



## Spokane Park Board Agenda

June 8, 2017 – 1:30 p.m.

City Council Chambers, lower level City Hall  
808 W. Spokane Falls Blvd, Spokane, Washington

### Park Board Members:

Chris Wright – President  
Susan Traver – Vice President  
Leroy Eadie – Secretary  
Ross Kelley  
Nick Sumner  
Ted McGregor  
Greta Gilman  
Rick Chase  
Steve Salvatori  
Sally Lodato  
Jennifer Ogden  
Mike Fagan – Council Liaison

### Agenda

1. **Roll Call:** *Pamela Clarke*
2. **Minutes:** May 11, 2017, regular Park Board meeting minutes and study session notes
3. **Additions or Deletions to the Agenda:**
  - A. None
4. **Special Guests:**
  - A. New Park Board member introduction, *Jennifer Ogden – Chris Wright*
  - B. [SYSCA quarterly update](#) – *Kate Green*; Northeast Youth Center executive director; and *Gary Turner*, Southside Senior Activity Center executive director
5. **Claims:** [Claims for the month of May 2017](#) – *Ross Kelley*
6. **Financial Report & Budget Update:** *Mark Buening*
7. **Special Discussion/Action Items:**
  - A. [Park Board committee assignments](#) – *Chris Wright*
8. **Committee Reports – Action Items:**

**Urban Forestry Tree Committee:** The May 30 meeting was canceled. – *Rick Chase*

  - A. Action items: None

**Golf Committee:** June 6, 2017 – *Nick Sumner*

  - A. Action items: None

**Land Committee:** May 31, 2017 – *Susan Traver*

- A. Jacobsen HR600 mower purchase/RMT (\$58,692 plus tax)
- B. AM Cannon Park Dial-A-Story project
- C. Nettleton Centennial Trail signage
- D. Don Kardong Bridge Memorandum of Understanding
- E. Revised KXLY access and reciprocal parking easements at Southeast Complex

**Recreation Committee:** June 1 2017 – *Sally Lodato*

- A. Quarterly Activity Guide publishing and printing/Griffin Publishing/ (\$42,623.49)

**Riverfront Park Committee:** June 5, 2017 – *Ted McGregor*

- A. Pavilion cover resolution
- B. Howard Street Bridge South/T. LaRiviere change order #4 (\$126,038.88)
- C. Loeff Carrousel site and building drainage system contract amendment/Berger Partnership (\$8,580)
- D. Recreational Rink/CNI change order #6 (\$30,824.52 plus tax)
- E. Rotary Fountain budget strategy
- F. Wayfinding graphic design contract amendment/Desautel Hege (\$20,300)

**Finance Committee:** June 6, 2017 – *Ross Kelley*

- A. Action items: None

**Bylaws Committee:** *Ross Kelley*

9. **Reports**

- A. Park Board President: *Chris Wright*

- B. Liaison Reports:

- 1. Conservation Futures Liaison – *Steve Salvatori*
  - 2. Parks Foundation Liaison – *Ted McGregor*
  - 3. Council Liaison – *Mike Fagan*

- C. Director's Report: *Leroy Eadie*

10. **Executive Session:**

- A. Session scheduled

11. **Correspondence:**

- A. Letters/emails: Pavilion cover  
Amusement rides
- B. Public comments: Open House comment cards/Facebook and RFP Now comments
- C. Newsletters: Hillyard Senior Center  
Sinto Senior Activity Center

12. **Public Comments:**

- A.

13. **Adjournment:**

14. **Meeting Dates:**

- A. Next Committee meeting dates:
  - Urban Forestry Committee: July 3 meeting is canceled. Next meeting: 4:15 p.m. Aug. 1, Woodland Center, Finch Arboretum
  - Golf Committee: 8:05 a.m. July 11, 2017, Manito Park conference room, Manito Park
  - Land Committee: 3 p.m. July 5, 2017, Park Operations Complex, 2304 E. Mallon
  - Recreation Committee: 3 p.m. July 6, 2017 Park Operations Complex, 2304 E. Mallon
  - Riverfront Park Committee: 8:05 a.m. July 10, 2017, City Council Briefing Center
  - Finance Committee: 3 p.m. July 11, 2017, City Hall Conference Room 2B
- B. Next Park Board: 1:30 p.m. July 13, 2017, **City Council Briefing Center**
- C. Park Board Study Session: 3:30 p.m. July 13, 2017, City Hall Conference Room 5A

*Agenda is 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. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or 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 [jjackson@spokanecity.org](mailto:jjackson@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.

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## Northeast Youth Center



The Northeast Youth Center has been busy these past few months. We had a wonderful 5 weeks up on Mt. Spokane with 10 kids learning how to snowboard. We held our 5th Annual Building Dreams for Bright Futures Fundraiser & our 19th Annual Beyond Pink Barbie Party in the month of April. We are getting ready for a busy summer!

# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## West Central Community Center



Youth at West Central participated in a Celebration of Youth Talent Showcase this quarter that included perfosports skills development.



In April we hosted our 5<sup>th</sup> annual Building Dreams Fundraiser in partnership with the NEYC and had the best year ever! We are looking forward to summer activities and trips to the pool at A.M. Cannon Park!



# **SYSCA**

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## Corbin Senior Activity Center



Corbin's elevator is finally complete! For the past month, seniors who have previously felt the center inaccessible due to the stairs have been coming back and staying involved at Corbin.



Recreation activities are picking up pace from yoga, to dance, to a mean game of pinochle. We are currently gearing up for our annual Golf Tournament Fundraiser at Indian Canyon and look forward to continued partnerships with the Parks and Rec Department.

# SYSCA

**Spokane Youth  
& Senior Centers  
Association**

## Project Joy 'keeps on singing'



This past year Project Joy's "Minstrels" have entertained 16 times and "L & M" has entertained 24 times.

Minstrels is a mixed chorus of 25 musicians who perform a variety show that includes song, dance, stories and musical instruments. Songs of the 1920's to the 1960's are familiar to seniors.

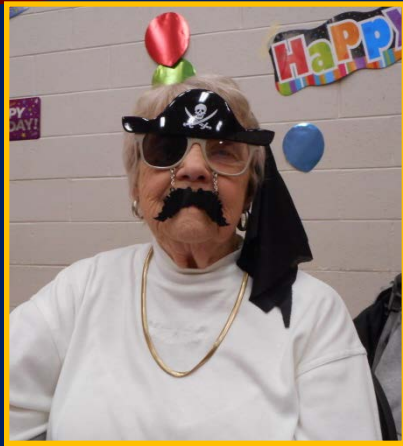


If you like country western music you will enjoy L & M (Larry and Marge). Their vocals feature guitar and bass accompaniment to classic and contemporary songs.

# SYSCA

Spokane Youth  
& Senior Centers  
Association

## Hillyard Senior Activity Center



- Hillyard Seniors are always planning the next Theme Party in their monthly celebrations! In January, we hosted a **Pirate Theme Party**, and February brought us the Valentine's Day Social with our **"Famous" 25 foot Banana Split!** In March we celebrated **St. Patrick's Day!**



- Hillyard Senior Center also offered it's largest fundraiser of the year. **The Annual Dinner Benefit Auction** at Northern Quest Resort & Casino in March! The event had 350 people in attendance with over 325 Silent and Live Auction Items which raised a record total of nearly \$38,000 this year in it's efforts to help support our program and operations!





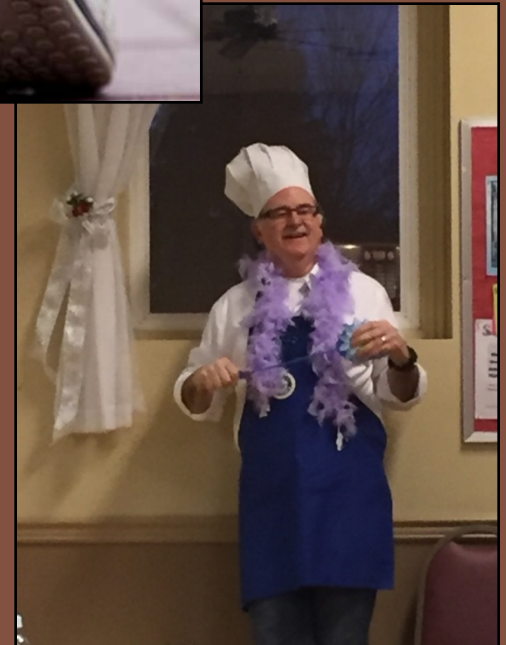
# **SYSCA**

**Spokane Youth  
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## Sinto Senior Activity Center

Boomer Fit members gather each month to encourage each other toward their fitness goals. This program is just beginning but we hope it can expand beyond our center and into the senior community at large.

Sinto Center had another great Murder Mystery Dinner event with lots of colorful characters. The event gathered about 120 seniors and raised \$1400 for our general fund.



# **SYSCA**

**Spokane Youth  
& Senior Centers  
Association**

## Southside Senior & Community Center



Our members continue to be active travelers.

In March we went to Cuba for a second time to get another taste of this quickly changing culture.



The \$49er Club toured NOAA, had a hosted dinner at the Satellite Diner then completed their day with a planetarium show at SFCC.



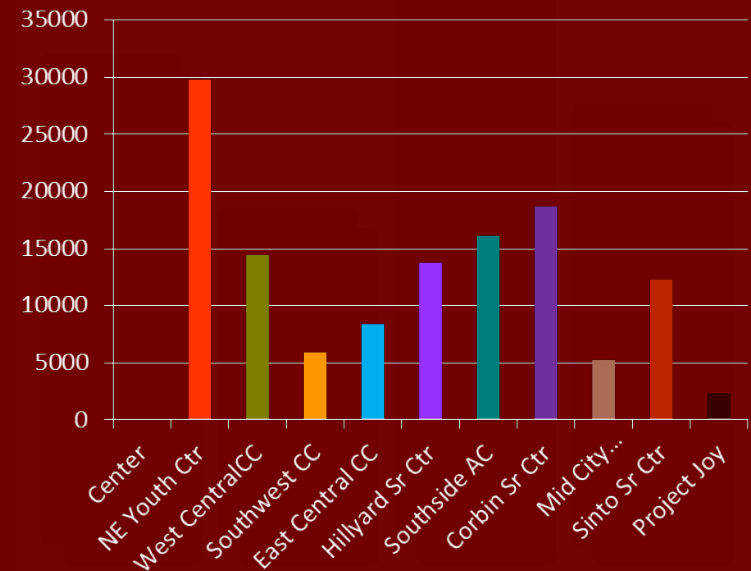
# SYSCA

**Spokane Youth  
& Senior Centers  
Association**

## 2017 SYSCA First Quarter Attendance Totals

Center	Attendances By Quarter				Attendance
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Totals
NE Youth Ctr	29,762				29,762
West Central CC	14,434				14,434
Southwest CC	5,939				5,939
East Central CC	8,438				8,438
Hillyard Sr Ctr	13,727				13,727
Southside AC	16,150				16,150
Corbin Sr Ctr	18,697				18,697
Mid City Concerns	5,233				5,233
Sinto Sr Ctr	12,282				12,282
Project Joy	2,360				2,360
Grand Totals	127,022				127,022

Attendance



**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT  
MAY 2017 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - JUNE 8, 2017**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	710,662.58
MAINTENANCE & OPERATIONS	\$	398,110.39
CAPITAL OUTLAY	\$	275,637.65
PARK CUMULATIVE RESERVE FUND	\$	71,246.60

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	2,025,143.99
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**GOLF:**

SALARIES & WAGES	\$	146,452.54
MAINTENANCE & OPERATIONS	\$	209,261.18
CAPITAL OUTLAY	\$	10,459.26

<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>3,846,974.19</b>
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Spokane Park Board June 2017 – February 2018	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Liaisons
Wright, Chris – President cwright@spokanecity.org	2019	--	--	--	--	--	--	--	--
Traver, Susan – Vice-President straver@spokanecity.org	2019	✓		Chair		✓		✓	
Salvatori, Steve ssalvatori@spokanecity.org	2022	✓	✓	✓		✓			CF
Chase, Rick rchase@spokanecity.org	2022	✓	✓				Chair		
Kelley, Ross rkelley@spokanecity.org	2018	✓	✓	✓		Chair		Chair	
Gilman, Greta ggilman@spokanecity.org	2018	✓		✓		✓			
Sally Lodato slodato@spokanecity.org	2022			✓	Chair Pro Tem		Alternate		
Sumner, Nick nsumner@spokanecity.org	2020		Chair		✓	✓		✓	
McGregor, Ted tmcgregor@spokanecity.org	2020	Chair			✓				PF
Ogden, Jennifer jmogden@spokanecity.org	2021	✓		✓			✓		
Fagan, Mike mfagan@spokanecity.org	N/A			✓					Council

PF = Spokane Parks Foundation

CF = Conservation Futures



## Jacobsen HR-600 Proposal

City of Spokane  
2305 E. Mallon Ave  
Spokane, WA 99202  
(509) 363-5468  
Attn. Larry Marsh

May 3, 2017

Larry,

Thank you for the opportunity to assist you with your latest equipment needs. Below is the proposal you requested for the Jacobsen HR 600 Lawn Tractor.

<u>QTY</u>	<u>Model</u>	<u>Description</u>	<u>MSRP</u>	<u>WA State Contract Price</u>
1	0705466613010	HR600 Jacobsen  65.2 hp Kubota Turbo Diesel Engine Foldable ROPS 11.4 foot Width of Cut Hydrostatic Transmission AdaptiCut system Sure Strength deck design Tilt Sensor Technology	\$81,477.00	\$58,692.00

❖ *The above pricing is good for 30 days and includes freight, set-up, and delivery.*

By signing below, The City of Spokane authorizes RMT Equipment to place the equipment listed above on order, and accepts responsibility for any and all costs associated with any cancellation charges that could be incurred. Thank you for the opportunity to serve you!

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Karl Hile  
RMT Equipment  
Territory Sales Manager  
801-633-2599

# HR™ Series

## Wide Area Rotary Mower

### SPECIFICATIONS

Engine	HR600	HR700	HR800			
Type	Kubota® V2403-CR-TE4 4-cyl, turbo diesel		Kubota® V3307-CR-E4B 4-cyl, turbo diesel			
Horsepower*	65 2HP (48.6 kW) @ 2700 rpm		74.3 hp (55.4 kW) @ 2600 rpm			
Emission Level	EPA Tier 4 Final (EU Stage IIIB)					
Cooling System	Side-by-side radiator/hydraulic oil cooler, pressurized, 8 qt (7.6 L) capacity, 8.5 fins per inch		Side-by-side radiator/hydraulic oil cooler, reversing fan, pressurized, 14.7 qt (13.9 L) capacity, 8.5 fins per inch			
Fuel Capacity	20.4 gal (77.1 L)		29.5 gal (109.8 L)			
Electrical System	12-volt, input/output controller, 60 amp alternator, Overload protection with automotive type fuses		12-volt, input/output controller, 90 amp alternator, Overload protection with automotive type fuses			
Traction & Drive						
Traction System	Hydrostatic closed loop parallel-cross-series SureTrac™ system, variable displacement piston pump; front high torque piston wheel motors (HR700 - fixed displacement, HR800 - dual displacement), full time auto 4wd forward, on demand in reverse. Variable displacement, electronically controlled hydrostatic piston pump					
Deck Drive	Seven individual hydraulic motors with self lubricating integral bearings		Nine individual hydraulic motors with self lubricating integral bearings			
Hydraulic Capacity	13.3 gal (50.2 litre) capacity reservoir		20.3 gal (76.8 litre) capacity reservoir			
Hydraulic System	O-ring face seal fittings, 10 micron remote charge filters, suction screen at tank, oil cooler side by side radiator, diagnostic test ports					
Speed (Max)						
Mowing	10 mph (16.4 km/h)		11 mph (17.7 km/h)			
Transport	15.5 mph (25 km/h)		High Speed 20 mph (32.2 km/h), Low Speed 10 mph (16.1 km/h)			
Reverse	4 mph (6.4 km/h)		6 mph (9.6 km/h)			
Tires, Brakes & Steering						
Front tires	26 x 12-12 tubeless 8 ply		26.5 x 14-12 tubeless 6 ply			
Rear tires	20 x 10-8 tubeless 6 ply		20 x 10-8 tubeless 8 ply			
Service Brake	Dynamic through traction system		Dynamic through traction system, emergency brake			
Parking Brake	Automatic wet parking brakes integrated into wheel motors					
Steering	Q-Amp® variable rate, hydrostatic powered equal displacement cylinder to rear wheels					
Decks & Cutting						
Overall Cutting Width	137 in. (3.5 m)	168 in. (4.27 m)	192 in. (4.9 m)			
Number and Size	One 60 in. (1.52 m) front deck, Two 44 in. (1.12 m) wing decks	One 60 in. (1.52 m) front deck, Two 60 in. (1.52 m) wing decks	One 72 in. (1.83 m) front deck; Two 66 in. (1.68 m) wing decks			
Deck Construction	11 gauge (3 mm) Domex high strength steel shell with 11 gauge (3 mm) bolt in baffle and stiffeners		11 gauge (3 mm) Domex high strength steel shell with 9 gauge (4mm) bolt in baffle and stiffeners			
Castor Wheels	Eight, 4 x 11 in. smooth tires with greasable tapered roller bearings		Ten, 4 x 11 in. smooth tires with greasable tapered roller bearings			
Deck Lift/Lower	Finger tip operated joysticks for individual deck lift/lower, cross cut position; front deck service position with lock pin. Electronic safety locks					
Weight Transfer	On demand electronically operated hydraulic weight transfer system					
Height of Cut	1.0 - 4.75 in. (25-121 mm) in 0.25 in. (6.4 mm) increments	1.0 - 4.5 in. (25-114 mm) in 0.5 in. (12.7 mm) increments	1.0 - 6.0 in. (25-152 mm) in 0.5 in. (12.7 mm) increments			
Cutting Capacity (No Overlaps or Stops)	Max: 13.8 acres/hour at 10.0 mph (5.6 ha/hr at 16.0 km/h) Typical: 10.4 acres/hour at 7.5 mph (4.00 ha/hr at 12.0 km/h)*	Max: 17.0 acres/hour at 10.0 mph (6.9 ha/hr at 16.0 km/h) Typical: 12.7 acres/hour at 7.5 mph (5.14 ha/hr at 12.0 km/h)	Max: 21.3 acres/hour at 11.0 mph (8.62 ha/hr at 17.7 km/h) Typical: 14.5 acres/hour at 7.5 mph (5.87 ha/hr at 12.0 km/h)			
Weight & Dimensions	Standard Unit	Cab Unit	Standard Unit	Cab Unit	Standard Unit	Cab Unit
Weight	3873 lbs (1756 kg)	4442 lbs (2014 kg)	4119 lbs (1868 kg)	4688 lbs (2126 kg)	4801 lbs (2178 kg)	5370 lbs (2436 kg)
Length	143 in. (3.62 m) front deck down		143 in. (3.62 m) front deck down		147 in. (3.66 m) front deck down	
Height	83 in. (2.1 m) ROPS up 78 in. (2.0 m) ROPS down and decks up	87 in. (2.2 m)	92 in. (2.34 m) decks up 83 in. (2.11 m) decks down, ROPS up 67 in. (1.70 m) ROPS and decks down	92 in. (2.34 m) decks up 87 in. (2.2 m) decks down	95 in. (2.41 m) decks up 85 in. (2.16 m) decks down, ROPS up 67 in. (1.70 m) ROPS and decks down	95 in. (2.41 m) decks up 87 in. (2.2 m) decks down
Transport Width	65 in. (1.67 m) at 1 in. (25 mm) height of cut		77 in. (1.96 m) at 1 in. (25 mm) height of cut		77 in. (1.96 m) at 1 in. (25 mm) height of cut	

\*Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.  
NOTE: Specifications, while correct at time of printing, may change without notice.



# HR™ Series

## Wide Area Rotary Mower



HR700 shown.

The all new HR Series of wide area rotary mowers delivers the next generation of productivity on all fronts. The ultra-durable new SureStrength™ decks and superior maneuverability make it the ideal mower for sports fields, parks and green spaces, schools, airports, golf courses, and commercial grounds. By utilizing high strength, high performance steel and a compact chassis design, the HR series sets a new industry standard for the most efficient use of power.

### QUICK SPECS

**Engine:**  
HR600/HR700 - 65.2 hp (48.6 kW) Kubota® diesel Tier 4 Final (Stage IIIB)  
HR800 - 74.3 hp (55.4 kW) Kubota® diesel Tier 4 Final (Stage IIIB)

**Cutting Units:** Three individually controlled rotary decks  
HR600 - 11 ft 5 in. (3.5 m) width of cut, 60 in. (1.52 m) front and two 44 in. (1.12 m) wing decks  
HR700 - 14 ft. (4.27 m) width of cut, 60 in. (1.52 m) front and two 60 in. (1.52 m) wings  
HR800 - 16 ft. (4.9 m) width of cut, 72 in. (1.83 m) front and two 66 in. (1.68 m) wings

**Transport Width:**  
HR600/HR700 - 65 in. (1.67 m) at 1 in. (25 mm) height of cut  
HR800 - 77 in. (1.96 m) at 1 in. (25 mm) height of cut

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[www.jacobsen.com](http://www.jacobsen.com)

# HR™ Series

## PRODUCTIVITY

- **The HR Series** delivers unmatched versatility, offering a range of cutting widths. Setting the standard, the HR600 (11.4 foot model) mows through up to 13.8 acres of grass per hour. Getting more done, the HR700 (14 foot model) cuts up to 17.0 acres of grass per hour, or the ultra productive HR800 (16 foot model) slices through up to 21.3 acres of grass per hour.
- **Unparalleled nimble platform** delivers zero uncut circle for effortless 180 degree turning, leaving no uncut grass and easier mowing around obstacles.
- **New AdaptiCut™** system automatically adjusts mow speed to ensure consistent cut performance even through the thickest grass.

## SERVICEABILITY

- **Individual hydraulic deck motors** with self-lubricating integral bearings deliver reliable cutting power to each blade and require no tensioning or greasing maintenance of belts and pulleys.
- **InCommand™ control system** provides on-board diagnostics for quick and easy troubleshooting and displays maintenance reminders on-screen to aid in proper service and increased up time.

## COMFORT

- **Ergonomic cockpit** with optimal seating position, wing decks set forward of operator, and armrest located individual lift/lower deck joysticks for superior unobstructed views.
- **Tilt Sensor Technology (TST)™** ensures operator safety by automatically monitoring slope angles and alerting operators when nearing unsafe working conditions.



**Industry's narrowest transport in its class** allows the HR series to go where other mowers simply can't.

- Wing decks fold up inside the front deck to easily gauge accessibility.

## PRODUCT CONFIGURATION

### EQUIPPED AS STANDARD ON THE HR SERIES

- ✓ SureTrac 4WD
- ✓ Foldable ROPS
- ✓ 3.8" full color display screen
- ✓ Tilt steering wheel
- ✓ 4 point tie downs
- ✓ ISO mounted operator's platform
- ✓ Fully adjustable suspension seat with seat belt
- ✓ Armrest controls
- ✓ Fully sealed, maintenance free rear axle
- ✓ Cruise control
- ✓ Password protected, programmable travel speeds
- ✓ Selectable manual, automatic, and creep modes

### ADDITIONALLY ON THE HR800

- ✓ Reversing fan

### ACCESSORIES

- ☐ Road light kit
- ☐ Canopy/sunshade
- ☐ Climate controlled cab
- ☐ Cab accessories - Road light kit, Rear wiper kit



**Factory installed, ROPS certified, climate controlled cab** with A/C, heat, fan, ventilation windows and premium air suspension cloth seat provides operator protection and comfort in extreme temperatures.

Heated windshield with sunshade, wiper and washer helps maintain visibility if sun is glaring or weather turns bad. Additional features include - interior & exterior mirrors, amber beacons, left glass assist door with locking handle and rear emergency exit. Road light kit and rear wiper kit available.

## Wide Area Rotary Mower



### Q Amp® Steering

variable rate steering system delivering straight line mowing while maintaining the fast response required to turn immediately.

### Armrest Control

operator lift/lower controls on fingertip joystick for fatigue free operation. Cross cut position for seamless transitioning over pathways. AdaptiCut™ system light indicators for real-time cut quality feedback.

### InCommand™ Control System

full color display screen providing real time onboard diagnostics, service intervals, and TST for safe slope operation ensuring operators and service technicians have information to run efficiently and safely.

### Comfortable, Productive Ride

ISO mounted operator platform complete with a full suspension, high back seat. Maximum visibility with minimum fatigue.

### Proven and Powerful

tier 4 Final (Stage IIIB) Kubota® turbocharged diesel engines deliver exceptional mowing power to effortlessly take down the tallest, thickest grass.

### Reversing Fan (HR800)

Hydraulically controlled fan reverses on-demand or automatically via timer keeping air intake screen clear of debris and features automatic speed control providing optimal operating temperatures.

### Easy Access Hood

instant access for daily maintenance and quick release side panels for more thorough servicing. Storage net behind operator for jackets and supplies.

### SureTrac™ 4WD

parallel-cross-series system automatically transfers power where needed. Provides superior traction for hill climbing and side slope operation. Also features on-demand 4WD in reverse.

### Maintenance Free, Wet Parking Brakes

integrated into the front wheel motors, deliver safe braking on even the steepest of slopes and have no linkages or pads to service or adjust.

### SureStrength™ Decks

constructed with Domex® high strength, high performance structural steel delivers greater durability in a lighter more sustainable design. Bolt together construction makes for easy maintenance and repairs.

### Best Use of Power

HR series wide area rotary mowers are lighter than its competitors. By utilizing high strength, high performance steel throughout and compact chassis design, a new industry standard has been established for power to weight ratio and efficiency.



# WEST CENTRAL DIAL-A-STORY

## A COLLABORATIVE PROJECT OF:

Spokane Arts  
Spark Central  
Laboratory  
Spokane Civic Theatre

## INSTALLATION SITES

**Batch Bakeshop** | Mika Maloney  
**West Central Community Center** | Kim Ferraro  
**Indaba Coffee** on Broadway | Bobby Enslow

## SYNOPSIS

Three 'Dial-A-Story' booths will be installed at three sites in the West Central neighborhood in May 2017 through September 15, 2017. The sponsor for the three booth installations is STCU. These booths are an interactive way for community members to connect with the history, culture, and experiences of the West Central neighborhood and bring community members closer together. This interactive public art is a dynamic intersection of arts disciplines.

Pedestrians can hit a key on the rotary phone and then use the attached headset to play back stories by real West Central residents lasting no more than 3 minutes each. Stories were written by adults and teens living and working in West Central. Anonymous submissions were encouraged, and a website and QR code on each booth encourages listeners to share their own West Central experiences via Spokane Arts website in the hopes that we can add new stories to the booths throughout the summer.

On May 23rd, Spark Central hosted a performance night where actors from the Spokane Civic Theatre dramatically performed the stories for the community. We hoped to have the booths installed by May 23rd, but are now hoping for as soon as possible.



**Thanks for your time and support!**



## **NETTLETON'S ADDITION FINAL SCULPTURE WHITE PAPER**

### **PURPOSE**

To install and accession into the City of Spokane's Public Art Collection an existing fourth Nettleton's Addition Historic District marker, which was delayed due to Centennial Trail construction.

### **BACKGROUND**

Nettleton's Addition Historic District was listed on the National Register of Historic Places in 2006. By 2008, the West Central Neighborhood had marked the district's three major arterial entrances with towering reclaimed-metal sculptures, fabricated by artist and Nettleton's resident Steffan Wachholtz. These sculptures were accessioned into Spokane's Public Art Collection through agreements with the City's Park Department, Street Department and a private property owner. Wachholtz also began fabrication of a fourth sign for installation at the southwest corner of the district, at Bridge Avenue along the Centennial Trail, which at that time was still in the planning phase. With that section of the trail now complete, the neighborhood has initiating installation of this final sign.

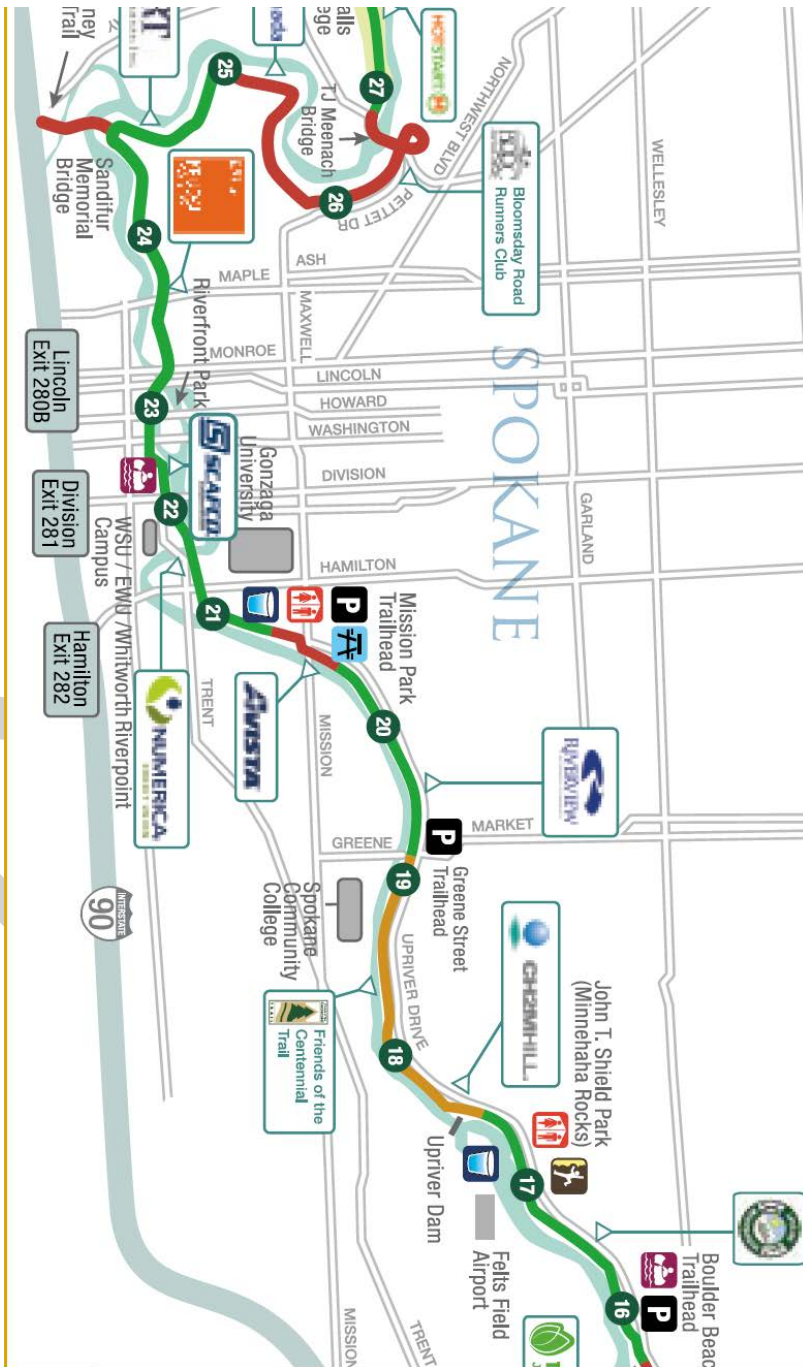
Installation of the final sign will be funded jointly by the West Central Neighborhood Council and Jim Frank and mark the point where Nettleton's Addition and Kendall Yards meet. Cut aluminum plate will read "NETTLETON 1887" when viewed from the south and "KENDALL YARDS" when viewed from the north. The marker will be 15 ½ feet tall and 3 ¾ feet in diameter at the base, encircled by a bench 6 ¾ feet in diameter. The concrete plinth will be 9 ¾ feet in diameter at ground level.

D.C. Concrete, Inc., the licensed and bonded contractor involved with the two most recent Nettleton's Addition marker projects, will handle the installation. Payment will be made directly from the sponsors to the artist and contractor after the installation is complete.

### **ACTION**

The Nettleton's Addition project is supported by the West Central Neighborhood Council, Jim Frank and the Spokane Arts Commission. The project supports the City's goals of cultivating public and private partnerships, establishing Spokane's identity, creative placemaking and dovetailing the arts and civic planning. It's hoped the Spokane Park Board also supports installation and accession of this final piece alongside its companion pieces.

Exhibit 1









## CONTRIBUTION AGREEMENT

### PARKS DEPARTMENT & THE FRIENDS OF THE CENTENNIAL TRAIL FUNDING UP TO \$75,000 FOR 30% DESIGN WORK FOR THE DON KARDONG BRIDGE ON THE CENTENNIAL TRAIL

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE FRIENDS OF THE CENTENNIAL TRAIL**, a 501(c)(3) corporation organized under the laws of the State of Washington, as ("FRIENDS"). Hereinafter referenced together as the "parties", and individually a "party."

WHEREAS, the City of Spokane Parks and Recreation Department is in charge of maintaining the Centennial Trail ("Trail"), as it courses along the Spokane River and through the City of Spokane; and

WHEREAS, FRIENDS is engaged in raising funds to contribute to various agencies to assist them with the maintenance of the Trail. FRIENDS is desirous of contributing funding to assist the City with the costs of the initial Architectural & Engineering ("Initial A&E") associated with the redesign and refurbishment of the Don Kardong Bridge ("Bridge") on the Trail.

-- NOW THEREFORE, the parties hereto agree as follows:

#### **AGREEMENTS:**

##### **1. PREMISES.**

A. The City maintains portions of the Trail, which includes: the asphalt trail, bridges and related improvements located along the Spokane River, from the Idaho State Line through downtown Spokane as depicted in the attached Exhibit A.

B. FRIENDS is willing to contribute (subject to the terms of this Agreement) funds to assist the City with the necessary Initial A&E costs associated with the redesign and refurbishment of the Bridge.

C. **Condition.** As a condition precedent to the effectiveness of this Agreement, the City shall (i) cause this Agreement to be approved by the Park Board and (ii) provide to FRIENDS a legal opinion reasonably acceptable to FRIENDS, that this Agreement shall, upon said Park Board approval, be fully in effect and enforceable according to its terms.

2. CONTRIBUTION. Pursuant to and subject to the terms and conditions of this Agreement, and after the conditions precedent in Section 1.C are satisfied, FRIENDS shall contribute up to **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)** to the City to assist the City with its Initial A&E costs associated with the redesign and refurbishment of the Bridge. Contributions up to the maximum **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)** amount by the FRIENDS to the City shall occur within fifteen (15) business days of the City providing to the FRIENDS copies of invoices from the engineering firm for the Initial A&E costs incurred for the redesign and refurbishment of the Bridge; provided, however, that no further contributions shall be made by the FRIENDS from and after the earlier of (i) the FRIENDS contributing a total of **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)** under the terms above or (ii) December 31, 2017.

3. REFUND BY CITY TO FRIENDS OF CONTRIBUTION. In the event the renovation and refurbishment of the Bridge is not completed in accordance with the final A&E design specifications by December 31, 2021, the City shall, no later than January 31, 2022 pay to FRIENDS an amount equal to the total amount contributed by the FRIENDS to the City under Section 2 (above), plus interest at FIVE PERCENT (5%), compounded annually from the date(s) of the contribution(s) made by FRIENDS under Section 2, above. In order for said completion of the Bridge to be deemed to have occurred, the firm which provided the final A&E specifications must certify on or by December 31, 2021, that (i) the renovation and refurbishment of the Bridge is substantially complete (ninety percent 90%), and in accordance with said final A&E design, specifications therefore and (ii) said renovation and refurbishment is substantially in accordance with the Initial A&E design specifications.

4. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a "grantor" of contributions (FRIENDS) and a "grantee" of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between the parties hereto. Moreover, nothing hereunder shall be constructed to create any form of ownership interest in FRIENDS to the Trail or any asset of the City, including, but not limited to: the A&E designs and specifications described in this Agreement. The parties acknowledge and agree that FRIENDS has no authority or control whatsoever over the selection of the architectural and engineering firm to provide the design described above; the actual redesign and specifications for construction and refurbishment of the Bridge or the operation and/or maintenance of the Bridge. The City hereby agrees to indemnify and hold harmless the FRIENDS from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by FRIENDS as a result of this Agreement and the FRIENDS contribution above. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

5. TAXES. Any and all taxes imposed on the contributions by FRIENDS under this Agreement shall be borne by the City.

6. NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by

certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

Friends of the Centennial Trail:  
P.O. Box 351  
Spokane, WA 99210

City of Spokane Parks and Recreation Department  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

7. GOVERNING LAW. This Agreement shall be interpreted, construed and governed according to the laws of the State of Washington.

8. DISPUTES. In the event of a dispute relating to or arising from this Agreement which cannot be settled by the parties within thirty (30) days of the written demand of either party to the other for commencement of negotiations concerning the same, the arbitration provisions of this Section 8 shall apply. Either party ("Demanding Party") may, after said thirty (30) day period, give written notice to the other party ("Recipient Party") demanding arbitration hereunder and designating an arbitrator ("Arbitration Notice"). The arbitrator selected by the Demanding Party shall arbitrate the dispute unless, within twenty (20) days of the Arbitration Notice, the Recipient Party gives the Demanding Party written notice of the Recipient Party's rejection of said arbitrator and designates an arbitrator of the Recipient Party's choice. If, within ten (10) days of the Recipient Party's rejection, the parties do not agree in writing to an arbitrator, the dispute shall be submitted to Judicial Dispute Resolution of Seattle, Washington ("JDR") to select a single arbitrator designated by JDR, who JDR, in its discretion, believes is appropriate for the subject dispute. The arbitrator selected by JDR may or may not be a JDR arbitrator. The arbitration shall take place in Spokane, Washington, in accordance with RCW 7.04A. The arbitrator selected in accordance with the foregoing shall make all decisions regarding discovery procedure, fact and law, and such decisions shall be final and binding on all parties. Prior to the final decision of the arbitrator, each party shall be responsible for payment of one-half (1/2) of the associated fees of the arbitrator. However, the party designated by the arbitrator as the substantially prevailing party in the arbitration shall be awarded all the costs of arbitration, including reasonable attorneys' fees incurred and the fees incurred for arbitrator. Any judgment upon an award may be entered in the Superior Court of Spokane County, in the State of Washington.

9. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by FRIENDS described herein and may not be modified or amended, except by a written instrument signed by each of the parties hereto expressing such modification or amendment. A failure on the part of either party to exercise or a delay in exercising any right, power or remedy hereunder shall not operate as a waiver, or future waiver thereof, except where a time limit is expressly specified herein. No single or partial exercise of any right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy. This



Agreement contains all covenants, representations and warranties made between the parties hereto.

B. Prior Agreements or Writings. This Agreement completely supersedes any other agreement (oral or written) or writings between the parties hereto.

10. INTERPRETATION AND SIGNATURES. This Agreement was the product of negotiation between the parties so that neither party shall be considered the drafter of this Agreement. This Agreement may be signed in counterparts. Captions are for convenience only and shall not be construed as substantive provisions of this Agreement. If any provision of this Agreement is determined to be unenforceable, it shall be severed from this Agreement with all other provisions of this Agreement to remain in effect and enforceable.

11. City of Spokane Parks and Recreation will own all plans and specifications funded and associated with this Agreement.

Dated: \_\_\_\_\_ CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT

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

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

Attest: \_\_\_\_\_ Approved as to form:

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

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

Dated: \_\_\_\_\_ FRIENDS OF THE CENTENNIAL TRAIL

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

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

Email Address:  
\_\_\_\_\_

AFTER RECORDING RETURN TO:

Stanley M. Schwartz  
Witherspoon Kelley  
422 W. Riverside Ave, Suite 1100  
Spokane WA 99201

## ACCESS AND RECIPROCAL PARKING EASEMENTS

This Access and Reciprocal Parking Easement ("**Easement and Agreement**") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017 ("**Effective Date**") by and between the City of Spokane, Parks Department ("**Park Board**"), as "**Grantor**" and QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation which term includes successors and assigns ("**KXLY**") as "**Grantee**", hereinafter jointly referred to as "**Parties**".

### Recitals

A. The Park Board owns certain real property located in the City of Spokane, Spokane County, Washington, consisting of approximately 16.5 acres, as more particularly described on the attached **Exhibit A** ("**Park Property**"). The Park Property is developed as a youth sporting complex, which includes soccer fields, baseball diamonds, surface parking, and a storage area.

B. The Parties acknowledge and understand as follows: (1) The Park Property is commonly referred to as the Southeast Sports Complex and was previously improved with a grant (the "Grant") awarded by the State of Washington Interagency Committee for Outdoor Recreation (the "Agency"); (2) the exchange of easements under this Easement and Agreement is considered a "conversion" under guidelines administered the Agency (the "Conversion"); (3) Grantee is in the process of asking the Agency to approve the Conversion; and (4) obtaining Agency approval will require joint and mutual cooperation of the Parties, and will require appraisals prepared according to guidelines approved by the Agency demonstrating that the property interests received by the Park Board hereunder have a fair market value at least equivalent to that of the property interests being converted (the "Appraisals").

**BC.** South and west of the Park Property, KXLY owns real property consisting of approximately 14 acres, as more particularly described on the attached **Exhibit B ("KXLY Property")**. The KXLY Property contains two existing broadcast towers, a generator building, improvements and open space.

**CD.** Directly south of the Park Property, KXLY owns approximately fifteen (15) acres of property which is presently zoned CC2-DC, subject to a Development Agreement with the City of Spokane ("**Adjacent KXLY Property**"). See **Exhibit B-1**.

**DE.** The City of Spokane owns land in between and adjacent to both the Park Property and the Adjacent KXLY Property which is the subject of a Purchase and Sale Agreement (Clerk's File OPR 2015-0920) between the City of Spokane and KXLY ("**City Property**").

**EF.** A signalized intersection was recently installed at Regal Street and Palouse Highway (the "**Signalized Intersection**"). The Signalized Intersection improves traffic movements for north and south bound traffic on Regal Street and east bound traffic on Palouse Highway.

**FG.** At present, pedestrians and vehicles access the Park Property through a driveway and parking lot located south of the Signalized Intersection.

**GH.** The Parties believe that the development of the west leg of the Signalized Intersection will enhance the use and enjoyment of the Park Property, the Adjacent KXLY Property and the City Property ("**Benefitted Properties**") and wish to enter into an agreement providing for conveyance of easements with construction and maintenance of improvements that will provide pedestrian, vehicular access ("**Joint Access**"), and vehicle parking for the Benefitted Properties. See **Exhibit C**.

**HI.** Simultaneous with the Parties' execution of this Easement and Agreement, the Parties have also entered into a (i) Ground Lease with City of Spokane Park Board ("**Ground Lease**"), and (ii) a License and Development Agreement ("**License and Development Agreement**"), of even date herewith. The Ground Lease provides for a lease of certain property by KXLY to the Park Board, and the License and Development Agreement provides for construction of the Joint Access as well as other improvements including, without limitation, a soccer field on the property covered by the ground lease.

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

1. **ACCESS AND PARKING EASEMENT.** Grantor does hereby grant, convey and deliver to Grantee, its successors and assigns a non-exclusive easement in, under, through and over the following described property:

(see attached **Exhibit D**)

hereinafter referred to as "**Easement Area**" upon the terms, covenants and conditions herein. This easement shall apply to all interests now owned or hereafter acquired in the Easement Area. Grantor further agrees that Grantee shall have a right of entry upon reasonable areas of the Park Property that is adjacent to the Easement Area to install, inspect, repair or maintain the Easement Area and perform any other related functions or duties provided following such entry the adjacent area is returned to the condition it was found, reasonable wear and tear excepted.

2. PURPOSE. This easement is conveyed to the Grantee for purpose of locating, constructing, maintaining and repairing a public pedestrian and vehicle access to the Benefitted Properties, plus outdoor surface vehicle parking and related landscaping with stormwater control together with the right to install, use and maintain underground sewer and water lines, electrical service lines and other public utilities to serve adjacent property in a manner that does not unreasonably interfere with the purpose of the easement ("**Access and Parking Easement**"). The improvements on the Easement Area will provide public access to the Benefitted Properties from Regal Street and Palouse Highway through the Signalized Intersection.

3. CONSIDERATION. The consideration for the easements is set forth in this Easement and Agreement and the License and Development Agreement between the Parties.

4. COVENANTS. Grantor and Grantee agree to the following.

A. Duration. The Access and Parking Easement and rights granted herein, shall run with the land to which the Easement Area is appurtenant (the "**Burdened Property**") and shall be perpetual in duration, and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Easement and Agreement may be terminated by: (1) KXLY if it does not acquire the City Property or (2) the Park Board if KXLY does not commence development of the Joint Access as well as the Improvements described in the License and Development Agreement within four (4) years from the Effective Date and thereafter complete said improvements with reasonable diligence.

B. Interference. Grantor, without the consent of Grantee, may not grant other interests, rights or easements that allow the use of the Easement Area or areas adjacent thereto that unreasonably interfere with the use permitted through this Easement or the covenants set forth in this Section 4.



C. Development of Joint Access. KXLY, through its agents and contractor, shall, at its cost and expense, design, construct, warrant and otherwise develop the Joint Access as a local access commercial street. The Joint Access shall be open and available for use by the public in the same manner as other public streets in the City of Spokane, subject to the terms of this Easement and Agreement.

D. Maintenance. KXLY at its cost and expense will maintain and repair the street and related improvements on the Joint Access to a condition, at least, in reasonable conformance with the condition of curb, sidewalk and pavement adjacent to the Signalized Intersection. Maintenance and repair includes cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks which result from reasonable wear and tear.

In an emergency, Grantee shall have the right, but not the obligation, to enter the Easement Area and the Burdened Property for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the Easement Area.

E. Conforming Easement to "As Built" Construction. Following construction of the Joint Access, KXLY shall provide a current survey that depicts (1) the Joint Access and (2) the boundary between the Park Property and the City Property consistent with the installed improvements.

F. Displacement of Park Department Surface Parking. Prior to construction of the Joint Access, KXLY and the Parks Department shall meet and confer to identify the number of and relocation of vehicle parking spaces on the Easement Area that will be displaced as a result of installing the Joint Access. It is intended that KXLY shall replace each displaced parking stall (estimated to be eight foot wide parking stalls) with at least one similar space prior to the full improvement and occupancy of the Adjacent KXLY Property pursuant to the then-existing City land use entitlements.

G. Development of Joint Use Parking. Following completion of the Joint Access, KXLY shall within a reasonable period develop vehicle parking in conformance with City of Spokane development standards on the Easement Area and KXLY Property, hereinafter the "**Joint Use Parking**" as depicted on Exhibit C. The parking shall be non-exclusive and be available on a "first come, first-serve basis" to persons who are using or otherwise occupying the Park Property, KXLY Property and Adjacent KXLY Property for its intended purpose. The number of available parking spaces for joint use is estimated to be 149.

5. RECIPROCAL PARKING AND ACCESS EASEMENT ON KXLY PROPERTY. In consideration for the Access and Parking Easement, KXLY hereby grants and conveys a

{S1380118; 7 }

perpetual non-exclusive easement to the Park Board, its employees, officers, agents, guests, licensees and invitees who are using or occupying the Park Property (collectively, the "Permitted Users") to park motor vehicles on the KXLY Property with related vehicle and pedestrian ingress and egress on the areas depicted and legally described on Exhibit E, which areas include a driveway no less than 20 feet in width running between the southwest corner of easement area "B and the eastern edge of easement area "C", as depicted in said Exhibit E ("Reciprocal Easement"). In the event the Appraisals indicate that the fair market value of the easement interests received by KXLY hereunder exceed the fair market value of the Easement interests received by the Park Board, KXLY agrees to adjust the boundaries to increase the size of the easements conveyed to the Park Board hereunder such that the fair market value of the easements received by the Park Board are at least equal to the fair market value of the easement interests received by KXLY, determined according to Agency appraisal guidelines.

A. Duration. The Reciprocal Easement and rights granted herein shall run with the land to which the Reciprocal Easement is appurtenant, shall be perpetual in duration and binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Reciprocal Easement shall automatically terminate if and when the Access and Parking Easement is terminated.

B. Use and Occupancy. The Joint Use Parking shall be free and open to the public during regular park hours for the Park Property, and may be used and occupied by persons and vehicles for reasonable periods consistent with the customary permitted use and occupancy of vehicle parking on the adjacent commercially KXLY developed property and the use of the public Park Property as open space and/or public sports complex fields for outdoor recreation. In the event KXLY, its successors and assigns finds that any person is using the Joint Use Parking in a manner which violates any term of this Easement and Agreement or any reasonable rule related to the Joint Use Parking, causes harm or creates a nuisance, KXLY may require the vehicle or person(s) to be removed therefrom. Prior to the removal of a vehicle KXLY may give notice by 1) contacting the person and/or 2) posting a notice on the vehicle to be removed. Twenty-four (24) hours after notice KXLY is authorized to remove the vehicle and take such other action as is reasonably necessary including storage or impoundment. KXLY shall defend, indemnify, and hold the Park Board harmless against any claims resulting from KXLY's removal of vehicles from the Easement Area.

C. Maintenance. KXLY shall be responsible to improve, maintain, repair, resurface, stripe, sweep, and remove snow and litter from the Joint Use Parking, at no cost to the Park Board. Appropriate signage for such available parking shall be placed on both the Park Property, City Property and KXLY Property in mutually agreed locations.

C.D. Assignment of Rights. KXLY understands that the Park Board will record an assignment of rights in the records of Spokane County that: (1) describes the Reciprocal Easement; (2) commits the Park Board to enforcing the terms of this Easement and Agreement; (3) gives the Agency certain rights, which are co-held with the Park Board, for access to the Reciprocal Easement; (4) indemnifies the Agency with respect to the acts or omissions of KXLY and the Park Board on the Easement Area; and (5) requires the Park Board to consult with the Agency for any amendment of the Easement and Agreement, or conversion of the easement to another use.

6. INSURANCE.

- A. KXLY shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1.5 million per occurrence and \$2 million General Aggregate, naming the City of Spokane and Park Board, its 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 KXLY's use and occupancy of the Easement Area, including non-owned automobile liability.
- B. The Park Board shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1.5 million per occurrence and \$2 million General Aggregate, naming KXLY, its officers, employees, contractors, agents, and other such persons or entities as KXLY may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to the Park Board's use and occupancy of the Reciprocal Easement, including non-owned automobile liability.

7. INDEMNIFICATION.

- A. KXLY shall indemnify, defend, and hold the City of Spokane and Park Board harmless from all claims arising from the KXLY's use, occupancy, management, and maintenance of the Easement Area or from any activity, work or thing done, permitted or suffered by KXLY in or about the Easement Area, except to the extent such claim resulted from the act or omission of the City of Spokane or 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 KXLY's employees, agents, or contractors.

B. The Park Board shall indemnify, defend, and hold KXLY harmless from all claims arising from the Park Board's use, occupancy, management, and maintenance of the Reciprocal Easement or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Reciprocal Easement, except to the extent such claim resulted from the act or omission of KXLY'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 either party has a claim or dispute under this agreement, 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 five (5) 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 equally shared by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Grantor represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of the City of Spokane, Parks Department in accordance with a duly adopted resolution of the Park Board in accordance with its Charter and bylaws, and that this Easement is binding upon the City of Spokane and said entity 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:

GRANTOR:

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

GRANTEE:

QueenB Radio, Inc.  
Attn: Tim Anderson  
500 W. Boone Avenue  
Spokane, WA 99201



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

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Agreement 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 Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Easement may not be assigned without the written consent of Grantor, which consent will not be unreasonably withheld.

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

GRANTOR:

GRANTEE:

CITY OF SPOKANE, PARK BOARD

QUEENB RADIO, A WASHINGTON  
CORPORATION

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

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was 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 \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 QueenB Radio, Inc., 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 Park Property

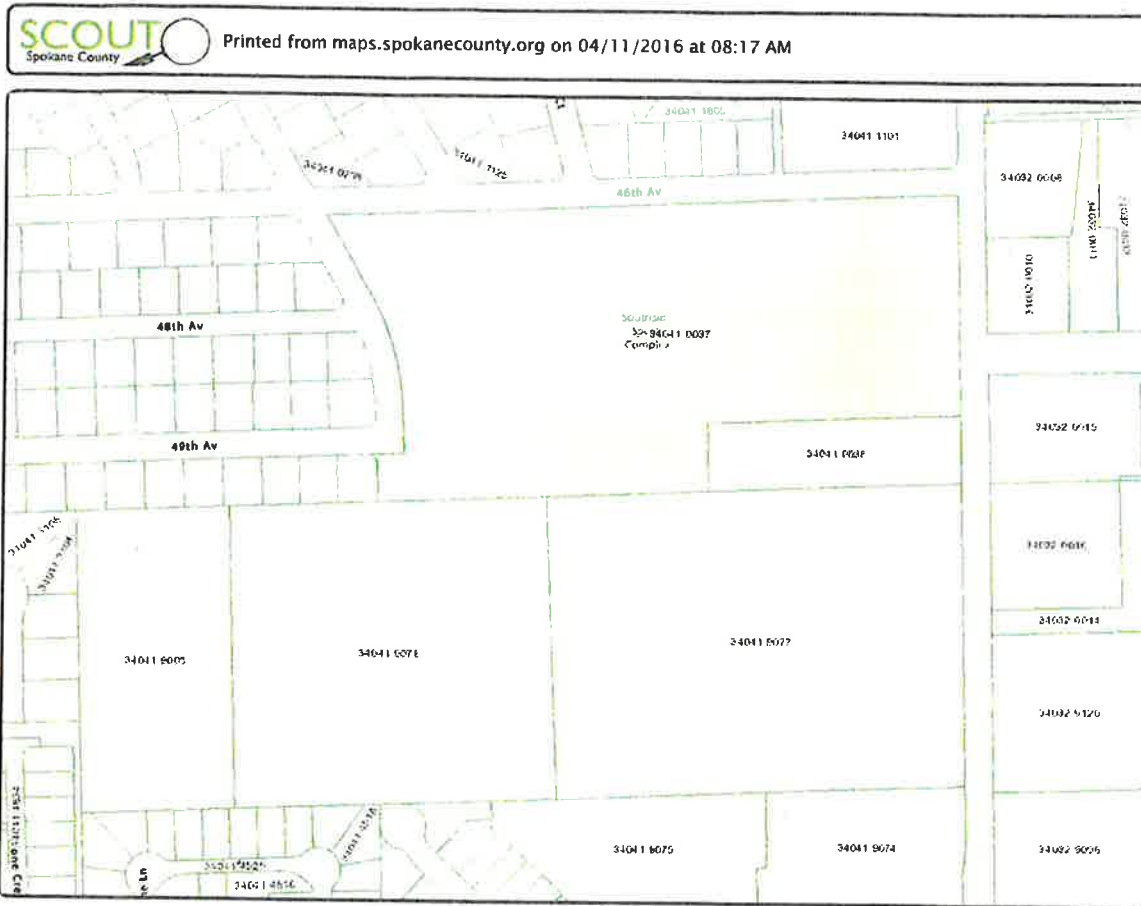


EXHIBIT B  
KXLY Property

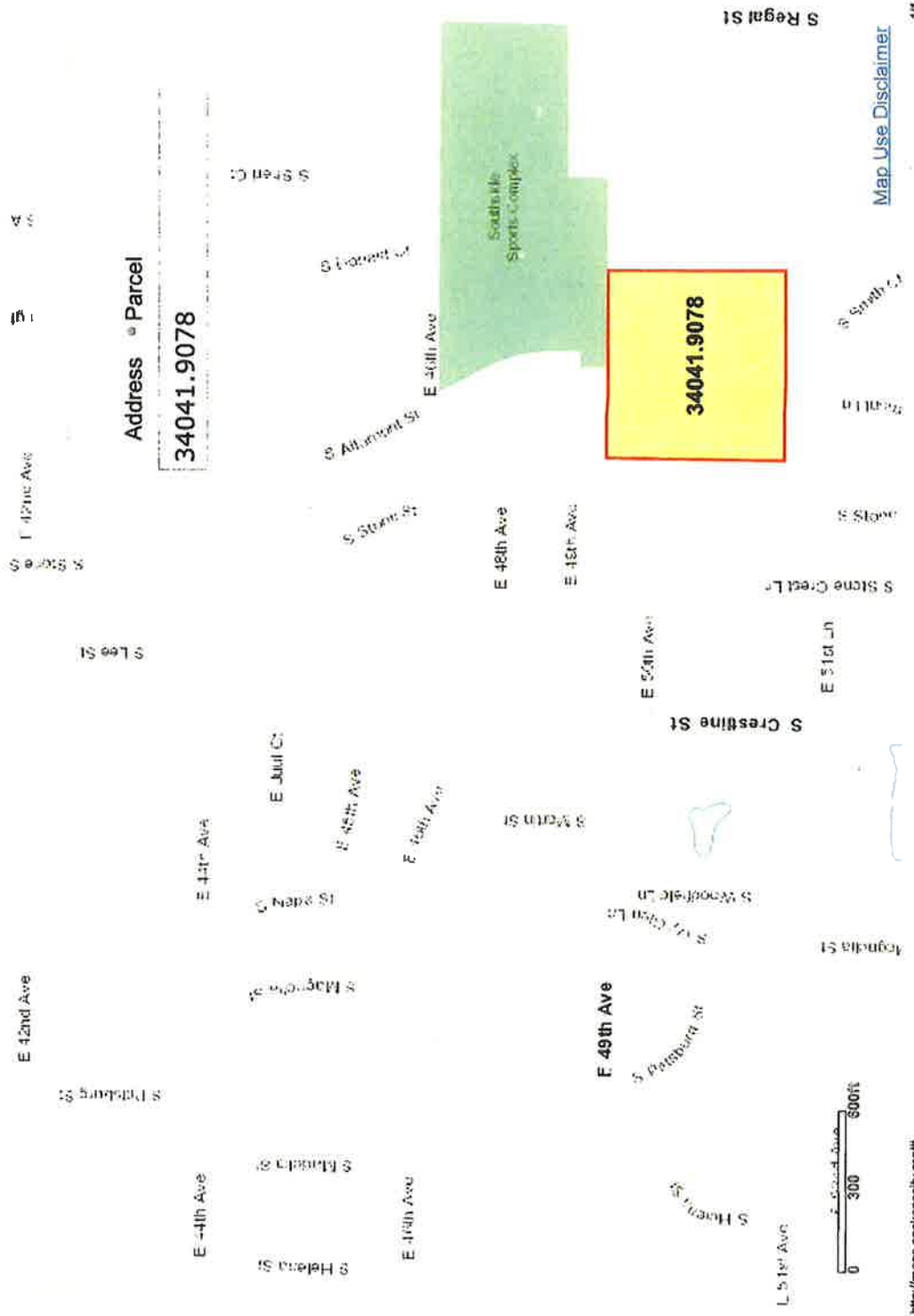
KXLY Property

*[exhibit on next page]*

4/11/2016



MapSpokane



{S1380118; 7 }



Legal Description for KXLY Property

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 10, SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, WASHINGTON.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 9 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9, THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

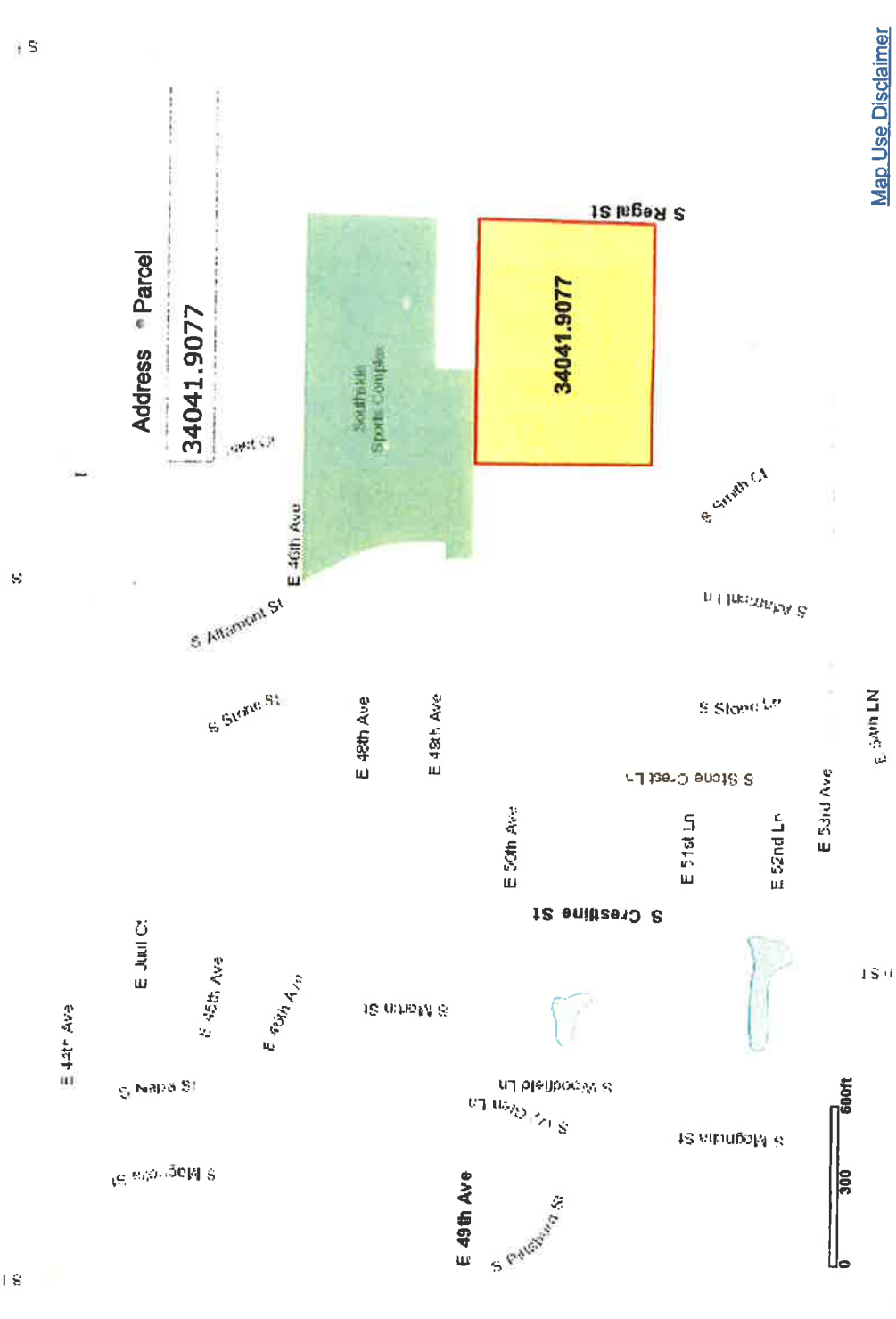
EXHIBIT B-1  
Adjacent KXLY Property

*[exhibit on next page]*

4/11/2016



MapSpokane



Map Use Disclaimer

<http://maps.spokanecity.org/#>

1/1

EXHIBIT B-1  
Legal Description of Property

THE NORTHEAST QUARTER OF GOVERNMENT LOT 9, SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, WASHINGTON; EXCEPT COUNTY ROAD.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 9 LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9, THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

Spokane County Tax Parcel No. 34041.9077

## EXHIBIT C

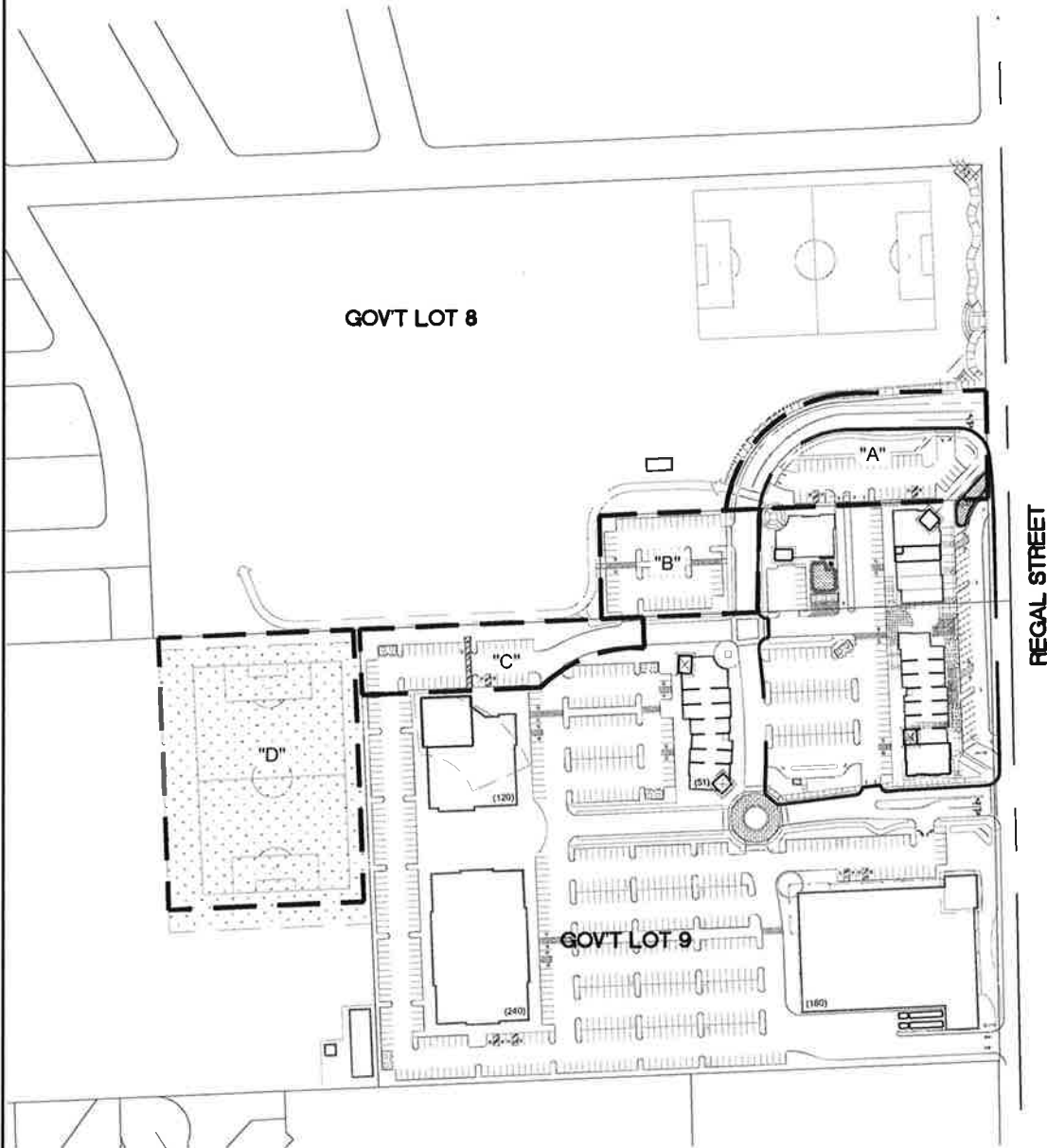
*[exhibit on next page]*



EXHIBIT FOR DESCRIPTION "A, B, C, D"  
S.4, T.24N., R.43E., W.M., CITY OF SPOKANE,  
SPOKANE COUNTY, WA



SCALE: 1" = 250'



**COFFMAN**  
ENGINEERS

10 N. Post Street Suite 500  
Spokane, Washington 99201  
509 328 2994 Fax 509 328 2999

project Southgate - KXLY

location City of Spokane, WA

client

by DJA

date 06/06/17

checked JEA

date 06/06/17

sheet no.

1 of 1

job no.

161129

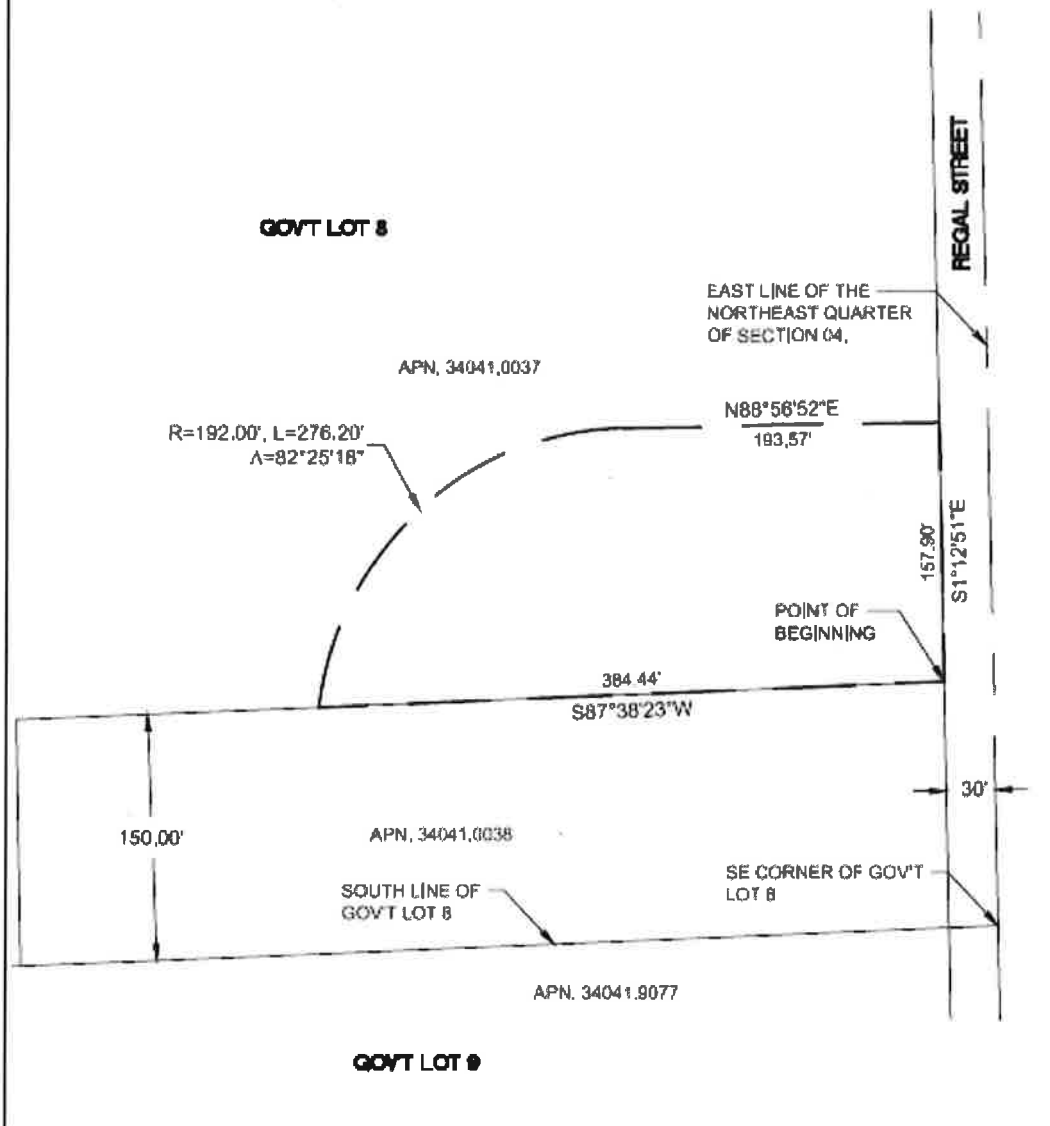
EXHIBIT D  
Easement Area

*[exhibit on next page]*

**EXHIBIT FOR DESCRIPTION 'A'**  
**S.4, T.24N., R.43E., W.M., CITY OF SPOKANE,**  
**SPOKANE COUNTY, WA**



**SCALE: 1" = 100'**



**COFFMAN**  
**ENGINEERS**

10 N. Post Street Suite 500  
 Spokane, Washington 99201  
 509 328 2994 Fax 509 328 2999

project	Southgate - KXLY	by	DJA	sheet no.
location	City of Spokane, WA	date	11/4/16	1 of 1
drawn		checked	JEA	job no.
		date	11/4/16	161129

### **Easement Description "A"**

A parcel of land in Government Lot 8 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

**COMMENCING** at the Southeast Corner of said Government Lot 8, thence along the East line of said Government Lot 8 North  $01^{\circ}12'51''$  West a distance of 150.03 feet to a point on a line being 150.00 feet North of the South line of said Government Lot 8; thence along said line South  $87^{\circ}38'23''$  West a distance of 30.01 feet to the West right of way line of Regal Street and being the **POINT OF BEGINNING**;

Thence continuing **South  $87^{\circ}38'23''$  West** a distance of 384.44 feet;

Thence leaving said line in a Northeasterly direction with a non-tangent curve turning to the right with a radius of 192.00 feet, having a chord bearing of **North  $47^{\circ}44'13''$  East** a chord distance of **252.99 feet**, a central angle of  $82^{\circ}25'18''$  and an arc length of 276.20 feet;

Thence **North  $88^{\circ}56'52''$  East** a distance of **193.57** feet to said West right of way of Regal Street;

Thence along said West right of way **South  $01^{\circ}12'51''$  East** a distance of **157.90** feet to the **POINT OF BEGINNING** for this description.

Containing **54721.56 S.F. (1.256 Acres)** of land more or less.

**BASIS OF BEARING** is North  $01^{\circ}12'51''$  West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Southeast corner of said Government Lot 8.

EXHIBIT E  
Reciprocal Easement

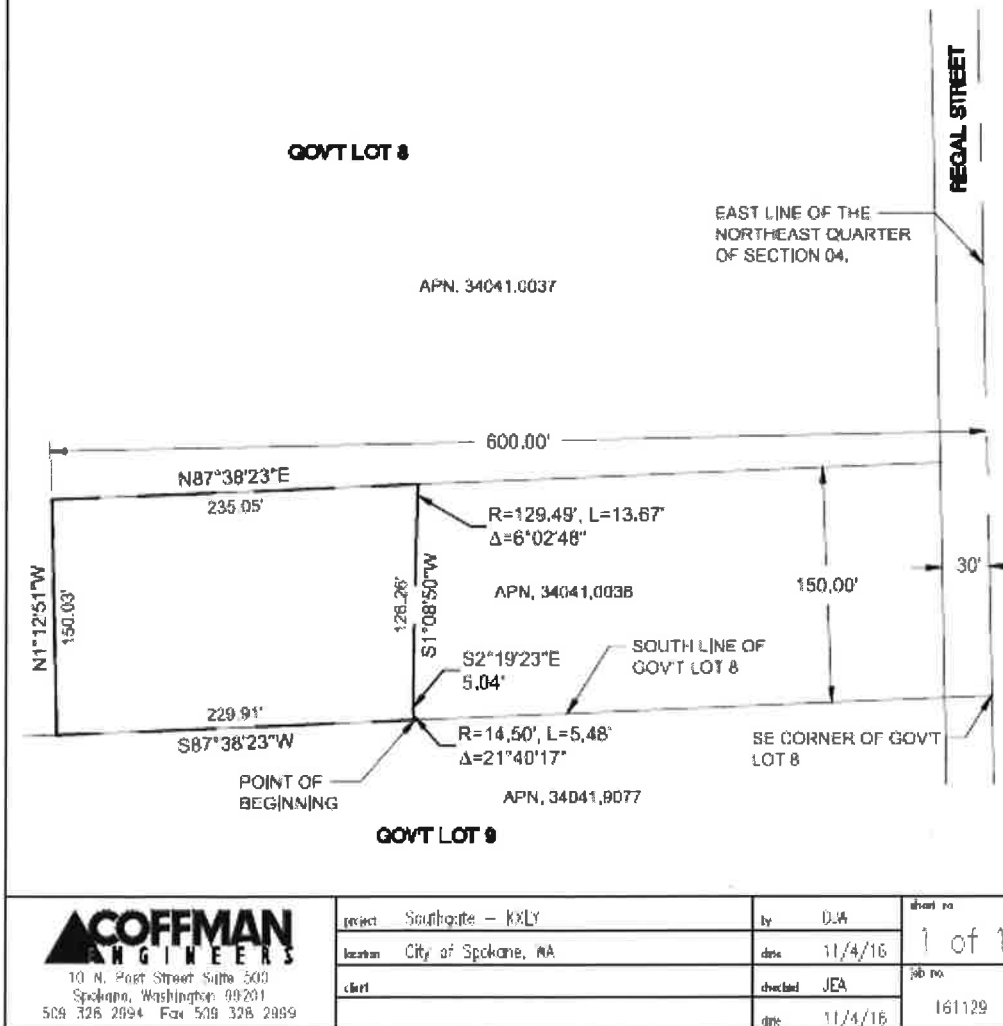
*[exhibit on next page]*



**EXHIBIT FOR DESCRIPTION 'B'**  
**S.4, T.24N., R.43E., W.M., CITY OF SPOKANE,**  
**SPOKANE COUNTY, WA**



**SCALE 1" = 100'**



10 N. Post Street Suite 500  
 Spokane, Washington 99201  
 509 326 2994 Fax 509 326 2999

project	Southgate - KXLY	by	DJA	sheet no	1 of 1
location	City of Spokane, WA	date	11/4/16	job no	161129
client		checked	JEA		
		date	11/4/16		

### **Easement Description "B"**

A parcel of land in Government Lot 8 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

**COMMENCING** at the Southeast Corner of said Government Lot 8, thence along the South line of said Government Lot 8, South 87°38'23" West a distance of 370.21 feet to the **POINT OF BEGINNING**;

Thence continuing **South 87°38'23" West** a distance of **229.91** feet to a point on a line being 600.00 feet West of the East Line of said Government Lot 8;

Thence along said line **North 01°12'51" West** a distance of **150.03** feet to a point on a line being 150.00 feet North of the South line of said Government Lot 8;

Thence along said line **North 87°38'23" East** a distance of **235.05** feet;

Thence leaving said line in a Southerly direction with a non-tangent curve turning to the left with a radius of 129.49 feet, having a chord bearing of **South 03°38'41" West** and a chord distance of **13.66 feet**, having a central angle of 06°02'48" and an arc length of 13.67 feet;

Thence **South 01°08'50" West** a distance of **126.26** feet;

Thence **South 02°19'23" East** a distance of **5.04** feet;

Thence in a Southerly direction with a tangent curve turning to the left with a radius of 14.50 feet, having a chord bearing of **South 13°09'32" East** and a chord distance of **5.45 feet**, having a central angle of 21°40'17" and an arc length of 5.48 to the **POINT OF BEGINNING** for this description.

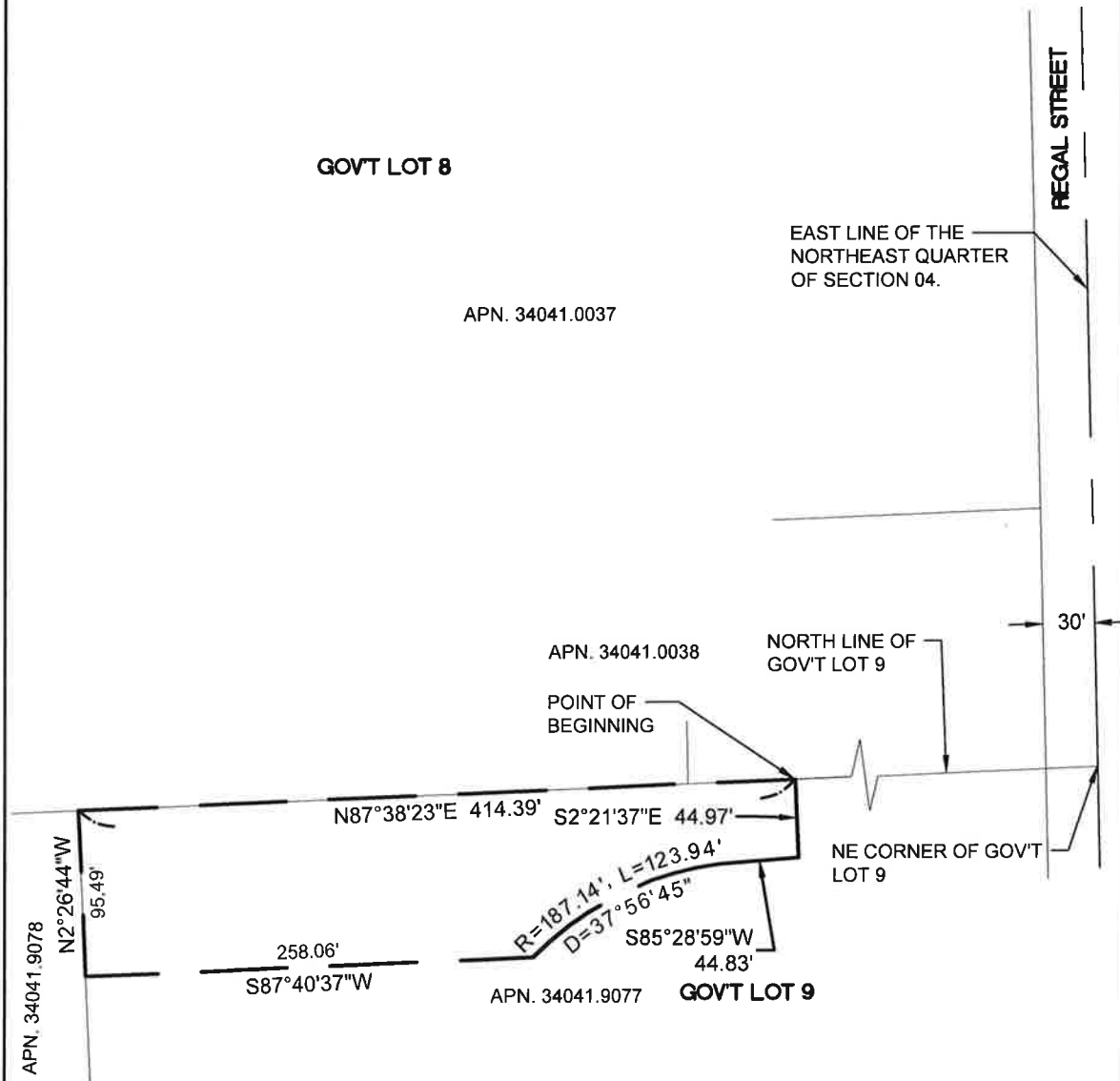
Containing **34710.42 S.F. (0.797 Acres)** of land more or less.

**BASIS OF BEARING** is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Southeast corner of said Government Lot 8.

EXHIBIT FOR DESCRIPTION "C"  
S.4, T.24N., R.43E., W.M., CITY OF SPOKANE,  
SPOKANE COUNTY, WA



SCALE: 1" = 100'



10 N. Post Street Suite 500  
Spokane, Washington 99201  
509 328 2994 Fax 509 328 2999

project	Southgate - KXLY	by	DJA	sheet no.
location	City of Spokane, WA	date	06/06/17	1 of 1
client		checked	JEA	job no.
		date	06/06/17	161129

### **Easement Description "C"**

A parcel of land in Government Lot 9 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

**COMMENCING** at the Northeast Corner of said Government Lot 9, thence along the North line of said Government Lot 9, **South 87°38'23" West** a distance of **538.52** feet to the **POINT OF BEGINNING**;

Thence leaving said line **South 02°21'37" East** a distance of **44.97** feet;

Thence **South 85°28'59" West** a distance of **44.83** feet;

Thence along a non-tangent curve to the left with a radius of **187.14** feet, chord bearing of **South 63°53'32" West**, chord distance of **121.68** feet, central angle of **37°56'45"** and an arc length of **123.94** feet;

Thence **South 87°40'37" West** a distance of **258.06** feet;

Thence **North 02°26'44" West** a distance of **95.49** feet to said North line of Government Lot 9;

Thence along said North Line **North 87°38'23" East** a distance of **414.39** feet to the **POINT OF BEGINNING** for this description.

Containing **33,818.26** S.F. (**0.776** Acres) of land more or less.

**BASIS OF BEARING** is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Northeast corner of said Government Lot 9.

ordon



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400

## REQUEST FOR BID

City of Spokane, Washington

**BID NUMBER:** 4359-17

**DESCRIPTION:** PRINTING & MAILING OF PARKS & RECREATION ACTIVITY GUIDES

**DUE DATE:** MONDAY, May 22, 2017  
No later than 1:00 p.m.

City of Spokane - Purchasing  
4<sup>TH</sup> Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

RFB SUBMITTED BY:  
COMPANY GRIFFIN PUBLISHING

MAILING ADDRESS 2210 N. DOLLAR RD.  
SPOKANE VALLEY, WA 99212

PHYSICAL ADDRESS same

PHONE NUMBER 509-534-3625

E-MAIL ADDRESS george@griffinpublishinginc.com

*Klea Prince*

Purchasing

## CITY OF SPOKANE REQUEST FOR BIDS

## PART I. PRICING PAGE

TO: PURCHASING, CITY OF SPOKANE

BID NAME: PRINTING &amp; MAILING OF PARKS &amp; RECREATION ACTIVITY GUIDES

BID NO: 4359-17

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid. These quantities are estimates for a one (1) year period. This Bid will be awarded for a three (3) year period.

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	50,000 (approx)	Fall Activity Guides (80# Gloss covers)	.195	9794.00
2	50,000 (approx)	Winter Activity Guides (80# Gloss covers)	.195	9794.00
3	50,000 (approx)	Spring Activity Guides (80# Gloss covers)	.195	9794.00
4	50,000 (approx)	Summer Activity Guides (80# Gloss covers)	.195	9794.00
SUB TOTAL -				\$ 39,176.00
WA STATE SALES TAX (%8.8)				3447.49
GRAND TOTAL -				\$ 42,623.49

Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

**PAYMENT:** Supplier will accept credit card as a form of payment for this order: X YES \_\_\_\_\_ NO

**Delivery:** We (I) will deliver complete the above items within 10 days from receipt of order.

**F.O.B. Delivery Point:** 2210 N. DOLLAR RD SPOKANE, WA 99212

Firm Name: GRIFFIN PUBLISHING Signature: George Griffin

Mailing Address: 2210 N. DOLLAR RD By: GEORGE GRIFFIN  
(Type or Print)  
SPOKANE VALLEY, WA 99212 Title: President

Phone: 509-534-3625 Date: 5-19-17

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: GEORGE GRIFFIN TELEPHONE: 509-534-3625



### BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 602 170 606

### ORGANIZATION

Proposal of an ( ) individual ( ) partnership ☒ corporation organized and existing under the Laws of the State of \_\_\_\_\_.

### ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the bid price. Vendor agrees to sell at the same price, terms and conditions.

YES ☒ NO \_\_\_\_\_ If yes, prices are good until further notice.

### INTERLOCAL AGREEMENT

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the vendor agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

### ORIGINAL PRODUCT MANUFACTURER

State name(s) and address(es) of Original Product Manufacturer and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
GRIFFIN PUBLISHING	2210 N. DOLLARD	99212
	SPOKANE VALLEY WA	

### MINORITY BUSINESS ENTERPRISE

Vendor (is\_\_\_\_, is not ☒) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

### SMALL BUSINESS

Vendor (is ☒, is not\_\_\_\_) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

## NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

## PART II. SPECIFICATIONS

### SECTION I. GENERAL INSTRUCTIONS

1. These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.
2. The items to be furnished by the Vendor on this bid must be of the latest possible design and production.
3. Time is of the essence in the performance of this contract after a delivery schedule is established.
4. Vendors should be aware that bids would be rejected if all questions are not completely and correctly answered.
5. Vendor must acknowledge each specification shown in Section III, Technical Specifications, as follows:
  - A. **"To Be Supplied" Column**  
Vendor will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.
  - B. **"Exceptions" Column**  
Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).
6. Signature on this proposal by the bidder will confirm receipt and understanding of general terms and conditions.
7. **Any questions concerning this bid should be directed to Carl Strong, Assistant Director of Recreation, City of Spokane Parks & Recreation Department, [cstrong@spokanecity.org](mailto:cstrong@spokanecity.org) or (509) 363-5415 or Thea Prince, City of Spokane Purchasing [tprince@spokanecity.org](mailto:tprince@spokanecity.org).**

### SECTION II. SPECIAL INSTRUCTIONS

The City of Spokane, Parks & Recreation Department invites sealed bids for the printing and mailing preparation of four quarterly activity guides.

1. It is the intent of these specifications to describe the printing, label preparation and delivery to mail service of printers' choice for mailing of four activity guides (Fall, Winter, Spring & Summer).
2. Delivery time shall be a consideration of awarding this contract – see Activity Guide Deadlines on Page 6.
3. All freight expenses shall be the responsibility of the winning vendor.
4. The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid.
5. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.

6. All-or nothing bids will be considered only if vendor's primary bid is by line item grouping.

7. I acknowledge receipt and compliance with the above special instructions. GG  
INITIAL

### SECTION III. TECHNICAL SPECIFICATIONS

Please refer to Section 1, Paragraph 5, Page 4 of this specification for instructions for completion of the "To be Supplied/Exceptions" portion of this section.

#### (80# Gloss Covers)

MINIMUM SPECS. CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
<b>Activity Guides (Approximately 50,000 each)</b>	GG	
Finished Size: 8 1/4" X 10 3/4"	GG	
No of Pages: 52 total pages	GG	
Paper Stock: 48 pages 32# hi-brite 1 pms color +blk ink	GG	
4 pages 60# gloss (covers)	X	80# gloss GG
Ink colors: 48 pages black plus 1 PMS color	GG	
4 pages 4 color/black	GG	
Bleed: inside pages-right & left hand margins throughout	GG	
Comp: Disk/Email provided in PC Word or Adobe from Parks & Rec	GG	
Bindery: Saddlewire and trim	GG	
Mailing: 99203 Varies	GG	
99223	GG	
99224	GG	
99204	GG	
99205	GG	
99208	GG	
SPRD Mailing List provided to sort for address duplicates (over 15,000 on list)	GG	
Supply Electronic Version in PDF for parks to display guide on Parks website.	GG	
Type Set, Flow and make corrections to supplied file and supply proofs. i.e. format and do the layout.	GG	

# Activity Guide Distribution & Production Dates 2017/2018

## Fall 2017

Program Dates:

Info Due from Centers and other programs  
Download from Rec Supervisors:  
Ads/Cover/Distribution List/Download Due:  
1<sup>st</sup> Proof Received From Publisher  
1<sup>st</sup> Proof Edits Due:  
2<sup>nd</sup> Proof Received:  
2<sup>nd</sup> Proof Edits Due:  
Meeting with Publisher:  
3<sup>rd</sup>/Final Proof:  
Guide on the Printer:  
Web Version Received:  
Brochure Mailed:  
Cover Image:

1<sup>st</sup> week of September – 1<sup>st</sup> week of  
December  
July 19<sup>th</sup> (Send to cstrong@spokanecity.org)  
July 19<sup>th</sup>  
July 19<sup>th</sup>  
July 26<sup>th</sup>  
July 28<sup>th</sup>  
August 2<sup>nd</sup>  
August 4<sup>th</sup>  
August 4<sup>th</sup> (if needed)  
August 9<sup>th</sup>  
August 11<sup>th</sup>  
August 14<sup>th</sup>  
August 18<sup>th</sup>  
Supplied

## Winter 2018

Program Dates:

Info Due from Centers:

Download from Rec Supervisors:  
Ads/Cover/Distribution List/Download Due:  
1<sup>st</sup> Proof Received From Publisher  
1<sup>st</sup> Proof Edits Due:  
2<sup>nd</sup> Proof Received:  
2<sup>nd</sup> Proof Edits Due:  
Meeting with Publisher:  
3<sup>rd</sup>/Final Proof:  
Guide on the Printer:  
Web Version Received:  
Brochure Mailed:  
Cover Image:

1<sup>st</sup> week of December – 1<sup>st</sup> week of March  
October 23<sup>rd</sup> (Send to  
cstrong@spokanecity.org)  
October 23<sup>rd</sup>  
October 23<sup>rd</sup>  
October 30<sup>th</sup>  
November 1<sup>st</sup>  
November 6<sup>th</sup>  
November 8<sup>th</sup>  
November 8<sup>th</sup> (if needed)  
November 10<sup>th</sup>  
November 14<sup>th</sup>  
November 14<sup>th</sup>  
November 21<sup>st</sup>  
Supplied

## Spring 2018

Program Dates:

Info Due from Centers and other programs:

Download from Rec Supervisors:  
Ads/Cover/Distribution List/Download Due:  
1<sup>st</sup> Proof Received From Publisher

1<sup>st</sup> week of March – 1<sup>st</sup> week of June  
January 24<sup>th</sup> (Send to  
cstrong@spokanecity.org)  
January 24<sup>th</sup>  
January 24<sup>th</sup>  
February 1<sup>st</sup>

1 <sup>st</sup> Proof Edits Due:	February 6 <sup>th</sup>
2 <sup>nd</sup> Proof Received:	February 9 <sup>th</sup>
2 <sup>nd</sup> Proof Edits Due:	February 13 <sup>th</sup>
Meeting with Publisher:	February 13 <sup>th</sup> (if needed)
3 <sup>rd</sup> /Final Proof:	February 15 <sup>th</sup>
Guide on the Printer:	February 20 <sup>th</sup>
Web Version Received:	February 20 <sup>th</sup>
Brochure Mailed:	February 25 <sup>th</sup>
Cover Image:	Supplied

Summer 2018 (Some dates are moved up by two weeks due to WRPA conference)

Program Dates:	1 <sup>st</sup> week of June – 1 <sup>st</sup> week of September
Info Due from Centers and other programs	April 10 <sup>th</sup> (Send to cstrong@spokanecity.org)
Download from Rec Supervisors:	April 10 <sup>th</sup>
Ads/Cover/Distribution List/Download Due:	April 10 <sup>th</sup>
1 <sup>st</sup> Proof Received From Publisher	April 14 <sup>th</sup>
1 <sup>st</sup> Proof Edits Due:	April 19 <sup>th</sup>
2 <sup>nd</sup> Proof Received:	April 21 <sup>st</sup>
2 <sup>nd</sup> Proof Edits Due:	May 2 <sup>nd</sup>
Meeting with Publisher:	May 2 <sup>nd</sup> (if needed)
3 <sup>rd</sup> /Final Proof:	May 4 <sup>th</sup>
Guide on the Printer:	May 8 <sup>th</sup>
Web Version Received:	May 8 <sup>th</sup>
Brochure Mailed:	May 15 <sup>th</sup>
Cover Image:	Supplied

**Format:**

[illegible]



## **SECTION IV. BID PREPARATION AND EVALUATION**

### **1. PREPARATION OF BIDS**

All bids shall be typed or printed in ink, prepared on the form furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

### **2. PREPARATION OF ENVELOPES**

Place each copy of the bid in a separate sealed envelope. On the front of each envelope, place the following information:

**"SEALED BID - IMPORTANT"**  
**PROJECT NAME**  
**OPENING DATE AND TIME**  
**COMPANY NAME**

### **3. SUBMISSION OF BIDS** Submit the Original of the bid, to:

**City of Spokane - Purchasing**  
**4<sup>th</sup> Floor - City Hall**  
**808 West Spokane Falls Blvd.**  
**Spokane WA 99201-3316**

The Purchaser is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received **no later than 1:00 PM** on the opening date.

Sealed bids will be opened at 1:15 p.m., Monday, May 22, 2017 in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201

### **4. INTERPRETATION**

If the Bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, the Bidder must notify the Purchasing Division in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

### **5. WITHDRAWAL OF BIDS**

Bidders may make written request to the City of Spokane Purchasing for withdrawal of a sealed bid prior to the scheduled bid opening. Unless otherwise specified, no bids may be withdrawn for a minimum of thirty (30) calendar days after the opening date.

### **6. EVALUATION OF BIDS**

Evaluation of bids shall be based upon the following criteria, where applicable:

- The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.



- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

## **7. BIDDING ERRORS**

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

## **8. BIDDER PREQUALIFICATION**

Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.

## **9. REJECTION OF BIDS**

The Purchaser reserves the right to reject any or all bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this bid at prices shown.

## **10. AWARD OF CONTRACT**

Award of contract or purchase, when made, will be to the Bidder whose bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of bid results.

# **SECTION V. GENERAL TERMS AND CONDITIONS**

## **1. DEFINITIONS**

- A. Bidder - one who submits a bid.
- B. Vendor - Bidder to whom contract or purchase order is awarded.
- C. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).
- D. Destination-Delivery: Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.
- E. Until Further Notice - Any time in excess of sixty (60) days from date of opening.
- F. Cost - Total cost of ownership based on the best available information.

## **2. CONTRACT PERIOD**

The contract shall run for three (3) years beginning approximately July 1, 2017 and expiring July 30, 2020.

## **3. PRICE DECREASES**

During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.

**4. NON-ESCALATION**

The Vendor's prices shall be firm throughout the contract period with no provision for price increases unless agreed upon by the City.

**5. GUARANTEE**

The Vendor guarantees all of the work or materials described in the specifications, as follows:

- a) Against all faulty or imperfect materials, and against all imperfect or careless and/or unskilled workmanship.

The Vendor shall remove or restore, without cost to the Purchaser, any work which may be found to be improper, imperfect or defective or fails to perform as specified.

**6. DELIVERY DEFAULT**

A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.

B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

**7. DELIVERY DELAY**

In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$100.00 per day beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.

**SECTION IV. STANDARD TERMS AND CONDITIONS**

**1. PATENTS, TRADEMARKS AND COPYRIGHTS**

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

**2. TITLE**

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

**3. COMPLIANCE WITH LAWS**

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**4. CONTRACT DISPUTES**

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

**5. OVERCHARGES**

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

**6. WARRANTIES**

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any

standard warranty or service guarantee by Vendor to the Purchaser.

#### **7. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

#### **8. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

#### **9. SAVE HARMLESS**

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

#### **10. TAXES**

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. Sales tax shall not be included in the prices submitted to the City in Vendor's bid. It should be added as a separate item on the invoice only.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

#### **11. BRAND NAME "OR EQUAL"**

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

#### **12. QUANTITIES**

Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

#### **13. ASSIGNMENTS**

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of the City of Spokane.

#### **14. CHANGES**

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of the City of Spokane.

#### **15. DEFAULT**

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

#### **16. REJECTION**

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the

Vendor's risk and expense.

#### **17. TERMINATION**

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

#### **18. MINORITY BUSINESS OPPORTUNITIES**

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

#### **19. FREIGHT TERMS**

- All freight charges are the responsibility of the winning vendor.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

#### **20. VENDOR'S COOPERATION**

The Vendor shall communicate with the City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way the City of Spokane Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

CITY OF SPOKANE  
PARK BOARD RESOLUTION

A RESOLUTION amending the 2014 Riverfront Park Master Plan regarding covering of the Pavilion.

WHEREAS, Riverfront Park was created for grounds for Expo 74 and opened to the public as a city park in 1978; and

WHEREAS, The master planning process for Riverfront Park included extensive deliberations among Park Board members, the Riverfront Park Advisory Committee, Parks Department staff, and numerous professionals, as well as public input, culminating in the "Riverfront Park Master Plan 2014" ("Master Plan") that was approved by the Park Board and by the City of Spokane City Council, which authorized the submission of a bond request to the voters of the City of Spokane; and

WHEREAS, the Master Plan was the result of an adopted Riverfront Park Master Plan Phase One 2012, was drafted with input from the Riverfront Park Advisory Committee, citizens and elected officials; and

WHEREAS, the Park Board and the City Council recognized that changes to the Master Plan and ultimately to the planned improvements in Riverfront Park might be necessary or desirable due to design considerations or other factors, and the Park Board would have authority to make changes to the Master Plan from time to time as the Park Board deems most necessary and in the best interest of the Parks system; and

WHEREAS, the Master Plan contemplated that the U.S. Pavilion structure would be re-covered; and

WHEREAS, the Park Board engaged Garco Construction and its design-build team to develop plans for the U.S. Pavilion and surrounding grounds, and the design team and project team members have recommended not recovering the U.S. Pavilion as part of its plans for a dramatic interior experience in the U.S. Pavilion and to apply strategic shading and/or weather protection to the interior; and

WHEREAS, the Park Board feels that a decision to not cover the Pavilion should be done only after open debate and formal amendment to the Master Plan; and

WHEREAS, the Park Board agrees with the recommendations of design team and project staff with respect to a cover on the Pavilion,

NOW therefore,

BE IT RESOLVED that the Riverfront Park Master Plan 2014 is amended to clarify the desire to partially cover or apply strategic shading to the Pavilion in lieu of full cover of cable

structure, and that staff of the Parks and Recreation Division are authorized to make changes to the Master Plan consistent with this resolution, and

BE IT FURTHER RESOLVED that staff of the Parks and Recreation Division and the design team for the Pavilion and surrounding grounds are directed to proceed with plans for partial and/or strategic covering within the Pavilion.

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

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

Approved as to form:

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

17-XXX



Riverfront Park Master Plan - Fall 2014

Pavilion Covering Amendment

Page Number		
11	Original	Recovered and relit
11	Amended	Partial cover or strategic shading and relit
36	Original	The lack of sheathing, that was meant to be temporary, does create a sense of incompleteness around the development as a whole.
36	Amended	The sheathing, that was meant to be temporary, may be partially replaced to provide shade, and open the area to the river and other features around the development.
38	Original	Re-Sheath the Pavilion in more durable, translucent material-become a lantern for the community
38	Amended	Explore the potential use and programming of the Pavilion, consider the option to re-sheath the Pavilion in more durable.... Fr the community.
38	Original	Inverted wind tunnel effect needs to be studied with new material in same configuration as original tent-like material. Needed longevity for a new pavilion covering may require a different configuration.
38	Amended	Inverted wind tunnel effect needs to be studied with new material, as needed for longevity for a new pavilion covering may require a different configuration.
38	Original	Re-sheath the Pavilion in a more material in a formation that addresses the inverted funnel effect mentioned above as well as allowing for video projections both interior and exterior to the covering
38	Amended	Re-sheath the Pavilion or a portion thereof in a material and formation that addresses the inverted funnel effect mentioned above as well as allowing for video projection interior and/or exterior possibly on the covering or within the new programed area.
140	Original, leave as is, describes a concept.	The proposed conceptual design looks to install a large kinetic dome that can sit within the existing pavilion cable structures. The moveable dome can close when sun or rain protection is needed or rotate open to the sky on a lovely summer night. The dome can also serve as a lantern to the community —glowing with multiple and ever changing imagery—such as basketball players during Hoopfest or a light show during a concert series with the Spokane Symphony.
146	Original	Re-covered and re-lit Pavilion
146	Amended	Partial cover or strategic shading and relit



## **Pavilion Design**

### **June 2017 Update**

#### **Overview of Pavilion Design Process**

- The design-build team of Garco Construction, NAC Architecture, the Berger Partnership and THEVERYMAY Studio was selected by the Design Steering Committee (community volunteers) and a selection committee comprised of Park Board (community volunteers) and staff.
- The team is in a 120-day program validation and schematic design phase.
- They are creating design concepts to show the all-volunteer Park Board, Design Steering Committee, Mayor's office and City staff.
- Their designs will provide recommendations for best uses of space and structure.
- Initial designs will be ready for review and feedback by mid-July.

#### **Pavilion Design, Cover & Lighting**

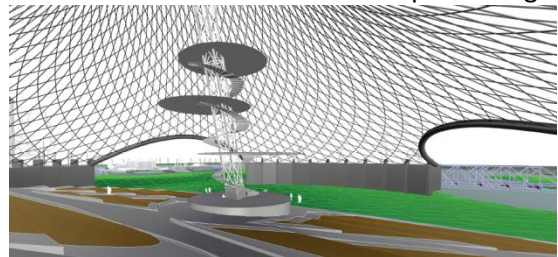
##### **Master Plan**

- The Master Plan calls for the Pavilion to be a multi-purpose event space, able to host everything from a summer concert series, to outdoor movies, art exhibitions and Hoopfest Center Court.
- It will also be an interesting, artistic, and interpretive space to visit during non-event times.
- The Master Plan recommends a re-covered and re-lit structure. Conceptual images showed a variety of ideas from small sections to a full cover.

##### **Design Team Vision**

- The winning team proposed a concept of elevating visitors high into the Pavilion along the center support structure or mast, to access the incredible views of downtown and the river gorge.
- The team also envisions a provocative and interesting amphitheater and landscaped bowl that allows visitors to climb or walk up to the eastern rim of the pavilion concrete ring and serve as a seating area for shows and events that will happen on a stage located below.

Conceptual Image



##### **Design Team Recommendations**

- When visitors reach the upper platforms of the mast, a full cover over the Pavilion would obscure the intended views.

- A 30-year warrantied full cover plus structural retrofits to support the forces of wind and snow is estimated at \$4.5 million (30% of the construction budget). This is within the budget of the Pavilion, but is not a recommended design choice.
- The design-build team recommends leaving the Pavilion primarily uncovered because it does not meet the design and programming vision.
- The team emphasizes the importance of lighting or projecting on to the cable structure or other features within the Pavilion – those concepts are being refined.
- The design-build team is researching partial shade/rain cover designs that will provide shelter for varied activities and programing.

## **IMAX Building**

### **Master Plan**

- The Master Plan also calls for the IMAX Theater be demolished.

### **Design Team Vision**

- Removing the building would create open space for a green Central Plaza and open views.

### **Design Team Recommendations**

- After considering the opportunities and constraints of incorporating the IMAX building into the new Pavilion, the design-build team recommends removal of the IMAX.

## **Budget & Next Steps**

- At the conclusion of the validation and schematic design phase, if the design is approved by the Park Board, the design–build team will enter an agreement to complete the design and construct the Pavilion project.
- The Master Plan budget for the Pavilion was 37% (\$24 million) of the overall Riverfront Park Redevelopment budget. The current budget for the Pavilion is 33% (\$21.5 million).
- The Park Board moved some money from the Pavillion budget to the Recreation Rink, South Howard Street Bridge, and the Carrousel projects to have a greater impact on the South Bank.

We continue to welcome feedback about redevelopment plans, designs, and activities.

[www.RiverfrontParkNow.com](http://www.RiverfrontParkNow.com)

CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 4

NAME OF CONTRACTOR: T. LaRiviere Equipment and Excavation, Inc

PROJECT TITLE: Howard Street South Channel Bridge Replacement

CITY CLERK CONTRACT NUMBER: 2016119

=====

DESCRIPTION OF CHANGE:

AMOUNT:

Item 1: CCD1-1 Progress Payment for Pier 4 Shafts	\$120,000.00
Item 2: TL COP#1 T&M Remove Light Pole on Post for Access Road	\$ 1,133.17
Item 3: TL COP#2 T&M Fix Sprinklers & Cleanout Theme Stream	\$ 3,482.02
Item 4: TL COP#4 T&M Remove Brass Fish at Fountain Sidewalk	\$ 681.90
Item 5: TL COP 5/19/17 Rent Dumpsters in preparation for Lead Soil	\$ 741.79
Item 6: Weather Day for May 16,2017 for Rain – 1 Work Day	\$ 0

=====

**TOTAL AMOUNT: \$ 126,038.88**

<b>CONTRACT SUM (INCLUDES SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$4,737,101.50
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 50,802.48
CURRENT CONTRACT AMOUNT	\$4,787,903.98
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 126,038.88
<b>REVISED CONTRACT SUM</b>	<b>\$4,913,942.86</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	252 Work Days
CURRENT COMPLETION DATE	283 Work Days
<b>REVISED COMPLETION DATE</b>	<b>284 Work Days</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

Pre-Approved as to form: Hunt M. Whaley, Assistant City Attorney

RIVERFRONT PARK REDEVELOPMENT PROJECT  
Design of Public Spaces and Park Grounds – Berger Partnership  
January 2017 – Contract Amendment: Task 2

Task 2.D – Looft Drainage Re-Design

**SCOPE OF WORK OVERVIEW**

This is an addendum scope of work that has already been completed for the redesign of the Looft Site and Building drainage systems requested by the City of Spokane.

All Consultant costs and expenses shall not exceed the total lump sum hourly allowance amount of EIGHT THOUSAND FIVE HUNDRED EIGHTY DOLLARS AND 0/100 (\$8,580.00).

**DETAILED SCOPE OF WORK**

Summary of revised drainage approach compared to the original design approach.

- Constructing a piped network and connecting to grandfathered outfall should require less in water work, versus over excavating behind the retaining wall to construct the dispersion zone material per original design.
- A smaller volume of contaminated soil material will have to be removed and disposed of.
- Constructing piped network is more typical construction, and reduces the amount of liner work that has to be done by a specialty contractor.

Re-Design Task	Hours
Site visit to review and survey existing outfall	2
Develop Autocad Civil 3D network to establish layout, grades for new pipe network and basis for hydraulic analysis, update grading surface to accommodate changes.	15
Construct CivilStorm hydraulic analysis model to evaluate hydraulic grade line and pipe network analysis	16
Update drawings for new network, create clarification drawings for addendum and reprint sheets for resubmittal	14
Update drainage report calculations for outflow and pond sizing based upon changes. Update drainage report and compile for resubmittal	8
Total level of effort	55

**Cost/Fee: \$8,580.00**

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 6**

NAME OF CONTRACTOR: Contractors Northwest Inc.

PROJECT TITLE: Recreation Rink & Skyride Facility

CITY CLERK CONTRACT NUMBER: OPR 2017-0051

=====

DESCRIPTION OF CHANGE:	AMOUNT: <u>\$30,824.62</u>
PCO #'s 2, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 16, 20, 21, and 22. See next page for descriptions.	

=====

**TOTAL AMOUNT:    \$30,824.62**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$6,793,400.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$272,974.23
CURRENT CONTRACT AMOUNT	\$7,066,374.23
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$30,824.62
<b>REVISED CONTRACT SUM</b>	<b>\$7,097,198.85</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	11/03/17
CURRENT COMPLETION DATE	11/03/17
<b>REVISED COMPLETION DATE</b>	<b>11/03/17</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

Pre-Approved as to form: Hunt M. Whaley, Assistant City Attorney

Contractors Northwest Inc.		
Recreation Rink and Skyride Facility		
ORP 2017-0051		
Attachment to Change Order #6		
PCO #2	Conduits to re-route COS fiber to facilitate construction	\$4,319.41
PCO #4	Control joints added to floor slabs	\$585.39
PCO #5	Delete the stormwater lift station, change to gravity flow	-\$28,318.40
	Additional 2 vaults and 1200' of conduits for COS fiber	\$13,853.40
	Demolition and fill of abandoned Avista vaults	\$8,688.46
PCO #6	Add Kitchen Service Door #23 per ASI 1-30	\$2,675.42
PCO #8	Increase size of Door #23 and matching window above	\$534.41
PCO #9	Added ornamental fence at the Sky ride queuing canopy	\$5,456.52
PCO #10	Demo and replace the concrete walls at the Sky ride loading platform	\$5,076.18
PCO #11	Change restroom sinks to under counter mounting	\$467.44
PCO #12	Change motor on overhead door from 0.5 to 1.0 H.P.	\$296.67
PCO #14	Delete hand holes for S-1 site lights	-\$4,078.00
PCO #15	Delete directional boring for street lights on SFB	-\$4,993.00
PCO #16	Over excavate 16" of native soil at the Ice Ribbon (cost of replacement fill is pending)	\$5,657.53
PCO #20	Rock drilling by Budinger Assoc. to facilitate rock exc	\$6,209.91
PCO #21	Owner directed changes to rooms 101 & 102 for cash handling security	\$12,614.39
PCO #22	Add Avista junction enclosure and 20' trench and conduit	\$1,778.89
<b>Total Change Order #6</b>		<b>\$30,824.62</b>





TO: Fianna Dickson, Spokane Parks & Recreation  
FROM: Jessica Wade, DH  
DATE: May 26, 2017  
RE: Riverfront Park Wayfinding & Kit of Parts Proposal

## Riverfront Park Wayfinding & Kit of Parts Proposal

We are excited to help develop the wayfinding kit of parts for the new Riverfront Park! Following is our estimate for assisting the City and Berger with this exciting project.

### **Template development**

DH will develop up to 5 templates for signage and wayfinding. These will be based on specifications provided by Berger to fit the physical carriers Berger designs. These templates will include an organizational grid for a range of applications such as monolith signs, ground inlays, posts, etc.—as identified by Berger.

DH will work with Berger and the City to develop the font and typography for text descriptions and indicative content that accompanies the icons. DH will also work with Berger and City on PMS color palette. Berger will include these elements and templates in their wayfinding guide and kit of parts. DH will NOT develop the wayfinding guide and kit of parts document. This scope includes up to 2 rounds of revisions from Berger and/or the City.

### **Icon development**

DH will develop up to 25 scalable vector icons that we will be provided to Berger and the City in Adobe InDesign format, along with a PMS color swatch. Berger will include the icon templates in their wayfinding guide and kit of parts. Berger will also apply the icon templates to applications, such as ground inlays and posts. DH will NOT develop the wayfinding guide and kit of parts document. This scope includes up to 2 rounds of revisions from Berger and/or the City.

Following are the initial icons the City would like developed. This may change as Berger and the City identify new or different icon needs.

1. Restrooms
2. Directional Arrows



3. ATM
4. Food/Beverage
5. Parking
6. Visitor Information
7. Wifi
8. Art (text descriptions will specify Butterflies, Veteran's memorial, etc.)
9. Picnic Area (text descriptions will specify Forestry Shelter, etc.)
10. U.S. Pavilion
11. Falls (text descriptions will specify Suspension Bridge, Upper Falls, etc.)
12. Viewpoint (may remove from list if deemed too similar to Falls)
13. Playground (text descriptions will specify Regional Playground, Power Playground, etc.)
14. Garbage Eating Goat
15. Red Wagon
16. Clock Tower
17. Looft Carrousel
18. SkyRide over the Falls
19. Skate Ribbon
20. Promenade
21. Dog Park
22. Rotary Fountain

## Timeline

In order to ensure wayfinding design is cohesive with the new Riverfront Park brand, we will begin building out templates and icons *after* City of Spokane Parks & Recreation decision makers sign off on the final approved logo.

Once we get final approval, development of these wayfinding and kit of parts pieces will proceed down the following timeline:

- 2-week design period – DH develops initial template and icons.
- City review period for Round 1 Revisions – Decision-makers at City and Parks & Recreation review and provide feedback.
- 3-week design period – Once DH has feedback from City and Parks & Recreation decision-makers, DH will build out the remaining templates and kit of parts pieces incorporating said feedback.



- City review period for Round 2 Revisions – Decision-makers at City and Parks & Recreation review and provide feedback and/or approvals.
- 1 week to finalize (if edits are needed)

## Budget

Task	Details	Budget
<b>5 Templates</b>	<ul style="list-style-type: none"><li>- Organizational grid</li><li>- 5 templates of different sizes</li><li>- Color input</li><li>- Font and typography</li><li>- 2 rounds of revisions</li></ul>	\$5,000
<b>25 icons</b>	<ul style="list-style-type: none"><li>- Up to 25 icon templates in Adobe InDesign format</li><li>- Adobe color swatch</li><li>- 2 rounds of revisions</li></ul>	\$15,300
<b>TOTAL</b>		\$20,300

**Clarke, Pamela**

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**From:** Pleasant, Mark A <Mark.Pleasant@providence.org>  
**Sent:** Wednesday, June 07, 2017 9:29 AM  
**To:** Spokane Parks and Recreation

Please recover the Pavilion. We voted and this is one of the major things I wanted to see when voting. It looks unfinished – like we just threw up a cyclone fence. It needs to be the central focus of downtown again – loved the Lantern Idea. Our little city had an EXPO and this structure needs to be preserved like the Space Needle, The St. Louis Arch etc.

**Mark Pleasant**

Administrative Assistant

*PSHMC Perioperative and Procedural Services*

101 West 8th Avenue

Spokane, WA 99204

Phone: (509) 474-4551 Fax: (509) 474-5345

Email: [Mark.Pleasant@Providence.org](mailto:Mark.Pleasant@Providence.org)

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This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

**Clarke, Pamela**

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**From:** Ted Teske <tteske@comcast.net>  
**Sent:** Tuesday, June 06, 2017 9:05 PM  
**To:** Spokane Parks and Recreation  
**Subject:** Covering the Pavilion

I heard the park board is voting whether or not to change the plan for the Pavilion in Riverfront Park to not cover it. I am against this change! I voted to support the much needed update to the park based in big part on the renderings you circulated showing a converted and covered Pavilion that would be used as a large multi-purpose gathering space. You asked for my support and I gave it with my vote, I even defended the plan to friends and relatives that were unsure of the price tag. Now I'm asking that the Park Board and Parks Department stay true to their word. This Pavilion is the centerpiece of the crown jewel of Spokane's park system, do not reverse course on the original plan.

There are many examples of large covered buildings and structures that have endured for years, the Denver International Airport comes to mind. This is a problem that can be solved and a feature that needs to be included.

Thank you,  
Ted Teske

**Clarke, Pamela**

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**From:** Levi Hanson <levoidh@gmail.com>  
**Sent:** Tuesday, June 06, 2017 9:25 PM  
**To:** Spokane Parks and Recreation  
**Subject:** Pavilion Cover

I think it's important that the city proceed with the park redevelopment as promised to voters. This includes covering the pavilion and using it as an event venue. Please don't go back on the plan as promised.

Levi Hanson

Sent from my iPhone

**Clarke, Pamela**

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**From:** Travis Nichols <travis.nichols@gmail.com>  
**Sent:** Tuesday, June 06, 2017 9:15 PM  
**To:** Spokane Parks and Recreation  
**Subject:** Pavilion, Canada Island, Under the Freeway

Greetings,

We must create a top notch event space in Riverfront Park. In alignment with the concept proposed to voters, the covering of the Pavilion should be prioritized to make this a reality. It honors Expo 1974's heritage and allows for an enduring, multi-use function in the park.

It pains me to know that as a city we have once over committed through poor management to such an amazing opportunity to update our park. This project should have come in under-budget and on-time but instead we have expensive unplanned amenities planned and a deprioritization of the objectives set forth to voters. I am truly curious and skeptical, to see how the ice ribbon is received.

Please don't change the name of Canada Island. Please honor Expo 1974 by covering the pavilion. Please follow-through on commitments to the public by replacing under the freeway with a world class skate park. Please find a reasonable long-term solution to the rotary fountain debacle.

Thank You,

Travis Nichols  
1704 E 14th Ave  
Spokane, WA 99202

"Please do not cover the Pavillion. It is an iconic and beautiful structure that is full of intrigue and curiosity. That is what makes it unique and special. I mean just look at the picture above ^ . To cover it would be a mistake, cost millions not only to construct but also to maintain. Put that money into an amphitheater or entertainment venue within the park perhaps. I don't know if the ice ribbon will have a cover but it would be nice if it did. When you look at spokane's skyline it is a beautiful piece. I've heard the arguments that visitors who drive through town question what it is. Well I see that as a great thing. The chances of someone checking something out that looks cool and interesting are much greater than a big white canopy that looks like a used car dealership. Please consider my humble opinion and I'm really excited for what's happening in the park. If you would, please forward my opinion on to the park board. Thank you!" – Russell Reser



RiverfrontParkNow.com Comments: May 2017

- "It is obvious there are no children on the Spokane Park Board! Also no parents of young children! While we would be the first to admit that rides can be somewhat tacky (but not as tacky as blue tarps over our beautiful pavilion) , they draw young families to the park and are the basis for families buying park passes every year. For some, they ARE the park, and it is only after riding them that they grow to love the rest of it. Our granddaughters are heartbroken and very worried that their favorite rides and/or the ferris wheel will disappear. Surely there is an area that could be devoted to rides in the summer season without diminishing your desire to hold events in the park. Please, rethink that one! - Christie and Mike"
- "Get rid of all carny rides, not classy for downtown. Get rid of tent...all visitors coming into Spokane wonder what that skeleton framework is.....ugly. Carny rides belong at the Fair only." – Pat Forster

**Bisaro, Kay**

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**Subject:** FW: Copy request for PB correspondence

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From: Clarke, Pamela  
Sent: Thursday, May 18, 2017 11:14 AM  
To: Daniel Schaffer  
Subject: RE: Riverfront Park rides

Pamela Clarke | City of Spokane | Clerk III 509.625. 6241 | [pclarke@spokanecity.org](mailto:pclarke@spokanecity.org) SpokaneParks.org |  
RiverfrontParkNow.com

Please direct this to Chris Wright and those on the Riverfront Park Committee:

Regarding the recent Park Board decision to save two of the park rides, it is my opinion that these rides cheapened the park experience and mimicked a county fair with trashy amusement park fare. A better environment for children's activities is evident at the Maggie Daley Park in Chicago, which I recently visited. It is there that the idea of the skating ribbon came to us, but they also have an amazing free playground that has innovative features that stimulate a child's curiosity rather than giving them a cheap thrill. If we want Riverfront Park to be representative of the values of our community, let's stick with quality and leave the rides to the carnys.

Daniel J Schaffer  
3319 W 23rd Ave  
Spokane, WA 99224  
509-939-1205