12" 106.82 FT TO PT OF REVERSE CUR OF 150 FT RAD TO THE RIGHT; TH SWLY ALG ARC OF SD CUR THRU A CENTRAL ANGLE OF 18|18'01" 47.91 FT TO PT 145.71 FT W OF W LN OF DIVISION ST & 418.00 FT N OF N LN OF SPOKANE FALLS BLVD & CTR OF CIRCLE OF WHICH PT BEARS N 13|05'11" W 150.00 FT; TH N 89|49'30" W PAR TO N LN OF SPOKANE FALLS BLVD 251.29 FT TO PT 397.00 FT W OF W LN OF DIVISION ST; TH DUE N PAR TO W LN OF DIVISION ST 130.46 FT; TH N 83|49'30" E 84.09 FT; TH N 87|26'15" E 176.33 FT; TH N 83|41'15" E 86.86 FT; TH N 85|38'45" E 51.05 FT TO PT ON W LN OF DIVISION ST 580.03 FT N OF N LN OF SPOKANE FALLS BLVD; TH N ALG THE W LN OF DIVISION ST TO PT 380.00 FT N OF NE COR OF BLK 10 OF HAVERMALES ADD; TH W 100.00 FT; TH N PAR TO W LN OF DIVISION ST 180 FT TO CTRLN OF MAIN STREAM OF SPOKANE RIVER; TH WLY ALG CTR LN OF MAIN STREAM OF SPOKANE RIVER TO ITS INT W/ CTR LN OF S CHANNEL OF SPOKANE RIVER; TH SLY & SWLY ALG CTR LN OF S CHANNEL OF SPOKANE RIVER TO ITS INT W/ SWLY LN OF LOT 42 OF HAVERMALE ISLAND ADD EXT 115.00 FT M/L TO SE INTO RIVER; TH NWLY ALG SD EXT LN 115.00 FT TO SELY COR OF LOT 42; TH NLY & WLY ALG ELY & NLY BOUNDARIES OF LOTS 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, MCBROOM'S AVE (NOW VAC), LOTS 31, 25 & 24 OF HAVERMALE ISLAND ADD TO INT OF N LN OF SD LOT 24 & SWLY LN OF R/W OF ST PAUL MINNEAPOLIS & MANITO BARLY CO NOW GREATNORTHERN RAILWAY CO (BURLINGTON NORTHERN, INC); TH NWLY ALG SD RLY R/W LN TO PT DUE E OF MOST NLY PT OF LOT 20 OF HAVERMALE ISLAND ADD; TH DUE W TO MOST NLY PT OF SD LOT 20 ON E LN OF WASHINGTON ST; TH ALG S BANK OF MAIN CHANNEL OF SPOKANE RIVER TO W LN OF WASHINGTON ST; TH S 16|23' W ALG W LN OF WASHINGTON ST TO NWLY LN OF HAVERMALE AVE; TH S 65|53' W 42.06 FT; TH N 68|33' W 64.40 FT; TH N 81|28' W 164.90 FT; TH N 24|07' W 15.00 FT; TH S 65|53' W 80.00 FT; TH S 58|50' W 203.68 FT; TH S 45|51' W 21.07 FT; TH S 68|50' W 71.09 FT; TH S 73|42' W 75.75 FT TO E LN OF HOWARD ST; TH N 68|18'16" W 65.48 FT TO W LN OF HOWARD ST; TH ALG FOLLOWING 5 COURSES AROUND YMCA PROPERTY S 1|55' E ALG W LN OF HOWARD ST 226.78 FT; TH N 42|41' W 8.55 FT; TH N 78|06' W 66.72 FT; TH N 87|06' W 126.52 FT; TH N 2|38' E 163.74 FT LAST OF SD 5 COURSES; TH S 76|21'30" W 31.81 FT TO PT ON N-S CTR LN OF SEC 18 SD PT LYG S 0|29' W 691.49 FT FROM CTR OF SEC 18; TH CONTINUING ALG N-S CTR LN OF SEC 18 S 0|29' W 7.21 FT; TH S 79|14' W 65.54 FT; TH S 10|46' E 47.40 FT; TH S 19|47'59" W 64.98 FT; TH S 66|12'31" W 28.38 FT; TH S 24|19'38" E 276.64 FT; TH N 65|40'20" E 16.44 FT; TH S 39|17' E 40.28 FT; TH S 16|36'29" W 23.91 FT; TH S 34|41'55" E 54.84 FT; TH S 52|14'14" E 34.49 FT; TH S 82|14'14" E 26.50 FT; TH N 67|43'05" E 23.36 FT; TH S 83|51'57" E 42.76 FT TO PT ON W LN OF HOWARD ST; TH ALG W LN OF HOWARD ST S 5|06' W 106.71 FT M/L TO LN 228.35 FT N OF & PAR TO N LN OF SPOKANE FALLS BLVD; TH W ON LN 228.35 FT N OF & PAR TO N LN OF SPOKANE FALLS BLVD 241.61 FT M/L TO NELY LN OF WALL ST; TH ALG NELY LN OF WALL ST N 41|47' W 152.97 FT; TH N 65|20'28" E 128.99 FT; TH N 24|39'32" W 25.00 FT; TH N 65|40'20" E 18.31 FT; TH N 24|19'38" W 277.11 FT; TH S 66|12'31" W 17.54 FT; TH S 64|21'15" W 58.32 FT; TH S 65|32'12" W 80.58 FT; TH

N 62°12'55" W 56.90 FT; TH S 55°31'14" W ON LN TO ITS INT W/ NON-TANG CUR OF NELY & ELY LN OF POST ST, SD LN OF POST ST CREATED BY RES OF CITY COUNCIL ON MARCH 4, 1974 & SD LN PRODUCED AS FOLLOWS; BEG AT SW COR OF LOT 10 BLK 3 OF RESURVEY & ADD TO SPOKANE FALLS; TH NELY IN STRAIGHT LN TO PT OF CUR ON NELY LN OF LOT 11 OF SD BLK 3 60 FT SELY FROM MOST NLY COR OF LOT 11; TH ALG CUR TO LEFT W/ RAD OF 200.00 FT & CTR ANGLE OF 75° & 261.80 FT TO ITS PT OF TANG ON NELY R/W LN OF POST ST BRIDGE R/W & TERMINUS OF SD LN; TH SLY ALG ARC OF SD CUR TO ITS PT OF CUR ON NELY LN OF SD LT 11; TH SWLY IN A STRAIGHT LN TO SW COR OF SD LT 10; TH S ALG WLY LNS OF LOTS 9, 8, 7, 6 & 5 OF SD BLK 3 TO NE COR OF SPOKANE FALLS BLVD & POST ST & TRUE POB EXC RD EXC THAT PTN LYG S & E OF LN DAF: BEG AT PT ON W LN OF DIVISION ST (BASIS OF BRG S 0°05'15" E ON W LN OF DIVISION ST) 606.42 FT N OF N LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE), TH S 73°18'46" W 19.39 FT, TH S 63°12'14" W 32.63 FT, TH S 72°13'24" W 20.32 FT, TH S 82°06'10" W 21.05 FT, TH S 85°05'30" W 53.94 FT, TH S 85°36'01" W 37.38 FT, TH S 81°27'48" W 91.18 FT, TH S 81°28'18" W 27.40 FT, TH S 81°39'06" W 28.26 FT, TH S 81°22'21" W 31.57 FT, TH S 82°48'52" W 24.37 FT, TH S 79°50'33" W 22.96 FT, TH S 81°13'51" W 9.30 FT, TH S 83°01'55" W 74.81 FT, TH S 82°41'31" W 46.90 FT, TH S 82°54'44" W 68.90 FT, TH S 86°30'10" W 50.81 FT, TH S 88°24'39" W 51.00 FT, TH N 89°55'42" W 31.12 FT, TH S 89°19'43" W 29.16 FT, TH S 87°35'15" W 28.09 FT, TH S 82°33'35" 29.40 FT, S 72°57'28" W 5.64 FT, TH S 63°30'04" 4.49 FT, TH S 62°26'42" W 23.20 FT, TH S 62°23'20" W 27.23 FT, TH S 76°42'03" W 41.02 FT, TH S 71°49'34" W 46.60 FT, TH S 41°58'06" W 41.14 FT, TH S 42°05'55" W 101.61 FT, TH S 42°02'23" W 50.88 FT, TH S 42°06'30" W 62.27 FT, TH S 60°16'28" W 2.58 FT, TH S 42°00'29" W 42.09 FT, TH S 41°59'51" W 83.72 FT, TH S 87°05'09" W 50.65 FT, S 86°58'38" W 109.39 FT, TH S 87°06'04" W 138.61 FT, TH N 69°30'57" W 15.06 FT TO BEG OF NON-TANG CUR TO LEFT W/ RAD BRG OF S 79°07'08" W 14.93 FT, TH ALG SD CUR TO LEFT THRU CTL ANGLE OF 232°50'37" 60.68 FT, TH S 3°07'55" E 19.91 FT, TH S 0°46'51" W 3.96 FT, TH S 46°06'21" W 75.74 FT TO E ROW LN OF WASHINGTON ST, TH S 2°50'49" E ALG E ROW LN 141.20 FT TO N ROW LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE) TH E TERMINUS OF THIS LN DESC EXC RD & EXC 18-25-43, PTN OF SE 1/4 DAF: BEG AT PT ON CTR LN OF WASHINGTON ST 330 FT N OF N LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE), TH W ON LN PAR W/ SD N LN 693 FT M/L TO E LN OF HOWARD ST, TH SLY ALG SD E LN OF HOWARD ST TO PT 228.35 FT N OF N LN OF SPOKANE FALLS BLVD (TRENT AVE), TH E ON LN PAR TO THE N LN OF SPOKANE FALLS BLVD (TRENT) 293.57 FT TO W LN OF STEVENS ST, TH S ALG SD W LN OF STEVENS ST 26.65 FT TO N LN OF SW 1/4 OF SE 1/4 OF SD SEC 18, TH E ALG SD N LN 75 FT TO E LN OF STEVENS ST, TH N ALG E LN OF STEVENS ST 25.35 FT, TH E ON LN PAR TO N LN OF SPOKANE FALLS BLVD (TRENT) 300.92 FT TO W LN OF WASHINGTON ST, TH S ALG W LN OF WASHINGTON ST 26.45 FT TO N LN OF SW 1/4 OF SE 1/4, TH E ALG N LN OF SW 1/4 OF SE 1/4 37.50 FT TO CTR OF WASHINGTON ST, TH N ALG CTR LN OF WASHINGTON ST 128 FT M/L TO POB

Parcel Number: 35181.0032

18-25-43 THAT PTN OF THE SW 1/4 OF THE NE 1/4 DAF; COMMENCING AT A PT ON THE WLY R/W LN OF WASHINGTON ST 66 FT WIDE THAT IS 20 FT DIST NLY FROM THE E-W CTR LN OF SEC 18, TH ALG SD WLY LN N 02 DEG 22 MIN 39 SDS E 154.3 FT TO TRUE POB, TH N 89 DEG 39 MIN 06 SDS W PARALLEL TO SD E-W CTR LN 575.77 FT TO A PT ON THE NELY LN OF THE 60 FT WIDE R/W OF THE FORMER GREAT NORTHERN RAILWAY CO., TH ALG SD NELY LN N 53 DEG 21 MIN 06 SDS W 155.64 FT TO A PT ON A NON TANGENT CURVE CONCAVE SWLY TO WHICH PT A RADIAL LN BEARS N 77 DEG 15 MIN 18 SDS E 383.00 FT, SD PT BEING ON THE ELY R/W LN OF HOWARD ST, TH NWLY ALG SD ELY LN & ALG SD CURVE THROUGH A CENTRAL ANGLE OF 03 DEG 36 MIN 11 SDS 24.08 FT, TH N 16 DEG 20 MIN 53 SDS W 111.35 FT TO THE SW COR OF BLK 8 OF KEYSTONE ADD, SD SW COR BEING 400.00 FT N OF SD E-W CTR LN OF KEYSTONE ADD, SD SW COR BEING 400.00 FT N OF SD E-W CTR LN OF SEC 18, TH S 89 DEG 39 MIN 06 SDS E PARALLEL TO SD E-W CTR LN ALG THE S LN OF SD CLK 8 & SD S LN EXTENDED E 748.50 FT TO PT ON THE WLY R/W LN OF WASHINGTON ST 66 FT WIDE, TH S 02 DEG 22 MIN 39 SDS W ALG SD WLY R/W LN 225.95 FT TO POB EXC THE E 175.00 FT OF SD PARCEL LYG PARALLEL WITH THE W LN OF WASHINGTON ST

Parcel Number: 35183.0057

18-25-43 PTN OF THE NE 1/4 OF THE SW 1/4: LEG AT SE COR OF MONROE ST & BRIDGE AVE TH S 0 DEG 04 MIN 30 SDS E ALG E LN OF MONROE ST 206.76 FT TH N 60 DEG 07 MIN 30 SDS E 47.46 FT TH N 54 DEG 32 MIN 06 SDS E 108.95 FT TH N 89 DEG 57 MIN 30 SDS E 44.10 FT TH N 67 DEG 22 MIN E 63.10 FT TH N 96.20 FT TO S LN OF BRIDGE AVE TH S 89 DEG 57 MIN 30 SDS W ALG S LN OF BRIDGE AVE 230 FT TO POB

Parcel Number: 35183.0065

18-25-43 PTN OF NE 1/4 OF SW 1/4 DAF; BEG AT CEN OF SEC TH N 89 DEG 59 MIN W ALG C LN OF SEC 70.06 FT TO POB TH CONT N 89 DEG 59 MIN W ALG C LN OF SEC 64.14 FT TH S 32 DEG 47 MIN W 26.85 FT TH S 86 DEG 32 MIN W 246.8 FT TH S 0 DEG 36 MIN 30 SDS W PAR TO & 33.55 FT E OF W LN OF

POST ST AND W LN PROJECTED N126.06FT THN66D EG 39MIN 27SDS E86.73FT TH N38DEG 29MIN 35SDS E109.34FTTH N83DEG 04MIN 59SDS E117.98FT TH N64DEG 28MIN 56SDSE68.22FT TO P OB

Parcel Number: 35183.1422
POSTS ADD RES & EXT S1/2 OF W140' OF LT 16 BLK 12

Parcel Number: 35183.1423
POST ADD RES & EXT N60' OF LT 17 & N60' OF W40' OF LT 18 BLK 12

Parcel Number: 35183.1434
POST ADD RES & EXT ALL LS 19 20 & 21; S60' L17 & E20' L 18;S60' OF W40' L18 B12

Parcel Number: 35183.1435
POST ADD RES & EXT S1/2 OF W20' OF E40' OF LT 16 BLK 12

Parcel Number: 35183.1437
POSTS ADD RES & EXT E20' OF LT 16 & ALL LT 22 BLK 12

Parcel Number: 35184.0069
18-25-43 PT OF NW1/4 OF SE1/4; BEG AT PT ON N&S C LN OF SDSEC 476.59FT N OF SW COR OF NW1/4 OF SE1/4 TH S87DEG 37MIN E24.67FT TO POB TH N2DEG 38MIN E163.74FT TH N76DEG 21MIN30SDS E98.34FT TH S50DEG 18MIN E21.74FT TH N67DEG 51MIN30SDS E 75.71FT M/L TO PT ON W LN HOWARD ST TH S1DEG 55MIN EALG W LN HOWARD ST 226.78FT TH N42DEG 41MIN W8.55FT THN78DEG 06MIN W6 6.72FT TH N87DEG 37MIN W126.52FT TO POB

Parcel Number: 35185.0076
18-25-43 PTN OF THE S1/2 OF SECTION DAF; BEG AT THE INTERSEC OF N LN OF S1/2 OF SEC WITH W LN OF HOWARD ST TH S10DEG24.5 MIN W ALG W LN OF HOWARD ST 206.04FT TO POB TH S54DEG52MIN W108.85FT TH S53DEG 49MIN W73.03FT TH S66DEG 34MINW76.71F T TH N77DEG 38MIN W85.82FT TH S71DEG 38MIN W160.82FTTH S27DEG 20MIN W86.06FT TH S1DEG 09MIN E54.47FT TH S73DEG40MIN E45.51F T TH N84DEG 10MIN E121.13FT TH N78DEG 44MINE138.81FT TH N75DEG 59MIN E165.50FT TO W LN OF HOWARD ST THN88DEG 05MIN E60.00 FT TO E LN OF HOWARD ST TH N1DEG 55MIN WALG E LN OF HOWARD ST 38.97FT TH N10DEG 24.5MIN E ALG E LNOF HOWARD ST 151.42FT TH N55DEG 04MIN 32SDS E89.19FT THS88DEG 50MIN 34SDS E79.47FT T H N13DEG 12MIN 05SDS E13.35FTTH N60DEG 35MIN 25SDS W33.44FT TH S 88DEG 34MIN 24SDSW65.27FT TH S78DEG 24MIN 23SDS W49.92FT TO E LN OF HOWARD STTH S69DEG 36MIN 20SDS W69.85FT TO W LN OF HOWARD ST & TOPOB

Parcel Number: 35185.0077
18-25-43 PTN OF NE1/4 & SE1/4 OF SEC 18 DAF; BEG AT INTERSEC OF W TO E C LN OF SEC & W LN OF HOWARD ST TH N10DEG24.5 MIN E ALG W LN OF HOWARD ST 76.27FT TO TRUE POB TH CONTN10DEG 24.5MIN E ALG W LN OF HOWARD ST 35.68FT TO PT OFCURVA TURE TH CONT ALG SD W LN ALG A TANGENT CURVE TO THELEFT HAVING A RADIUS OF 231FT & A CENTRAL ANGLE OF 26DEG25MIN 106.51FT TO PT OF TANGENCY TH CONT ALG SD W LN OF STN16DEG 00MIN 30SDS W TO INTERSEC WITH S LN OF MALLON AVE276FT M/L N OF C LN O F SEC TH ELY ACROSS HOWARD ST ALGEXTENDED S LN OF MALLON AVE TO E LN OF HOWARD ST TH S ALG ELN OF HOWARD ST ALG A CURVE HA VING A RADIUS OF 383FT TONELY R/W LN OF G N RY R/W 60FT W D TH SELY ALG SD R/W LN TOPT 174.2FT M/L N OF C LN OF SEC TH E PAR WITH C LN OF SEC581FT TO W LN OF WASHINGTON ST TH S2DEG 1 9MIN W ALG W LN OFSD ST 174.3FT TO C LN OF SEC TH CONT S 2DEG 19MIN W ALG SDW LN OF ST 174FT M/L TO A PT TH CONT ALG SD W LN S16DEG23MIN W TO SWLY R/W LN OF ABOVE G N RY R/W TH NWLY A LG SDSWLY R/W LN ALG A CURVE TO PT OF TANGENCY TH CONT ALG SD SWLY R/W LN N52DEG 49MIN W TO A PT SELY ALG SD R/W LN 307.84FTM/L FROM E LN OF HOWARD ST TH N74DEG 54MIN 43SDS W257.84FTTH S63DEG 30MIN 16SDS W12.47FT TO E LN OF HOWARD ST THN79DEG 35MIN 30SDS W ACROSS SD ST 60FT TO POB

Exhibit B

PROPERTY MAP

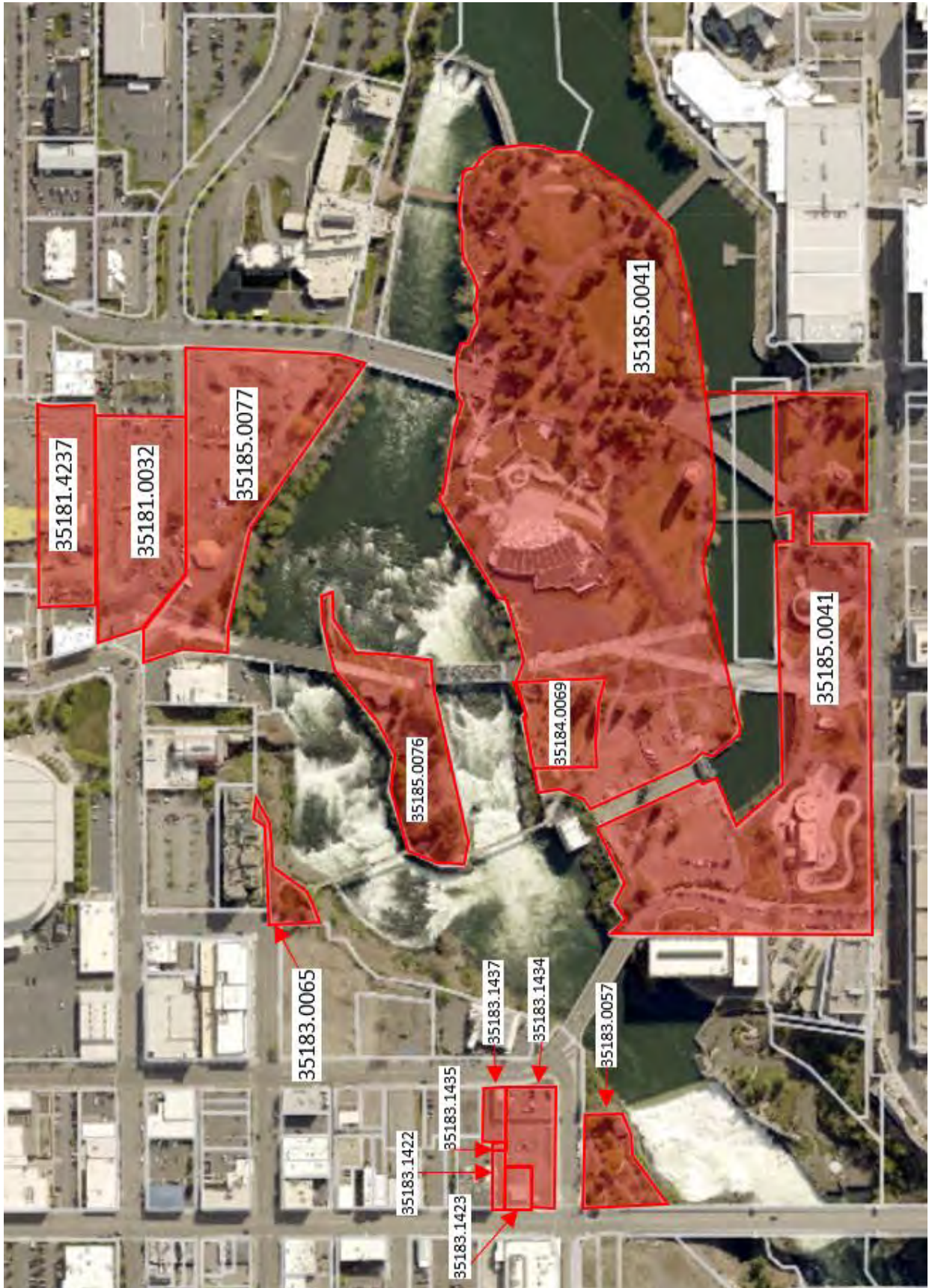


Exhibit D

This document details: (1) certain activities that are determined to be in compliance with the terms of this Covenant, and (2) certain activities that will be considered in compliance with terms of this Covenant provided that conditions are followed.

For purposes of this Exhibit, “native soil” is defined as any soil that was present on the site prior to the start of park renovation in 2019 and has not been disturbed by a subsequent renovation. “Sod root depth” is defined as 6”.

1. EXEMPTED ACTIVITIES

Performance of these activities at the Property are allowed without Ecology approval, and are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant.

A. Activities that only take place from the surface to the sod root depth.

B. Activities that only involve movement of non-native soil.

Examples:

- Vegetation planting, removal, or replacement in beds comprised of non-native soil
- Weeding
- Surface structure removal, repair, or replacement (such as curbing, pavers, trash can pads, bench pads, or pavement)

C. Placement of stakes, assuming soil isn't removed

2. EXEMPTED ACTIVITIES WITH CONDITIONS

Performance of these activities at the Property are allowed without Ecology approval, and are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant provided that the following conditions are met. If the conditions cannot be met for any reason, then Ecology approval must be obtained before the action may occur.

A. Routine activities that will take place below sod root depth and will involve less than one cubic yard of soil.

Examples:

- Fence post installation (and removal if soil will be excavated)
- Irrigation component repair (sprinkler head replacement, valve replacement, line repair)
- Shrub removal
- Tree removal or planting
- Stump removal
- Wayfinding or informational monuments
- Infrastructure work that doesn't meet Exempt condition 2 above
- Emergency repairs involving utilities or earthworks

Condition: All excavated native soil will be placed in containment (i.e., wheelbarrow or truck bed) or on an impermeable surface (i.e., plastic sheet or tarp). If the area has sod, it is

recommended to cleanly cut and set aside. After the completion of work, excavated soil will be placed back in the excavation and any removed sod should be replaced. If sod can't be replaced, the area will be reseeded and protected with fencing until regrowth occurs. If excavated soil can't all be placed back in the excavation, options include:

1. Assuming soil is contaminated and either:
 - a. disposing at a permitted landfill, such as Graham Road, or
 - b. Safely stockpiling (on an impermeable surface with impermeable cover, or within a covered receptacle) and reusing as fill deeper than the sod root depth within the park, ensuring that the final surface is either sod or an impermeable surface, such as concrete or asphalt
2. Testing soil for the contaminants listed in the covenant to verify whether it is contaminated. A minimum of one soil sample should be collected for every 1000 square feet of work area, or three samples for every 100 cubic yards of excavated project soil. If samples exceed any of the concentrations listed below, proceed with option A above; if they do not, the soil is considered clean and can be reused without any limitations.

Contaminant	Cleanup Standard
Arsenic	20 mg/kg
Lead	250 mg/kg
Polycyclic aromatic hydrocarbons (PAHs) (toxic equivalency)	0.1 mg/kg
Total petroleum hydrocarbons – diesel (TPH-D)	2000 mg/kg

B. Turf aerification deeper than the root zone

Condition: Follow standard park procedures for the destruction of any soil plugs that remain on the ground surface, and the redistribution of soil from the plugs back into the turf.

C. Placement of heavy equipment (such as storage boxes or dumpsters)

Condition: When the equipment use is complete and they are removed, follow standard park procedures for evaluation of turf damage and turf reestablishment, which includes using event fence to isolate any areas where turf is damaged/killed and native soil is potentially exposed at the surface.

D. Use of vehicles on turf for set up, break down, or support of events

Condition: When the event is complete, follow standard park procedures for evaluation of turf damage and turf reestablishment, which includes using event fence to isolate any areas where turf is damaged/killed and native soil is potentially exposed at the surface.



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

April 15, 2016

Washington State Department of Ecology
4601 North Monroe Street
Spokane, Washington 99205

Attention: Patti Carter

Subject: VCP Application
Riverfront Park
Spokane, Washington
File No. 0110-148-04

Dear Patti,

On behalf of the City of Spokane (City), we are submitting the attached Voluntary Cleanup Program (VCP) application to engage Washington State Department of Ecology (Ecology) in early discussions and collaboration regarding proposed development activities at Riverfront Park. Our goal is to expedite working with you to obtain Ecology's review and approval of development plans through the VCP. The City has multiple projects in design, and excavation activities during project construction are likely to encounter contaminated soil from prior uses at the park.

Last week, the City retained GeoEngineers, Inc. (GeoEngineers) to conduct geotechnical and environmental exploration in the southwest portion of the park where an ice skating ribbon and other improvements are planned. Preliminary results of shallow soil samples collected from borings in that area indicated the presence of polycyclic aromatic hydrocarbons (PAHs) and some metals (arsenic, cadmium, and lead) at concentrations exceeding Model Toxics Control Act (MTCA) Method A cleanup criteria. The soil conditions and contaminants are similar to conditions encountered in other nearby projects in downtown Spokane. GeoEngineers has been requested to conduct further analyses to evaluate the vertical extent of PAH and metals contamination and the City and GeoEngineers would like to meet with you as soon as possible to discuss site conditions and impacts on design and construction.

GeoEngineers is also preparing a draft Soil Management Plan to guide construction and soil management activities in a safe manner that protects both construction workers and the general public. We expect to complete that document this month and would like to send it to you for your review.

The City would greatly appreciate a meeting with Ecology as soon as possible to discuss the plans going forward. Unfortunately, the presence of the contamination could adversely impact the City's construction schedule. We previously mentioned this to Sandra Treccani and she indicated Ecology is very willing to meet



with the City to find solutions and suggested the best forum is through the VCP. During our discussions, we would appreciate Ecology's input on the draft Soil Management Plan. Our goal is to submit and implement a final Soil Management Plan that Ecology has reviewed and approved.

We will provide results of the initial explorations and a draft Soil Management Plan to you in the near future. At that time, we will offer proposed dates to meet with you.

The City is committed to developing Riverfront Park in a manner that protects human health and the environment. It is important to the project team to engage Ecology to meet this commitment to the public.

Sincerely,
GeoEngineers, Inc.



Jedidiah R. Sugalski, PE
Environmental Engineer



Bruce D. Williams
Principal

JRS:BDW:mce

Attachments:

VCP Application Form

Figure 1. Vicinity Map

Figure 2. Site Plan

Figure 3. Site Plan – Carousel

Figure 4. Site Plan – Pavilion Area

Figure 5. Site Plan – Central Park Maintenance Area

Part 3 – Operational History of the Site, Storage Tank Supplemental Information

VCP Agreement



Voluntary Cleanup Program

Washington State Department of Ecology Toxics Cleanup Program

APPLICATION FORM

Under the Voluntary Cleanup Program (VCP), the Department of Ecology (Ecology) may provide informal site-specific technical consultations to persons conducting independent remedial actions at a hazardous waste site. Ecology may provide such consultations under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC.

To enter the VCP, complete and submit to Ecology a VCP Application. The Application consists of the following two documents:

1. Application Form (including required attachments). ← **THIS DOCUMENT**
2. Agreement.

For guidance on how to complete your Application, please refer to the Application Instructions, which are available separately on the VCP web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm.

Part 1 - ADMINISTRATION

A. Customer Information. The Customer is the person or organization requesting services from Ecology under the VCP, and is responsible for paying the costs incurred by Ecology. The authority and duty of the Customer are explained in the Agreement.

Name of Customer: City of Spokane

What type of entity is the Customer?

Person *If the Customer is a "person," then the Customer shall serve as both the Project Manager and the Project Billing Contact. Please identify this person and their contact information in both Parts 1B and 1C.*

Organization *If the Customer is an "organization," then please identify the Project Manager in Part 1B and the Project Billing Contact in Part 1C. Both persons must be employed by the Customer organization.*

What is the Customer's involvement at the Site? Please check all that apply.

<input checked="" type="checkbox"/> Property owner	<input type="checkbox"/> Business owner (operator)
<input type="checkbox"/> Past property owner	<input type="checkbox"/> Mortgage holder
<input type="checkbox"/> Future property owner	<input type="checkbox"/> Consultant
<input type="checkbox"/> Property lessee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Other – please specify: _____	

If not the current property owner, is the Customer acting as the agent for the property owner?

Yes No

If not the current property owner, is the Customer authorized to grant access to the property?

Yes No

Part 1 – ADMINISTRATION continued

B. Project Manager Information. Ecology will send this person all official correspondence. This person must either be the Customer or be employed by the Customer. This person may not be an independent contractor hired by the Customer. Please enter the required information below.

Name: Berry Ellison		Title: Program Manager	
Mailing address: 808 W. Spokane Falls Boulevard, Parks and Recreation Division, 5th Floor-City Hall			
City: Spokane		State: WA	Zip: 99201
Phone: 509.625.6276	Fax:		E-mail: bellison@spokanecity.org

C. Project Billing Contact Information. Ecology will send this person monthly invoices. This person must either be the Customer or be employed by the Customer. This person may not be an independent contractor hired by the Customer. Please enter the required information below.

Name: Berry Ellison		Title: Program Manager	
Mailing address: 808 W. Spokane Falls Boulevard, Parks and Recreation Division, 5th Floor-City Hall			
City: Spokane		State: WA	Zip: 99201
Phone: 509.625.6276	Fax:		E-mail: bellison@spokanecity.org

D. Project Consultant Information.

Is the Customer a consultant?

- Yes *If you answered "YES," then skip to the next question.*
- No *If you answered "NO" and the Customer hired a consultant to conduct the independent remedial action, then enter the required information below.*

Name: Bruce Williams		Title: Principal	
Organization: GeoEngineers, Inc.			
Mailing address: 523 East Second Avenue			
City: Spokane		State: WA	Zip: 99202
Phone: 509.363.3125	Fax: 509.363.3126		E-mail: bwilliams@geoengineers.com

Do you want Ecology to contact the Project Consultant?

- Yes No

E. Property Owner Information.

Is the Customer the owner of the property where independent remedial action is being conducted?

- Yes *If you answered "YES," then enter the type of entity and skip to the next question.*
- No *If you answered "NO," then please enter all of the required information below.*

Name:		Title:	
Organization:			
Mailing address:			
City:		State:	Zip:
Phone:	Fax:		E-mail:

Part 1 – ADMINISTRATION continued

What type of entity is the property owner? Please check only one.

<input type="checkbox"/> Private	<input type="checkbox"/> County
<input type="checkbox"/> Tribal	<input checked="" type="checkbox"/> Municipal
<input type="checkbox"/> Federal	<input type="checkbox"/> Mixed
<input type="checkbox"/> State	<input type="checkbox"/> Public School
<input type="checkbox"/> Other – please specify: _____	

F. Request for Written Opinion.

Are you requesting a written opinion at this time?
 Yes No

If you answered “YES,” on what planned or completed remedial action do you want a written opinion?

Please attach to this Application any additional remedial action plans or reports you want Ecology to review. Ecology will base its opinion on the information contained in the Site file, including any information attached to this Application.

If you answered “NO,” please explain why you are enrolling in the VCP at this time and when you expect to request a written opinion from Ecology.
Environmental testing indicated the presence of PAHs, arsenic, cadmium and lead above MTCA
Method A cleanup criteria. Lube oil range hydrocarbons could also be present greater than MTCA
Method A Cleanup Criteria. Multiple infrastructure projects are planned for Riverfront Park. Projects
will include earthwork (excavation and filling) and modifications to existing stormwater disposal
methods within areas identified to have contamination greater than MTCA Method A cleanup criteria.
A written response will be requested when a soil management plan is drafted and stormwater disposal methods are identified.

G. Reporting Requirements.

Please comply with the following reporting requirements when requesting written opinions on planned or completed remedial actions:

- Licensing.** Documents submitted containing geologic, hydrologic, or engineering work must be under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
- Data Submittal.** Environmental sampling data must be submitted in both a printed form and an electronic form capable of being transferred into Ecology’s data management systems. For instructions on how to submit the data, please refer to the following Ecology web site:
www.ecy.wa.gov/programs/tcp/data_submittal/Data_Requirements.htm.

Failure to comply with these requirements may result in unnecessary delays. **Ecology will not issue a No Further Action (NFA) opinion unless these requirements are satisfied.**

Part 2 - DESCRIPTION OF THE SITE

A. Name of the Site. If Ecology has already identified the Site, enter the name provided by Ecology. Otherwise, enter a suggested name for the Site. You may also include an alternate name.

Name: Riverfront Park

Alternate Name:

B. Location of Property where the Releases Occurred (Source Property).

The "source property" is the property where hazardous substances were released into the environment. For example, if petroleum was released from a leaking UST, the source property is the property where the UST was located.

Do you know on which property the releases occurred?

- Yes *If you answered "YES," then please refer to the source property when answering the following questions.*
- No *If you answered "NO," then please refer to the property addressed by your remedial action (cleanup) when answering the following questions.*

Physical Address. Please enter the physical address of the property below.

Street Address: 507 N. Howard Street

City: Spokane	State: WA	Zip: 99201
---------------	-----------	------------

Geographic Position. Please enter the geographical position of the property below. For additional guidance on how to complete this part, please refer to instructions on the VCP web site.

COORDINATES	LATITUDE:	Degrees: 47	Minutes: 39	Seconds: 42.11
	LONGITUDE :	Degrees: 117	Minutes: 25	Seconds: 10.32
LOCATION ON PROPERTY: <small>[e.g., point of release or center of parcel]</small>		Center of Park		
COLLECTION METHOD: <small>[e.g., GPS or address matching]</small>		GPS		
COLLECTION SOURCE: <small>[i.e., map scale]</small>		Google Earth		
HORIZONTAL DATUM: <small>[i.e., base reference for coordinate system]</small>		WGS 84		
ACCURACY LEVEL: <small>[i.e., +/- feet or meters]</small>		+/- 50 feet		

Legal Descriptions.

TRS DATA:	Township: 25 North	Range: 43 East	Section: 18	Quarter-Quarter: SE quarter of NW quarter, SW quarter of NE quarter, E half of SW quarter, and SE quarter
TAX PARCEL #(s):	35181.0032, 35181.4406, 35181.4409, 35183.0057, 35183.0065, 35183.1422, 35183.1423, 35183.1434, 35183.1435, 35183.1437, 35184.0026, 35184.0069, 35185.0041, 35185.0053, 35185.0076, 35185.0077			

Part 2 - DESCRIPTION OF THE SITE continued

C. Identification of Properties affected by the Releases (Affected Properties).

An “affected property” is a property affected by the release of hazardous substances on the source property. For example, petroleum released from a leaking UST on one property (source property) may migrate through the soil or ground water onto an adjacent property (affected property).

Do any of the releases affect any properties adjacent to the source property?

Yes *If you answered “YES,” then please identify below each property that you know has been affected by the releases on the source property. If you need to identify additional properties, please attach additional pages.*

No *If you answered “NO,” then skip to the next question.*

Unknown *If you answered “UNKNOWN,” then skip to the next question.*

1.	Address:
	Tax Parcel(s):
2.	Address:
	Tax Parcel(s):
3.	Address:
	Tax Parcel(s):
4.	Address:
	Tax Parcel(s):

D. Identification of Public Right-of-Ways affected by the Releases.

Do any of the releases affect any public right-of-ways (e.g., streets)?

Yes No Unknown

If you answered “YES” above, please specify below. Otherwise, skip to the next question.

Attach additional pages if necessary.

E. Extent of the Site.

What is the approximate areal extent of the Site? Please check only one.

< 5,000 square feet

> 5,000 square feet, but < 1 acre

> 1 acre, but < 10 acres

> 10 acres

Unknown

Part 2 - DESCRIPTION OF THE SITE continued

F. Description of Release(s) at the Site.

Source of Release(s).

What are the source(s) of the release(s) at the Site? Please check all that apply.

- Point source (e.g., leaking tank)
- Non-point source (e.g., contaminated soil used as fill)
- Area-wide lead and arsenic soil contamination (see questions below)
- Other – please specify: _____
- Unknown

To the extent known, please describe the source(s) of the release(s):

Sources are likely related to historical industrial activities including paint shops, railyards, service stations, the downtown fire of 1889, unknown fill sources, lumber yards, USTs, chemical manufactures, dry cleaners, auto repair facilities, foundry operations, insecticide and pesticide storage, paint and print shops and machine shops.

Attach additional pages if necessary.

Circumstances of Release(s). To the extent known, please describe below the circumstances of the release(s).

Release circumstances are generally unknown and likely resulted from historical industrial use.

Attach additional pages if necessary.

Circumstances of Release Discovery. To the extent known, please describe below the circumstances of the discovery of the release(s).

Contamination was discovered as part of due diligence during the geotechnical investigation for the ice ribbon and Skyride terminal along the south bank of the Spokane River. Additional site characterization has not been conducted at this time.

Attach additional pages if necessary.

Part 2 - DESCRIPTION OF THE SITE continued

Area-Wide Soil Contamination. For information about the area-wide soil contamination project, please refer to the following web site: www.ecy.wa.gov/programs/tcp/area_wide/area_wide_hp.html. For information about the Tacoma Smelter Plume (TSP) and the associated Management Plan, please refer to the following web site: www.ecy.wa.gov/programs/tcp/sites/tacoma_smelter/ts_hp.htm.

Is the Site located within an area affected by smelter emissions, such as the TSP area?

Yes No Unknown

To determine whether your Site is located within the TSP area, please refer to the map on the TSP web site identified above.

Is the Site located on a former apple or pear orchard in operation prior to 1947?

Yes No Unknown

Is the Site impacted by area-wide arsenic and/or lead soil contamination?

Yes No Unknown

G. Nature and Extent of Hazardous Substances Released at the Site. The following questions refer to conditions after the release, but prior to any cleanup, of the hazardous substances at the Site.

Hazardous Substances and Affected Media. To the extent known, please identify in the following table the hazardous substances released at the Site and the media (e.g., soil) impacted by those substances. Use the codes at the bottom of the table.

HAZARDOUS SUBSTANCE	AFFECTED MEDIA				
	SOIL	GROUND WATER	SURFACE WATER	SEDIMENT	AIR
EXAMPLE: Benzene	C	S	N/A	N/A	B
PAHs	C	S	NA	NA	N/A
Cadmium	C	S	NA	NA	N/A
Arsenic	C	S	NA	NA	N/A
Lead	C	S	NA	NA	N/A
Mercury	B	S	NA	NA	N/A
BTEX	B	S	NA	NA	N/A
Gasoline Hydrocarbons	S	S	NA	NA	N/A
Diesel Hydrocarbons	B	S	NA	NA	N/A
Lube Oil Hydrocarbons	B	S	NA	NA	NA

When identifying the affected media in the table above, please use one of the following codes:

- C = confirmed, above cleanup level
- B = confirmed, below cleanup level
- O = confirmed, not present
- S = suspected
- N/A = not suspected
- U = unknown

Part 2 - DESCRIPTION OF THE SITE continued

Drinking Water.

Does any of the contamination at the Site pose a threat or potential threat to an existing drinking water source (ground water or surface water)?

- Yes No Unknown

If you answered "YES" above, what type of drinking water system is threatened by the contamination? Please check all that apply.

- Single Family
 Public Drinking Water Supply

If you checked "Public Drinking Water Supply" above, is the contamination located within or upstream of a 10-year wellhead protection area?

- Yes No Unknown

To help answer the above question or if you answered "Yes" to that question, then go to <https://fortress.wa.gov/doh/eh/dw/swap/maps/> or call (800) 521-0323.

Indoor Air.

Are contaminant odors present in any buildings, manholes, or other confined spaces?

- Yes No Unknown

If you answered "YES" above, please specify:

Attach additional pages if necessary.

H. Maps of the Site.

Please attach to this application map(s) that identify, to the extent known, the following:

- The location of the site.
- The properties, and any public right-of ways, affected by the site.
- The source(s) of the release(s) at the site.
- The nature and extent of contamination at the site.
- Any human or ecological receptors impacted by the site (e.g., drinking water wells).
- The physical characteristics of the site (e.g., property lines, building and road outlines, surface water bodies, water supply wells, ground water flow direction, and utility right-of-ways).
- The properties adjacent to the site and the uses of those properties (e.g., gas station, dry cleaner, residential).

Part 3 – OPERATIONAL HISTORY OF THE SITE

A. Current Use of Source Property. *Note that the following questions refer only to the Source Property, not other properties affected by the Site. Answer these questions to the best of your ability.*

Current Property Owners. To the extent known, please identify below the current owner of the source property.

Name: City of Spokane	Title:	
Organization:		
Mailing address: 808 W. Spokane Falls Blvd		
City: Spokane	State: WA	Zip code: 99201
Phone: 509.755.2489		

Current Business Owner (Operator). To the extent known, please identify below the current owner of the business located on the source property.

Name: Same as property owner	Title:	
Organization:		
Mailing address:		
City:	State:	Zip code:
Phone:		

Current Business Operations. To the extent known, please identify below the current operations of the business located on the source property.

What is the current land use of the source property? Please check all that apply.

<input type="checkbox"/> Residential	<input type="checkbox"/> School
<input type="checkbox"/> Commercial	<input type="checkbox"/> Childcare facility
<input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Park
<input type="checkbox"/> Agricultural	
<input type="checkbox"/> Other – please specify: _____	

Is there a currently operational commercial or industrial business located on the source property?

Yes No Unknown

If you answered "YES" above, please identify in the following table the current business operations using the North American Industry Classification System (NAICS) codes and specifying the operations.

NAICS CODE	DESCRIPTION OF OPERATIONS
EX: 447110	Gasoline Stations with Convenience Stores
7121900	Gift Shop
5121310	Theater

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

Is there a solid waste handling facility located on the Source Property?
 Yes No Unknown

If you answered "YES" above, please identify:
 Park garbage is collected to a central location and disposed of off-site

Attach additional pages if necessary.

Is there a dangerous waste treatment, storage, or disposal facility located on the Source Property?
 Yes No Unknown

If you answered "YES" above, please identify:

Attach additional pages if necessary.

Regulation of Current Business Operations.

Does the business operate under any federal, state, or local permits related to the release of hazardous substances into the environment (e.g., NPDES permit)?
 Yes No Unknown

If you answered "YES" above, please specify the regulated operation, the name of the permit, and the date it was issued in the table below.

REGULATED OPERATION	PERMIT	DATE ISSUED
EX: Wastewater discharge	NPDES permit	02/02/02

Has a state or federal notice of enforcement action (e.g., notice of violation) ever been issued related to the release of hazardous substances at the business?
 Yes No Unknown

If you answered "yes" above, please specify (notice and year issued): _____

Have business operations resulted in any other spills or other unpermitted releases on the source property?
 Yes No Unknown

If you answered "YES" above, please specify in the table below.

RELEASE	DATE OF RELEASE	STATUS OF RELEASE

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

Storage Tank Information. In table below, please identify all above ground storage tanks (AST) and underground storage tanks (UST) that have been used for storing hazardous substances on the source property, irrespective of whether the tanks are still in use or in place. *If you are unable to provide answers to specific questions regarding a tank, please enter “U” for unknown.*

IDENTIFICATION				STATUS AND CLOSURE				RELEASES	
Hazardous Substance	Type (AST/UST)	Size (Gallons)	TANK ID	DATE INSTALL	IN USE (Y/N)	DATE CLOSED	CLOSURE METHOD (*)	PAST (Y/N)	CURRENT (Y/N)
EX: Diesel	UST	10,000	4	02/87	N	05/98	Removed	Y	N
Gasoline	UST	1000	U	U	N	08/09	REMOVED	U	U
Waste Oil	AST	250	U	U	N	08/09	REMOVED	U	U
Gasoline	UST	1000	U	U	N	08/09	REMOVED	U	U
Waste Oil	UST	300	U	U	N	U	U	U	U
Heating Oil	U	500	U	U	N	U	U	U	U

(*) Options = Removed or Closed in Place

B. Past Use of Source Property. *Note that the following questions refer only to the Source Property, not other properties affected by the Site. Please answer these questions to the best of your ability.*

Past Property Owners. To the extent known, please identify below the owner of the source property at the time the release occurred.

Name: Multiple owners, See Section 2F for more information | Title:

Organization:

Mailing address:

City: | State: | Zip code:

Phone: | Fax: | E-mail:

Past Business Owners (Operators). To the extent known, please identify below the owner of the business (operator) at the time the release occurred.

Name: | Title:

Organization:

Mailing address:

City: | State: | Zip code:

Phone: | Fax: | E-mail:

Identification of Past Business Operations. Please identify in the following table the past operations of businesses located on the source property using the North American Industry Classification System (NAICS) codes and/or specifying the operations.

NAICS CODE	DESCRIPTION OF OPERATIONS
EX: 447110	Gasoline Stations with Convenience Stores

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

C. Future Use of Source and Affected Properties. The following questions refer to both source and affected properties. Please answer these questions to the best of your ability.

Will any ownership interest in the source or affected properties be conveyed prior to, or upon completion of, the cleanup?

- Yes No Unknown

If you answered "YES" above, please specify:

Attach additional pages if necessary.

Will any of the source or affected properties, or portions of those properties, be redeveloped as part of the cleanup?

- Yes No Unknown

If you answered "YES" above, please specify the proposed land use below. Please check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Residential | <input type="checkbox"/> School |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Childcare facility |
| <input type="checkbox"/> Industrial | <input checked="" type="checkbox"/> Park |
| <input type="checkbox"/> Agricultural | |
| <input type="checkbox"/> Other – please specify: | |

Please also specify the activities proposed for that land use:

Multiple redevelopment projects based upon the Riverfront Park Master Plan

<https://my.spokanecity.org/riverfrontpark/master-plan/>

Attach additional pages if necessary.

Part 4 – ADMINISTRATIVE HISTORY OF THE SITE

Have you previously reported the release(s) of hazardous substances at the Site to Ecology?
 Yes – If so, when? Unknown No Unknown

Has the cleanup of the Site, or any portion of the Site, ever been managed under the VCP?
 Yes – If so, please specify the VCP Project Number: Unknown
 No
 Unknown

Has the cleanup of the Site, or any portion of the Site, ever been managed under a federal or state order or decree?
 Yes – If so, please specify the type and docket number: _____
 No
 Unknown

Part 5 – DESCRIPTION OF INDEPENDENT REMEDIAL ACTIONS AT THE SITE

A. Scope of Remedial Actions.

Do you plan to characterize and address all of the contamination at the Site, including any contamination located on affected adjacent properties, as part of the VCP project?
 Yes No Unknown

If you answered “NO” above, please describe below the scope of the VCP project, including the contamination (properties, portions of a property, media and/or hazardous substances) that you DO NOT plan on characterizing and/or addressing as part of the VCP project. Please include additional pages if necessary.

Characterization of adjacent properties is not anticipated. Areas to be characterized will be limited to project specific areas, where earth moving and stormwater work is anticipated. At this time, projects include the Skyride Facility, Ice Ribbon, in the Gondola Meadow, Theme Stream Bridge, Howard Street bridge and Looff Carrousel.

Attach additional pages if necessary.

Part 5 – DESCRIPTION OF INDEPENDENT REMEDIAL ACTIONS AT THE SITE continued

B. Status of Remedial Actions.

What is the current status of remedial actions at the site? Please check all that apply in the table below.

REMEDIAL ACTION	PLANNED	ONGOING	COMPLETED	NOT APPLICABLE
INITIAL RESPONSE (UST ONLY)				X
INTERIM ACTION	X			
REMEDIAL INVESTIGATION				X
FEASIBILITY STUDY				X
CLEANUP ACTION				X

C. Documentation of Remedial Actions.


Please list in the table below all known remedial action plans or reports produced for the site, including:

- The title of the plan or report,
- The author (e.g. consulting firm) of the plan or report,
- The date the plan or report was produced,
- Whether the plan or report has been submitted to Ecology,
- The date the plan or report was submitted to Ecology.

	TITLE	AUTHOR	DATE	SUBMITTED TO ECOLOGY	
				Y/N?	DATE
EX:	John Doe's Site: Remedial Investigation Work Plan	Mom's Consulting Firm	02/20/05	NO	N/A
1.	Phase I Environmental Assessment	GeoEngineers, Inc.	10/07/14	NO	N/A
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Part 6 – STATEMENT AND SIGNATURE

A. Statement and Signature. The undersigned affirms that the information contained in this application is true and accurate to the best of his or her knowledge. Please note that someone other than the Customer may sign this Application Form.

Name: Berry Ellison		Title: Program Manager	
Signature: 		Date: April 15, 2016	
Organization: City of Spokane			
Mailing address: 808 W. Spokane Falls Boulevard, Parks and Recreation Division, 5th Floor-City Hall			
City: Spokane		State: WA	Zip code: 99201
Phone: 509.625.6276	Fax:		E-mail: bellison@spokanecity.org

B. Affiliation.

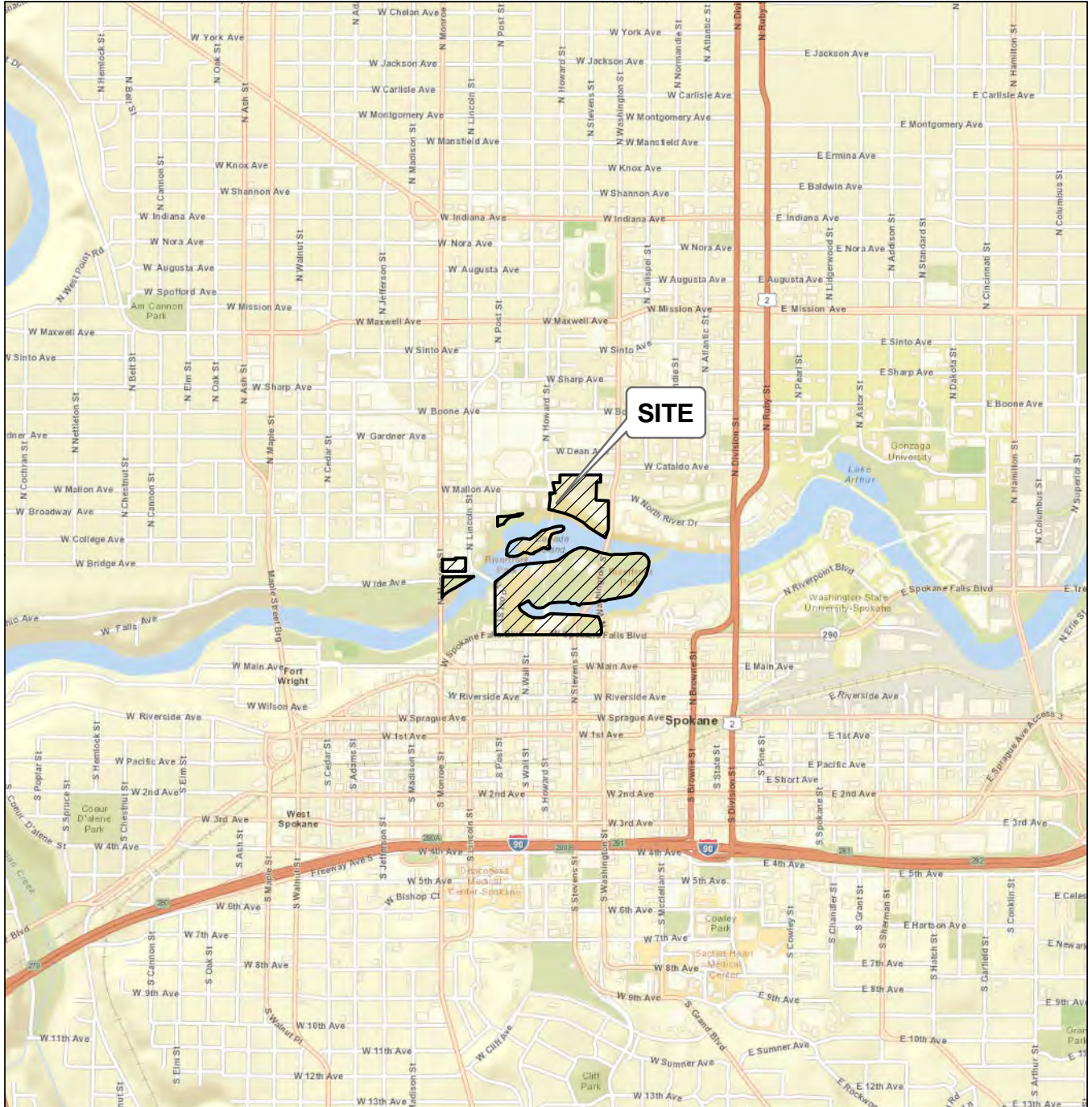
What is the signatory's involvement at the Site? Please check all that apply.

- Customer
- Property Owner
- Consultant
- Attorney
- Other – please specify: _____

If you need this publication in an alternate format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

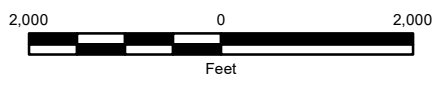
Map Revised: 23 September 2014 ccabrera

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Legend

 Site Boundary



Vicinity Map

Phase I ESA, Riverfront Park
Spokane, Washington



Figure 1

Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication. Data Sources: ESRI Data & Maps, Street Maps 2008. Base map from ESRI Data Online. Projection: NAD 1983, UTM Zone 11 North.



Map Revised: 06 October 2014 ccabrera

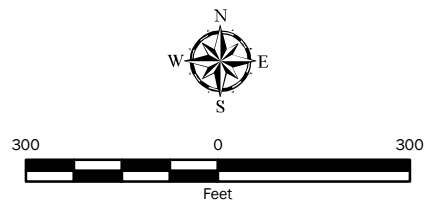
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Data Source: Streets from City of Spokane GIS.

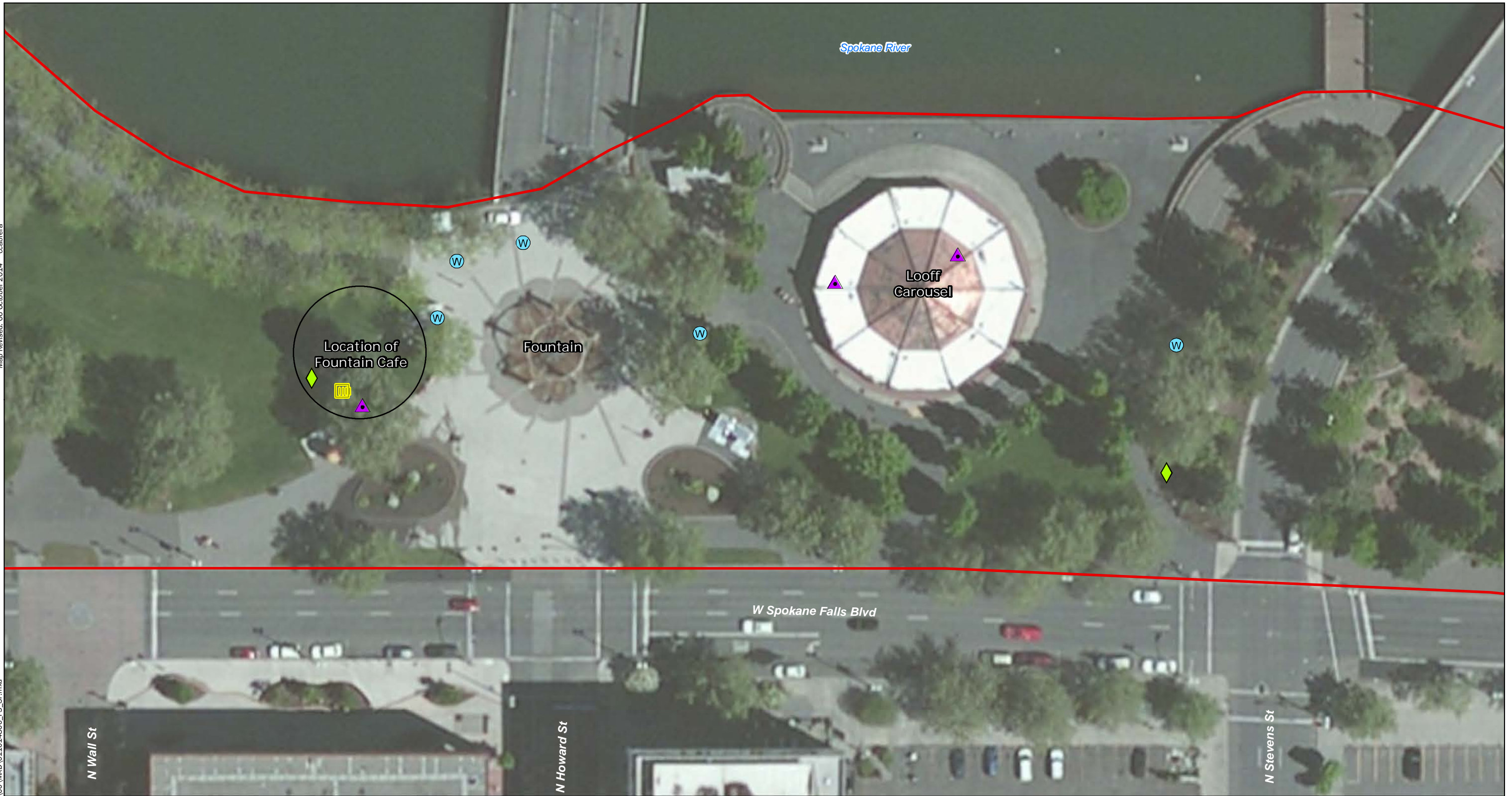
Notes:
 1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.
 GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Projection: NAD 1983 UTM Zone 11N

- Approximate Site Boundary
- Detail Site Plan Pages
- ▲ Approximate Chemical Storage Location
- ⊙ Approximate Drywell Location
- Ⓢ Approximate Transformer Location
- ⊙ Approximate Historical UST Location



Site Plan	
Phase I ESA, Riverfront Park Spokane, Washington	
	Figure 2

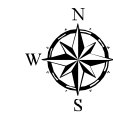


Data Source: Streets from City of Spokane GIS.

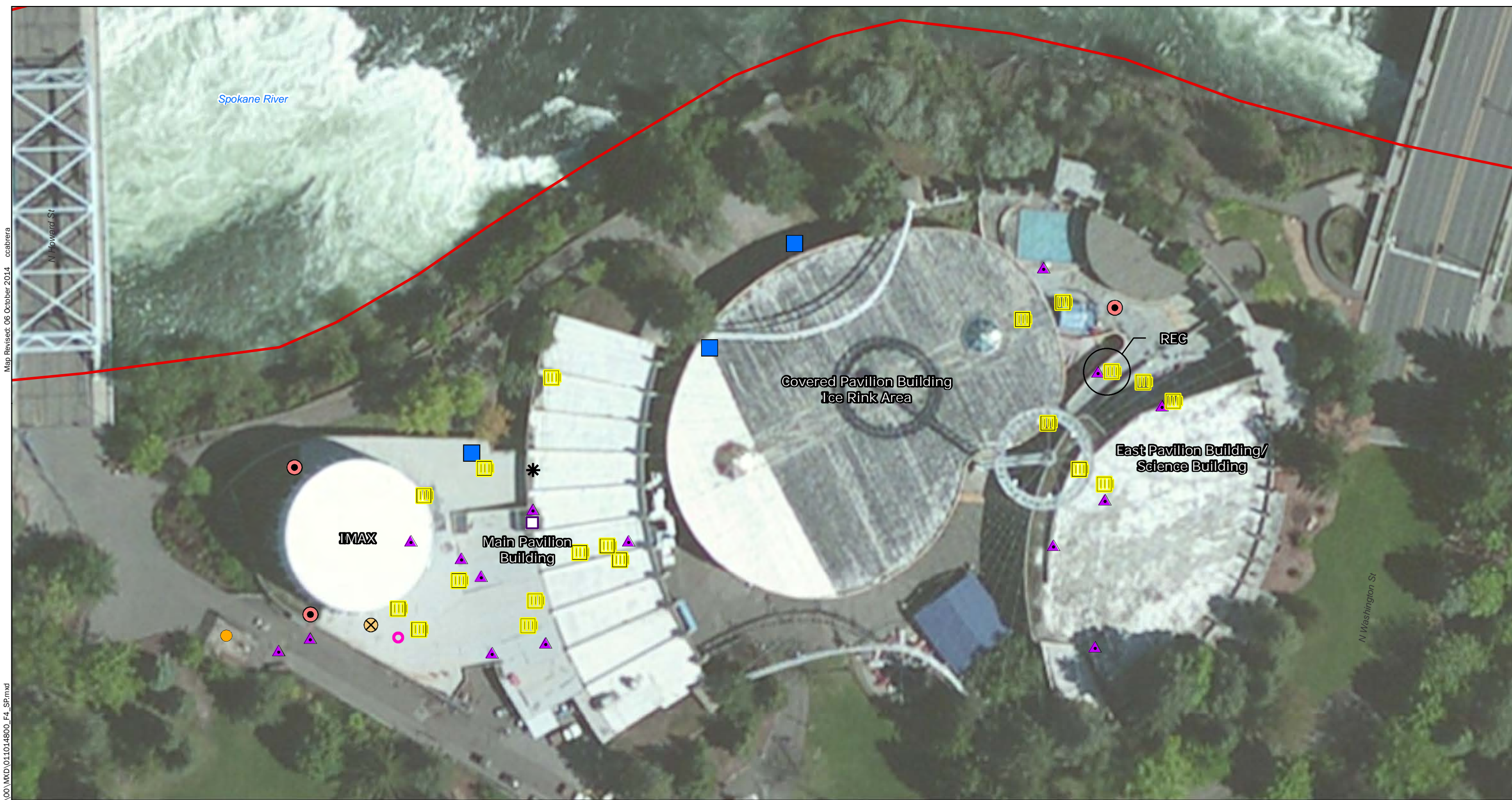
Notes:
 1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.
 GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Projection: NAD 1983 UTM Zone 11N

- Approximate Site Boundary
- Approximate Floor Drain Location
- ▲ Approximate Chemical Storage Location
- ◆ Approximate Trash Receptacle Location
- W Approximate Drywell Location



Site Plan - Carousel	
Phase I ESA, Riverfront Park Spokane, Washington	
	Figure 3













Map Revised: 06 October 2014 ccabrera

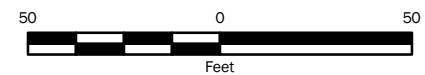
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Data Source: Streets from City of Spokane GIS.

Notes:
 1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Projection: NAD 1983 UTM Zone 11N

- | | | | | | |
|---|---------------------------------------|---|-----------------------------------|---|---------------------------------------|
|  | Approximate Site Boundary |  | Approximate Empty Drum Location |  | Approximate Grease Trap Location |
|  | Approximate Catch Basin Location |  | Approximate Floor Drain Location |  | Approximate Roof Drain Location |
|  | Approximate Chemical Storage Location |  | Approximate Drum Storage Location |  | Approximate Roofing Material Location |
| | |  | | | Approximate Sump Pump Location |



Site Plan - Pavilion Area	
Phase I ESA, Riverfront Park Spokane, Washington	
	Figure 4



Data Source: Streets from City of Spokane GIS.

Notes:
 1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Projection: NAD 1983 UTM Zone 11N

- Approximate Site Boundary
- Approximate Chemical Storage Location
- W Approximate Drywell Location
- Approximate Historical Agriculture Chemical Storage Location
- Approximate Floor Drain Location
- Approximate Trash Receptacle Location



Site Plan - Central Park Maintenance Area

Phase I ESA, Riverfront Park
Spokane, Washington



Figure 5

Part 3 – Operational History of the Site, Storage Tank Supplemental Information

IDENTIFICATION				STATUS AND CLOSURE				RELEASES	
Hazardous Substance	Type (AST/UST)	Size (Gallons)	TANK ID	DATE INSTALL	IN USE (Y/N)	DATE CLOSED	CLOSURE METHOD (*)	PAST (Y/N)	CURRENT (Y/N)
EX: Diesel	UST	10,000	4	02/87	N	05/98	Removed	Y	N
DIESEL	UST	12000	U	U	N	06/97	REMOVED	U	U
HEATING OIL	UST	10000	U	U	N	06/97	REMOVED	U	U
Gasoline	UST	10000	U	1947	N	1989	REMOVED	U	U
Diesel	UST	10000	U	1947	N	1989	REMOVED	U	U
Unknown	UST	6000	U	U	U	U	U	U	U

VCP AGREEMENT



INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and City of Spokane
(Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:
507 N. Howard Street, Spokane, Washington, 99201

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold

FOR COMPLETION BY ECOLOGY ONLY	Facility / Site Name:
	Facility / Site No.:
	VCP Project No.:

any requested opinions and notify the Customer by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice by U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Customer to comply with the Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature

Printed Name

Section Manager, _____
Toxics Cleanup Program _____ Section

Date: _____

City of Spokane
Name of Customer


Signature

BERRY ELLISON
Printed Name of Signatory

PROGRAM MANAGER
Title of Signatory

Date: 4/18/14

If you need this document in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.