



## Spokane Park Board Agenda

3:30 p.m. April 11, 2019

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

### Park Board Members:

Nick Sumner – President  
Jennifer Ogden – Vice President  
Garrett Jones – Acting Secretary  
Ted McGregor  
Rick Chase  
Greta Gilman  
Sally Lodato  
Gerry Sperling  
Jamie SiJohn  
Bob Anderson  
Mike Fagan – Council Liaison

## Agenda

1. **Roll Call:** *Edward Pinos*
2. **Minutes:** [March 14, 2019, Regular Park Board meeting minutes](#)
3. **Additions or Deletions to the Agenda:**  
A. None
4. **Special Guests:**  
A. None
5. **Claims:** [Claims for the month of March 2019](#) – *Bob Anderson*
6. **Financial Report & Budget Update:** *Mark Buening*
7. **Special Discussion/Action Items:**  
A. None
8. **Committee Reports – Action Items:**  
**Urban Forestry Tree Committee:** April 2, 2019 – *Rick Chase*  
A. [Resolution in Support of Urban Forestry Ordinance Changes](#) – *Katie Kosanke*  
  
**Golf Committee:** April 9, 2019 – *Gerry Sperling*  
A. Action items: None  
  
**Land Committee:** April 3, 2019 – *Greta Gilman*  
A. [Redband Park Sculpture Plaza Contribution Agreement](#) – *Nick Hamad*  
B. [2019 Asphalt Park Pathways and Site Furnishings Contract \(\\$177,430\)](#) – *Nick Hamad*



C. [Dutch Jake's Park Playground Equipment Purchase \(\\$101,533.19\)](#) – *Nick Hamad*

**Recreation Committee:** April 4, 2019 – *Sally Lodato*

A. Action items: None

**Riverfront Park Committee:** April 8, 2019 – *Ted McGregor*

A. [Concert Production and Booking Service Agreement](#) – *Jonathan Moog & Amy Lindsey*

B. [US Pavilion Folding Chairs and Carts \(\\$93,087.72\)](#) – *Jonathan Moog*

C. [Garco Construction Change Order #14 for Pavilion/Promenade \(\\$118,284.00\)](#) – *Berry Ellison*

D. [Cameron Reilly Construction Change Order #1 for Avista Access \(\\$31,057.00\)](#) – *Berry Ellison*

E. [Big Belly Solar Refuse & Recycle Bins for Promenade \(\\$2,710.00 and Annual Lease \\$18,204\) \(Non-bond\)](#) – *Berry Ellison*

F. [North Bank Playground Schedule Change](#) – *Berry Ellison*

**Finance Committee:** April 9, 2019 – *Bob Anderson*

A. Action items: None

**Bylaws Committee:** *Jennifer Ogden*

A. Action items: None

9. **Reports**

A. Park Board President: *Nick Sumner*

B. Liaison Reports:

1. Conservation Futures Liaison – *Nick Sumner*

2. Parks Foundation Liaison – *Ted McGregor*

3. Council Liaison – *Mike Fagan*

C. Director's Report: *Garrett Jones*

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

12. **Public Comments:**

None

13. **Adjournment:**

14. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. April 30, 2019, Woodland Center, Finch



Arboretum

Land Committee: 3 p.m. May 1, 2019, Manito Park meeting room, Manito Park Recreation Committee: 5 p.m. May 2, 2019, Park Operations Complex, 2304 E. Mallon

Riverfront Park Committee: 8:05 a.m. May 6, 2019, City Council Briefing Center

Golf Committee: 8 a.m. May 7, 2019, Woodland Center, Finch Arboretum

Finance Committee: 3 p.m. May 7, 2019, City Conference Room Lobby - Tribal, first floor City Hall

- B. Next Park Board: 3:30 p.m. May 9, 2019, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

*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 509.625.6367, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [erahrclerks@spokanecity.org](mailto:erahrclerks@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.





## Spokane Park Board

3:30 p.m. March 14, 2019

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

### Park Board Members:

X Nick Sumner – President  
X Jennifer Ogden – Vice President  
X Garrett Jones – Acting Secretary  
X Ted McGregor  
X Rick Chase  
X Greta Gilman  
X Sally Lodato  
Gerry Sperling (absent/excused)  
X Jamie SiJohn  
X Bob Anderson  
X Mike Fagan – Council Liaison

### Parks Staff:

Jason Conley  
Mark Buening  
Al Vorderbrueggen  
Jennifer Papich  
Angel Spell  
Jonathan Moog  
Berry Ellison  
Edward Pinos

### Guests:

Dorene Wade  
Dave Lennstrom

## MINUTES

(Click [HERE](#) to view the video recording of the meeting.)

1. **Roll Call:** *Edward Pinos*

2. **Minutes:**  
A. Feb. 14, 2019, Park Board meeting minutes

**Motion No. 1:** *Nick Sumner* moved to approve the Feb. 14, 2019, Park Board meeting minutes.

*Bob Anderson* seconded.  
Motion carried unanimously.

3. **Additions or Deletions to the Agenda:**  
A. None

4. **Special Guests:**  
A. Dorene Wade with the Friends of Manito presented updates on Manito Park's operations. The highlights include: 1.) Friends of Manito is 49,000 positive cash flow. 2.) Membership is at its highest at 825 members. 3.) The new pavilion was completed in 2018, and Dorene thanks the Parks department for their help. A new TV was put in the meeting room as well. 4.) 98,000 dollar revenue from plant sales. 5.) Attendance for holiday lights hits all time high at 13,000. 6.) 2019 projects will include an updated pollinator garden, new bike racks, and 50,000 to the new dredging project.

5. **Claims:** Claims for the month of February 2019 – *Bob Anderson*



**Motion No. 2:** *Bob Anderson* moved to approve claims for the month of February 2019 in the amount of \$3,577,881.93  
*Greta Gilman* seconded.  
Motion carried unanimously.

6. **Financial Report & Budget Update:** – *Mark Buening* provided the 2018 end of year financials. Highlights include: 1.) Fiscal year 2018 finished with a cash reserve of 118,000 dollars above all of the required reserves. 2.) Parks did not need to use the 300,000 Revenue Stabilization Reserve, thus it will carry into 2019. 3.) Parks Fund YTD operating revenues totaled 5 million dollars and Parks operating and grant revenues are approximately 928,000 dollars more than 2017. 4.) Riverfront Park revenues 1.36 million dollars ahead of 2017. 5.) Overall Parks Fund revenue total 19.3 million; 1.3 million more than 2017. 6.) YTD operating expenditures totaled 18.9 million dollars, approximately 2.3 million more than 2017. 7.) Net capital expenditures totaled 1.2 million. 8.) YTD Park Fund Revenue Expenditures exceeded revenues by approximately 1.4 million dollars; 110,000 positive cash flow at the end of the year. 9.) Golf fund operating revenues totally 3.34 million exceeding 2017 by 171,000 dollars. 10.) YTD operating expenditures for Golf fund 3.25 million; 87,000 dollars less than 2017. 11.) 2018 operating revenue for golf fund exceeded expenditures by 90,000 dollars. 12.) Fund shows negative cash balance 144,000 dollars. This negative cash flow reflects the time of the year where golf courses are closed, but operating costs remain.

*Garrett* addressed the board's concerns about this year's financials by explain that a Revenue task Force, led by *Jason*, will monitor this year's revenue streams and ensure that the Parks Department stays on budget.

*Mark Buening* provided the February Financial Report & Budget Update. Park Fund operating revenue is tracking at 163% of the projected budget. Parks and Recreation expenditures are tracking at 140% of the projected budget. The Golf Fund revenue is tracking at 594% of the projected budget due to the high volume of pre sales. The Golf Fund expenditures are tracking at 97% of the projected budget. Of the \$68.06 million Riverfront Park Bond, \$2.3 million has been expended for January and February 2019 and \$54.9 million expended/committed, leaving a \$13.1 million budget balance.

7. **Special Discussion/Action Items:**

A. None

8. **Committee Reports:**

**Urban Forestry Tree Committee:** March 5, 2019, *Jennifer Ogden*

A. Action Item: None

B. The next regularly scheduled meeting is 4:15 p.m. April 2, 2019, at the Woodland Center, Finch Arboretum.

**Golf Committee:** March 12, 2019, *Bob Anderson*

A. Action item: None

B. The next scheduled meeting is 8 a.m. April 9, 2019, Manito Park conference room, Manito Park

**Land Committee:** March 6, 2019, *Greta Gilman*

A. **Sister's Property Acquisition** – *Jason Conley* presented the resolution to acquire a small parcel of land, previously owned by the FAA. The land is already in the middle of current Parks Department land, and there will be no fee to acquire it. There is no longer any buildings or fencing on the property. Approval by the Park Board is a necessary step in acquiring the



property from the federal government.

**Motion No. 1:** *Greta Gilman* moved to approve the resolution to acquire the federal land.

*Sally Lodato* seconded.

Motion carried unanimously.

B. The next scheduled meeting is 3 p.m. April 3, 2019, Park Operations Complex, 2304 E. Mallon

**Recreation Committee:** Meeting Cancelled, *Sally Lodato*

A. Action Item: None

B. The next scheduled meeting is 5 p.m. April 4, 2019, Park Operations Complex, 2304 E. Mallon

**Riverfront Park Committee:** March 11, 2019, *Ted McGregor*

A. US Pavilion Office Furnishings (\$90,508.87) – *Jonathan Moog* presented the purchase of office furnishings for the Pavilion offices as a capital expenditure, not bond related funds. The purchase includes: 1.) 14 cubicles that match City standards; 2.) conference room furnishings; 3.) security room for the Park Rangers. *Ted McGregor* stressed that timing is important so that the furnishings are ready for move-in in July.

**Motion No. 2:** *Ted McGregor* moved to endorse the purchase of the office furnishings in the amount of \$90,508.87.

*Sally Lodato* seconded.

Motion carried unanimously.

B. Pavilion Occupancy and Ring Configuration Modifications – *Berry Ellison* presented a proposal that re-designs the pathways and terracing within the Pavilion, but remains budget-neutral. These changes include: 1.) improves the access to the Elevation experience; 2.) provides pathways that are more intuitive for easy egress; 3.) increases the maximum seating capacity by reducing the terracing where there were previously obstructed views. *Jonathan Moog* advised the Board that the new design would actually reduce the maintenance cost after events, while also making the Pavilion a more park like setting. This design would be a “Swiss pocket knife” in its flexibility, and would be more symmetric. *Garrett Jones* relayed messages from the design team to assure the Board that the new configuration would create a more immersive experience that creates a Park feel, while maximizing occupancy and efficiency. *Mr. Moog* also responded to the Board, and stated that the new occupancy level for the Pavilion will be 5100, a level that aids in getting sponsorships. *Nick Sumner* highlighted that the design also adds a pathway that follows the entirety of the outside of the east side of the Pavilion. *Mr. Ellison* and *Mr. Moog* answered concerns from the Board.

**Motion No. 3:** *Ted McGregor* moved to approve the Pavilion Occupancy and Ring Configuration Modifications.

*Rick Chase* seconded.

Motion carried unanimously.

C. SPVV Landscape Architects Design Services for West Havermale (\$235,800.00 no tax) – *Berry Ellison* presented a design contract for West Havermale. This proposal includes: 1.)



an all-inclusive playground; 2.) upgrade current parking, and add more ADA parking; 3.) an M&O yard. The design was not shown, but Mr. Ellison assured the Board that SPVV, and Shane's Inspiration, have given a proposal that is solid, and will create an amazing park for the area.

**Motion No. 4:** *Ted McGregor* moved to approve the SPVV Landscape Architects Design Services for West Havermale.

Jennifer Ogden seconded.  
Motion carried unanimously.

- D. Northwest Playground Equipment Inc. contract for Cre8Play Tower and Bridge at Great Floods Playground (\$486,846.67 + tax) – *Berry Ellison* presented the skeletal structure of the 35 foot tower playground structure. The tower is three levels, two of which are ADA accessible, and will be customizable to fit the theme of the surrounding area. The purchase is direct on state contract; this includes bond, delivery, and installation.

**Motion No. 5:** *Ted McGregor* moved to approve the Northwest Playground Equipment Inc. contract for Cre8Play Tower and Bridge at Great Floods Playground.

*Sally Lodato* seconded.  
Motion carried unanimously.

- E. Krueger Sheet metal contract for South Bank Wayfinding Signs and Graphics (\$104,237.55 + tax) – *Berry Ellison* presented the contract for Krueger Sheet Metal to create graphics and Wayfinding Signs for the South Bank. There will be 13 signs in total in order to help people locate certain areas around the park. The contract includes tall kiosks where maps will be found, directional pointers will point people in the right direction, and the possibility for braille to be incorporated is in discussion with Krueger.

**Motion No. 6:** *Ted McGregor* moved to approve the Krueger Sheet Metal contract for South Bank Wayfinding Signs and Graphics in the amount of \$104,237.55 + tax)

*Sally Lodato* seconded.  
Motion carried unanimously.

- F. Garco Construction change order #13 for Pavilion & Promenades (\$62,982.00 + tax) – *Berry Ellison* presented change order #13 for Garco construction. The order included: 1.) increase door width in service corridor; 2.) rough-in for motorized gate; 3.) add card swipes; 4.) lighting control; 5.) add phone and camera; 6.) delete tree wells; 7.) add concrete; 8.) repair lighting at centennial trail.

**Motion No. 7:** *Ted McGregor* moved to approve Garco Construction change order #13 for Pavilion & Promenades in the amount of \$62,982.00 + tax.

*Sally Lodato* seconded.  
Motion carried unanimously.

- G. Bernardo Wills Architects Amendment #3 for North Bank Design (\$89,500.00 no tax) – *Berry Ellison* advised the Board that these changes include added scope that was previously approved by Park Board. The amendment includes: 1.) design for the M&O facility; 2.) water recirculation system for the North Bank playground water feature; 3.)



design for additive alternates.

**Motion No. 8:** *Ted McGregor* moved to approve the Bernardo Wills Architects Amendment #3 for North Bank Design in the amount of \$89,500.00 no tax.

*Bob Anderson* seconded. *Greta Gilman* recused.  
Motion carried unanimously.

- H. Hill International Amendment #7 for Construction Management (\$41,309.00 no tax) – *Ted McGregor* advised the Board that the amendment is additional Pavilion construction management needed or the extended construction schedule; and construction management needed for restoration of Orange Bridge Staging Area.

**Motion No. 9:** *Ted McGregor* moved to approve Hill International Amendment #7 for Construction Management in the amount of \$41,309.00 no tax.

*Sally Lodato* seconded.  
Motion carried unanimously.

- I. The next scheduled meeting is 8:05 a.m. April 8, 2019, in the City Council Briefing Center.

**Finance Committee:** March 12, 2019, *Bob Anderson*

- A. Approval of the Chemical Value Blanket (\$195,000) – *Jennifer Papich* presented the bids for the turf and chemicals given by the purchasing department. Jennifer Ogden assured the public that not everything on the list is a chemical, but they are nutrients that go into the soil in order to help the vegetation grow at City parks.

**Motion No. 10:** *Bob Anderson* moved to approve the Chemical Value Blanket in the amount of \$195,000.

*Jennifer Ogden* seconded  
Motion carried unanimously.

- B. The next regularly scheduled meeting is 3 p.m. April 9, 2019, City Conference Room Lobby  
- Tribal, first floor City Hall

**Bylaws Committee:** *Jennifer Ogden* (Did not meet)

9. **Reports:**

**Park Board President:** *Nick Sumner*

1. Nick Sumner reported that there is an open seat on the board, and the interviews will be held Tuesday March 26<sup>th</sup>.

**Liaison reports:**

1. Conservation Futures Liaison – No report given
2. Parks Foundation Liaison – No report given
3. Council Liaison – *Mike Fagan* discussed the possibility of an amendment to the Urban Forestry program. The majority of the changes would be clean up language, include aspirational goals, increase canopy coverage in the City, new reforestation programs, and update the Urban Forestry plan every five years.

**Director's report:** *Garrett Jones*

1. Garrett Jones reported that the upcoming weekend would be the last operational



weekend for the Numerica Skate Ribbon. Registration has also opened for spring and summer programs. Garrett also discussed the partnership with Parks and the Utilities Department on water conservation projects.

10. **Executive Session:**

A. None

11. **Correspondence:**

A. Letters/emails: None

B. Newsletters: Hillyard Senior Center

12. **Public Comments:** Doug Trudeau, a business owner on East Sprague, expressed his concerns for the finishing touches on top of the new CSO tank on East Sprague. He urged Parks to make sure that the ground above the tank not be covered with gravel as it would not be visually appealing to the public. Garrett assured that Parks Staff would reach out to the Utilities Department to see what the final treatment will be.

13. **Adjournment:** 4:25 p.m.

14. **Meeting Dates:**

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. April 2, 2019, Woodland Center, Finch Arboretum

Land Committee: 3 p.m. April 3, 2019, Manito Park meeting room, Manito Park

Recreation Committee: 5 p.m. April 4, 2019, Park Operations Complex, 2304 E. Mallon

Riverfront Park Committee: 8:05 a.m. April 8, 2019, City Council Briefing Center

Golf Committee: 8 a.m. April 9, 2019, Finch Arboretum, Woodland Center

Finance Committee: 3 p.m. April 9, 2019, City Conference Room Lobby - Tribal, first floor City Hall

B. Next Park Board: 3:30 p.m. April 11, 2019, City Council Chambers

C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:



Garrett Jones, Acting Director of Parks and Recreation



**CITY OF SPOKANE PARK AND RECREATION DEPARTMENT  
MARCH 2019 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - APRIL 4, 2019**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,036,664.53
MAINTENANCE & OPERATIONS	\$	505,127.89
CAPITAL OUTLAY	\$	16,965.87
PARK CUMULATIVE RESERVE FUND	\$	2,602.25

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY	\$	2,117,568.95
----------------	----	--------------

**GOLF:**

SALARIES & WAGES	\$	96,752.80
MAINTENANCE & OPERATIONS	\$	39,523.58
CAPITAL OUTLAY	\$	41,767.70

<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b><u>3,856,973.57</u></b>
----------------------------	-----------	----------------------------



		Monthly Comparison					Year-to-Date Comparison					
	Notes:	2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 YTD % of Annual Budget	2019 YTD % of Annual Budget	Change in %
<b>Revenue:</b>												
Program Revenue	a.	91,000	86,423	957	2,208	\$ 1,250	2,059	4,602	4,577	4.4%	5.0%	0.60%
Operating Transfers		66,000	-	-	-	\$ -	66,000	66,000	66,000	100.0%	100.0%	
Grants Receivable		-	-	-	-	\$ -	-	-	-			
<b>TOTAL REVENUE:</b>		<b>\$ 157,000</b>	<b>\$ 86,423</b>	<b>\$ 957</b>	<b>\$ 2,208</b>	<b>\$ 1,250</b>	<b>68,059</b>	<b>70,602</b>	<b>\$ 70,577</b>	<b>41.5%</b>	<b>45.0%</b>	<b>3.42%</b>
<b>Expenditures:</b>												
Salaries and Wages	b.	459,274	374,177	46,152	42,435	\$ 3,717	90,668	89,155	85,097	20.6%	18.5%	-2.03%
Personnel Benefits		156,136	121,391	14,653	13,846	\$ 807	26,716	32,216	34,745	20.7%	22.3%	1.55%
Supplies		31,867	29,132	309	1,094	\$ (785)	3,652	666	2,735	1.6%	8.6%	6.93%
Services and Charges		211,445	199,929	4,043	4,234	\$ (190)	5,169	9,828	11,516	4.4%	5.4%	1.03%
Interdepartment Svcs		23,800	23,800	-	-	\$ -	-	14	-	0.1%		-0.06%
Intergovernment Svcs		-	-	-	-	\$ -	-	-	-			
<b>Subtotal Op. Exp.</b>		<b>\$ 882,522</b>	<b>\$ 748,429</b>	<b>\$ 65,157</b>	<b>\$ 61,609</b>	<b>\$ 3,548</b>	<b>126,205</b>	<b>131,879</b>	<b>\$ 134,093</b>	<b>15.1%</b>	<b>15.2%</b>	<b>0.14%</b>
Capital Outlay	c.	-	-	-	-	\$ -	84,054	-	-			
Transfers Out		2,641	2,641	-	-	\$ -	-	-	-			
<b>TOTAL EXPENDITURES:</b>		<b>\$ 885,163</b>	<b>\$ 751,070</b>	<b>\$ 65,157</b>	<b>\$ 61,609</b>		<b>210,259</b>	<b>131,879</b>	<b>\$ 134,093</b>	<b>14.2%</b>	<b>15.1%</b>	<b>0.95%</b>
<b>Total Funding:</b> (Rev. less Exp.)		<b>\$ (728,163)</b>		<b>\$ (64,200)</b>	<b>\$ (59,402)</b>		<b>\$ (142,200)</b>	<b>\$ (61,277)</b>	<b>\$ (63,517)</b>			



**City of Spokane - Parks & Recreation**  
**Recreation**  
**Financial Report**  
**March 2019**

		Monthly Comparison					Year-to-Date Comparison				2018 YTD	2019 YTD	
Notes:		2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	% of Annual Budget	% of Annual Budget	Change in %
<b>Revenue:</b>													
Program Revenue	a.	1,431,710	1,121,788	147,565	49,427	\$ (98,138)	305,487	354,490	309,922	\$ (44,569)	23.6%	21.6%	-1.99%
Operating Transfers		-	-	-	-	\$ -	-	-	-	\$ -			
Grants Receivable		-	-	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL REVENUE:</b>		<b>\$ 1,431,710</b>	<b>\$ 1,121,788</b>	<b>\$ 147,565</b>	<b>\$ 49,427</b>	<b>\$ (98,138)</b>	<b>305,487</b>	<b>354,490</b>	<b>\$ 309,922</b>	<b>\$ (44,569)</b>	<b>16.1%</b>	<b>21.6%</b>	<b>5.54%</b>
<b>Expenditures:</b>													
Salaries and Wages	b.	1,338,679	1,171,316	97,919	99,463	\$ (1,544)	189,443	175,289	167,363	\$ 7,926	14.2%	12.5%	-1.66%
Personnel Benefits		286,033	237,983	23,203	22,536	\$ 666	55,334	51,904	48,050	\$ 3,854	20.1%	16.8%	-3.30%
Supplies		293,451	272,868	4,821	8,001	\$ (3,180)	12,636	18,426	20,583	\$ (2,157)	6.0%	7.0%	1.01%
Services and Charges	c.	1,343,415	1,143,466	122,969	166,324	\$ (43,354)	201,908	182,109	199,949	\$ (17,840)	13.4%	14.9%	1.49%
Interdepartment Svcs		16,950	13,584	-	-	\$ -	-	-	3,366	\$ (3,366)		19.9%	19.86%
Intergovernment Svcs		5,200	4,895	114	(10)	\$ 124	85	497	305	\$ 192	9.6%	5.9%	-3.70%
<b>Subtotal Op. Exp.</b>		<b>\$ 3,283,728</b>	<b>\$ 2,844,112</b>	<b>\$ 249,026</b>	<b>\$ 296,315</b>	<b>\$ (47,289)</b>	<b>459,406</b>	<b>428,226</b>	<b>\$ 439,616</b>	<b>\$ (11,390)</b>	<b>13.4%</b>	<b>13.4%</b>	<b>-0.06%</b>
Capital Outlay	d.	4,259	319	16,819	-	\$ 16,819	84,713	41,431	3,940	\$ 37,491	4.1%	92.5%	88.35%
Transfers Out		15,513	15,513	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL EXPENDITURES:</b>		<b>\$ 3,303,500</b>	<b>\$ 2,859,945</b>	<b>\$ 265,845</b>	<b>\$ 296,315</b>		<b>544,118</b>	<b>469,657</b>	<b>\$ 443,555</b>		<b>11.2%</b>	<b>13.4%</b>	<b>2.24%</b>
<b>Total Funding:</b> (Rev. less Exp.)		<b>\$ (1,871,790)</b>		<b>\$ (118,280)</b>	<b>\$ (246,887)</b>		<b>\$ (238,631)</b>	<b>\$ (115,166)</b>	<b>\$ (133,634)</b>				



**City of Spokane - Parks & Recreation  
Riverfront Park  
Financial Report  
March 2019**

		Monthly Comparison					Year-to-Date Comparison				2018 YTD	2019 YTD	
	Notes:	2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	% of Annual Budget	% of Annual Budget	Change in %
<b>Revenue:</b>													
Program Revenue	a.	3,474,730	2,945,900	51,329	198,765	\$ 147,436	201,370	311,395	528,830	\$ 217,436	9.5%	15.2%	5.69%
Operating Transfers		-	-	-	-	\$ -	-	-	-	\$ -			
Grants Receivable		-	-	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL REVENUE:</b>		<b>\$ 3,474,730</b>	<b>\$ 2,945,900</b>	<b>\$ 51,329</b>	<b>\$ 198,765</b>	<b>\$ 147,436</b>	<b>201,370</b>	<b>311,395</b>	<b>\$ 528,830</b>	<b>\$ 217,436</b>	9.5%	15.2%	5.69%
<b>Expenditures:</b>													
Salaries and Wages	b.	1,992,983	1,568,771	135,254	206,312	\$ (71,058)	235,242	301,543	424,212	\$ (122,669)	15.4%	21.3%	5.93%
Personnel Benefits		612,570	505,309	36,619	43,493	\$ (6,874)	75,919	81,780	107,261	\$ (25,481)	14.7%	17.5%	2.82%
Supplies		462,758	401,057	22,827	29,133	\$ (6,307)	8,194	65,572	61,701	\$ 3,871	11.4%	13.3%	1.96%
Services and Charges		678,059	536,921	31,673	82,105	\$ (50,433)	85,792	70,851	141,138	\$ (70,286)	13.1%	20.8%	7.74%
Interdepartment Svcs		-	(208)	-	208	\$ (208)	-	-	208	\$ (208)		#DIV/0!	#DIV/0!
Intergovernment Svcs		33,400	24,581	90	658	\$ (568)	8,177	8,381	8,820	\$ (438)	25.1%	26.4%	1.31%
<b>Subtotal Op. Exp.</b>		<b>\$ 3,779,770</b>	<b>\$ 3,036,432</b>	<b>\$ 226,462</b>	<b>\$ 361,909</b>	<b>\$ (135,447)</b>	<b>413,325</b>	<b>528,127</b>	<b>\$ 743,339</b>	<b>\$ (215,212)</b>	14.4%	19.7%	5.29%
Capital Outlay	c.	5,940	5,590	18,356	350	\$ 18,006	2,305	18,356	350	\$ 18,006	8.5%	5.9%	-2.59%
Transfers Out		238,130	238,130	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL EXPENDITURES:</b>		<b>\$ 4,023,840</b>	<b>\$ 3,280,151</b>	<b>\$ 244,818</b>	<b>\$ 362,259</b>		<b>415,630</b>	<b>546,483</b>	<b>\$ 743,689</b>		13.2%	18.5%	5.24%
<b>Total Funding:</b> (Rev. less Exp.)		<b>\$ (549,110)</b>		<b>\$ (193,489)</b>	<b>\$ (163,494)</b>		<b>\$ (214,259)</b>	<b>\$ (235,089)</b>	<b>\$ (214,858)</b>				



March 2019

		Monthly Comparison					Year-to-Date Comparison				2018 YTD	2019 YTD	
	Notes:	2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	% of Annual Budget	% of Annual Budget	Change in %
<b>Revenue:</b>													
Program Revenue	a.	190,430	175,014	19,454	503	\$ (18,951)	3,406	20,306	15,416	\$ (4,890)	10.7%	8.1%	-2.57%
Operating Transfers		-	-	-	-	\$ -	-	-	-	\$ -			
Grants Receivable		-	-	1,163	-	\$ (1,163)	-	(9,150)	-	\$ 9,150	-5.1%		5.08%
<b>TOTAL REVENUE:</b>		<b>\$ 190,430</b>	<b>\$ 175,014</b>	<b>\$ 20,617</b>	<b>\$ 503</b>	<b>\$ (20,114)</b>	<b>3,406</b>	<b>11,156</b>	<b>\$ 15,416</b>	<b>\$ 4,260</b>	<b>3.0%</b>	<b>8.1%</b>	<b>5.08%</b>
<b>Expenditures:</b>													
Salaries and Wages	b.	2,641,563	2,199,127	213,918	226,235	\$ (12,317)	414,191	419,879	442,436	\$ (22,557)	16.5%	16.7%	0.28%
Personnel Benefits		852,541	679,717	68,629	72,121	\$ (3,492)	171,129	170,624	172,824	\$ (2,200)	18.9%	20.3%	1.42%
Supplies		180,302	151,035	9,433	14,978	\$ (5,545)	36,414	23,326	29,267	\$ (5,941)	13.2%	16.2%	3.00%
Services and Charges		1,103,974	985,185	37,460	51,637	\$ (14,178)	96,405	63,314	118,789	\$ (55,476)	5.7%	10.8%	5.07%
Interdepartment Svcs		-	-	-	-	\$ -	-	-	-	\$ -			
Intergovernment Svcs		-	-	-	-	\$ -	-	-	-	\$ -			
<b>Subtotal Op. Exp.</b>		<b>\$ 4,778,380</b>	<b>\$ 4,015,064</b>	<b>\$ 329,439</b>	<b>\$ 364,971</b>	<b>\$ (35,531)</b>	<b>718,139</b>	<b>677,143</b>	<b>\$ 763,316</b>	<b>\$ (86,173)</b>	<b>14.3%</b>	<b>16.0%</b>	<b>1.70%</b>
Capital Outlay		25,151	12,185	3,114	12,966	\$ (9,852)	26,645	9,229	12,966	\$ (3,736)	1.7%	51.6%	49.81%
Transfers Out		25,526	25,526	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL EXPENDITURES:</b>		<b>\$ 4,829,057</b>	<b>\$ 4,052,776</b>	<b>\$ 332,553</b>	<b>\$ 377,936</b>		<b>744,784</b>	<b>686,372</b>	<b>\$ 776,281</b>		<b>13.0%</b>	<b>16.1%</b>	<b>3.12%</b>
<b>Total Funding: (Rev. less Exp.)</b>		<b>\$ (4,638,627)</b>		<b>\$ (311,937)</b>	<b>\$ (377,434)</b>		<b>\$ (741,378)</b>	<b>\$ (675,216)</b>	<b>\$ (760,866)</b>				



**City of Spokane - Parks & Recreation  
Administration  
Financial Report  
March 2019**

		Monthly Comparison					Year-to-Date Comparison				2018 YTD	2019 YTD	
	Notes:	2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	% of Annual Budget	% of Annual Budget	Change in %
<b>Revenue:</b>													
Program Revenue	a.	675,300	483,357	1,129	40,943	\$ 39,814	2,864	21,592	191,943	\$ 170,351	2.8%	28.4%	25.63%
Operating Transfers		14,983,651	-	1,641,351	1,678,596	\$ -	3,700,031	3,829,819	4,352,543	\$ 522,724	26.1%	29.0%	2.90%
Grants Receivable		-	-	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL REVENUE:</b>		<b>\$ 15,658,951</b>	<b>\$ 11,114,465</b>	<b>\$ 1,642,480</b>	<b>\$ 1,719,539</b>	<b>\$ 39,814</b>	<b>3,702,894</b>	<b>3,851,411</b>	<b>\$ 4,544,486</b>	<b>\$ 693,075</b>	25.0%	29.0%	4.05%
<b>Expenditures:</b>													
Salaries and Wages	b.	2,539,484	2,000,423	240,302	240,945	\$ (643)	375,777	474,082	539,061	\$ (64,978)	21.5%	21.2%	-0.25%
Personnel Benefits		811,749	633,737	69,876	69,278	\$ 598	124,083	171,716	178,012	\$ (6,295)	21.5%	21.9%	0.39%
Supplies		171,243	155,432	15,001	3,860	\$ 11,141	5,975	18,156	15,811	\$ 2,345	12.4%	9.2%	-3.18%
Services and Charges		1,383,909	627,818	30,323	76,023	\$ (45,700)	96,033	86,625	756,091	\$ (669,465)	11.4%	54.6%	43.20%
Interdepartment Svcs	c.	2,628,735	2,216,807	72,855	66,483	\$ 6,372	406,846	418,540	411,928	\$ 6,612	16.2%	15.7%	-0.51%
Intergovernment Svcs		11,500	8,775	217	400	\$ (182)	1,289	1,084	2,725	\$ (1,641)	9.4%	23.7%	14.27%
<b>Subtotal Op. Exp.</b>		<b>\$ 7,546,620</b>	<b>\$ 5,642,993</b>	<b>\$ 428,574</b>	<b>\$ 456,989</b>	<b>\$ (28,415)</b>	<b>1,010,002</b>	<b>1,170,204</b>	<b>\$ 1,903,627</b>	<b>\$ (733,423)</b>	18.0%	25.2%	7.24%
Capital Outlay		2,656,002	2,580,520	73,487	66,097	\$ 7,391	8,753	92,229	75,482	\$ 16,747	4.0%	2.8%	-1.14%
Transfers Out		58,195	58,195	-	-	\$ -	-	-	-	\$ -			
<b>TOTAL EXPENDITURES:</b>		<b>\$ 10,260,817</b>	<b>\$ 8,281,708</b>	<b>\$ 502,061</b>	<b>\$ 523,086</b>		<b>1,018,755</b>	<b>1,262,433</b>	<b>\$ 1,979,109</b>		13.8%	19.3%	5.54%
<b>Total Funding:</b> (Rev. less Exp.)		<b>\$ 5,398,134</b>		<b>\$ 1,140,419</b>	<b>\$ 1,196,453</b>		<b>\$ 2,684,140</b>	<b>\$ 2,588,978</b>	<b>\$ 2,565,378</b>				



**City of Spokane - Parks & Recreation**  
**Parks Fund -- 1400**  
**Financial Report**  
**March 2019**

		Monthly Comparison					Year-to-Date Comparison				2018 YTD	2019 YTD	
	Notes:	2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	2018 YTD % of Annual Budget	2019 YTD % of Annual Budget	Change in %
<b>Revenue:</b>													
Program Revenue	a.	5,863,170	4,812,483	220,435	291,845	\$ 71,411	515,186	712,385	1,050,687	\$ 338,302	12.2%	17.9%	5.71%
Operating Transfers		16,549,651	-	1,641,351	1,678,596	\$ -	3,766,031	3,895,819	4,418,543	\$ 522,724	26.5%	26.7%	0.22%
Grants Receivable		1,510,000	1,510,000	1,163	-	\$ (1,163)	-	(9,150)	-	\$ 9,150	-1.0%		1.03%
<b>TOTAL REVENUE:</b>		<b>\$ 23,922,821</b>	<b>\$ 18,453,591</b>	<b>\$ 1,862,948</b>	<b>\$ 1,970,441</b>	<b>\$ 70,248</b>	<b>\$ 4,281,217</b>	<b>4,599,054</b>	<b>\$ 5,469,230</b>	<b>\$ 870,176</b>	21.5%	22.9%	1.41%
<b>Expenditures:</b>													
Salaries and Wages		8,971,983	7,313,815	733,545	815,391	\$ (81,845)	1,305,322	1,459,948	1,658,168	\$ (198,220)	17.4%	18.5%	1.09%
Personnel Benefits		2,719,029	2,178,138	212,978	221,274	\$ (8,296)	453,181	508,240	540,891	\$ (32,651)	19.0%	19.9%	0.88%
Supplies		1,139,621	1,009,524	52,391	57,067	\$ (4,676)	66,871	126,147	130,097	\$ (3,950)	10.1%	11.4%	1.30%
Services and Charges	b.	4,730,802	3,503,319	226,468	380,323	\$ (153,855)	485,306	412,727	1,227,483	\$ (814,755)	10.3%	25.9%	15.64%
Interdepartment Svcs	c.	2,669,485	2,253,983	72,855	66,691	\$ 6,164	406,846	418,554	415,502	\$ 3,052	15.9%	15.6%	-0.36%
Intergovernment Svcs		50,100	38,251	421	1,048	\$ (627)	9,551	9,962	11,849	\$ (1,887)	19.9%	23.7%	3.77%
<b>Subtotal Op. Exp.</b>		<b>\$ 20,281,020</b>	<b>\$ 16,297,030</b>	<b>\$ 1,298,658</b>	<b>\$ 1,541,792</b>	<b>\$ (243,134)</b>	<b>\$ 2,727,077</b>	<b>2,935,578</b>	<b>\$ 3,983,990</b>	<b>\$ (1,048,412)</b>	15.5%	19.6%	4.19%
Capital Outlay	d.	5,702,656	5,609,919	111,777	79,412	\$ 32,364	206,469	161,245	92,737	\$ 68,508	3.9%	1.6%	-2.26%
Transfers Out		340,005	340,005	-	-	\$ -	-	-	-				
2015 Windstorm		111,449	110,211	-	-	\$ -	122,658	279,487	1,238	\$ 278,250	173.7%	1.1%	-172.57%
<b>TOTAL EXPENDITURES:</b>		<b>\$ 26,435,130</b>	<b>\$ 22,357,165</b>	<b>\$ 1,410,435</b>	<b>\$ 1,621,205</b>		<b>\$ 3,056,204</b>	<b>3,376,311</b>	<b>\$ 4,077,965</b>		14.1%	15.4%	1.33%
<b>Total Funding:</b> (Rev. less Exp.)		<b>\$ (2,512,309)</b>		<b>\$ 452,513</b>	<b>\$ 349,237</b>		<b>\$ 1,225,013</b>	<b>\$ 1,222,743</b>	<b>\$ 1,391,265</b>				

<b>Beginning Fund Balance</b>	<b>\$ 1,893,887</b>
5% Reserve Requirement	\$ (1,321,756)
Revenue Stabilization Reserve	\$ (300,000)
Other Program Reserves	\$ (285,397)
<b>Beginning Reserves</b>	<b>\$ (13,266)</b>
Encumbrances at Month End	\$ (2,344,212)
Net Revenue (Expense)	\$ 1,391,265
Add Back Revenue Stabil. Reserve	\$ -
<b>Ending Fund Balance Reserves</b>	<b>\$ (966,213)</b>



City of Spokane - Parks & Recreation

Golf Fund -- 4600

Financial Report

March 2019

	Monthly Comparison					Year-to-Date Comparison					2018 YTD	2019 YTD	
	2019 Current Adopted Annual Budget	2019 Budget Balance	2018 March Actual	2019 March Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	% of Annual Budget	% of Annual Budget	Change in %	
<b>Revenue:</b>													
Program Revenue	3,805,270	3,714,785	201,425	69,356	\$ (132,070)	153,181	226,897	90,485	\$ (136,412)	6.0%	2.4%	-3.58%	
Pre-Sale Revenue		-			\$ -	60,671	73,068	130,199	\$ 57,131				
Facility Improvement Fee	-	-	-	8,299	\$ 8,299	-	-	13,356	\$ 13,356				
Other Transfers In	-	-	-	-	\$ -	-	-	-					
TOTAL REVENUE:	\$ 3,805,270	\$ (3,571,230)	\$ 201,425	\$ 77,654	\$ (123,771)	213,852	299,965	\$ 234,040	\$ (65,925)	7.9%	6.2%	-1.73%	
<b>Expenditures:</b>													
Salaries and Wages	1,252,067	1,109,971	71,249	72,676	\$ 1,427	154,122	133,359	142,096	\$ (8,737)	10.9%	11.3%	0.40%	
Personnel Benefits	324,942	265,657	21,953	24,077	\$ 2,124	66,634	53,597	59,285	\$ (5,687)	15.8%	18.2%	2.47%	
Supplies	320,250	312,422	97	2,854	\$ 2,757	6,733	3,704	7,828	\$ (4,124)	1.1%	2.4%	1.33%	
Services and Charges	1,052,599	993,806	44,620	29,526	\$ (15,094)	74,716	73,341	58,793	\$ 14,548	7.3%	5.6%	-1.71%	
Interdepartment Svcs	286,529	236,552	7,857	7,052	\$ (805)	69,586	70,012	49,977	\$ 20,035	19.4%	17.4%	-1.91%	
Intergovernment Svcs	21,000	20,262	104	92	\$ (12)	363	455	738	\$ (283)	2.2%	3.5%	1.35%	
Subtotal Op. Exp.	\$ 3,257,387	\$ 2,938,670	\$ 145,880	\$ 136,276	\$ (9,604)	372,154	334,467	\$ 318,717	\$ 15,751	10.2%	9.8%	-0.41%	
Capital Outlay	267,913	191,472	20	41,768	\$ 41,747	-	2,332	76,441	\$ (74,109)	0.6%	28.5%	27.89%	
Transfers Out	275,934	275,934	-	-	\$ -	-	-	-					
TOTAL EXPENDITURES:	\$ 3,801,234	\$ 3,406,076	\$ 145,901	\$ 178,044		372,154	336,799	\$ 395,158		9.1%	10.4%	1.27%	
Total Funding: (Rev. less Exp.)	\$ 4,036		\$ 55,525	\$ (100,390)		\$ (158,302)	\$ (36,835)	\$ (161,118)					

<b>Beginning Fund Balance</b>	<b>\$ 126,813</b>
Less 7% Reserve Requirement	\$ (266,086)
<b>Beginning 2018 Excess Reserves</b>	<b>\$ (139,273)</b>
2018 YTD Change in Cash	\$ (161,118)
Encumbrances at Month End	\$ (74,325)
Facility Improvement Reserve	\$ (157,440)
<b>2018 YTD Available Cash</b>	<b>\$ (532,156)</b>



## Fund 1950 - Park Cumulative Reserve Fund

January 1, 2019 through March 31, 2019

	BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	Fund Balance Category
General Purposes	\$ 43,896.20	\$ 1,833.89	\$ 864.49	\$ 44,865.60	\$ -	\$ 44,865.60	Undesignated
Computer Replacement & Software	40,411.60	-	3,620.85	36,790.75	5,493.21	31,297.54	Designated
<b>a</b> Fleet Replacement	443,065.35	-	-	443,065.35	61,707.59	381,357.76	Designated Capital
Sky Prairie/5-Mile	38,466.19	-	-	38,466.19		38,466.19	Designated Capital
<b>b</b> RFP Recreation Equipment	9,876.05	-	-	9,876.05		9,876.05	Designated Capital
<b>b</b> Recreation Capital Replacement	7,587.54	-	-	7,587.54	3,000.00	4,587.54	Designated Capital
<b>b</b> Golf Capital	50,000.00	-	50,000.00	-		-	Designated Capital
<b>c</b> Capital Equipment Maint./Replacement	300,000.00	-	-	300,000.00		300,000.00	Designated Capital
CIP Projects	125,000.00	-	-	125,000.00		125,000.00	Designated Capital
Turf Replacement	120,000.00	-	-	120,000.00		120,000.00	Designated Capital
Tennis Courts, USTA Private Grant	55,819.93	-	-	55,819.93	4,229.40	51,590.53	Designated Capital
Rochester Heights, Trugreen Foundation	5,000.00	-	-	5,000.00		5,000.00	Designated Capital
Northbank Soil Mitigation	160,505.87	-	160,505.87	-		-	Designated Capital
<b>d</b> Skyride	82,900.56	-	3,064.35	79,836.21	54,332.89	25,503.32	Designated Risk
<b>e</b> Reserved for Property Donations	45,583.80	-	-	45,583.80		45,583.80	Restricted Repairs/Maintenance
<b>f</b> Conservation Futures	123,911.27	-	-	123,911.27		123,911.27	Restricted Property Donations
Riverfront Conservation Futures Loan	-	-	-	-		-	Restricted Futures
	<u>\$ 1,652,024.36</u>	<u>\$ 1,833.89</u>	<u>\$ 218,055.56</u>	<u>\$ 1,435,802.69</u>	<u>\$ 128,763.09</u>	<u>\$ 1,307,039.60</u>	
				\$ 1,652,024.36			
				\$ (216,221.67)			closing entries to be done by Centralized Acct.
				\$ -			

### FOOTNOTES:

- a** Includes capital asset purchases exceeding \$5,000 per the Parks' Vehicle and Capital purchasing policy. Any auction proceeds for sold vehicles is included in revenues.
- b** Used for the purpose of replacing capital equipment for each designated department with the use of auction proceeds.
- c** Park Board and Finance committee agreed to change fund balance reserve from 7% to 5% in 2018. The remaining 2%, approximately \$300,000, was intended to create line item designated for capital equipment major maintenance and replacements. Annual amounts, TBD, will be transferred from Parks Fund to maintain balance.
- d** Designated for Skyride maintenance and repairs. Payments for 2005A Bond previously paid from these funds are now budgeted and expensed from Parks Fund.
- e** Donations and grant revenues allocated for maintenance and operations of the following properties:  
Existing properties include:      >Armstrong      >Romaine-Palisades      >Austin Ravine  
   >Dahm      >Stemper et al
- f** Levied taxes for maintenance and operations of specific properties:  
                                 >Rim Rock      >Trolley Trail      >Downriver      >Elliot      >Palisades (Thomas & Gusman)  
                                 >Camp Sekani      >Latah Creek      >Romine      >Ashland Estate      >Drumheller Springs



# Riverfront Park Redevelopment Project

Budget Adopted November 2018

## Riverfront Park Capital Redevelopment Bond

### Geographical Projects Summary

January 1, 2015 through March 31, 2019

Project Component	Budget	Expended as of March 31, 2019	Committed to Date	Total of YTD Expended and Committed	Budget Balance to Date
1. South Bank West (Rec. Rink, Rink/Skyride Facility)	\$ 10,425,121	\$ 10,412,530	\$ -	\$ 10,412,530	\$ 12,591
2. South Bank Central (Looft Carrousel)	\$ 11,736,419	\$ 11,600,088	\$ 23,958	\$ 11,624,046	\$ 112,373
3. Howard Street South Channel Bridge	\$ 74,618	\$ -	\$ -	\$ -	\$ 74,618
4. Promenades and West Havermale	\$ 8,187,578	\$ 4,053,686	\$ 1,611,654	\$ 5,665,340	\$ 2,522,238
5. U.S. Pavilion	\$ 22,236,845	\$ 10,790,539	\$ 11,047,896	\$ 21,838,435	\$ 398,410
6. snx <sup>w</sup> mene?	\$ 1,741	\$ 1,741	\$ -	\$ 1,741	\$ -
7. North Bank	\$ 8,685,576	\$ 332,949	\$ 732,216	\$ 1,065,165	\$ 7,620,411
8. South Bank East	\$ 160,364	\$ 156,847	\$ -	\$ 156,847	\$ 3,517
Program Level Owner Costs	\$ 6,554,110	\$ 3,800,964	\$ 332,116	\$ 4,133,080	\$ 2,421,030
<b>TOTAL</b>	<b>\$ 68,062,372</b>	<b>\$ 41,149,344</b>	<b>\$ 13,747,841</b>	<b>\$ 54,897,185</b>	<b>\$ 13,165,187</b>



**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance regarding Spokane's Urban Forestry Program; amending Article V of chapter 12.02 of the Spokane Municipal Code.

**WHEREAS**, Spokane's urban forest provides many economic, health and environmental benefits for city residents and businesses; and

**WHEREAS**, trees produce oxygen and filter airborne particulates which improves Spokane's air quality; and

**WHEREAS**, trees improve water quality and reduce storm water runoff – reducing pollutants and mitigation costs; and

**WHEREAS**, trees save energy costs by providing shade, contributing to summer cooling, and moderating the effects of wind – according to the U.S. Forest Service's Center for Urban Forest Research, properly placing just three trees near a home can reduce that home's energy costs by up to 30%; and

**WHEREAS**, there are over 76,000 street trees which have been inventoried and analyzed for value and benefits in the City of Spokane, and those trees provide tangible financial value, such as:

- Over \$700,000 in reduced heating and cooling costs annually,
- Over \$75,000 in annual reductions of atmospheric CO<sub>2</sub>,
- Nearly \$300,000 in annual savings for our storm water mitigation efforts due to rain interception and storage, and
- Lowered crime rates and increased marketability and property values of about \$2,800,000 annually; and

**WHEREAS**, pavement which is shaded by trees will last 10 years longer than exposed pavement, resulting in less maintenance and savings in paving material and labor costs; and

**WHEREAS**, people are more likely to shop in business districts with treescaping and are likely to spend more when doing so; and

**WHEREAS**, patients with even just a view of greenery, such as parks, gardens, and/or trees, heal faster; and

**WHEREAS**, trees provide a wealth of wildlife habitat and are especially important in urban areas as connections to open space and wild areas; and

**WHEREAS**, studies have shown that properly-designed plantings of trees and shrubs can reduce the apparent loudness of urban areas by 6-10 decibels; and



**WHEREAS**, the City of Spokane recognizes the central part that trees play in our culture, our environment, and our city's distinctive character by adopting the Ponderosa Pine as our official city tree; and

**WHEREAS**, trees make our city more livable and a healthy urban forest plays important roles in our quality of life and the sustainability of Spokane's environment by lowering our energy costs, giving us clean air and clean water, imparting a distinctive character and beauty, enriching the aesthetic experience of the community, softening and screening urban development, providing habitat for wildlife, and adding to our history, civic pride and public life.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Article V of Chapter 12.02 of the Spokane Municipal Code is amended to read as follows:

**Article V: Urban Forestry Program**

**Section 12.02.900 ~~((Urban Forestry Program))~~Findings, Purpose, and Intent**

~~((A new article is created in chapter 12.02 SMC, designated Article V, Urban Forestry Program, to consist of SMC 12.02.900 through SMC 12.02.958.))~~

- A. The City of Spokane recognizes that the design of the urban environment must ultimately be for the benefit of the quality of life of the human inhabitants, and that a healthy urban forest is a key component of the quality of life.
- B. The focus of the urban forestry program is to balance competing needs of the community, in the context of limited municipal resources, while promoting and maintaining a healthy urban forest.
- C. The City of Spokane intends, by enacting this chapter, to:
  - a. promote the restoration and preservation of desirable trees and shrubs;
  - b. advocate for the establishment and retention of adequate tree planting spaces while considering the community's desire for urban aesthetics; and
  - c. as resources may allow, to address problems arising from improper planting, maintenance, or removal of trees and shrubs.
- D. The implementation of this Article V is at all times subject to appropriations. It is not a purpose of this article to create or expand any duty, responsibility, or liability on the part of the City of Spokane, its officers, agents, employees, or contractors. Any such duty nonetheless deemed created does not extend to any specific or identifiable person or class. Additionally, nothing in this article and no action taken or inaction by the City, its officers, agents, employees, or contractors shall reduce the responsibility of other persons or entities for intentional or negligent acts or omissions, including failure to maintain their property, curtilage or related



areas with reasonable care. This subsection (D) controls all other provisions.

**Section ((12.02.902))12.02.905 ((Purpose))Spokane Urban Forestry Plan and Goals**

- A. ~~((The city council and park board recognize that the design of the urban environment must ultimately be for the benefit of the quality of life of the human inhabitants, and that a healthy urban forest is a key component of the quality of life. The focus of the urban forestry program will be on balancing competing needs of the community, in the context of limited municipal resources, while promoting and maintaining a healthy urban forest.~~
- 
- B. ~~The purpose of this article is to promote and protect the public health, safety and general welfare through the initiation of an urban forestry program, including supervision of the planting, pruning, removal and maintenance of trees, shrubs, and other plants within the public rights-of-way and public places of the City and by offering education and assistance to citizens to promote a healthy urban forest.~~
- 
- C. ~~It is also the intent of the city council to:~~
- ~~1. promote the restoration and preservation of desirable trees and shrubs;~~
  - ~~2. advocate for the establishment and retention of adequate tree planting spaces while considering the community desire for urban aesthetics; and~~
  - ~~3. as resources may allow, to address problems arising from improper planting, maintenance, or removal of trees and shrubs.~~
- 
- D. ~~The urban forestry program reflects a municipal goal, but its implementation may be subject to budget or other limitations or restrictions from time to time. It is not a purpose of this article to create or expand any duty, responsibility, or liability on the part of the City of Spokane, its officers, agents, employees, or contractors. Any such duty nonetheless deemed created does not extend to any specific or identifiable person or class. Additionally, nothing in this article and no action taken or inaction by the City, its officers, agents, employees, or contractors shall reduce the responsibility of other persons or entities for intentional or negligent acts or omissions, including failure to maintain their property, curtilage or related areas with reasonable care. This subsection (D) controls all other provisions.))~~



- A. It is the goal of the City of Spokane that thirty percent (30%) of the total land area within the City of Spokane has a healthy and functioning tree canopy coverage by 2030.
- B. It is a goal of the City of Spokane to create and maintain active re-forestation programs in Spokane.
- C. Beginning on the effective date of this section, the City of Spokane will update its urban forestry plan at least every five (5) years.

### **Section 12.02.910 Definitions**

~~((The following definitions, SMC 12.02.932 through SMC 12.02.958, apply to this article.))~~

- A. “Arboricultural manual” means the Arboricultural Specifications and Standards of Practice for the City of Spokane which contains regulations and standards for the planting, pruning, removal, and maintenance of trees and shrubs on public property and a program for developing and improving the tree, shrub, and other plant resources of the community.
- B. “Commercial tree work” means any work performed on street or public trees by a person retained by the property owner or public utility.
- C. “Director” means the director of the parks and recreation division or the director’s designee.
- D. “Hazardous tree” means any tree or tree part that poses a high risk of damage to persons or property.
- E. “Heritage tree” means a tree or collection of trees that is particularly desirable because it has valued, unique characteristics that set it apart from other similar trees as specified by SMC 12.02.975.
- F. “Major pruning” means the pruning or cutting out of branches two inches (2”) in diameter or greater, root pruning, cutting out of branches and limbs constituting greater than fifteen percent (15%) of the tree’s foliage bearing area and pruning trees with branches that are within ten feet (10’) of overhead power lines. The work shall retain the natural form of the tree.
- G. “Minor pruning” means pruning or cutting out of water sprouts, suckers, twigs, or branches less than two inches (2”) in diameter, or which constitutes less than fifteen percent (15%) of the tree’s foliage bearing area. The work shall retain the natural form of the tree. Removal of dead wood, broken branches, and stubs are included within the definition of minor pruning. Minor pruning of street trees may be performed by the owner of the adjacent property without obtaining a permit from the City.



- H. “Public place” means property owned in fee by the City of Spokane.
- I. “Public Tree” is a tree on City-owned property. A public tree may also be a street tree.
- J. “Public utility” means any organization that has a franchise to utilize the public rights-of-way.
- K. “Right-of-way” means that strip of land:
1. dedicated for public travel, including the main traveled portions of the streets and sidewalks as well as parking or planting strips, pedestrian buffer strips, and other associated areas, or over which is built, public streets, sidewalks, or alleys for public travel; or
  2. used for or dedicated to utilities installation within the right-of-way.
- L. “Severe crown reduction” means the specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree’s crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not a form of pruning and, for street trees and trees within the public right-of-way, is prohibited.
- M. “Street tree” means any tree or shrub located within the public right-of-way.
- N. “Tree committee” means the urban forestry tree committee created by SMC 04.28.010.
- O. “Tree lawn,” “parking strip,” and “planting strip” are used interchangeably to mean the area between the curb and sidewalk.
- P. “Urban forestry plan” means a comprehensive plan addressing the long-term goals and strategic planning related to tree planting, pruning, removal, and maintenance needs of trees located in public places to encourage the sustainability of the urban forest. Neighborhood specific tree plans or neighborhood land use plans which incorporate sections or language related to public trees shall be incorporated in the general urban forestry plan and neighborhoods shall consider the urban forestry plan in the development of neighborhood specific tree plans or land use plans.

**Section ((12.02.904))12.02.915 Urban Forestry Program**



A. Establishment.

The urban forestry program is established within the parks and recreation ~~((department))~~ division, which exercises jurisdiction over street trees and shrubs ((within the public rights-of-way)) and trees and shrubs located in other public places as defined in SMC 12.02.910(H).

B. Responsible Official.

The director of parks and recreation is designated as the responsible official for administering the urban forestry program. The director may designate an employee as the urban forester to perform the duties to administer the program.

C. Authority.

1. The director regulates and permits the planting, pruning, removal, replacement, and maintenance of all street trees.
2. The director, with the advice and assistance of the tree committee, will prepare the Arboricultural Manual and associated administrative policy and will present the manual and administrative policy to the park board and city council ~~for adoption.~~
3. The director, with the advice and assistance of the tree committee, will prepare the urban forestry ~~((management))~~ plan and associated administrative policy and will present the plan and administrative policy to the park board, plan commission, and city council ~~for adoption.~~
4. The director examines all trees and shrubs within the scope of this article to determine whether they are contagiously diseased, dead, or hazardous, obstructing the right-of-way, or posing a threat to public safety, having the right to take samples from trees and shrubs for laboratory testing.
5. The director, with the advice and assistance of the tree committee, will develop a plan for assisting property owners with their street trees, which plan includes educational programs and criteria for financial assistance.
6. The director will develop educational programs for the public promoting proper urban forestry practices.
7. The director will facilitate the establishment of a citizen advisory committee to facilitate citizen participation in the urban forestry program.
8. In carrying out the duties prescribed by this section, the director shall consult and coordinate with the director of the neighborhood and business services division.

**Section ~~((12.02.906))~~ 12.02.920 Hazard Evaluation Criteria**



Municipal response to tree or other hazards within the scope of this article is in the City's sole discretion. In prioritizing a response, City officials may use the International Society of Arboriculture's ~~((twelve-point hazard evaluation system))~~current best practices for Tree Risk Assessment, but no obligation to act is created.

**Section ~~((12.02.908))12.02.925~~ Abutting Owner Responsibilities – City Tree Maintenance List**

- A. Abutting property owners are responsible for the following:
1. Protection of street tree health by obtaining all permits as required by this article for planting, removal, or pruning of street trees. The property owners may perform minor pruning of street trees ~~((on))~~abutting their property without obtaining a permit.
  2. Care and maintenance of the tree lawn to ensure proper health of the trees.
  3. Removal and replacement of street trees which are topped or improperly pruned if the director determines that a street tree's health is severely degraded.
  4. Care and maintenance of trees on their property in such a way as to not cause a hazard to the public safety or to the health of public, landmark or street trees.
  5. Removal of trees located on their property that have been declared a public nuisance or hazard.
  6. Abutting property owners must exercise reasonable care in the use or condition of their property so as not to render the right-of-way unsafe for ordinary travel or to endanger persons or property of persons using the right-of-way. Abutting property conditions may include planting or allowing trees, shrubs, plants, or other natural or human placed installations which affect the right-of-way directly or indirectly. Uses include a use with may cause or promote damage, unauthorized alteration, or interference with the right-of-way, not by way of limitation. The abutting property includes the curtilage and areas in or near the right-of-way, whether or not actively used for public travel.
- B. Any duty imposed upon a property owner applies jointly and severally to a property occupant, but enforcement action against an occupant does not release the owner from ultimate responsibility hereunder.
- C. Sometimes, funding may become available for the ~~((park department))~~program to assist in planting new street trees, pruning, removal, or otherwise helping with street tree maintenance for street trees on tree lawns. This effort may arise in low income neighborhoods or become available through community development federal funding or



other public or private resources. No action by the ~~((park department))~~program shall relieve a property owner of an obligation under this article except to the extent the ~~((park department))~~program may be able to assist and support the property owner, and no municipal duty is created thereby. If a new street tree is proposed to be planted, the ~~((park department))~~program shall work with the abutting property owner to confirm the owner's understanding of owner's responsibilities under this article. Specific reference is made to policy NE 12.5 in the Natural Environment chapter of the City of Spokane comprehensive plan, which provides for a policy of "no net loss" in street trees, explaining that street tree removal should only be granted when a tree is determined by the City to be sick, damaged, or near the end of life. This does not restrict removal for public health and safety reasons, in the determination of public safety officials.

- D. The director may develop a maintenance list for street trees or other trees in certain areas where the ~~((department))~~program is able to perform tree maintenance work. Except in such circumstances, and only to the extent resources may be available, ~~((or to the extent SMC 12.02.935(F) may apply,))~~ actions taken under this article are at the cost and liability of the abutting property owner or other responsible party or parties, as may be determined by the director.

#### **~~((Section 12.02.930 Definitions~~**

The following definitions, SMC 12.02.932 through SMC 12.02.958, apply to this article.

#### **~~Section 12.02.932 "Arboricultural Manual" Defined~~**

~~"Arboricultural manual" means the Arboricultural Specifications and Standards of Practice for the City of Spokane which contains regulations and standards for the planting, pruning, removal, and maintenance of trees and shrubs on public property and a program for developing and improving the tree, shrub, and other plant resources of the community.~~

#### **~~Section 12.02.934 "Commercial Tree Work" Defined~~**

~~"Commercial tree work" means any work performed on street or public trees by a person retained by the property owner or public utility.~~

#### **~~Section 12.02.936 "Director" Defined~~**

~~"Director" means the director of the parks and recreation department or the director's designee.~~



### **~~Section 12.02.938 “Hazardous Tree” Defined~~**

~~“Hazardous tree” means any tree or tree part that poses a high risk of damage to persons or property.~~

### **~~Section 12.02.940 “Person” Defined~~**

~~See SMC 1.02.100.~~

### **~~Section 12.02.942 “Pruning” Defined~~**

- ~~A. “Major pruning” means the pruning or cutting out of branches three inches in diameter or greater, root pruning, or cutting out of branches and limbs constituting greater than fifteen percent of the tree’s foliage bearing area. The work shall retain the natural form of the tree.~~
- ~~B. “Minor pruning” means pruning or cutting out of water sprouts, suckers, twigs, or branches less than three inches in diameter, or which constitutes less than fifteen percent of the tree’s foliage bearing area. The work shall retain the natural form of the tree. Removal of dead wood, broken branches, and stubs are included within the definition of minor pruning. Minor pruning may be performed by the property owner without obtaining a permit from the City.~~

### **~~Section 12.02.944 “Public Place” Defined~~**

~~“Public place” means property owned in fee by the City of Spokane.~~

### **~~Section 12.02.945 “Public Tree” Defined~~**

~~“Public Tree” is a tree on City owned property or on the public right of way abutting City owned property. A public tree may also be a street tree. “City owned property” does not refer to the right of way.~~

### **~~Section 12.02.946 “Public Utility” Defined~~**

~~“Public utility” means any organization that has a franchise to utilize the public rights of way.~~

### **~~Section 12.02.948 “Right of way” Defined~~**

~~“Right of way” means that strip of land:~~

- ~~A. dedicated for public travel, including the main traveled portions of the streets and sidewalks as well as parking or planting strips, pedestrian buffer strips, and other associated areas, or over which is built, public~~



~~streets, sidewalks, or alleys for public travel; or~~

~~B. used for or dedicated to utilities installation within the right-of-way.~~

The “right-of-way” is typically an easement over the land of the abutting property owner.

#### **~~Section 12.02.950 “Severe Crown Reduction” Defined~~**

~~“Severe crown reduction” means the specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree’s crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not a form of pruning.~~

#### **~~Section 12.02.952 “Street Tree” Defined~~**

~~“Street tree” means any tree or shrub located within the public right-of-way.~~

#### **~~Section 12.02.954 “Tree Committee” Defined~~**

~~“Tree committee” means the urban forestry tree committee created by chapter 4.28 SMC.~~

#### **~~Section 12.02.956 “Tree Lawn” Defined~~**

~~“Tree lawn” means the area within the right-of-way easement, generally the lawn between the curb and sidewalk; also known as the “parking or planting strip.”~~

#### **~~Section 12.02.958 “Vegetation Management Plan” Defined~~**

~~“Vegetation management plan” means a comprehensive plan addressing the long-term goals and strategic planning related to tree planting, pruning, removal, and maintenance needs of community trees to encourage the sustainability of the urban forest. Neighborhood specific tree plans or neighborhood land use plans which incorporate sections or language related to public trees shall be incorporated in the general vegetation management plan and neighborhoods shall consider the vegetation management plan in the development of neighborhood specific tree plans or land use plans.))~~

#### **~~Section ((12.02.940))~~12.02.960 Tree Permit Required**

##### **A. Pruning and Removal of Trees.**

No person may perform major pruning ~~((of trees;))~~ or cause or authorize any person to prune or remove street trees((;)) or trees located in planting strips~~((, rights-of-way;))~~ or other public places without first filing an



application and obtaining a street tree pruning/removal permit from the City.

1. Application Data.

The application must state the location, number, and kind of trees to be pruned or removed; the kind of maintenance or other work to be done; and such other information as the director may find reasonably necessary to a fair determination of whether a permit should be issued.

2. Standards for Issuance.

The director issues the permit if in his or her judgment the proposed work is consistent with the ordinance and the proposed method and workmanship are satisfactory.

3. Time.

Any permit issued shall contain a date of expiration and the work must be completed in the time allowed on the permit.

4. Major Pruning.

The City requires that the pruning be performed by a person licensed by the City pursuant to SMC 10.25.010.

B. Planting of Trees.

No person may plant a tree in any City rights-of-way without first obtaining a street tree permit from the City.

C. Notice of Completion.

A notice of work completion concerning tree planting, removal, or major pruning must be given by the permit holder within five days to the director for inspection. Inspection shall be completed within ten working days.

D. Annual Permit for City Departments and Utilities with Easements or Franchises Within the Rights-of-Way.

City departments and utilities may apply for an annual permit to perform pruning, planting, or removal of street trees (~~((within the rights-of-way))~~). The permit application must include an annual plan that identifies work that will be done during the year. The permit holder must file quarterly reports which will identify all work done on street trees and trees in public places.

E. Emergency Pruning and Removal.

If immediate removal or major pruning is required to protect the health and safety of the public, tree work to mitigate the immediate hazard may be performed without a permit. The director must be notified on the first working day after the tree work is begun and a permit must be obtained. In the case of a declaration of emergency notification may be made within a reasonable time.



- F. The director may decline to issue a permit, or revoke a permit issued, to any person who refuses or neglects to comply with any of the provisions of this code.

**Section ((12.02.912))12.02.965 Removal, Pruning of Trees and Shrubs**

- A. The director may authorize or order removal of or may remove street trees and shrubs situated within the rights-of-way, or other treatment or pruning, whenever one or more of the following criteria are met:
1. The tree or shrub is hazardous ((or other good cause)) as determined by SMC 12.02.920.
  2. The tree or shrub is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement.
  3. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed.
  4. The vegetation obstructs rights-of-way, authorized traffic signs or is determined to interfere with line of sight or creates other identified traffic or safety concerns.
  5. The tree's health is severely degraded because of improper pruning, including severe crown reduction.
- B. When the engineering services department determines that vegetation obstructs a public right-of-way, it notifies the director. Unless an emergency requires immediate abatement by the City, the director may utilize the procedures in SMC ((10.20.020))12.02.0210 ((SMC 12.02.930,)) or any other lawful means for pruning or removal.
- C. As a condition of removal, the director requires replacement with trees or shrubs that are appropriate for the location, unless replacement is not possible.
- D. If a street tree is to be removed at the order of the director, unless immediate removal is necessary to protect public health and safety, he notifies the property owner and tenants thirty (30) days prior to the proposed date of removal. The notice states the reason(s) for the removal and the proposed date of the removal. An order of removal may include an estimated cost and provide the property owner with the option of procuring removing within a time specified by authorized persons, but no estimate shall bind the City to accept any amount less than the true and actual cost determined after corrective action is taken.



- E. For City projects which will require removing one or more trees, the department will notify the property owner and tenants thirty (30) days prior to the proposed date of removal. A copy of the notice shall also be delivered to the department of neighborhood services and code enforcement within the same time frame.
- F. Questions affecting right-of-way management are referred to the director of the engineering services department. The parks and recreation director may also refer inquiries about interdepartmental assistance to the director of engineering services, where a healthy tree may be preserved with extra measures involving additional cost or expense, on a site by site basis.

**Section ~~((12.02.914))12.02.970~~ Tree Protection, Conservation and Preservation**

- A. All street and public trees near any excavation, demolition, or construction of any building, structure, street, or utility work must be sufficiently guarded and protected by those responsible for such work as to minimize potential injury to said trees and to maximize their chance for survival. When street and public trees are near the project, any construction permits issued by the City must be approved by the director, who may require protective measures as specified in the Arboricultural Manual.
- B. No person may destroy, injure, or deface any street tree or public tree on public property by any means, including, but not limited to, the following methods:
  - 1. Impede the free passage of water, air, or fertilizer to the roots of any tree, shrub, or other plant by depositing vehicles, concrete, asphalt, plastic sheeting, or other material detrimental to trees or shrubs on the tree lawn or on the ground near any tree~~((-))~~;
  - 2. Pour any toxic material on any tree or on the ground near any tree~~((-))~~;
  - 3. Cause or encourage any fire or burning near or around any tree~~((-))~~;
  - 4. Severely reduce the tree crown~~((except when pruning of trees under utility wires or obstructing the right-of-way as allowed by a permit issued by the director))~~. Removal or replacement is preferred to severe crown reduction~~((-))~~;
  - 5. Carve or attach any sign, poster, notice, or other object on any tree or fasten any rope, wire, cable, nails, screws, staples, or other device to any tree except as used to support a young or broken tree; however, nothing in this section shall be construed in such a manner that it forbids lighting of a decorative or seasonal nature, provided that such lighting is not attached in such a way as to cause permanent damage to the tree~~((-))~~; or



6. Plant trees reaching an expected mature height of twenty-five feet (25') or more under overhead power lines.
- C. No person may prevent, delay, or interfere with the director, or the director's designee, or any City employee in the execution or enforcement of the provisions of this article or otherwise violate this Article V.
  - D. Any person responsible for a violation of this section must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.
  - E. In addition to remedies under subsection (D) of this section, violation of this section is a class 1 civil infraction. The director has the discretion to issue a warning for a first-time violation.

**Section (~~(12.02.916)~~)12.02.975 Protection of Public and Private Historic and Heritage Trees**

- A. The historic and heritage tree preservation designation recognizes the significance of trees to the City. A tree may be retained beyond its useful life because of its contribution to the environment and City character. The intent of this ordinance is to balance the preservation of historic and heritage trees with the growth and development of the City of Spokane. A heritage or historical tree is designated by the tree committee based on the following criteria:
  1. Has historical significance to a person, place, or event.
  2. Has attained significant size in height, caliper, or canopy spread for its age and species.
  3. Has special aesthetic qualities for its species.
  4. Is prominently visible to the public, along major roads, or public places.
  5. Possesses rare horticulture value.
  6. Is not a hazard or obstruction.
  7. The owner of the tree agrees in writing to the "Heritage" designation of the tree and has complied with the nomination steps set forth in subsection D of this section.
- B. The purpose of the heritage tree program shall be to accomplish the following:
  1. Increase public awareness of trees in general and specifically Spokane's urban forest.



2. Draw attention to and protect those significant heritage trees that are unique within the terms of ~~((as specified by))~~ this section ~~((SMC 12.02.916))~~.
  3. Provide publicity for increased awareness of the purpose and activities of the Spokane urban forestry tree committee (UFTC), the UFTC citizen advisory committee and the urban forestry program.
  4. Encourage public participation in the identification and perpetuation of heritage trees throughout the City.
- C. ~~((The definition of “heritage tree” is a tree or collection of trees that is particularly desirable because it has valued, unique characteristics that set it apart from other similar trees as specified by SMC 12.02.916.))~~
- D. The process for nomination shall be as follows:
1. Any individual or group of individuals interested in identifying and preserving heritage trees may nominate a tree or trees on any Spokane City property for “heritage” status.
  2. The city council may nominate a tree or collection of trees on City property for heritage tree status.
  3. Heritage tree nominations shall be submitted to the urban forest tree committee on nomination forms provided by the urban forestry program of the City.
  4. The nomination shall at least include:
    - a. a description of the tree nominated;
    - b. the characteristics that merit the tree being designated for heritage tree status, (as designated within the terms of this section) ~~((in SMC 12.02.916)))~~ including the history of the tree, if known;
    - c. a photograph of the tree; and
    - d. a map locating the tree.
  5. The owner of the property on which the nominated tree is located shall agree to the nomination by signing the consent statement on the nominating form.
  6. The owner of the property on which the nominated tree is located must agree in writing to allow the tree to be placed on a City map of heritage trees.
  7. To inform future property owners, the owner of the property will be encouraged in the notification letter to record a notice to title indicating the location of the heritage tree on the property.
  8. Upon recommendation by the urban forest tree committee, the council may remove designation of any tree as a heritage tree if it finds that such designation is no longer appropriate.



- E. The authority and process for designation of heritage trees shall be as follows:
1. The urban forest tree committee (UFTC) shall consider heritage tree nominations at their regular meetings, using the heritage tree designation guidance document to make their determination. The consideration meetings should take place within two months from receipt of a nomination. No tree may be given heritage tree status unless a quorum of UFTC members discuss and vote in favor of the heritage tree nomination.
  2. Criteria to be considered by the urban forest tree committee for recommending a nomination for heritage tree status shall include the following (as designated within the terms of this section~~((by SMC 12.02.916)))~~):
    - a. Has historical significance to a person, place, or event.
    - b. Has attained significant size in height, caliper, or canopy spread for its age and species.
    - c. Has special aesthetic qualities for its species.
    - d. Is prominently visible to the public, along major roads or public places.
    - e. Possesses rare horticultural value.
    - f. Is not a hazard or obstruction.
    - g. The owner of the tree agrees in writing to the “heritage” designation of the tree and has complied with the nomination steps set forth in subsection D of this section.
  3. All heritage trees will be identified and recorded in a register maintained by the urban forestry tree committee and the urban forestry program.
  4. Notice of all trees identified as heritage trees by the urban forest tree committee shall be forwarded to the mayor. All designated trees, including names of the nominator and the property owner, will then be acknowledged in a letter from the mayor to the nominator and property owner. This letter will be provided by the urban forestry program to the mayor’s staff. Further individual heritage tree publicity is at the discretion of the mayor and the urban forest tree committee, such as proclamations and publicity releases.
  5. The urban forest tree committee shall give biannual updates to the city council on the number of trees designated.
- F. The city will provide the owner with a professional arborist’s assessment of the health of the tree and recommendations for maintaining the tree according to accepted pruning and care standards.



- G. A heritage tree or collection of trees is retained by the property owner and does not become the property or responsibility of the City. The property owner is responsible for all maintenance and liability issues pertaining to the tree or trees. Prior to removal of a heritage tree, a property owner must consult with the urban forest tree committee, as specified on the consent form. The City strongly encourages all heritage tree property owners to retain these significant tree(s). However, a heritage tree designation does not prohibit a property owner from developing a property and/or removing the heritage tree or trees subject to the City's tree retention regulations.
- H. The tree committee may establish additional procedures for nomination of heritage trees consistent with this section. A registry of historic trees is maintained and the designation is indicated on the City tree inventory.

### **Section ~~((12.02.918))~~ 12.02.980 Disposal of Urban Forest Products**

The urban forester may sell wood and other forest products generated during urban forestry and park operations. The proceeds from such sales will be deposited in the urban forestry fund, as provided in SMC 07.08.135.

### **Section ~~((12.02.920))~~ 12.02.985 Appeal**

Decisions of the director under SMC ~~((12.02.910))~~ 12.02.930 and SMC ~~((12.02.912))~~ 12.02.935 may be appealed by the property owner to the ~~((tree committee))~~ hearing examiner within thirty ~~(30)~~ days of receipt of the permit denial or the director's decision. The appeal notice must be in writing and submitted to the director. The notice must include, at a minimum, the following information:

- A. Name, address and telephone number of applicant.
- B. Location of trees involved in the appeal.
- C. Decision being appealed; and
- D. A concise statement of the reasons for appeal.

~~((The appeal is heard at the next regularly scheduled meeting of tree committee following receipt of the notice of appeal. Decisions of the tree committee may be appealed to the hearing examiner by filing a notice of appeal with the director within fifteen days of the tree committee's decision with a copy also filed with the City hearing examiner.))~~ Any appeal from the decision of the hearing examiner is by writ to the appropriate court. There is no right of stay of any order pending appeal unless allowed by the director, conditioned upon posting of a bond or other security or requirements as the director may order. ~~((An appealing party may request emergency review of a director's denial or conditioning of any stay,~~



~~pending appeal, by the chair of the tree committee. Consideration of such a request is at the chair's sole discretion.))~~

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# PARK BOARD OF THE CITY OF SPOKANE

## RESOLUTION

WHEREAS, section 48 of the City Charter gives the Park Board the power to “exercise supervision over all shade trees, shrubs, and plants of all kinds on or in the streets and public places of the City,” and

WHEREAS, the City of Spokane has created a comprehensive Urban Forestry program to promote the quality of life of the citizens of Spokane, and

WHEREAS, the Park Board recognizes the role of trees in making our City a more livable and healthy environment, and

WHEREAS, the City Council is proposing various amendments to the City’s Urban Forestry ordinance that, among other things, commits the City to three new important aspirational goals: (1) increasing the urban canopy to 30%, (2) creating new reforestation programs and fully supporting existing ones, and (3) updating the Urban Forestry Plan at least every five years, and

WHEREAS, the Park Board’s Urban Forestry Committee was fully briefed on the proposed changes to the Urban Forestry ordinance and recommended their adoption to the Park Board, and

WHEREAS, the Park Board has reviewed the proposed ordinance changes and has been further informed on the issues,

NOW, THEREFORE, the Park Board hereby adopts the following Resolution:

The Park Board fully supports the proposed changes to the City’s Urban Forestry Ordinance proposed by the City Council for consideration at the Council’s April 22, 2019, meeting.

PASSED the Park Board this \_\_\_\_\_ day of April 2019.

---

Park Board President

Attest: \_\_\_\_\_





**Redband Sculpture Model**



# Redband Park



City of Spokane GIS



THIS IS NOT A LEGAL DOCUMENT:  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





A SITE PLAN

SCALE: 1/4" = 1' - 0"

## CALLOUTS

- REDBAND TROUT SCULPTURE
- INTERPRETIVE SIGN OR REGIONAL MAP.
- CALPIPE INDUSTRIES REMOVABLE BOLLARD, TYP. SEE SHEET LD-1, DETAIL D.
- FUTURE FLUSH CURB BY OTHERS, NOT IN CONTRACT.
- 10' FUTURE ROLLING GATE BY OTHERS.
- EXISTING ASPHALT WALK TO REMAIN. PRESERVE AND PROTECT.
- SAWCUT AT EXISTING ASPHALT WALK. LOCATION APPROXIMATE, VERIFY IN FIELD.
- EXISTING ASPHALT TO BE REMOVED, VERIFY LOCATION IN THE FIELD.
- EXISTING RAMP TO THE RECOVERY CAFE. PRESERVE AND PROTECT.
- CONTROL JOINTS.
- EXPANSION JOINTS, TYP. LOCATE EXPANSIONS JOINTS BETWEEN CONCRETE PLAZA AND ALL MOWCURBS AND BOULDERS.
- EXISTING PLANTING AREA TO REMAIN. PRESERVE AND PROTECT.

## LEGEND

- PLANTER AREA - NATIVE PLANTS.
- COBBLE
- CONCRETE PLAZA: SAND FINISH CONCRETE WITH 6" MOWCURB AND TOOLED EDGE.
- NEW CONCRETE, BROOM FINISH.
- GRAVEL BOAT LAUNCH.
- BASE BID: EXPOSED AGGREGATE. ALTERNATE #1: ADD COVERALL STONE BEACH GLASS TO EXPOSED AGGREGATE: 25% COBALT, 25% SKY BLUE, 25% EMERALD, AND 25% TINTED GREEN.
- EXISTING GRAVEL TO BE REPLACED WITH SODDED TURF.
- 3-4' GRANITE BOULDERS, TYP. SEE SHEET LD-1, DETAIL C.
- CABLE GUARDRAIL ON 12" MOWCURB.
- NEW FENCE.
- LIMIT OF WORK.

## CONSTRUCTION NOTES

- CALL 811 TO LOCATE UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
- CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES ON SITE, WITHIN CONSTRUCTION DISTURBANCE ZONE AFTER UTILITY METERS AND PUBLIC CONNECTIONS.
- ALL TOPSOIL ON SITE TO BE STOCKPILED FOR REUSE IN TURF AND PLANTING AREAS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES.
- PRESERVE AND PROTECT ALL IMPROVEMENTS TO REMAIN.
- THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, AND SERVICES NECESSARY TO COMPLETE THE CONSTRUCTION SHOWN ON THE DRAWINGS.
- PRESERVE AND PROTECT EXISTING HARDSCAPE TO REMAIN.

Michael Terrell  
Landscape Architecture, PLLC  
1421 N. Meadowood Lane  
Suite 150  
Liberty Lake, WA  
(509) 922-7449

© 2019  
Michael Terrell - Landscape  
Architecture, PLLC  
This drawing may not be reproduced in any form  
without written permission. All rights and title to  
these drawings, including but not limited to the  
design, are retained.

LANDSCAPE ARCHITECT'S SEAL

STATE OF  
WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
MICHAEL D. TERRELL  
CERTIFICATE NO. 584

REDBAND SCULPTURE PLAZA

SITE PLAN

EXHIBIT B'

REVISION	DATE
1	
2	
3	
4	

PRO NUMBER	18-056
DATE	03/28/18
DRAWN BY	SLH
CHECKED BY	MDT

DRAWING 1 OF 1

L-1

UNDERGROUND SERVICE ALERT  
ONE-CALL NUMBER  
811  
CALL TWO BUSINESS DAYS BEFORE YOU DIG

PRELIMINARY - NOT FOR CONSTRUCTION





City Clerk's No. \_\_\_\_\_

## **CONTRIBUTION AGREEMENT**

### **THE SPOKANE RIVER FORUM TO CONTRIBUTE \$43,500 TO SPOKANE PARKS FOR CONSTRUCTION OF THE REDBAND SCULPTURE PLAZA WITHIN REDBAND PARK**

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

WHEREAS, the City of Spokane Parks and Recreation Department is the property owner and is in charge of maintaining Redband Park (as more fully described in Section 1A, below, the "Redband Park"), within the Peaceful Valley neighborhood of the City of Spokane; and

WHEREAS, on or about February 14, 2019, the City of Spokane Park Board adopted a resolution approving placement of a Redband Trout Sculpture in Redband Park and authorizing the Redband Art Project; and

WHEREAS, FORUM is engaged in raising funds to purchase and install a sculpture in Redband Park (as more fully described in Section 1D below, the "Redband Sculpture") and wishes to contribute funds to support the City's construction of a concrete plaza and appurtenances ("Plaza") surrounding the Redband Sculpture within Redband Park.

NOW THEREFORE, the parties hereto agree as follows:

### **AGREEMENTS:**

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

A. The City maintains portions of Redband Park, which includes: the Peaceful Valley Community Center, parking area, boat launch, play fields, a portion of the Peaceful Valley Trail, asphalt trail, and related improvements within the Peaceful Valley neighborhood along the south bank of the Spokane River, from N. Monroe Street to N. Elm Street depicted in the attached Exhibit A, and which includes the location of the Plaza as approximately shown in Exhibit A.



B. FORUM is willing to contribute (subject to the terms of this Agreement) funds for the construction of the Plaza as more specifically described herein, subject to the conditions set forth herein.

C. The Plaza shall be located within Redband Park, bounded by the existing parking lot to the West, the existing baseball field to the East, the Peaceful Valley Community Center to the South, and the existing boat launch to the north. Improvements include but are not limited to: approximately 1,300 square feet of new decorative concrete flatwork patio and walkway, stone boulder benches and accents, site furnishings, donor plaque, landscape & irrigation improvements and appurtenances, all as determined by the City in its sole and reasonable discretion and generally in conformance with the conceptual design shown in Exhibit B. The City anticipates commencing construction of the Plaza in Spring 2019 and further anticipates substantial completion of the Plaza suitable for installation of the Redband Sculpture no later than November 1, 2019. Prior to the City putting this project out to bid, the Forum shall retain a licensed landscape architect to prepare a "60% and 90% complete" landscape design for the Plaza. The City and Forum must mutually agree upon the 60% and 90% design and budget (the "Budget") for construction.

D. Subject to the conditions set forth herein, and in addition to the contribution of the funds identified in this Agreement, the FORUM intends to donate a sculpture and associated base (the "Redband Sculpture") to be installed in the Plaza in the approximate location shown in Exhibit B. The Redband Sculpture shall be constructed from stainless steel, with the base constructed from Corten steel, and shall substantially resemble the prototype pictured in, and substantially conform to the dimensions shown in Exhibit C.

2. CONTRIBUTION. Pursuant to and subject to the terms and conditions of this Agreement, and subject to the full satisfaction of the conditions stated in this Section 2, FORUM shall contribute FORTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$43,500.00) to the City to be used exclusively to finance construction and maintenance of the Plaza (the "FORUM Contribution"). Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) of the FORUM Contribution shall be set aside by the City exclusively to fund future maintenance relating to the Redband Sculpture and Plaza. The FORUM shall pay the FORUM Contribution to the City in three installments, as follows: 40% within five (5) business days following the parties' mutual approval of the Preliminary Design and Budget for the Plaza; 40% within five business days after the City commences construction of the Plaza and provides FORUM with notice of commencement; and 20% within five business days after the City's reasonable determination that the Plaza is substantially complete, and notice to the FORUM of such determination. The FORUM shall have no further obligation to contribute funds to the City for any purpose whatsoever, including without limitation the continued maintenance of the Plaza and the Redband Sculpture, unless otherwise expressly agreed by the parties in a writing signed by each of their authorized representatives and setting forth the amount of such additional contribution.

The FORUM's obligation to make the FORUM Contribution is subject to the following conditions, both precedent and subsequent, and upon the failure of any of the conditions set forth below, the City shall promptly refund to the FORUM any portion of the FORUM Contribution that has been paid to the City:



- (1) The FORUM approves the 60% design and budget and provides the city a notice to proceed.
- (2) The final design of the Plaza shall substantially conform to the Preliminary Design.
- (3) The improvements to the Plaza shall be substantially completed no later than November 15, 2019, and in substantial conformance with the final design; provided, that if the Plaza is not substantially complete by November 15, 2019 for reasons beyond the City's control, such failure shall not trigger an obligation to refund any portion of the FORUM Contribution that has been paid to the City.
- (4) The FORUM shall deliver the Redband Sculpture to a location determined by the City for their selected contractor to install at the location shown in design.
- (5) The contributions of the FORUM, and of those parties making substantial contributions to the FORUM in support of the Plaza improvements and the Redband Sculpture, as determined by the FORUM in its sole discretion, shall be recognized on the donor plaque that is part of the Plaza improvements identified in the design.

3. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a "grantor" of contributions (FORUM) 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 construed to create any form of ownership interest in FORUM to the Plaza or any asset of the City, including, but not limited to: the Plaza improvements described in this Agreement and the Redband Sculpture, once it has been installed at the Plaza. The parties acknowledge and agree that FORUM has no authority or control whatsoever over the selection of the contractor to install the Plaza improvements described above; the actual design and specifications for construction of the Plaza or the operation and/or maintenance of the Plaza. The City hereby agrees to indemnify and hold harmless the FORUM from any claim, damage, loss (including, but not limited to attorney's fees), or other costs incurred by FORUM as a result of this Agreement and the FORUM contribution above. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

4. TAXES. Any and all taxes imposed on the contributions by FORUM under this Agreement, including sales or use taxes arising from the design, construction or installation of the Redband Sculpture, shall be borne by the City.

5. 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.



Spokane River Forum:  
2206 S. Sherman  
Spokane, WA 99203

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

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

7. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the Parties have not resolved the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

8. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by FORUM 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.

C. Park Board Approval. FORUM acknowledges that this Agreement will not be binding on either party unless and until it has been approved by the Spokane Park Board and signed by the Parks Director.

9. INTERPRETATION AND SIGNATURES. Time is of the essence of this Agreement. 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.

10. 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: 3/26/19

SPOKANE RIVER FORUM

By: 

Title: Executive Director

Email Address:

info@spokaneriver.net



## Exhibit A














**THIS IS NOT A LEGAL DOCUMENT:**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

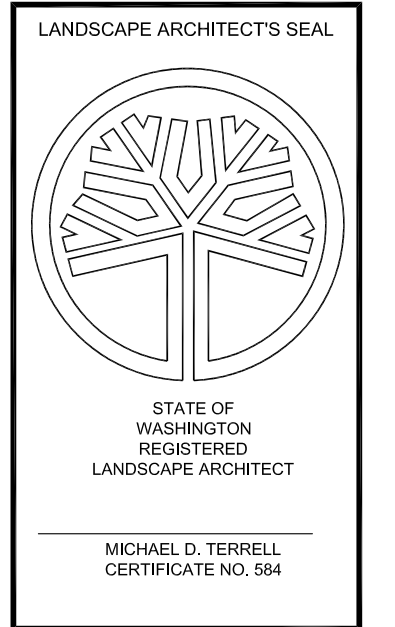




- 1 REDBAND TROUT SCULPTURE
- 2 INTERPRETIVE SIGN OR REGIONAL MAP.
- 3 CALPIKE INDUSTRIES REMOVABLE BOLLARD, TYP. SEE SHEET LD-1, DETAIL D.
- 4 FUTURE FLUSH CURB BY OTHERS, NOT IN CONTRACT.
- 5 10' FUTURE ROLLING GATE BY OTHERS.
- 6 EXISTING ASPHALT WALK TO REMAIN. PRESERVE AND PROTECT.
- 7 SAWCUT AT EXISTING ASPHALT WALK. LOCATION APPROXIMATE. VERIFY IN FIELD.
- 8 EXISTING ASPHALT TO BE REMOVED. VERIFY LOCATION IN THE FIELD.
- 9 EXISTING RAMP TO THE RECOVERY CAFE. PRESERVE AND PROTECT.
- 10 CONTROL JOINTS.
- 11 EXPANSION JOINTS, TYP. LOCATE EXPANSION JOINTS BETWEEN CONCRETE PLAZA AND ALL MOWCURBS AND BOULDERS.
- 12 EXISTING PLANTING AREA TO REMAIN. PRESERVE AND PROTECT.

- |   |   |
|---|---|
|  | PLANTER AREA - NATIVE PLANTS.   |
|  | COBBLE  |
|  | CONCRETE PLAZA; SAND FINISH CONCRETE WITH 6" MOWCURB AND TOOLED EDGE.   |
|  | NEW CONCRETE, BROOM FINISH.   |
|  | GRAVEL BOAT LAUNCH.   |
|  | BASE BID: EXPOSED AGGREGATE. <b>ALTERNATE #1: ADD COVERALL STONE BEACH GLASS TO EXPOSED AGGREGATE: 25% COBALT, 25% SKY BLUE, 25% EMERALD, AND 25% TINTED GREEN.</b> |
|  | EXISTING GRAVEL TO BE REPLACED WITH SODDED TURF.  |
|  | 3-4' GRANITE BOULDERS, TYP. SEE SHEET LD-1, DETAIL C.   |
|  | CABLE GUARDRAIL ON 12" MOWCURB.   |
|  | NEW FENCE.  |
|  | LIMIT OF WORK.  |

1. CALL 811 TO LOCATE UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
2. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES ON SITE, WITHIN CONSTRUCTION DISTURBANCE ZONE AFTER UTILITY METERS AND PUBLIC CONNECTIONS.
3. THE CONTRACTOR IS RESPONSIBLE TO BE STOCKPILED FOR REUSE OF TOPSOIL AND PLANTING AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES.
5. PRESERVE AND PROTECT ALL IMPROVEMENTS TO REMAIN.
6. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, AND SERVICES NECESSARY TO COMPLETE THE CONSTRUCTION SHOWN ON THE DRAWINGS.
7. PRESERVE AND PROTECT EXISTING HARDSCAPE TO REMAIN.



## REDBAND SCULPTURE PLAZA

# SITE PLAN

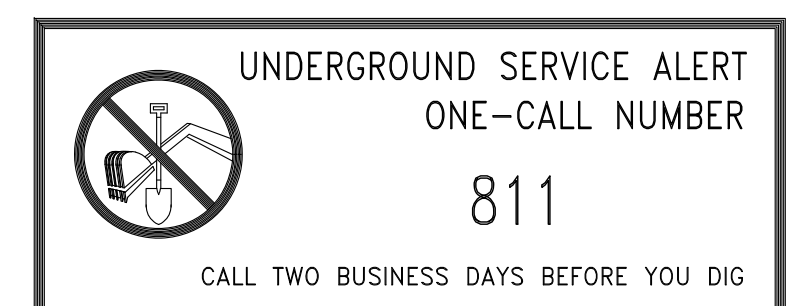
EXHIBIT 'B'

REVISION	DATE
1	
2	
3	
4	

JOB NUMBER	18-056
DATE	03/28/18
DRAWN BY	SLH
CHECKED BY	MDT

DRAWING 1 OF 1

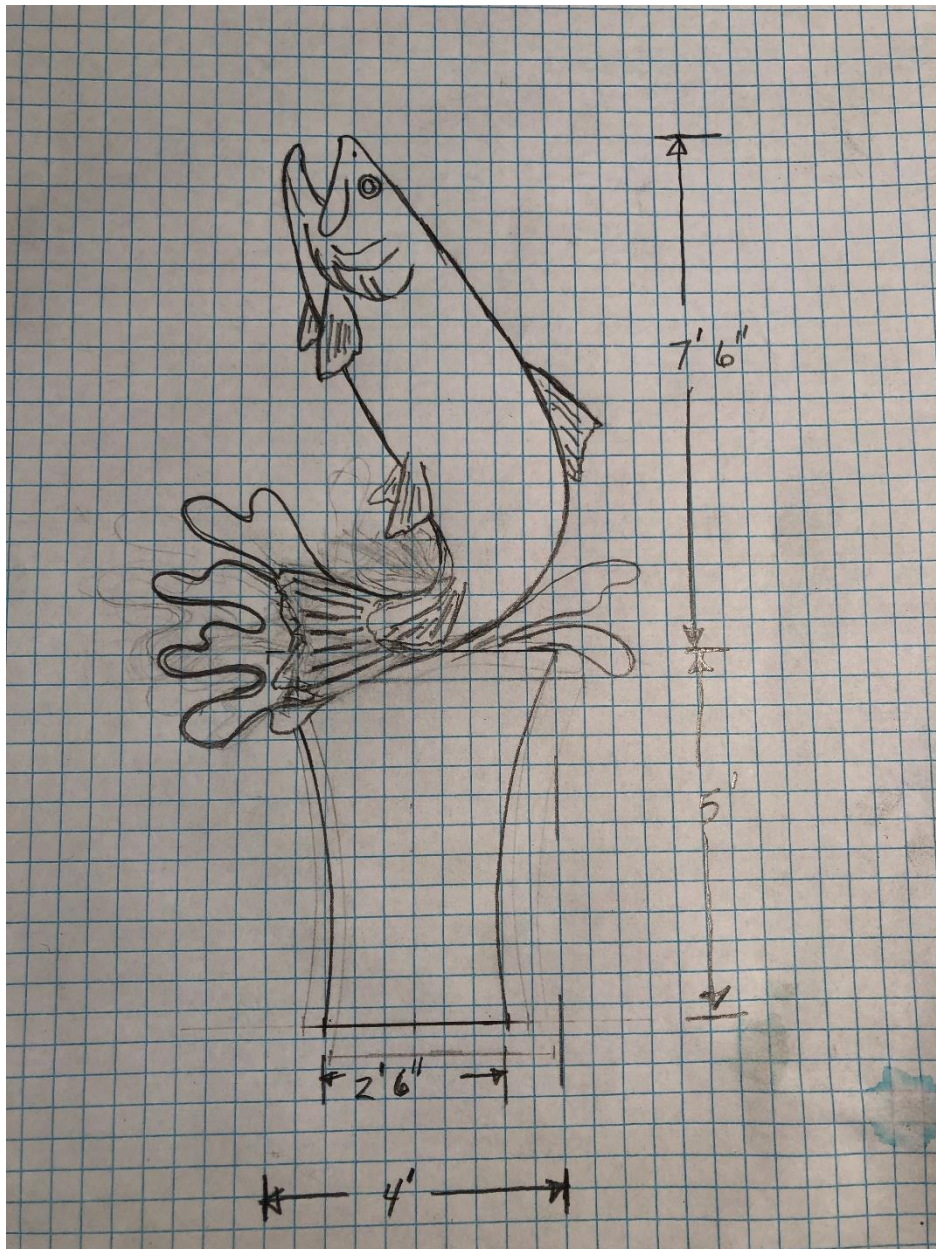
**L-1**



PRELIMINARY - NOT FOR CONSTRUCTION



## Redband Sculpture Dimensions







**Redband Sculpture Model**

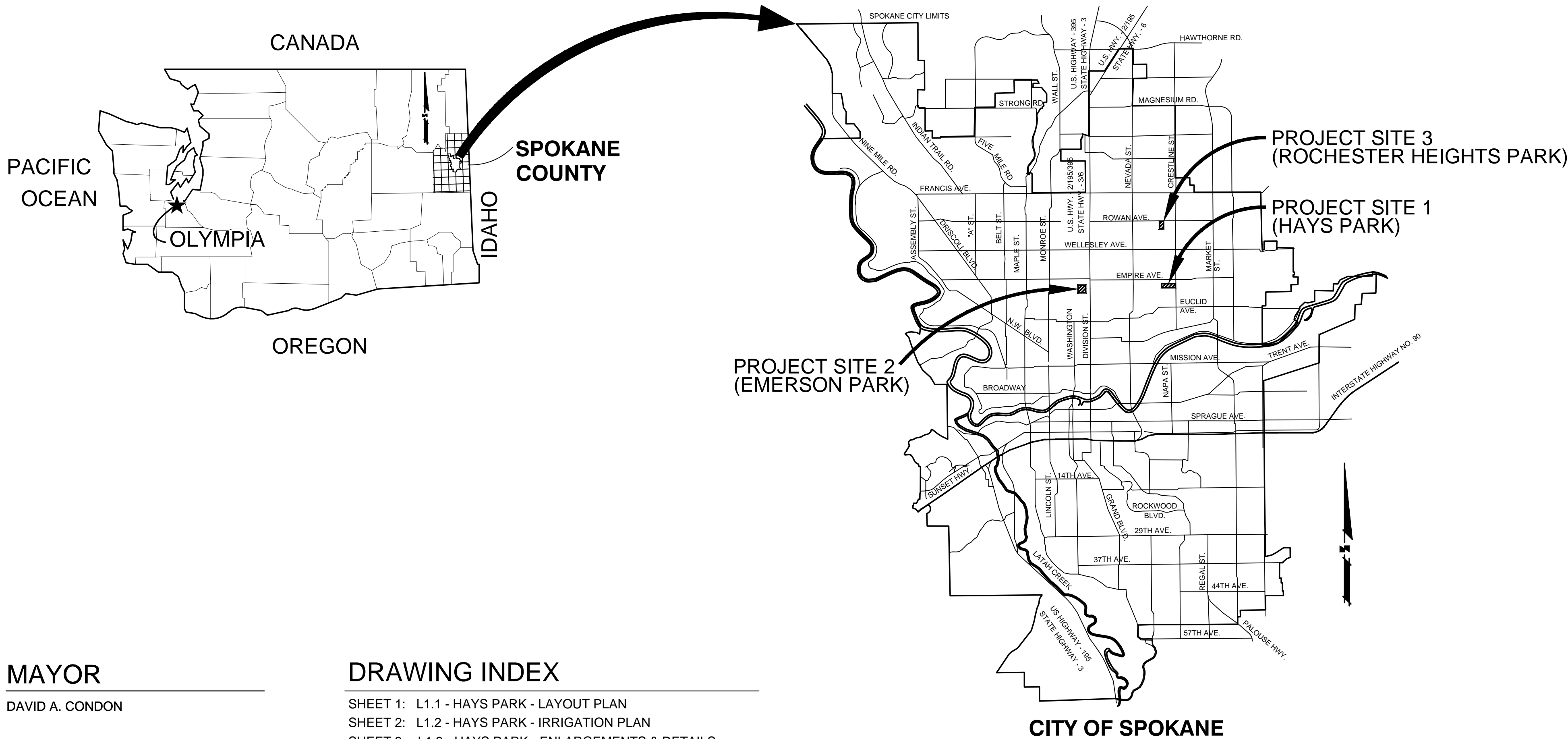




# CITY OF SPOKANE, WASHINGTON

DEPARTMENT OF PARKS AND RECREATION

## 2019 ASPHALT PARK PATHWAYS & SITE FURNISHINGS 2019.02.01 BID SET



### MAYOR

DAVID A. CONDON

### COUNCIL MEMBERS

BEN STUCKART, CITY COUNCIL PRESIDENT  
KATE BURKE  
MIKE FAGAN  
BREEAN BEGGS  
LORI KINNEAR  
CANDACE MUMM  
KAREN STRATTON

### CITY ADMINISTRATOR

THERESA SANDERS

### DIRECTOR OF PARKS

LEROY EADIE

### PROJECT CONTACT(S)

NICK HAMAD, PLA.  
SPOKANE PARKS AND RECREATION  
PROJECT MANAGER, (509) 363-5452

### DRAWING INDEX

SHEET 1: L1.1 - HAYS PARK - LAYOUT PLAN  
SHEET 2: L1.2 - HAYS PARK - IRRIGATION PLAN  
SHEET 3: L1.3 - HAYS PARK - ENLARGEMENTS & DETAILS  
SHEET 4: L1.4 - HAYS PARK - DETAILS

SHEET 5: L2.1 - EMERSON PARK - LAYOUT PLAN  
SHEET 6: L2.2 - EMERSON PARK - IRRIGATION PLAN  
SHEET 7: L2.3 - EMERSON PARK - DETAILS

SHEET 8: L3.1 - ROCHESTER HEIGHTS PARK - LAYOUT PLAN  
SHEET 9: L3.2 - ROCHESTER HEIGHTS PARK - GRADING PLAN  
SHEET 10: L3.3 - ROCHESTER HEIGHTS PARK - IRRIGATION PLAN  
SHEET 11: L3.4 - ROCHESTER HEIGHTS PARK - DETAILS

WORK LOCATION		
SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	HAYS PARK 1812 E. PROVIDENCE AVE. SPOKANE, WA 99207	NEW PATHWAY & SITE FURNISHINGS
2.0	EMERSON PARK 1116 W. ALICE AVE. SPOKANE, WA 99205	NEW PATHWAY & BOLLARDS
3.0	ROCHESTER HEIGHTS PARK 1801 E. EVERETT AVE. SPOKANE, WA 99207	NEW PATHWAY & SITE FURNISHINGS

### DESCRIPTION OF WORK

#### HAYS PARK SCOPE:

CONSTRUCT 1,314 LINEAL FEET OF NEW 6' WIDE ASPHALT PARK WALKWAY WITHIN THE WESTERN THIRD OF HAYS PARK.

- WORK INCLUDES, BUT IS NOT LIMITED TO, CLEARING AND GRUBBING OF EXISTING TURF SOD AND SUBSOIL, DEMO & DISPOSAL OF EXISTING ORGANIC SPOILS, IMPORT & PLACEMENT OF STRUCTURAL FILL, PLACEMENT OF CSTC & CDF BASE MATERIAL, INSTALLATION OF NEW 6' WIDE, 2" THICK HOT MIX ASPHALT WALKWAY, AND REPAIR/ADJUSTMENT OF LANDSCAPE AND IRRIGATION SYSTEMS IMPACTED BY CONSTRUCTION.

#### EMERSON PARK SCOPE:

CONSTRUCT 285 LINEAL FEET OF NEW 7' WIDE ASPHALT PARK WALKWAY WITHIN THE NORTHERN PORTION OF EMERSON PARK.

- WORK INCLUDES, BUT IS NOT LIMITED TO, CLEARING AND GRUBBING OF EXISTING TURF SOD AND SUBSOIL, REMOVAL OF (1) STUMP, DEMO & DISPOSAL OF EXISTING ORGANIC SPOILS, IMPORT & PLACEMENT OF STRUCTURAL FILL, PLACEMENT OF CSTC & CDF BASE MATERIAL, INSTALLATION OF NEW 7' WIDE, 2" THICK HOT MIX ASPHALT WALKWAY, SUPPLY & INSTALLATION OF NEW STEEL BOLLARDS, AND REPAIR / ADJUSTMENT OF LANDSCAPE AND IRRIGATION SYSTEMS IMPACTED BY CONSTRUCTION.

#### ROCHESTER HEIGHTS PARK SCOPE:

CONSTRUCT 1,080 LINEAL FEET OF NEW 6' WIDE ASPHALT PARK WALKWAY WITHIN THE SOUTHERN HALF OF ROCHESTER HEIGHTS PARK.

- WORK INCLUDES, BUT IS NOT LIMITED TO, CLEARING AND GRUBBING OF EXISTING TURF SOD AND SUBSOIL, DEMO & DISPOSAL OF EXISTING ORGANIC SPOILS, CUT AND FILL TO ESTABLISH NEW PATHWAY GRADE, CUT OF 420 CY, PLACEMENT OF 50CY FILL FOR PATHWAY, PLACEMENT OF 370 CY FILL IN LANDSCAPE, IMPORT & PLACEMENT OF CSTC & CDF BASE MATERIAL, INSTALLATION OF NEW 6' WIDE, 2" THICK HOT MIX ASPHALT WALKWAY, AND REPAIR/ADJUSTMENT OF LANDSCAPE AND IRRIGATION SYSTEMS IMPACTED BY CONSTRUCTION.

#### ADD/ALT 1

SUPPLY & INSTALL CONCRETE PATIO SLAB AT ROCHESTER HEIGHTS PARK PER DRAWINGS.

#### ADD/ALT 2

SUPPLY & 100 LINEAL FEET OF 4"Ø SCH 40 PVC IRRIGATION SLEEVING BENEATH PROPOSED PATHWAY PER DETAILS. SLEEVING LOCATION TO BE DETERMINED IN THE FIELD BY LANDSCAPE ARCHITECT.

#### ADDITIONAL WORK REQUIREMENTS

WORK SHALL BE EXECUTED ACCORDING TO THE ATTACHED CONSTRUCTION DRAWINGS, PLAN NOTES, AND IN THE ABSENCE OF DIRECTION ON THESE DRAWINGS, 'THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, CURRENT EDITION' AND 'THE OF THE STANDARD PLANS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION CURRENT EDITION', BOTH AS PREPARED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT). THE STANDARD SPECIFICATIONS ARE HEREBY MADE A PART OF THIS CONTRACT. THE STANDARD SPECIFICATIONS, EXCEPT AS MAY BE MODIFIED OR SUPERSEDED BY THESE CONTRACT DOCUMENTS, SHALL GOVERN ALL PHASES OF THE WORK SPECIFIED IN THESE CONTRACT DOCUMENTS.

ALL WORK, INCLUDING APPROXIMATE QUANTITIES FOR EACH SITE, SHALL BE MUTUALLY AGREED UPON BY THE CONTRACTOR AND OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.

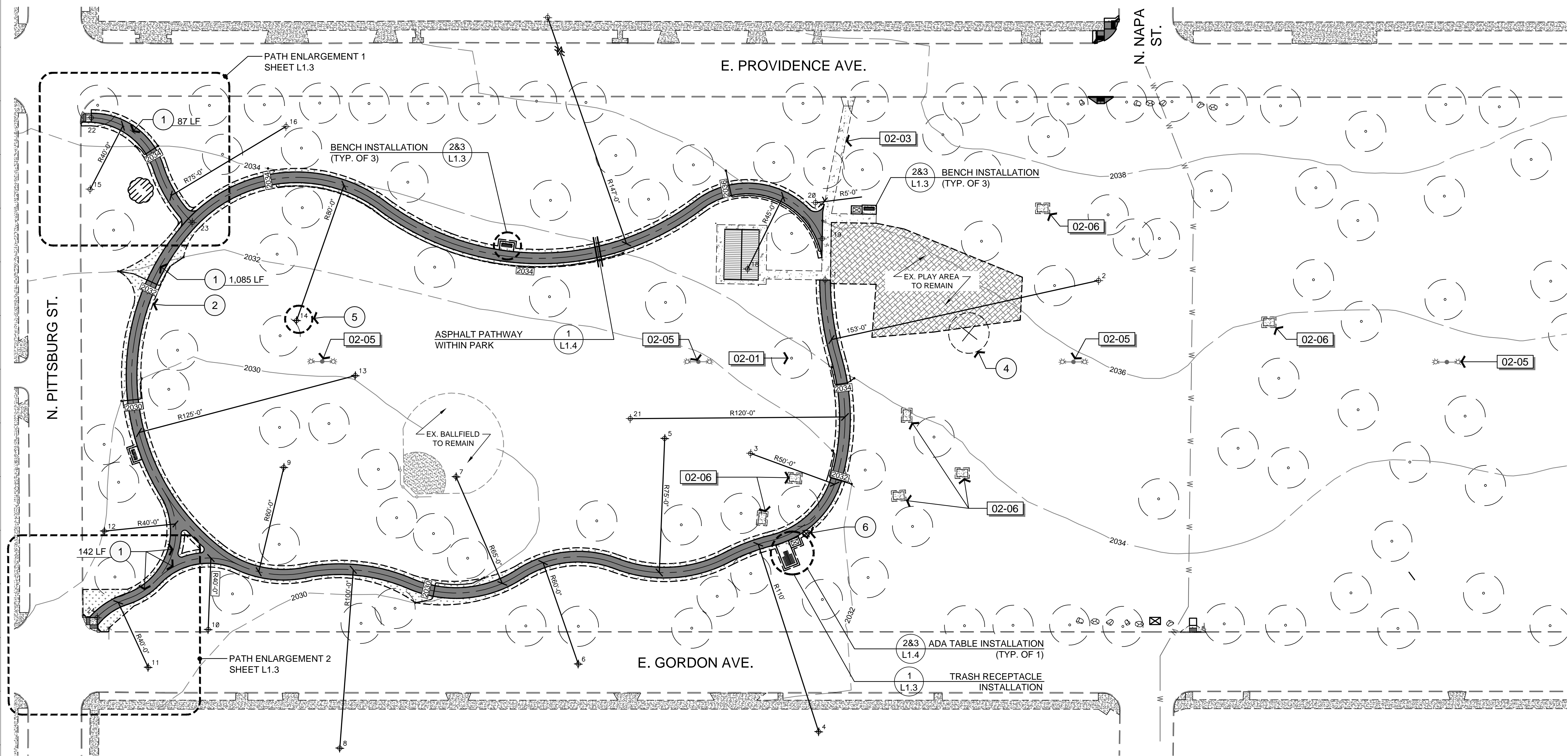
#### REQUIRED COMPLETION DATE

ALL WORK SHALL BE COMPLETED BY JULY 31, 2019

### GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR IS RESPONSIBLE FOR TEMPORARY OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS WHERE APPLICABLE.
5. CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
6. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL HARDSCAPE AND SOFTSCAPE DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITY.
7. TREE PRUNING, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED BY CITY OF SPOKANE ARBORIST. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF SPOKANE ARBORIST TO SCHEDULE WORK.
8. OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.





## PATHWAY LAYOUT PLAN | HAYS PARK

### LAYOUT & BASEMAP NOTES

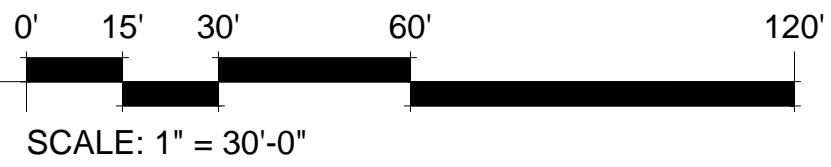
1. NORTHING/EASTING COORDINATES WERE CALCULATED USING WASHINGTON STATE PLANES, NORTH ZONE, US FOOT MAP COORDINATE SYSTEM (HARN/WO.WA-NF)
2. SITE FEATURE LOCATIONS AND TOPOGRAPHIC DATA ARE NOT DERIVED FROM AN ENGINEERED SURVEY.
  - 2.1. LOCATIONS OF ALL SITE FEATURES (CURBS, WALKS, UTILITIES, PROPERTY LINES, FENCES, WALLS, CONTOURS, TREES, ETC.) WERE EXTRAPOLATED FROM G.I.S. DATA, HISTORICAL SURVEY AND AERIAL PHOTOGRAPH. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE CITY OF SPOKANE CANNOT ENSURE ACCURACY.
  - 2.2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING & PROPOSED SITE FEATURES PRIOR TO CONSTRUCTION, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR APPARENT CONFLICTS WITHIN 24 HOURS OF DISCOVERY.
3. THE CONTRACTOR SHALL STAKE THE CENTERLINE OF ALL PROPOSED PATHWAYS & SITE FEATURES FOR INSPECTION & APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CLEARING & GRUBBING OR PLACEMENT OF IMPROVEMENTS.
  - 3.1. THE LANDSCAPE ARCHITECT MAY ALTER THE WALKWAY ALIGNMENT IN THE FIELD PRIOR TO AND DURING CONSTRUCTION.

### GRADING & REPAIR NOTES

1. NEW PATHWAY SHALL NOT EXCEED 4.5% LONGITUDINAL SLOPE IN ANY LOCATION AND SHALL MAINTAIN A 1.2%-2.0% CROSS-SLOPE IN ALL LOCATIONS.
2. ALL IMPORTED FILL BENEATH WALKWAY TO BE CSTC, CDF, OR APPROVED EQUAL.
3. COMPACT ALL STRUCTURAL FILL TO 95% REL. DENSITY (MIN).
4. IMPORTED FILL OUTSIDE THE EXTENT OF THE PROPOSED WALKWAY SHALL BE APPROVED TYPE 'A' TOPSOIL. DO NOT EXCEED 85% COMPACTION WITHIN LANDSCAPE AREA.
5. ALL ORGANIC SPOILS SHALL BE DISPOSED AT APPROPRIATE OFF-SITE FACILITY.
6. TAPER FINISH GRADE FROM TOP OF PROPOSED WALKWAY TO ADJACENT LANDSCAPE WITH IMPORTED TOPSOIL. LANDSCAPE ARCHITECT TO APPROVE FINISH GRADING PRIOR TO PLACEMENT OF TURF SOD.
7. CONTRACTOR TO REPAIR ALL DAMAGED LANDSCAPE AREA WITH TURF SOD.
8. CONTRACTOR TO REPAIR ALL IRRIGATION IMPACTED BY CONSTRUCTION. RELOCATE EQUIPMENT AT DIRECTION OF LANDSCAPE ARCHITECT.
9. CITY OF SPOKANE IRRIGATION TECHNICIAN TO INSPECT IRRIGATION REPAIRS PRIOR TO BACKFILL OF EXPOSED PIPING & EQUIPMENT.

### REFERENCE NOTES

SYMBOL	DESCRIPTION
①	NEW ASPHALT PATHWAY WITHIN PARK. CL 1/2" HOT MIX ASPHALT, 2" DEPTH. PITCH CROSS-SLOPE DOWNWARD TOWARD LOWEST ADJACENT LANDSCAPE. LONGITUDINAL SLOPE SHALL NOT EXCEED 4.5% (MAX).
②	TURF REPAIR. 2' WIDTH BESIDE PATHWAYS ON BOTH SIDES. SUPPLY & INSTALL 4" DEPTH TYPE 'A' TOPSOIL & NEW SOD LAWN TO REPAIR ALL TURF DAMAGED BY CONSTRUCTION.
④	REMOVE EX. TREE & STUMP (BY OTHERS - NOT A PART).
⑤	LAYOUT COORDINATE POINT, TYP. SEE SHEET L1.4 FOR POINT SCHEDULE.
⑥	REMOVE EX. TRASH RECEPTACLE AND SALVAGE TO THE OWNER.
SYMBOL	DESCRIPTION
02-01	EXISTING TREE, PROTECT IN PLACE. SEE NOTES ON SHEET L1.4
02-03	EX. SIDEWALK TO REMAIN. PROTECT IN PLACE.
02-05	EX. LIGHT POLE & BASE. PROTECT IN PLACE.
02-06	EX. SITE FURNISHING TO REMAIN, PROTECT IN PLACE.



Know what's below.  
Call before you dig.

DATE:  
2019.02.01

DRAWN BY:  
MH

CHECKED BY:  
NAH

PROJECT NO:  
18-02

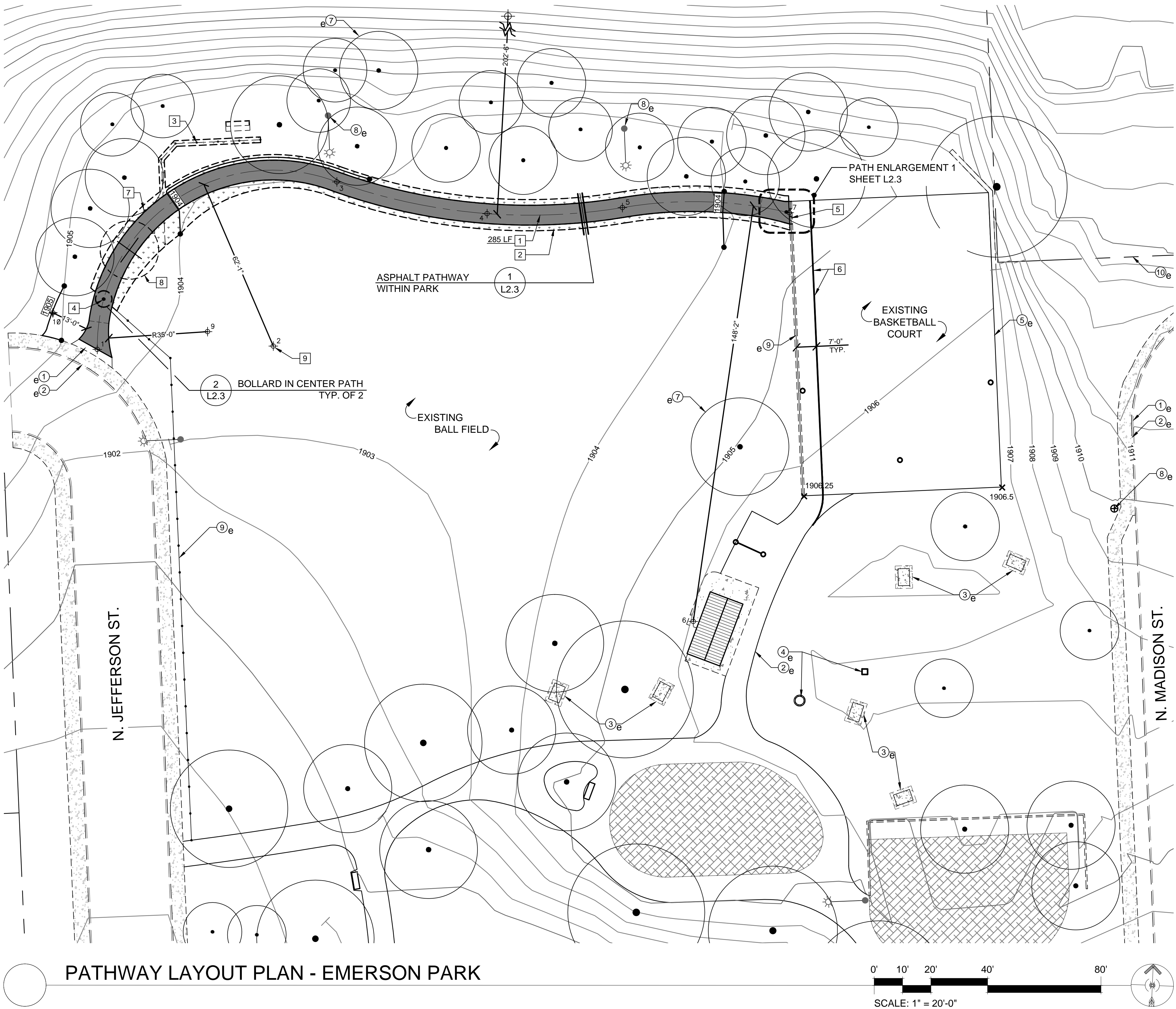
### REVISION

①	③
②	④

SHEET 1 OF 11

L1.1  
LAYOUT PLAN





REFERENCE NOTES

SYMBOL	DESCRIPTION	DETAIL
1	NEW 7' WIDE ASPHALT PATHWAY WITHIN PARK. CL 1/2" HOT MIX ASPHALT, 2" DEPTH. PITCH CROSS-SLOPE DOWNWARD TOWARD LOWEST ADJACENT LANDSCAPE. LONGITUDINAL SLOPE SHALL NOT EXCEED 4.5% (MAX).	1/L2.2
2	TURF REPAIR. SUPPLY & INSTALL 4" DEPTH TYPE 'A' TOPSOIL & NEW SOD LAWN TO REPAIR ALL TURF DAMAGED BY CONSTRUCTION.	
3	DEMO & DISPOSE OF EX. BACKSTOP POSTS, FOOTINGS, FENCE FABRIC, AND CONCRETE MOWCURB. REPAIR WITH 4" DEPTH TYPE 'A' TOPSOIL & NEW TURF SOD.	
4	NEW STEEL BOLLARD. SEE DETAIL	2/L2.2
5	MODIFY EX. FENCE. REMOVE TERMINAL POST, FOOTING MOW CURB AND FABRIC BACK TO NEXT POST. CUT AND REMOVE CHAIN LINK FABRIC BACK TO NEXT POST. INSTALL NEW STRETCHER & CLAMPS & ATTACH TO EXISTING MESH. BEND ALL CUT MESH TO ELIMINATE SHARP ENDS.	
6	NEW STRIPING. 6" WIDE PAINTED TRAFFIC WHITE STRIPE. TWO COATS. PRIOR TO PAINTING ASPHALT, CONTRACTOR TO PRESSURE WASH AND CLEAN ASPHALT TO RECEIVE PAINT.	
7	DEMO EX. BENCH AND CONCRETE PAD. IMPORT STRUCTURAL FILL AS REQ'D TO RAISE GRADE FOR PATHWAY.	
8	DEMO EX. TREE STUMP. TREE TO BE CUT AND REMOVED BY OTHERS. CONTRACTOR SHALL EXCAVATE STUMP & ROOT MASS	
9	LAYOUT COORDINATE POINT, TYP. SEE SHEET L2.3 FOR POINT SCHEDULE.	

EXISTING CONDITIONS & SITE PROTECTION

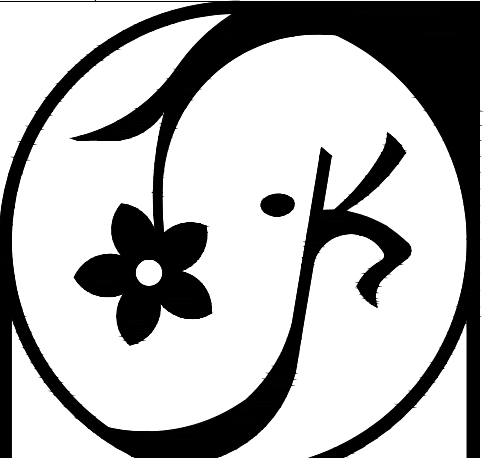
SYMBOL	DESCRIPTION
e1	EXISTING CURB & DRIVEWAY TO REMAIN, PROTECT IN PLACE.
e2	EXISTING WALKWAY TO REMAIN, PROTECT IN PLACE.
e3	EXISTING PICNIC TABLE & CONCRETE PAD TO REMAIN, PROTECT IN PLACE.
e4	EXISTING TRASH RECEPTACLE & BARBEQUE TO REMAIN, PROTECT IN PLACE.
e5	EXISTING BALL FIELD TO REMAIN, PROTECT IN PLACE.
e6	EXISTING BASKETBALL COURT TO REMAIN, PROTECT IN PLACE.
e7	EXISTING TREE TO REMAIN, PROTECT IN PLACE. TYP. SEE TREE PROTECTION NOTES AND DETAIL.
e8	EXISTING UTILITIES. LOCATION APPROXIMATE. PROTECT IN PLACE.
e9	EXISTING FENCE TO REMAIN UNLESS OTHERWISE INDICATED. PROTECT IN PLACE.
e10	PROPERTY BOUNDARY. LOCATION APPROXIMATED. CONTRACTOR TO VERIFY IN FIELD AS REQUIRED.

LAYOUT & BASEMAP NOTES

- NORTHING/EASTING COORDINATES WERE CALCULATED USING WASHINGTON STATE PLANES, NORTH ZONE, US FOOT MAP COORDINATE SYSTEM (HARN/WO.WA-NF)
- SITE FEATURE LOCATIONS AND TOPOGRAPHIC DATA ARE NOT DERIVED FROM AN ENGINEERED SURVEY.
  - LOCATIONS OF ALL SITE FEATURES (CURBS, WALKS, UTILITIES, PROPERTY LINES, FENCES, WALLS, CONTOURS, TREES, ETC.) WERE EXTRAPOLATED FROM G.I.S. DATA, HISTORICAL SURVEY AND AERIAL PHOTOGRAPH. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE CITY OF SPOKANE CANNOT ENSURE ACCURACY.
  - THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING & PROPOSED SITE FEATURES PRIOR TO CONSTRUCTION, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR APPARENT CONFLICTS WITHIN 24 HOURS OF DISCOVERY.
- THE CONTRACTOR SHALL STAKE THE CENTERLINE OF ALL PROPOSED PATHWAYS & SITE FEATURES FOR INSPECTION & APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CLEARING & GRUBBING OR PLACEMENT OF IMPROVEMENTS.
  - THE LANDSCAPE ARCHITECT MAY ALTER THE WALKWAY ALIGNMENT IN THE FIELD PRIOR TO AND DURING CONSTRUCTION.

GRADING & REPAIR NOTES

- NEW PATHWAY SHALL NOT EXCEED 4.5% LONGITUDINAL SLOPE IN ANY LOCATION AND SHALL MAINTAIN A 1.2%-2.0% CROSS-SLOPE IN ALL LOCATIONS.
- ALL IMPORTED FILL BENEATH WALKWAY TO BE CSTC, CDF, OR APPROVED EQUAL.
- COMPACT ALL STRUCTURAL FILL TO 95% REL. DENSITY (MIN).
- IMPORTED FILL OUTSIDE THE EXTENT OF THE PROPOSED WALKWAY SHALL BE APPROVED TYPE 'A' TOPSOIL. DO NOT EXCEED 85% COMPACTION WITHIN LANDSCAPE AREA.
- ALL ORGANIC SPOILS SHALL BE DISPOSED AT APPROPRIATE OFF-SITE FACILITY.
- CONTRACTOR TO REPAIR ALL DAMAGED LANDSCAPE AREA WITH TURF SOD. TAPER FINISH GRADE FROM TOP OF PROPOSED WALKWAY TO ADJACENT LANDSCAPE WITH IMPORTED TOPSOIL. LANDSCAPE ARCHITECT TO APPROVE FINISH GRADING PRIOR TO PLACEMENT OF TURF SOD.
- CONTRACTOR TO REPAIR ALL IRRIGATION IMPACTED BY CONSTRUCTION. RELOCATE EQUIPMENT AT DIRECTION OF LANDSCAPE ARCHITECT.
- CITY OF SPOKANE IRRIGATION TECHNICIAN TO INSPECT IRRIGATION REPAIRS PRIOR TO BACKFILL OF EXPOSED PIPING & EQUIPMENT.



CITY OF  
SPOKANE  
PARKS  
& RECREATION



EMERSON PARK  
1116 W. ALICE AVE. SPOKANE, WA 99205

LAYOUT PLAN

BAR IS ONE INCH ON ORIGINAL  
DRAWING. IF NOT ONE INCH ON  
THIS SHEET, ADJUST SCALES  
ACCORDINGLY

DATE: 2019.01.02

DRAWN BY: MH

CHECKED BY: NAH

PROJECT NO: -

REVISION

1	3
2	4

SHEET 5 OF 11

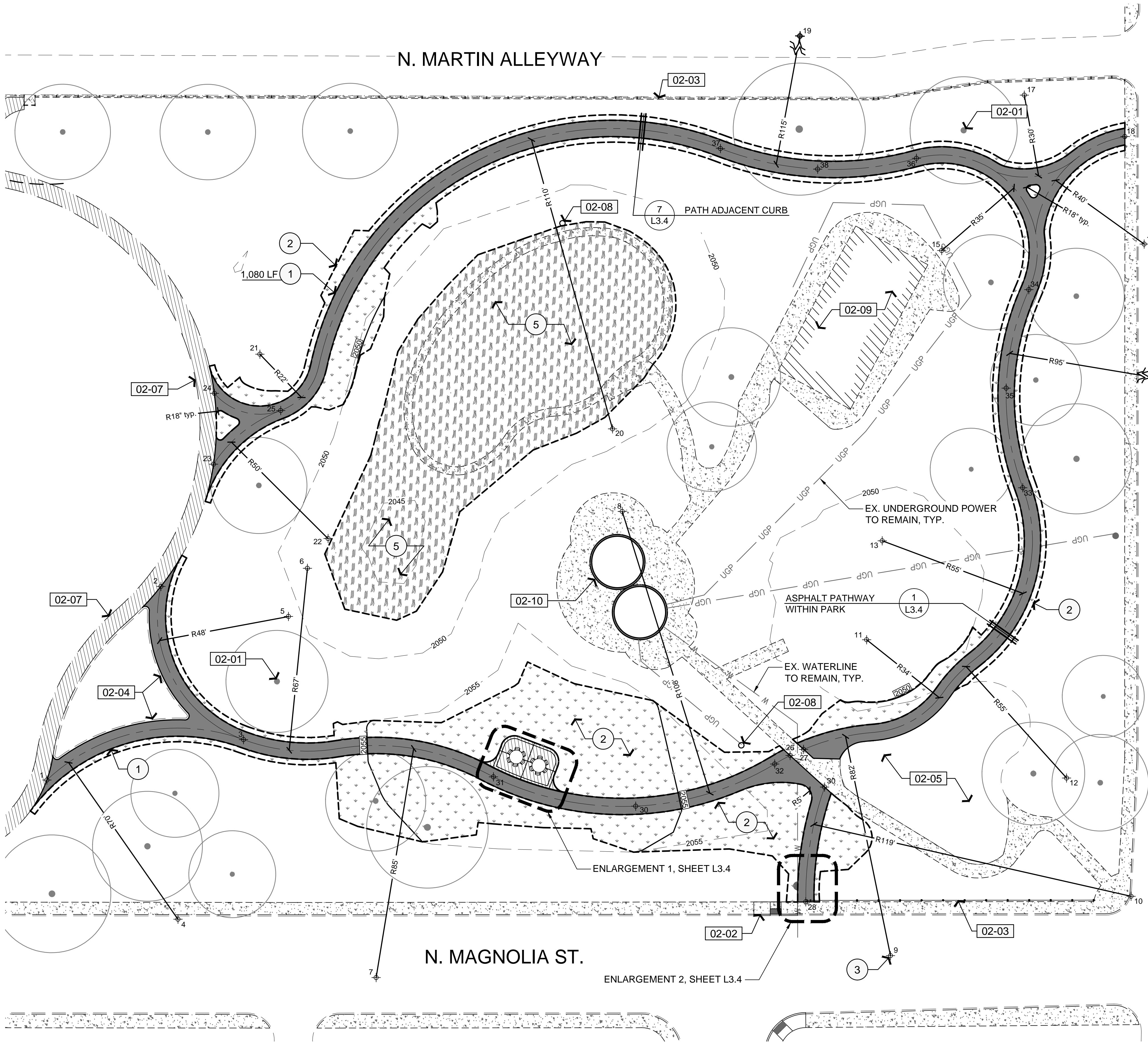
L2.1

LAYOUT PLAN



Know what's below.  
Call before you dig.





E. EVERETT AVE.

## REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
①	NEW ASPHALT PATHWAY WITHIN PARK. CL 1/2" HOT MIX ASPHALT, 2" DEPTH. PITCH CROSS-SLOPE DOWNWARD TOWARD LOWEST ADJACENT LANDSCAPE. LONGITUDINAL SLOPE SHALL NOT EXCEED 4.5% (MAX).	
②	TURF REPAIR. 2' WIDTH BESIDE PATHWAYS ON BOTH SIDES AND ALL LANDSCAPE IMPACTED BY GRADING & CONSTRUCTION ACTIVITY. SUPPLY INSTALL 2" DEPTH TYPE 'A' TOPSOIL & NEW SOD LAWN TO REPAIR ALL TURF DAMAGED BY CONSTRUCTION.	
③	LAYOUT COORDINATE POINT, TYP. SEE SHEET L3.X FOR POINT SCHEDULE.	
④	PROPOSED CONTOUR, 1' INTERVAL, TYP.	
⑤	LANDSCAPE FILL AREA. PLACE EXCESS SOIL FROM PATHWAY GRADING (±370 CY) IN THIS LOCATION DIRECTLY ATOP EXISTING SURFACES (TURF/PEA GRAVEL/CONCRETE) AND COMPACT SOILS TO 85% REL. DENSITY. FILL DEPTH VARIES FROM 0.3' - 2.0' IN DEPTH. FINISH SURFACE TO BE LEVEL. APPLY TURF HYDROSEED ATOP ALL EXPOSED SOILS & ADJUST IRRIGATION TO COVER AREA.	

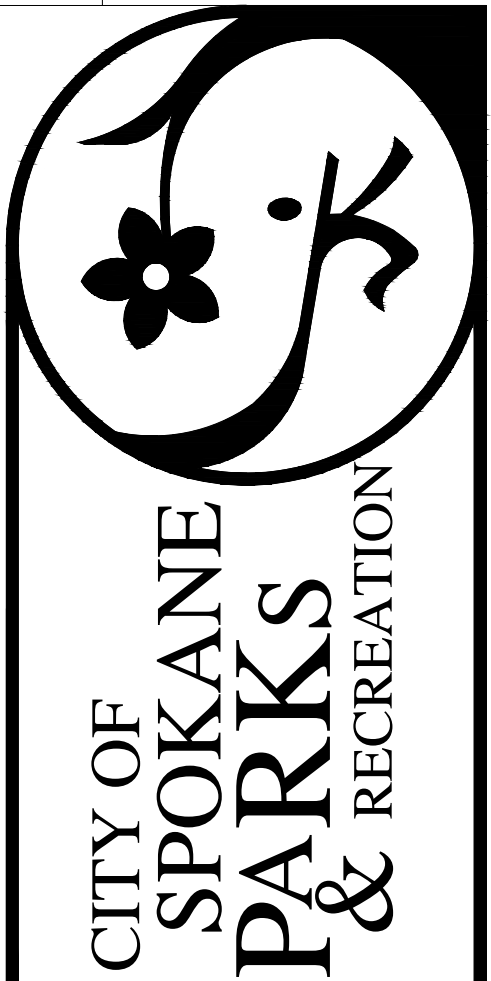
SYMBOL	DESCRIPTION	DETAIL
02-01	EXISTING TREE, PROTECT IN PLACE. SEE NOTES ON SHEET L3.X	
02-02	EXISTING ADA RAMP & SIDEWALK, PROTECT IN PLACE. TYP.	
02-03	EXISTING FENCING TO REMAIN, PROTECT IN PLACE.	
02-04	EXISTING CURB TO REMAIN, PROTECT IN PLACE.	
02-05	EXISTING PLAYGROUND TO REMAIN, PROTECT IN PLACE.	
02-07	EXISTING ASPHALT PATHWAY TO REMAIN, PROTCT IN PLACE.	
02-08	EXISTING. LIGHT POLE TO REMAIN. PROTECT IN PLACE.	
02-09	EX. SPORT COURT TO REMAIN. PROTECT IN PLAC	
02-10	EX. RESTROOM BUILDING TO REMAIN, PROTECT IN PLACE.	
02-11	EXISTING CONTOUR, 1' INTERVAL, TYP.	

## NOTES

- ALL IMPORTED FILL BENEATH WALKWAY TO BE CSTC, CDF, OR APPROVED EQUAL.
- IMPORTED FILL OUTSIDE THE EXTENT OF THE PROPOSED WALKWAY SHALL BE APPROVED TYPE 'A' TOPSOIL. DO NOT EXCEED 85% COMPACTION WITHIN LANDSCAPE AREA.
- ALL ORGANIC SPOILS SHALL BE DISPOSED AT APPROPRIATE OFF-SITE FACILITY.
- TAPER FINISH GRADE FROM TOP OF PROPOSED WALKWAY TO ADJACENT LANDSCAPE WITH IMPORTED TOPSOIL. LANDSCAPE ARCHITECT TO APPROVE FINISH GRADING PRIOR TO PLACEMENT OF TURF SOD.
- CONTRACTOR TO REPAIR ALL DAMAGED LANDSCAPE AREA WITH TURF SOD.
- CONTRACTOR TO REPAIR ALL IRRIGATION IMPACTED BY CONSTRUCTION. RELOCATE EQUIPMENT AT DIRECTION OF LANDSCAPE ARCHITECT.
- CITY OF SPOKANE IRRIGATION TECHNICIAN TO INSPECT IRRIGATION REPAIRS PRIOR TO BACKFILL OF EXPOSED PIPING & EQUIPMENT.

## LAYOUT & BASEMAP NOTES

- NORTHING/EASTING COORDINATES WERE CALCULATED USING WASHINGTON STATE PLANES, NORTH ZONE, US FOOT MAP COORDINATE SYSTEM (HARN/VO.WA-NF)
- SITE FEATURE LOCATIONS AND TOPOGRAPHIC DATA ARE NOT DERIVED FROM AN ENGINEERED SURVEY.
  - LOCATIONS OF ALL SITE FEATURES (CURBS, WALKS, UTILITIES, PROPERTY LINES, FENCES, WALLS, CONTOURS, TREES, ETC.) WERE EXTRAPOLATED FROM G.I.S. DATA, HISTORICAL SURVEY AND AERIAL PHOTOGRAPH. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE CITY OF SPOKANE CANNOT ENSURE ACCURACY.
  - THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING & PROPOSED SITE FEATURES PRIOR TO CONSTRUCTION, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR APPARENT CONFLICTS WITHIN 24 HOURS OF DISCOVERY.
- THE CONTRACTOR SHALL STAKE THE CENTERLINE OF ALL PROPOSED PATHWAYS & SITE FEATURES FOR INSPECTION & APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CLEARING & GRUBBING OR GRUBBING OR PLACEMENT OF IMPROVEMENTS.
  - THE LANDSCAPE ARCHITECT MAY ALTER THE WALKWAY ALIGNMENT IN THE FIELD PRIOR TO AND DURING CONSTRUCTION.



ROCHESTER HEIGHTS PARK

1801 E. EVERETT AVENUE.

LAYOUT & SITE PLAN

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DATE: 2019.02.01  
DRAWN BY: MH  
CHECKED BY: NAH  
PROJECT NO: -

## REVISION

①	③
②	④

SHEET 8 OF 11

L3.1  
LAYOUT PLAN

PATHWAY LAYOUT & SITE PLAN

0' 10' 20' 40' 80'  
SCALE: 1" = 20'-0"









03.29.2019

2019 ASPHALT PARK PATHWAYS						
CONTRACTOR	SCHEDULE 1 (Base bid)	ALTERNATE 1 (rochester slab)	ALTERNATE 2 Irrigation Sleeve	tax on alternates (8.9%)	TOTAL BID	
BACON CONCRETE, INC.	\$ 173,430.00	\$ 3,600.00	\$ 395.16	\$ 355.57	\$	<b>177,870.00</b>
ERRG	\$ 179,139.00	\$ 5,619.00	\$ 1,322.63	\$ 617.80	\$	<b>194,000.00</b>
FOUR SEASONS SERVICES, INC.	\$ 205,500.00	\$ 7,550.00	\$ 983.45	\$ 759.48	\$	<b>216,550.00</b>
WESSLEN CONSTRUCTION, INC.	\$ 248,610.00	\$ 4,830.00	\$ 493.95	\$ 473.83	\$	<b>254,160.00</b>
GRANITE PETROLEUM, INC.	\$ 314,864.00	\$ 4,202.00	\$ 718.23	\$ 437.90	\$	<b>322,934.00</b>

Recommend contracting with apparent low bidder, Bacon Concrete, Inc.  
for the base bid improvements totaling \$173,430.00 including tax.





## PIP Color Chart

### EPDM Color Options Standard Size 1-4mm



### TPV Color Options Standard Size 1-4mm



### TPV Color Options Premium Size 0.5-1.5mm



\*Requires aliphatic binder

Colors are approximate and may vary by region

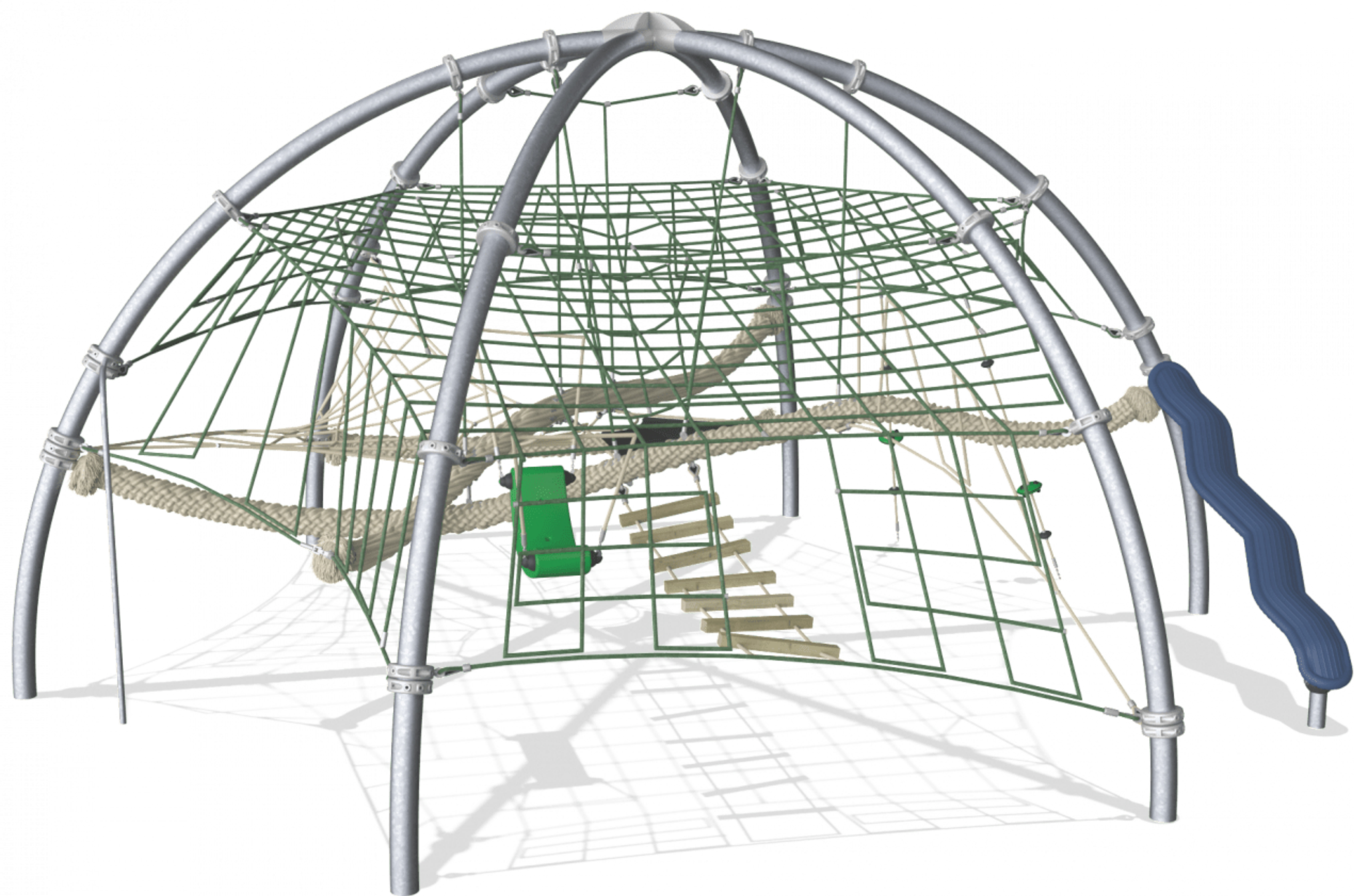
gtimpax.com

gtimpax@gametime.com 800.235.244

## DUTCH JAKE'S PARK - POURED IN PLACE SURFACING COLOR OPTIONS

JANUARY 18, 2019











# NRO891232

In-Ground Footings  
2014 CUSTOM





# NRO894502

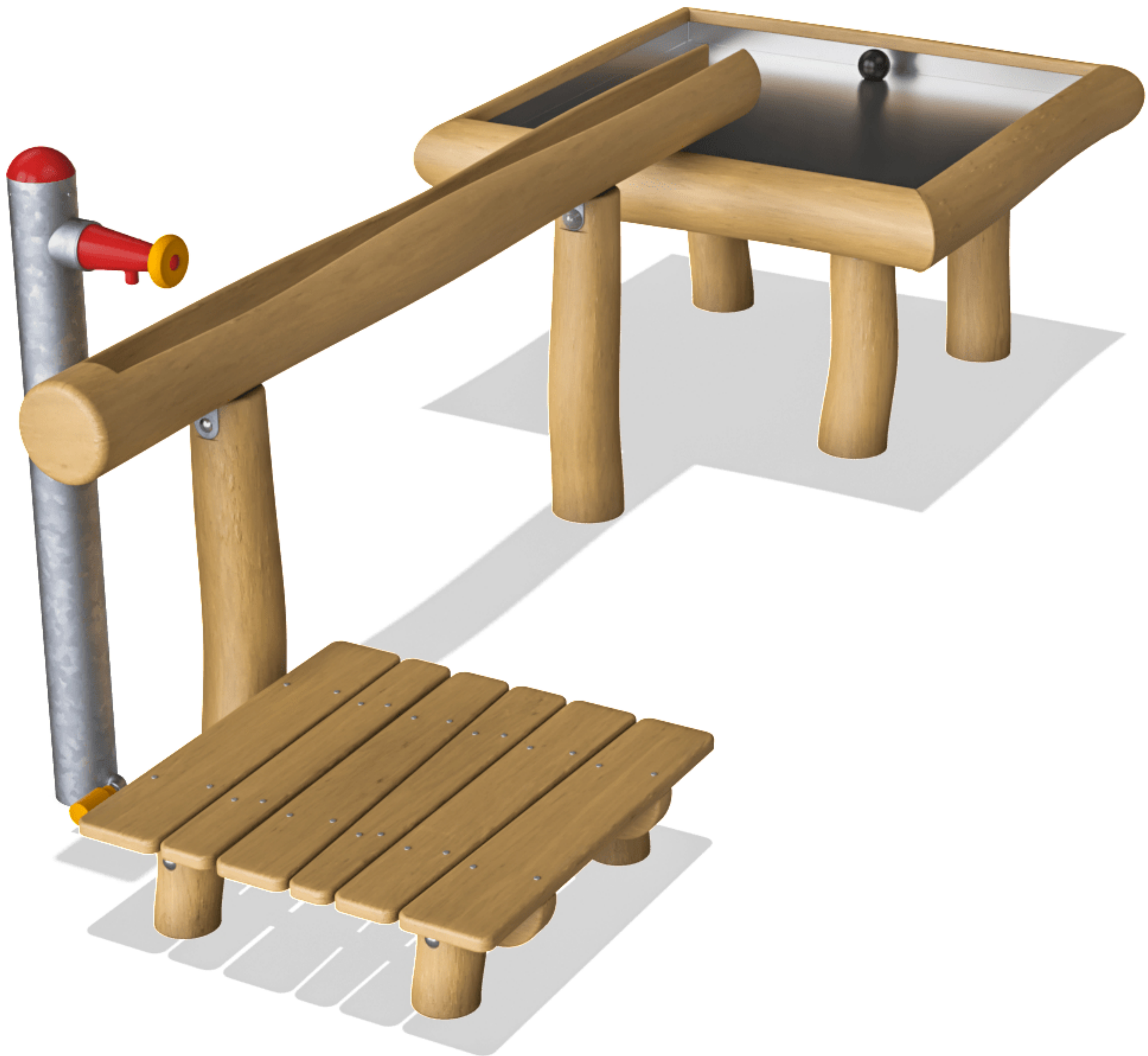
In-Ground Footings  
2018 CUSTOM















# SALES PROPOSAL



KOMPAN, INC. \* 605 W Howard Lane Ste 101, Austin, TX 78753 \* Tel 1-888-579-8223 \* Fax 1-888-579-8224 \* www.kompan.com



**Date** 03/26/19  
**Expiration Date**  
**Proposal No.** SP62233  
**Project** Dutch Jake's Park  
**Ship to State/Zip** WA 99202  
**Customer Service Representative** Julia Gonzalez  
**Sales Representative** Ken Dobyns  
**Payment Terms** DEP25%&N30

**Site Location:** C017070

Dutch Jake's Park  
 Nick Hamad  
 701 N Chestnut St.  
 Spokane, 99201  
 United States

**Invoice-to:** 34823

City of Spokane  
 Parks & Rec Dept.  
 808 W. Spokane Falls Boulevard  
 Seventh Floor-City Hall  
 Spokane, WA 99201  
 United States

**Ship-to:**

City of Spokane  
 Parks and Rec  
 2304 E Mallon  
 Spokane, WA 99202  
 United States  
 Nick Hamad

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		U.S. Communities Contract #2017001135				
1	COR863002-0403	EXPLORER DOME US GREEN IG	63,400.00	63,400.00	10.00	57,060.00
1	ELE400065-3717G	TIPI CAROUSEL WITH TOP BRACE Grey, IG	4,300.00	4,300.00	10.00	3,870.00
1	NRO508-0601	ANGLED WATER MIGRANT WITH Natural, IG	5,750.00	5,750.00	10.00	5,175.00
1	NRO-CUSTOM	NRO-CUSTOM Variant 894502 Custom, Tower w/Double slide	9,850.00	9,850.00	10.00	8,865.00
1	NRO911-1101	BIRD'S NEST SWING O100 Natural, IG	4,450.00	4,450.00	10.00	4,005.00
1	NRO-CUSTOM	NRO-CUSTOM variant #894854 Custom Parkour w/waterlillies	7,210.00	7,210.00	10.00	6,489.00
1	ROBSERV	Robinia Service Program				

Continued on page 2.....

85,464.00



Continued from page 1.....					85,464.00
1	FRT-TX	Freight Austin TX	7,771.25	7,771.25	7,771.25
<b>Total</b>					<b>93,235.25</b>

**Comments:**

Please allow 11-13 weeks for product delivery upon order placement.  
Please read attached General Assumptions and Exclusion document for information on install/sitework.

**Summary:**

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	94,960.00	9,496.00	85,464.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	0.00	0.00	0.00
Subtotal - Installation & Other Services	0.00	0.00	0.00
Subtotal - Freight	7,771.25	0.00	7,771.25
<b>Subtotal</b>	<b>102,731.25</b>	<b>9,496.00</b>	<b>93,235.25</b>

Estimated Tax Rate	8.8%	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)	8,204.70
<b>Total</b>			<b>101,439.95</b>

<p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.</p> <p>This proposal may be withdrawn if not accepted by 05/24/19.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p>	<p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p>
--	---





2019.04.03

## PLAY EQUIPMENT PURCHASE | DUTCH JAKE'S PARK RENOVATION

### INTENT

Purchase up to (6) new pieces of playground equipment for the Dutch Jake's Park Renovation project from 'Kompan' using U.S. Communities Government Purchasing Alliance contract up to a maximum cost of \$101,533.19. Specific equipment listed below:

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED COST</u>
KOMPAN Products	1.0	\$ 85,464.00	\$ 85,464.00
Freight	1.0	\$ 7,771.25	\$ 7,771.25
Sales tax (8.9%)			\$ 8,297.94
<b>Total Purchase Price:</b>			<b>\$ 101,533.19</b>



City Clerk's No. \_\_\_\_\_

**City of Spokane Parks Department****CONCERT PRODUCTION AND  
BOOKING SERVICES AGREEMENT**

This Concert Production and Booking Services Agreement ("Agreement") is made and entered into by and between the **City of Spokane Parks Department** ("City"), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 ("AEG"), for AEG to be the exclusive provider of concert production and booking services for the live music venue at the development currently known as the U.S. Pavilion at the Riverfront Park, owned by City and located at 507 N. Howard Street, Spokane, WA 99201 (the "Venue"), which will have an approximate sellable capacity of 4,000. (Final capacity will be determined by the Spokane Fire Marshal upon final certificate of occupancy inspection.) City and AEG are each a "Party" and sometimes referred to herein collectively as the "Parties."

*WHEREAS, AEG was selected by City for this Agreement pursuant to RFP #4462-18 issued by City.*

*NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and AEG mutually agree as follows:*

**1. EXCLUSIVITY; CONCERT PRODUCTION AND BOOKING SERVICES.**

During the Term (as defined below), AEG shall be the exclusive booking agent, producer and promoter for live concerts and any other events, public or private, in which the live performance of music and/or comedy by a nationally recognized or regional drawing act is a primary featured element at the Venue (including but not limited to radio shows, live televised shows, or other similar live events broadcast from the Venue, etc.) (each a "Music Event" and collectively, the "Music Events"), except that City shall be permitted to produce and promote the Excluded City Events (as defined in Section 2 below), which Excluded City Events shall be deemed City Events, not Music Events, under this Agreement. In connection therewith, AEG may, at its sole option and in its sole discretion, co-promote Music Events with third parties of its choice. City may only book Music Events at the Venue subject to the prior approval of AEG (which approval may be granted or withheld in AEG's sole discretion).

Additionally, during the Term, the Venue shall be AEG's exclusive 4,000-5,000 capacity venue in Spokane, WA.

AEG shall use commercially reasonable efforts to book at least thirty (30) Music Events (inclusive of AEG co-promoted Music Events) throughout the first three (3) full calendar years of the



Initial Term (as defined in Section 3 below) of this Agreement. AEG's targeted minimum number of Music Events (each, individually, a "Target Minimum" and collectively, the "Target Minimums") for each year of the first three (3) full calendar years of the Initial Term are as follows:

- For the 2020 calendar year: Eight (8) Music Events
- For the 2021 calendar year: Ten (10) Music Events
- For the 2022 calendar year: Twelve (12) Music Events

City acknowledges that this Agreement does not constitute an agreement to book, produce, promote or arrange any specific Music Event or any specific number of Music Events at the Venue and that all bookings are subject to scheduling, logistics and artist preference.

Notwithstanding the foregoing, City shall have the right to book both public and private, non-Music Event rentals at the Venue ("City Events") at its own cost, expense and liability, and to retain all revenue therefrom, subject to availability; provided, that (a) such City Events do not interfere with AEG's use of the Venue for Music Events (in accordance with the terms of this Agreement); and (b) City does not use any Third Party Promoter (as defined below) for such events. City Events may include, but not be limited to: community events with local performers, events with educational institutions, weddings, family reunions, yoga and other fitness-related events, beer festivals, religious events, and collaborations with City partners. If any City Event involves the booking of music or comedy performers, City shall give AEG a right of first refusal to provide the booking services (for a separate fee) for such City Event.

City shall not permit any other person, firm, corporation or other entity ("Third Party Promoter") to book, schedule, produce, promote or present any Music Event at the Venue without AEG's prior written consent (which consent may be granted or withheld in AEG's sole discretion), excluding City Events, which shall be subject to the foregoing paragraph. Notwithstanding the foregoing, in the event that a Third Party Promoter requests to promote, produce or present a Music Event at the Venue and AEG consents, AEG shall have the right (exercisable in AEG's sole discretion) to co-promote such Music Event on a basis equal to that of City, or if City is not a co-promoter, equal to that of the Third Party Promoter. Likewise, AEG may choose not to participate in such a proposed event, and in such case, the event will not be subject to the terms of this Agreement.

## **2. BOOKING PROCEDURE; CITY BLACKOUT DATES; EXCLUDED CITY EVENTS.**

Booking Procedure: The parties agree to the following booking procedure for events at the Venue:

- City shall have the right to book City Events during any date falling between October 1 and April 30 during the Term; provided that on September 1 of each year, City shall open the calendar for the Venue so that AEG may place holds and otherwise book Music Events on dates between October 1 of that year and April 30 of the next year, which dates do not otherwise have a confirmed booking at the time of AEG's booking. If AEG desires to make a booking for a date between October 1 and April 30 prior to September 1, such booking shall require the consent of City.
- Except for the Blackout Dates described below, AEG shall have the right to book Music Events during any date falling between May 1 and September 30 during the Term; provided that on April 1 of each year, City shall be permitted to submit and challenge dates



between May 1 and September 30 of that same year in order to book City Events and AEG agrees to respond to any challenged dates within seventy-two (72) hours of notice. If City desires to make a booking for a date (other than the Blackout Dates) between May 1 and September 30 prior to April 1, such booking shall require the consent of AEG.

**Blackout Dates:** City shall have the right to produce, promote and present the following four (4) annual City Events at the Venue during each year of the Term, which events shall take place on up to thirteen (13) total dates to be mutually agreed upon by the parties (the "Blackout Dates") each year of the Term; provided that City must give AEG advanced notice of all proposed Blackout Dates for each year of the Term on or before November 1 of the prior year:

- Pig Out in the Park, which is held over a six (6) day period including Labor Day weekend each year. The event includes live music performances, food and market vendors (e.g. arts, crafts).
- Powwow, which is held over a three (3) day period during the third weekend in August each year. Powwow is an annual gathering of Spokane tribes to celebrate Native American heritage and includes dancing and singing competitions and market vendors (e.g. food, arts and craft).
- Hoopfest, which is held over a three (3) day period over the last weekend in June each year. Hoopfest includes multiple 3-on-3 basketball tournaments, food and beverage vendors, and other basketball/sports centric activities and promotions.
- Pride, which is a national one (1) day celebration typically held on the second Saturday in June.

**Excluded City Events:** The following events shall be the "Excluded City Events" (which shall be considered City Events, not Music Events, for the purposes of this Agreement) as long as they contain only such live performance of music and/or comedy elements as are specifically described in this Agreement for such Excluded City Events:

- each of the City Events held on the Blackout Dates, as described above; and
- a to-be-named film series event, similar to Film on the Rocks at Red Rocks, which includes a performance by a single small local band, which will be scheduled in accordance with the Booking Procedure described above.

If City desires to add live performance of music and/or comedy elements (that are not described in this Agreement) to any of the Excluded City Events, City shall request approval from AEG and shall give AEG a right of first refusal to provide the booking services (for a separate fee) for such elements.

### **3. TERM OF AGREEMENT; OPTIONS.**

Subject to either Party's rights to terminate this Agreement in accordance with the terms set forth herein, the term of this Agreement shall commence as of the date of the last signature set forth on the signature pages below and shall continue until and through December 31, 2022 (the "Initial Term"). Upon conclusion of the Initial Term, AEG may extend the term of this Agreement for an additional two (2) calendar years, subject to the approval of City (the "Option" and such additional time period, the "Option Period"), on the same terms and conditions as set forth herein (except that there shall be no specific Target Minimums for any year of the Option Period). The Initial Term and the Option Period (if any) are herein referred to collectively as the "Term." AEG may exercise the Option by giving City written notice of exercise no later than the end of the Initial Term.



#### **4. COMPENSATION / PAYMENT.**

As full and complete consideration for the rights granted herein, AEG will pay to City, for each year of the Term, an annual facility rental fee (the "Facility Rental Fee"), which shall be calculated as follows:

- For the portion of the 2019 calendar year included in the Term: \$2 per ticket sold to each Music Event held at the Venue during the 2019 calendar year (provided that, for the purposes of this Section 4, the Venue's grand opening shall not be included as a Music Event).
- For each calendar year of the Term thereafter: the greater of (a) \$2 per ticket sold to each Music Event held at the Venue during such calendar year or (b) \$80,000 (regardless of the number of shows).

Notwithstanding the foregoing, the parties agree that if the Venue is not built and ready for use as contemplated by this Agreement on or before January 1, 2020, the annual Facility Rental Fee for the 2020 calendar year shall be calculated as \$2 per ticket sold to each Music Event held at the Venue during the 2020 calendar year (i.e., subsection (b) of the calculation shall not apply). Further, if the Venue is not built and ready for use as contemplated by this Agreement by January 1 of any subsequent year of the Term, the annual Facility Rental Fee for such subsequent calendar year shall also be calculated as \$2 per ticket sold to each Music Event held at the Venue during such calendar year (i.e., subsection (b) of the calculation shall not apply).

Payment of the annual Facility Rental Fee will be made by AEG to City in quarterly payments throughout the Term, with the last payment for each calendar year made within thirty (30) days after the last Music Event for that calendar year. Beginning in 2020, the first three payments for each year of the Term will each be in the amount of Twenty Thousand Dollars (\$20,000) and the fourth payment will be either in the amount of Twenty Thousand Dollars (\$20,000) or such greater amount as may be due pursuant to the calculation of the total Facility Rental Fee for that year as described above.

#### **5. FOOD AND BEVERAGE REVENUE.**

City shall engage, at City's cost and expense, a third-party concessionaire (the "Concessionaire") to conduct the food and beverage concessions at the Venue. City shall consult with AEG and reasonably cooperate with AEG regarding the selection of the Concessionaire, the agreement with the Concessionaire, and the placement of the concession locations at the Venue, and shall appoint an AEG representative to the Concessionaire RFP selection committee for the Venue. AEG shall assist City with procuring the Concessionaire through the AEG representative appointed to the Concessionaire RFP selection committee.

As between the Parties, City shall be entitled to 80% and AEG shall be entitled to 20% of the gross amount due to City from the Concessionaire with respect to the food and beverage concessions at the Venue during each Music Event ("F&B Revenue"); provided that if AEG exceeds the Target Minimum number of Music Events for the particular year, AEG shall be entitled to the following adjusted percentage of the F&B Revenue for the number of Music Events in excess of the Target Minimum for that year and AEG shall be permitted to select which Music Events in that year shall be subject to the adjusted percentage:

- For the 2020 calendar year: 30% (if AEG exceeds eight (8) Music Events)
- For the 2021 calendar year: 35% (if AEG exceeds ten (10) Music Events)



- For the 2022 calendar year: 40% (if AEG exceeds twelve (12) Music Events)

During the 2023 calendar year and during the Option Period, if any, AEG shall be entitled to 20% of the F&B Revenue; provided that if AEG books, produces and/or promotes more than twelve (12) Music Events in any particular year, AEG shall be entitled to 40% of the F&B Revenue for the number of Music Events in excess of twelve (12) and AEG shall be permitted to select which Music Events in that year shall be subject to the increased percentage.

For the avoidance of doubt, by way of example, if AEG produces eight (8) or fewer Music Events in 2020, AEG will receive 20% of the F&B Revenue for each of the eight (8) Music Events. However, if AEG produces ten (10) Music Events in 2020, AEG will receive 20% of the F&B Revenue for eight (8) of the Music Events and 30% for two (2) of the Music Events, and AEG shall be permitted to select the two (2) Music Events to which the 30% rate applies.

If AEG chooses to use the Concessionaire for any backstage catering (e.g., feeding artists, AEG staff, etc.) at any Music Event, the Concessionaire's services shall be provided at cost (i.e., at the same cost as is charged to City by Concessionaire) plus ten percent (10%). If AEG chooses to use the Concessionaire for any private event catering at any Music Event (e.g., if a private party occurs at or in connection with a Music Event), the Concessionaire's services shall be provided at cost plus ten percent (10%). If AEG chooses to use a different concessionaire for either of the purposes described in this paragraph, AEG shall pay a ten percent (10%) service charge for doing so.

AEG shall notify City in advance of the applicable Music Event if AEG wishes to provide catered food for any of its patrons, Artists, guests, or employees at the Music Event. Food and non-alcoholic beverage catering services to be used by AEG in connection therewith should not interfere with Venue's concessions.

In compliance with Washington laws relating to the sale and distribution of alcoholic beverages, only the Venue's Concessionaire may order or serve alcoholic beverages at the Venue.

## **6. SPONSORSHIP REVENUE; COMMISSION.**

City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue (provided, that no such sponsorship secured by AEG shall permanently rename the Venue (i.e., naming rights sponsor)), subject to the prior written approval of the other Party as to both sponsor and the terms of such sponsorship. Each Party shall be entitled to a twenty percent (20%) commission payable directly to itself on any cash sponsorship fees ("Sponsorship Fees") secured through or as a direct result of its efforts ("Commission"), which Commission amount shall not be included as Adjusted Gross Revenue. The remainder of the Sponsorship Fee, less any costs associated with securing the sponsorship and/or the sponsorship activation, shall be shared equally by the Parties (i.e., City shall receive 50% and AEG shall receive 50%). No Commission is payable on any in-kind sponsorship fees. City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.

## **7. MUSIC EVENT REVENUE AND COSTS.**

AEG shall bear 100% of any Event Losses and shall be entitled to 100% of any Event Profits.



“Event Losses” shall mean for each Music Event, when there is insufficient Adjusted Gross Revenues to pay the full amount of the Approved Event Costs.

“Event Profits” shall mean for each Music Event, when Adjusted Gross Revenues exceed the full amount of the Approved Event Costs.

“Adjusted Gross Revenues” shall mean all revenues from each Music Event received by the Parties including without limitation all ticket sales receipts, ticket rebates, any facility fees, revenue from VIP services, promoter profit, Sponsorship Fees (as defined above), and any commission or other share of revenues from Artist (as defined below) merchandise sales not belonging to the Artist and Music Event merchandise sales, net of any and all applicable sales taxes and/or commissions.

“Approved Event Costs” shall mean all expenses incurred for each Music Event. All other expenses incurred by City must be approved in advance and in writing by AEG. All expenses charged to a Music Event by either Party shall be the actual out-of-pocket costs incurred by such Party and shall not include any mark-up or surcharge. Approved Event Costs shall not include either party’s general administration or overhead costs.

## **8. EVENT SETTLEMENT.**

The Parties agree to settle Music Events on an event-by-event basis. The night of each Music Event, AEG and City shall prepare an accounting and reconciliation of the event. The Parties will make available to each other copies of financial information reasonably necessary to verify such settlement. Any outstanding payments due between the Parties shall be made on a monthly basis during the Term. In the event that a payment from City is not made when due then AEG may suspend its obligations hereunder, recoup 100% of profits from future Music Events up to the amount of such payment and/or take any other actions to recoup such money in its sole discretion.

## **9. AEG OBLIGATIONS.**

In addition to any other responsibilities set forth in this Agreement, AEG shall be solely responsible for the following related to the Music Events:

### Artist Agreements:

- Identifying, selecting, negotiating with and securing by contract each performer or attraction (each, an “Artist”) that is the subject of a Music Event (“Artist Agreement”). City shall have no approval right financial or otherwise over the Artists.
- Paying all deposits to, and settling with, Artists.
- Paying all ASCAP, GMR, BMI & SESAC royalties related to the Artist performances.
- Managing the sale of Artist merchandise either by the Artist or AEG on behalf of the Artist.

### Marketing:

- Acting as lead on all marketing efforts for each Music Event. (The marketing plan may include digital, television, radio, print and other campaigns, and may include, at AEG’s discretion, cross-promotion with other AEG-affiliated venues.)
- Coordinating with City on all advertisements, promotions and e-mail marketing related to each Music Event.
- Coordinating with City on all social media for each Music Event.



- Coordinating with Artist on all marketing related to each Music Event.

#### Music Events:

- Providing the personnel necessary to produce the Music Events, including ticket takers, ushers, hospitality, stagehands and stage manager(s), wardrobe personnel, sound and light technicians, forklift operators, and any other laborers required to stage the Music Event.
- Providing security for the Events (except that in no event shall AEG be responsible for alcohol enforcement security, which shall be the responsibility of the Concessionaire and shall be paid for by the Concessionaire, or basic Venue security, which is a City obligation). City shall be responsible for ensuring that the Concessionaire agrees to provide, and pay for, the alcohol enforcement security for the Music Events. Whether AEG opts to use the City's contracted security provider or not, Music Event security (but not alcohol enforcement security) shall be an Approved Event Cost.
- Coordinating with City on Music Event show times including doors, start time, intermissions, dB restrictions and curfews as defined by Spokane Municipal code and City noise ordinance.
- Managing Music Event load-in and load-out and day-of coordination.
- On an event-by-event basis, work with City to mutually determine any City staffing required for the Music Event.

#### Other Obligations:

- Managing the booking calendar, including holds and confirmations, for the Venue.
- Organize, attend and lead event planning meetings (including with the City) in advance of each Music Event.
- Coordinate with City regarding the utility services (electrical, telecommunications, AV), rigging, staging, lifts, and catering needs for the Venue and each Music Event.
- Create an annual operations plan for the season at the Venue ("Season Operations Plan"), which Season Operations Plan will include a list of the anticipated Music Events for the applicable season, the expected capacity for the Music Events, the anticipated load-in and load-out dates for the Music Events, the spaces at the Venue to be used for the Music Events, the expected deliveries for the Music Events, the expected security, concessions and staffing requirements for the Music Events, and other basic anticipated Venue needs for the season. AEG will coordinate with City in the creation of the Season Operations Plan to ensure that City can fulfill any City obligations in the Season Operations Plan. The Season Operations Plan will be delivered to City on or before March 1 of each year of the Term and shall be subject to City's reasonable approval.
- Create a show event plan ("Show Event Plan"), to be delivered to City at least one week in advance of the applicable Music Event, which Show Event Plan will include the show run of events. AEG will coordinate with City in the creation of the Show Event Plan to ensure that City can fulfill any City obligations in the Show Event Plan (either directly or through third parties). Any changes to the Show Event Plan will be communicated to the City as soon as reasonably practicable.
- Create an annual production rider for the Music Events for the season at the Venue ("Production Rider"), to be delivered to City on or before March 1 of each year of the Term. The Production Rider will include a description of the utility services (electrical, communication, AV, etc.), rigging requirements, staging needs, lifts, backstage catering, and technical rider required for the Music Events.



- Designing, developing and maintaining the Venue's website in accordance with any reasonable brand standards provided by City to AEG. The domain for the website will be secured by the City and the City shall own all rights thereto.
- Perform all other obligations customarily performed by an event promoter in connection with each Music Event.
- Reserve twenty-six (26) complementary house tickets for City for each Music Event.
- Reasonably collaborate with City (and local law enforcement, fire department and medical providers) so that City may create a comprehensive emergency response and management plan for the Venue, including fire-safety. (Such collaboration may require certain AEG staff to attend emergency preparation trainings and drills organized by the City).

## 10. CITY OBLIGATIONS.

In addition to any other responsibilities set forth in this Agreement, City shall be solely responsible for the following related to the Music Events:

### Venue Operations:

- Providing a first-class venue, including Venue lighting systems, adequate bathrooms and backstage facilities in a condition safe and suitable for the presentation of Music Events.
- Making available at no additional cost to AEG (or an AEG-designated third party) for the Music Events, including during set up and take-down of the Music Events, the following production equipment:
  - A 40x40 stage (minimum)
  - A Warehouse style forklift (5,000 lb. capacity)
  - 15-30 one-meter cable trays for running heavy cables in high traffic areas
  - 80' of MOJO-style barricade or other mutually-agreed upon stage barrier (City will rent this as needed)
  - Certain bike racks (maximum number to be agreed upon by the Parties) and covering for the provided bike racks
  - A small inventory of 6' portable tables and folding chairs (maximum number of each to be agreed upon by the Parties)
  - Approximately 100' of black event pipe and drape (in 8' sections)
  - Onsite access to gigabit speed internet
  - Access to two 400-amp and one 200-amp, three phase services within close proximity to stage
  - 12- 6' tables and folding chairs for show production
  - Trash and recycling receptacles for the Venue
  - Furniture for the dressing rooms at the Venue
- Maintaining, repairing and keeping up the Venue, the City-provided production equipment, and related systems (electric, plumbing, fire safety and suppression, stage, barricade, etc.) in a condition safe and suitable for the presentation of Music Events.
- Providing professional, high speed internet for the Music Events, sufficient to be used by AEG, backstage, the offices, the artists, and the concessionaire.
- Giving AEG access to and permission to use the additional non-shaded space (the "Additional Space") at the Venue, including corridors for ingress and egress as outlined in Exhibit B at no additional cost to AEG; provided, that City reserves the right to control all City administrative offices, concession locations and other shaded designated spaces in and around such Additional Space.
- Providing office space with telephone lines and a settlement office to AEG during the



Music Events, including during set up and take-down of the Music Events.

- Parking and traffic management.
- Conducting snow removal and surface treatment for the Venue and surrounding areas (including without limitation parking lots, sidewalks, seating areas).
- Cleaning the Venue after each Event.
- Contracting for ticketing at the Venue with a ticketing provider.
- Providing (at no additional cost) reasonable on-site parking for AEG's personnel, the Artist(s) for each Music Event and any support personnel as Venue post-construction layout allows.
- Making available at no cost to AEG (or an AEG-designated third party) for the Music Events, including during set up and take-down of the Music Events, adequate spaces at the Venue, which spaces shall be located near the Venue's points of entry/exit, for temporary merchandise sales locations. The parties shall mutually agree on the exact location, size and other details of such spaces.
- Obtaining and maintaining all required permits and approvals, including without limitation any local use permits for the Music Events and/or any sound/noise permits, the costs of which shall be Approved Event Costs if and to the extent that such permits or approvals relate solely to one or more Music Events, but shall not be Approved Event Costs to the extent they relate to the Venue generally.
- Make available at no cost to AEG and the Venue's Concessionaire for the Music Events, including during set up and take-down of the Music Events, all of the food and beverage concessions facilities located in and around the Venue.
- Performing all other obligations customarily performed by an operator in connection with a Venue putting on Music Events.

#### Marketing:

- Coordinating with AEG on all advertisements, promotions and marketing related to each Music Event.
- Coordinating with AEG on all social media for each Music Event.

#### Music Event Staffing:

- Providing basic Venue security, crowd management personnel, medical, box office personnel, and any other laborers required to stage a Music Event not listed as the responsibility of AEG above.
- Preparing and implementing a security and crowd management plan to protect all persons within the Venue and areas adjacent thereto (e.g., parking lots, plaza areas, etc.), and hiring, directing, supervising and assuming responsibility for all Venue security personnel. To the extent City provides or is responsible for security and security personnel pursuant to this Agreement, City agrees and acknowledges that at no time and under no circumstance shall AEG be liable or responsible for the activities and/or actions of the parties providing such security services.

#### Other Obligations:

- Giving AEG access to the Venue's booking calendar for the Venue.
- Coordinating with AEG and Artists with respect to the production of each applicable Music Event.
- Cooperating with AEG in implementing sponsorships, including temporary signage, banners, booths and in-Venue promotions.



- Providing AEG with reasonable access to the Venue for walk-throughs, sound checks, sponsorship sales, etc. on an as-needed basis.
- Attend event planning meetings with AEG in advance of each Music Event.
- Performing all other obligations customarily performed by venue operators in connection with each Music Event.
- Coordinate with AEG regarding the utility services (electrical, telecommunications, AV), rigging, staging, lifts, and catering needs for the Venue and each Music Event.
- Ensuring that the Concessionaire agrees to provide, and pay for, the alcohol enforcement security for the Music Events.

#### **11. TICKETING.**

AEG shall control all ticketing in connection with the Music Events (including, without limitation, setting ticket prices, ticket scaling, ticket rebates, day of show box office operations and methods of ticket distribution). All revenues from the sale of tickets to the Music Events shall be held by the Venue's ticketing company until the completion of the applicable Music Event and upon completion of the applicable Music Event shall be paid ("swept") directly to AEG by the Venue's ticketing company (and City shall execute a letter agreement with its ticketing company directing such ticketing company to make such payments to AEG). AEG shall also have the right, in its sole and absolute discretion, to assess a facility fee (in an amount determined by AEG in its sole and absolute discretion) on any tickets for any Music Events.

#### **12. VENUE POLICES.**

City and AEG will reasonably work together to develop and communicate to the public the Venue's standard policies regarding prohibited / permitted items; smoking; lost children, seniors, or dependent adults; lost and found; first aid; use of video surveillance cameras at the Venue; and such other items as the Parties reasonably agree.

#### **13. BILLING.**

City and AEG Presents shall be entitled to equal billing in advertisements and promotional materials for each Music Event unless otherwise agreed in writing.

#### **14. VENDORS.**

When requested and subject to agreement on commercially reasonable terms, City agrees to discuss and cooperate with AEG regarding the use of AEG's preferred vendors and affiliates performing services at the Venue with respect to the Music Events. AEG must also approve in advance any samples, pamphlets, stickers, swag, promotional items, etc. that City permits to be handed out before, during or after any Music Event performance (none of which may compete with any artist merchandise or a sponsor).

#### **15. INTELLECTUAL PROPERTY.**

City grants to AEG a non-exclusive, royalty free license to use for the purposes of advertising and promoting the Music Events and the Venue and only during the Term, the trademarks, tradenames, servicemarks, logos, or other identifying marks of the Venue and other marks owned by City (the "Marks").

#### **16. METHOD OF PAYMENT.**

Any payments due from AEG to City pursuant to this Agreement shall be made, at AEG's option, in cash, by certified check, company check, cashier's check, money order or wire transfer and will be submitted pursuant to wire instructions provided by City or to City of Spokane Parks



Department, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. To the extent AEG has agreed to pay all or any portion of the payments due via wire transfer of funds to City, it shall do so according to the wiring instructions / ACH authorization form contained on Exhibit C attached hereto and made part hereof (the "Wiring Instructions") to the bank account described on Exhibit C (the "Designated City Bank Account"). If City desires to make any change to the Wiring Instructions and/or to the Designated City Bank Account (e.g., change the bank and/or account number for deposit, etc.), City must give notice of such requested change to AEG prior to the date that any amount is due from AEG. Any request(s) to change to the Wiring Instructions and/or the Designated City Bank Account made by or on behalf of City shall be subject to independent verification by AEG and may result in a delay or delays in AEG making timely payments to City. Any such delay shall not be deemed a default of any AEG payment obligations under this Agreement

#### **17. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Party represents and warrants and agrees that: (a) it possesses the right, power, and authority to enter into and fully perform this Agreement and that this Agreement constitutes a valid, binding and enforceable agreement of such Party; (b) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement; (c) it shall perform its activities under this Agreement in accordance with all applicable national, federal, state and local laws and regulations and self-regulating codes; (d) it shall, at its own cost, apply for, secure and maintain any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement; and (e) as to City, it holds all relevant rights to grant the rights to the Marks as set forth herein. Nothing contained herein shall be deemed in any way to prohibit or restrict the right or freedom of either party to conduct any business activity unrelated to the Venue without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

#### **18. CITY OF SPOKANE BUSINESS LICENSE.**

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 annual business registration. AEG 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 AEG 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.

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

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement 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. AEG agrees to comply with, and to use commercially reasonable efforts to require that all of its subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.



## 20. INDEMNIFICATION.

AEG shall indemnify and hold harmless City and its officers, agents and employees (the "City Indemnitees") from any claim(s), demands, losses, damages, liabilities, expenses or suits (collectively, "Claims"), at law or equity, asserted by third parties which arise from or are related to (a) the breach of any of the covenants, representations or obligations of AEG under this Agreement, or (b) the negligence or willful misconduct of AEG or its employees, representatives, agents, or contractors in connection with the Music Events; provided, however, that nothing herein shall require AEG to indemnify City for any Claims to the extent arising out of or related to (x) the negligence or willful misconduct of any City Indemnitees or (y) a breach of any of the covenants, representations or obligations of any of the City Indemnitees under this Agreement.

Except to the extent prohibited by applicable law, City shall indemnify and hold harmless AEG and its members, officers, directors, owners, affiliates, agents, and employees (the "AEG Indemnitees") from any Claim(s), at law or equity, asserted by third parties which arise from or are related to (a) the breach of any of the covenants, representations or obligations of City under this Agreement, or (b) the negligence or willful misconduct of City or its officers, employees, representatives, agents, or contractors in connection with the Music Events; provided, however, that nothing herein shall require City to indemnify AEG for any Claims to the extent arising out of or related to (x) the negligence or willful misconduct of any AEG Indemnitees or (y) a breach of any of the covenants, representations or obligations of any of the AEG Indemnitees under this Agreement.

The indemnity provided for in this section shall survive any termination or expiration of this Agreement.

## 21. INSURANCE.

During the Term, each Party shall maintain in force at its own expense, as the named insured, each insurance policy noted below. Self-insurance in the amounts and types described below shall satisfy this requirement.

A. **Worker's Compensation Insurance.** Workers compensation insurance coverage in the amount required by statute and employee liability insurance in an amount of not less than \$1,000,000;

B. **General Liability Insurance.** Customary commercial general liability insurance policy, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate (covering bodily injury, advertisement injury and property damage);

C. **Automobile Liability Insurance.** Business automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident, including coverage for owned, hired and non-owned vehicles; and

D. **Umbrella Policy.** An umbrella policy of no less than \$5,000,000.

City shall cause the Venue's beverage concessionaire to maintain, liquor liability insurance of not less than \$5,000,000 per occurrence and shall name AEG, AEG Presents LLC, Anschutz Entertainment Group, Inc., and their respective parent companies, subsidiaries, affiliates, officers, directors, members, representatives and employees as additional insured on such insurance policy.



There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) described above without thirty (30) days written notice to the other Party.

As evidence of the insurance coverage(s) required by this Agreement, each Party shall furnish Certificates of Insurance (COI) to the other Party within thirty (30) days of the execution of this Agreement. Such certificates shall include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. Any self-insurance must be declared and approved by AEG and shall be assumed by, for the account of, and the sole responsibility of City. A letter of self-insurance on City letterhead including the limit of self-insurance shall be provided to AEG.

AEG's commercial general liability insurance policy shall be the only policy charged as an Approved Event Cost.

## **22. FORCE MAJEURE EVENT.**

In the event either Party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such Party and the other Party shall have no right to seek damages or terminate this Agreement. Notwithstanding the foregoing, if the Force Majeure Event results in City being unable to operate the Venue for a continuous period of thirty (30) days or more, the Term of this Agreement shall be extended on a day by day basis for any period of time that the AEG is not able to book Music Events with reasonable assurances that that Venue will be fully operational. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of the applicable Party such as an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; artist illness, incapacity or death; accident; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

Notwithstanding the foregoing, if the Venue is closed or otherwise unavailable for the booking and promotion of Music Events during the Term for any reason other than AEG's misconduct, the minimum Facility Rental Fee and the Target Minimums for the time period of unavailability shall be reduced proportionately.

## **23. DEBARMENT AND SUSPENSION. [NOTE: AEG reviewing the rules implementing Executive Order 12549 (including the Definitions and Coverage sections) referred to in Section 4 of the Certificate. We don't think there is an issue, but we need to determine who the certificate in Exhibit A covers/relates to before we can really comment/confirm. Section 23 and Exhibit A under review by AEG.]**

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

## **24. ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, duties



or obligations hereunder shall be assignable in whole or in part without the prior written consent of the other Party; provided, however, that notwithstanding the foregoing, AEG may assign this Agreement and any of its respective rights and obligations hereunder in connection with any sale, merger, reorganization or restructuring of all or substantially all of its assets.

## **25. TERMINATION.**

This Agreement may be terminated for cause by either Party on written notice to the other Party upon the happening of any one of the following: (i) the filing by or against the other Party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) if there is a material breach, failure to perform or default by the other Party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within thirty (30) business days (or within fifteen (15) business days if the material breach, failure or default consists of a failure to pay money, the amount of which is not in dispute) of the defaulting Party's receipt of written notice from the non-defaulting Party.

In addition, AEG may terminate this agreement for cause upon written notice to City: (i) in the event the Venue does open for business and the holding of Music Events by December 1, 2020; (ii) in the event the Venue is not available for at least Twelve (12) Music Events during each calendar year of the Term (other than the 2019 calendar year) on dates mutually agreeable to the Parties; or (iii) if City's rights to the Venue terminate, expire, are transferred or sold to another party, or otherwise cease to exist.

## **26. CONFIDENTIALITY.**

Except to the extent required by applicable law, the Parties agree to keep confidential the terms of this transaction and all information provided by such Parties in connection therewith (including any records submitted from one party to the other) and no Party hereto shall disclose the same to any other party except (i) as may be required pursuant to a valid court order or otherwise by law; or (ii) as necessary in the fulfillment of the terms hereof to their respective legal counsel and business advisers (who shall be informed of and bound by this confidentiality provision). The Parties agree to endeavor to coordinate all publicity in connection with the transactions contemplated herein, it being understood that no Party shall issue any press release or other public notice announcing the transaction or the relationship set forth herein without the prior written consent of the other Party. With regard to any other press releases or public notices related to this Agreement or the Music Events, the Parties shall consult the other Party if the press release or public notice to be issued is outside the scope of such Party's day to day operations and responsibilities as set forth herein.

The Parties hereby acknowledge that under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* ("PRA")) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

## **27. ANTI-KICK-BACK.**

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



## 28. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications.** No modification or amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. **Expenses.** Each Party shall bear its own expenses in connection with this Agreement.
- C. **Confetti Charge.** If AEG shall use confetti at the Venue for any Music Event, AEG shall pay to City a fee of: \$2,000.00 for 1-25 lbs., \$3,000.00 for 26-50 lbs., and \$4,000.00 for over 50 lbs.
- D. **Notice.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery, including delivery by a recognized courier service, or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed to the address set forth below such Party's signature line. All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, or, if mailed, on the third day following deposit in the United States mail as provided above. Either Party may change the address at which it received notices by notifying the other Party of such change in the manner provided herein.
- E. **Governing Law.** This Agreement shall be governed, construed and interpreted under the laws of the State of Washington.
- F. **Independent Contractors.** The Parties are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. Neither Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party, except as expressly set forth in this Agreement.
- G. **Captions.** The titles of sections or subsections in this Agreement are for convenience only and do not define or limit the contents.
- H. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law as necessary to effectuate the original intent of the Parties.
- I. **Waiver.** No covenant, term or condition or breach shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of a breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
- J. **Entire Agreement.** This Agreement along with any exhibits and all attachments hereto comprises the entire agreement between City and AEG with respect to the Venue and supersedes all prior agreements or understandings between the Parties, oral or written, with respect to the Venue. If a conflict occurs between this Agreement (including the exhibits and attachments hereto) and applicable laws, codes, ordinances or regulations, the most stringent legally binding requirement shall govern. This Agreement may be executed in two or more counterparts and/or by PDF or facsimile signature, each of which will be deemed an original, but all of which shall constitute one and the same agreement.
- K. **No personal liability.** No officer, director, member, owner, agent or authorized employee of either of the Parties shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made in connection with this Agreement.



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

**AEG**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address for Notices:

Address for Notices:

AEG Presents NW, LLC  
[216 First Avenue South, Suite 320  
Seattle, WA 98104-2534]  
Attn: Rob Thomas

City of Spokane - Parks & Recreation  
808 W Spokane Falls Blvd  
Spokane, Washington 99201  
Attention: Director of Parks and Recreation

With a copy to:

AEG Presents LLC  
425 W. 11<sup>th</sup> St., Suite 300  
Los Angeles, CA 90015  
Attn: General Counsel

Attest:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding Debarment  
Exhibit B – U.S. Pavilion City-Public Space Map  
Exhibit C – City ACH Form



**EXHIBIT A**  
**[Under review by AEG]**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



**EXHIBIT B**

**U.S. PAVILLION CITY-PUBLIC SPACE MAP**



**EXHIBIT C**  
**CITY ACH FORM**



QUOTE #774-19		FOLDING CHAIRS & STACKING TRUCKS		HCONE International 103 Summit Circle Houston, PA 15342 (724) 731-8721 <a href="mailto:edkabrufey@hconecompanies.com">edkabrufey@hconecompanies.com</a>		Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906 (509) 528-9708 <a href="mailto:slutrazi@husseyseating.com">slutrazi@husseyseating.com</a>		School Specialty Inc. 100 Paragon Parkway Mansfield OH 44903 (800) 305-0174 <a href="mailto:bidnotices@schoolspecialty.com">bidnotices@schoolspecialty.com</a>		Specseats Int'l Corp 19516 S Susana Rd Rancho Dominguez, CA 90021 (847) 309-8401 <a href="mailto:jh@specseats.com">jh@specseats.com</a>	
ITEM	QTY	DESCRIPTION	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL				
1	800	Hussey Seating #4400	\$ 121.00	\$ 96,800.00	\$ 104.50	\$ 83,600.00	\$ 124.45	\$ 99,560.00	Specseats Int'l Corp #GS100	\$ 86.00	\$ 68,800.00
		Clarín 2124521 Stacking Truck							Specseats Int'l Corp #T5100		
2	16	Clarín CPT380 Folding Chair Stacking Truck	\$ 778.80	\$ 12,460.80	\$ 995.00	\$ 15,920.00	\$ 1,095.54	\$ 17,528.64	\$ 710.00	\$ 11,360.00	
3	8	Starter Blocks used to Stack Carts CPT 58		\$ 1,566.24	\$ 352.00	\$ 2,816.00	\$ 393.94	\$ 3,151.52	N/C	\$ -	
Alternate	24	TS34 Folding Chair Cart							\$695.00	\$ 16,680.00	
SALES TAX - 8.9%			\$ 9,863.61		\$ 9,107.90		\$ 10,701.37		\$ 7,607.72		
GRAND TOTAL			\$ 120,690.65		\$ 111,443.90		\$ 130,941.53		\$ 93,087.72		
Exceptions:											
ADDITIONAL ITEMS		yes		yes		no		yes			



# SPEC SEATS

City of Spokane – Purchasing  
Attn: Thea Prince  
E-Mail Address: tprince@spokanecity.org

02/06/2019

RE: RFQ# 774-19 Folding Chairs and Stacking Carts / Thursday, February 7, 2019 / **No Later Than 3:00PM**  
**Cover Letter / Executive Summary and Overview - Scope of Services**

We appreciate the opportunity to submit our proposal for your further review and consideration of “Folding Chairs and Storage Carts” for the City of Spokane Pavilion Project. We are bidding our Spec Seats’ Model# GS100 folding chairs and our Model# TS100 chair stacking trucks as an approved equal or better than the proposed models. As requested, attached please find the following documents to support our “RFQ” submittal.

They are:

**Specseats “RFQ” Proposal**– Completed Cover sheet signed w/Parts I thru Part V and Addendum No. 1.

**Model# GS100** – A list comparing/explaining the major differences of our Model# GS100 and the specified chair, brief specifications and includes the option for an outdoor treatment requirement as standard, brochure pages 11-12 featuring chair picture and dimensional drawing, 2 photos of Model#GS100 (American Airlines Center). **PLEASE NOTE: We are offering our Model# ABS700 as an alternate at the same price – see specs and pictures attached. The major difference between the GS100 is an “arcbac” design w/larger chair back.**

**Model# TS100** – Brief specifications, standard dimensional/assembly drawing, collateral storage cart sheet, Photo of storage truck stacked 3 high.

**Additional attachments:** Specseats Outdoor Warranty – Listing of recent major Specseats Venue References

We provide the highest quality mobile/portable event seating in the industry – we are cost effective and price competitive – we pride in the longevity of our seating systems - we truly understand and listen to our customer needs by developing the best multipurpose portable seating system available. Spec Seats is not a large firm – a family owned corporation, but our name speaks volumes – respect – integrity – experience - knowledge in the niche market for Mobile/Portable Event Furniture. Just ask the NCAA for over 10 years – Specseats has been the Official Supplier for all their Championship Events and the NBA – see our seats at the All-Star Game!

If you have any questions or if further information is needed, please contact us – we look forward to discussing our “RFQ” proposal and explain how Spec Seats – The Pavilion can both benefit from this mutual association. Again, we appreciate this opportunity to facilitate our Spec Seats’ Multi-purpose / Portable Event Seating Systems for the City of Spokane.

Sincerely,  
Specseats Int’l Corp.



Harvey Hergott (847.309.9529)  
Vice President

**\*\*Official Supplier for the NCAA/NBA\*\***

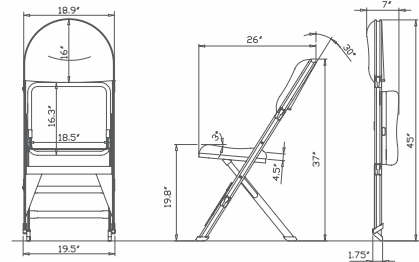




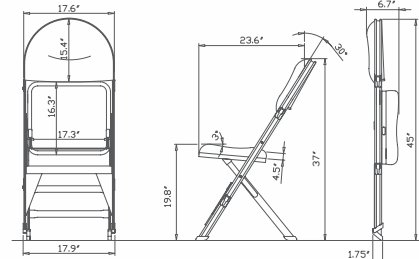
### The "Super" Chair ABS 750W

Designed To Put Comfort First- The "Super" star of the ARCBAC Series is designed for the real VIPs, players and coaches. The added height, wider stance, seat and back contribute to the comfort, and make it perfectly suited for those with great stature.

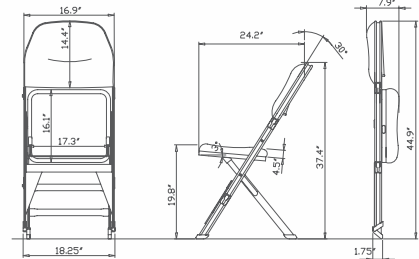
ABS 750W



ABS 750



PS 100



ABS 750W



ABS 750



PS 100

### ABS 750 ARCBAC SERIES

The same design elements and comforts of The "Super" Chair except for the narrower stance. It features a 3.5" injection molded contour seat cushion, an independent flip-up seat, and folds compactly for ease of handling/storage.

### PS100 PLATINUM SERIES

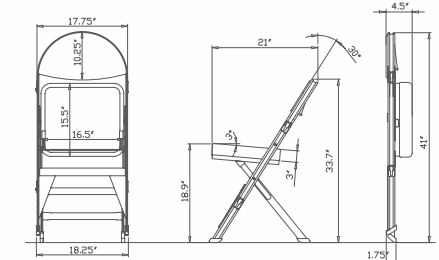
Our most popular luxury model portable folding chair used in those theater style-seating sections that host your most distinguished guests. It features a 3.5" injection molded contour seat, an independent flip-up seat, and can be customized for indoor/outdoor events.



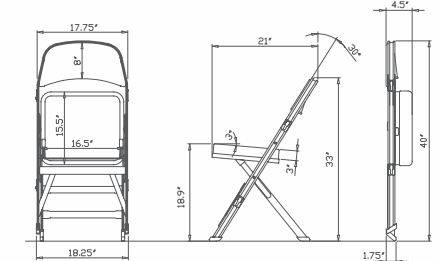
Flip-up Seat

With padded interbracket armrest

ABS 700



GS 100



Optional Permanent Armrest (foldable)

ABS 700

### ABS 700 ARCBAC SERIES

The patented arc shaped design backrest with snap-fit decoration panel strip is ideal for the most preferred seating sections in any venue/event configuration. It features 3" seat cushions, an independent flip-up seat, and can be modified for most seating configurations.

### GS100 GOLD SERIES

This traditional styled folding chair is the choice for arenas and venues that require special multi-purpose portable seating applications. It features 3" seat cushions, an independent flip-up seat, and provides high standards for patron comfort and safety.



GS 100





### **Brief Specifications – Model ABS700/ArcBac Series Folding Chair w/options:**

(Based on the quality workmanship, materials, and manufacturing skills of Spec Seats)

#### **Description:**

- **Frame Construction:** Roll-formed double tube and channel 18gauge galvanized steel (all perforations in channel – no perforations in tube); full front metal plate “K” brace support; approximately 11” clearance between first cross-brace and floor; seat height from floor approximately 19”; rear legs have (2) steel embossed cross-braces for extra support/strength; on each chair leg (4) is a molded foot glide over an extra protective smooth “U” shaped metal pronged design hairpin for a secure friction fit and are removable only with the use of tools. Between the roll-formed double tube is an “optional” patented molded channel bumper insert (colors see below) extending from the top of the ganging bracket over the top of the long leg frame (metal back) to the ganging bracket on the opposite side shaped with tapered ends for a snap in and secure fit. (*Chair pitch optional – relaxed / concert / erect - dining*)
- **Seat Construction-Standard Boxed:** Seat frame folds independently of chair frame and rotates from the open position to the up position during use (*all chairs are equipped for auto-uplift spring attachment as required see optional features below*); 11gauge steel frame; vertical leg approx. .875”W and horizontal leg approx. .625”W forms a rectangular frame measuring approximately 16.5”W x 15.5”L; heavy duty supported vinyl sewn seat; polyurethane foam seat cushion 2.5” to 3” thick; cushion conforms to ASTM D3574, California 117 and BIFMA fire retardant requirements; over .5” thick laminate/wood black chalkboard base with enough vent holes to allow for air discharge; seat frame and seat assembly will be attached directly by using vandal proof plated recessed hex head screws.
- **Seat Construction-Optional Contour:** Seat frame folds independently of chair frame and rotates from the open position to the up position during use; 11gauge steel frame; vertical leg approx. 7/8”W and horizontal leg approx. 5/8”W to form a rectangular frame measuring approximately 16.5”W x 15.5”L; heavy duty supported stretch-vinyl sewn seat; the seat cushion consists of a top contour shape injection molded foam approx. 3 1/2” thick, noise reduction mesh barrier, and the bottom foam is approx. 1/2” piece; cushion conforms to ASTM D3574, California 117 and BIFMA fire retardant requirements; over 3/4” contoured dome shaped wood black chalkboard base with enough vent holes to allow for air discharge; seat assembly/frame will be attached directly by using vandal proof hex head screws.
- **Backrest Construction:** 1” thick pure polyurethane foam; heavy duty supported vinyl; .125” shaped plywood backboard with threaded metal insert/fasteners; upholstered backrest is approximately 17”W x 11”H; attached with vandal-proof plated recessed hex head screws.
- **Interlocking ganging:** heavy duty die formed 11gauge steel brackets; designed for fast alignment; set-up/take down, binding prevention, and minimum chair movement; chairs do not release when tipped back; chairs approximately 18.25” center to center (additional spacing and/or radius ganging brackets available).
- **Metal Frame Finish:** Powder coat finish of not less than a thickness of 3 mils or Nickel – Chrome Finish





- *Chair weight:* approximately 21 lbs.
- *Colors:* Frame/Upholstery - As per customer selections.
- *Logo(s)/Optional:* As required on chair backrest, top of seat cushion, front edge, and/or on channel bumpers.
- *Patented Channel Bumper Options:* Chrome finish (silver – gold), wood grain, and/or color match with painted frame colors.
- *Warranty:* Minimum 25 year limited metal structural frame warranty

### **Optional Features:**

#### **Optional Permanent Arm Description (add “2A” / for two arm or “1A” / for single arm**

- *Special Patent Feature:* With the chair in open position the chair armrest can be used in the up and/or folded down (allow additional spacing between chairs) or in the closed position for storage space savings. (Optional for use as a single folding arm approx. (21”) or double folding arm permanent attachment (23.25”). (Wider Ganging brackets optional - common arm between chairs when ganged on-center dimension – approx. 21.25”).
- *Frame Construction:* Main support of arm shall consist of (2) roll-formed double tube and channel 18gauge galvanized steel armrest support sections are riveted together (flat-side back to back) (all perforations in channel – no perforations in tube); to match chair frame design. Two arm support extensions (top and bottom) are riveted perpendicular to the armrest main support main support and chair frame. Top of arm support base plate shall be formed to support armrest assembly and underside shall be welded and riveted to both main support of arm section and to the folding arm mechanism (spring) support extension. The finished armrest top shall be approximately 11” long and 2 ¼” wide.
- *Armrest Cup-holder Attachment:* Un-upholstered black molded rubber secure fit armrest cup-holder top 15 ¼” long; with crossbar cup design and inside dimension 3 5/8” and approx. 3” depth; recessed threaded metal insert to metal attachment secured directly to main arm frame support base plate with three vandal proof recessed hex head screws.
- *Armrest Fabric Top Attachment Assembly:* 1” thick pure polyurethane foam; 1/8” shaped plywood board insert with threaded metal insert/fasteners; upholstered (fabric type / color as per customer selection) armrest shall be approximately 11” long X 2 1/4” wide; attached with vandal-proof plated recessed hex head screws.
- *Armrest Molded Top Attachment Assembly:* Un-upholstered black (colors available) molded rubber secure fit armrest top approximately 11 1/2” long and 2 3/4” wide; recessed threaded metal insert to metal attachment secured directly to main arm frame support base with three vandal proof recessed hex head screws.
- *Armrest weight:* approximately 3.5 lbs. (each arm)





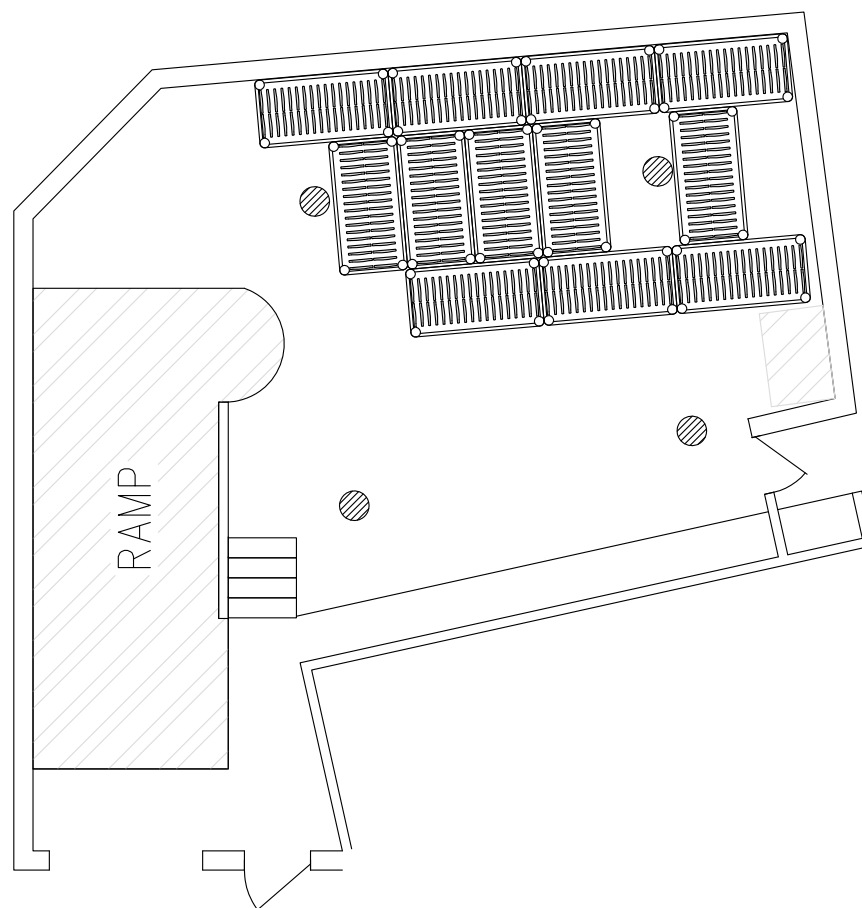
**Channel Bumper Options:** Chrome finish (silver – gold), wood grain, and/or color match with painted frame colors.

**Optional: Auto-Rise Seat w/Patented Noiseless Bumper** – auto-rise spring attachment feature that allows seat to rise automatically and independently of chair folding action. Seat frame shall fold independently of chair frame fold action and shall rotate through the seat hinge points from the open position to the up position that parallels the main front leg, thereby preventing accidental opening of the seat. The long leg seat hinge is connected on each side to the short leg metal stop bracket using two heavy-duty metal springs that lift the seat automatically and includes a patented “PVC” bumper pad (on each short leg) at the contact point for noiseless operation.

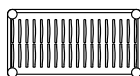
**Optional All-Weather Shield System (add “WS” / for Model Identification Purposes):**

- ***Powder Coat Process:*** A two-coat system combining corrosion protection with the highest weatherability; using a special Zinc Primer that is applied over a clean dry substrate, free of contaminants and oxidation – then a topcoat of a high quality polyester powder coating. This two-coat system warrants an optimum non-porous film (over 5mils combined thickness).
- ***Marine Grade Vinyl:*** High UV rating and weather resistant to prevent fading; mildew resistant front and back, pass/exceeds cold crack rating test, use of highest quality thread completely double sewn, abrasion resistance – Wyzenbeek over 100,000 cycles, and weight of 32 oz. Per linear yard.
- ***Components / Hardware:*** Heavy-duty plastic seat boards (.5” thickness) and plastic back inserts (.125” thickness); and all attaching hardware / rivets are stainless.





TS34



24 UNITS  
(DOUBLE STACKED)









# Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: <b>14</b>	Change Order Effective Date: <b>4/15/19</b> (date when executed by both parties)
Project: <b>PAVILION DESIGN-BUILD PROJECT</b>	Design-Builder's Project No: 172100
	Date of Agreement: <b>APRIL 13, 2017</b>
Owner: <b>CITY OF SPOKANE - PARKS &amp; RECREATION DIVISION</b>	Design-Builder: <b>GARCO CONSTRUCTION, INC.</b>

	<u>AREA</u>	<u>DESCRIPTION OF CHANGE</u>	<u>AMOUNT</u>
Item 1	PAV	<b>RFP#7 – Add Back ~25 LF of Casework</b>	\$ 21,400
Item 2	PAV	<b>Added Design based on Review Comments</b>	\$ 32,000
Item 3	PROM	<b>Added Berm/Landscaping to replace adjacent to Credit Union</b>	\$ 27,984
Item 4	PROM	<b>Remove/Dispose of Contaminated Soils due to Petroleum</b>	\$ 6,714
Item 5	PROM	<b>Repair 3 Corners of the Howard Street North Bridge</b>	\$ 7,867
Item 6	PROM	<b>RFP#26 Add Back HSSC Overlook to Mid Promenade</b>	\$ 22,319
		<b>TOTAL AMOUNT</b>	<b>\$ 118,284</b>

Original Contract Price: \$ 14,500,000

Net Change by Previous Change Orders: \$ 5,044,244

Net Change by GMP Amendment: \$ 4,150,000

Net Change by Change Order No 14 : \$ 118,284

New Contract Price: \$ 23,812,528



---

Original Contract Substantial  
Completion Date:

**May 30, 2019**

---

Adjustments by Previous Change Orders: **46** (calendar days)

Adjustments by Change Order No 14: **0** (calendar days)

Revised Scheduled Substantial Completion Date for Site Only **July 15, 2019**

---

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

**OWNER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DESIGN-BUILDER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**RFP #7**  
**Casework Additions**

**ITEM #1**

**4/4/2019**



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
06014-00	Advanced Cabinets - Furnish cabinet revisions per added scope of work from Parks.	1.0	LS				20,200.53	-	-	-	20,201	20,201
<b>SUB-TOTALS</b>								-	-	-	20,201	20,201
<b>ADD-ONS:</b>								15.00% (of Labor, Material & Equip.)				-
OH&P: on Garco (as subcontractor) self-performed work.								4.00% (of Subcontract)				735
								<b>SUB-TOTAL</b>				20,936
Insurance								1.00% (of Subtotal)				209
Bond Premium								0.75% (of Subtotal)				157
								<b>SUB-TOTAL</b>				21,302
B & O Tax								0.47% (of Subtotal)				98
<b>TOTAL - CHANGE ORDER REQUEST</b>											<b>\$ 21,400</b>	

SPECIFIC EXCLUSIONS:

1. WSST
2. NAC design work.



Subcontractor Change Order  
Request Form



PO Box 2679  
Hayden, ID 83835  
(208) 772-2377  
(208) 772-0279

Subcontractor : **Advanced Custom Cabinets**

Project: **US Pavilion**

Reference: **GC Request**

Date: **3/19/2019**

Sub CO#: **01**

Item	QTY	Unit	Material		Labor			Equipment			Subtier	Total
			\$/Unit	Subtotal	Labor hrs	Labor rate	Subtotal	Unit Rate	Rate	Subtotal		
<b>Expo</b>				\$ -			\$ -			\$ -		\$ -
FloForm Pental Countertop	1	ea	\$ 2,979.00	\$ 2,979.00			\$ -			\$ -		\$ 2,979.00
Type A Cabinets w/Drawers	7	ea	\$ 773.87	\$ 5,417.09	7	\$ 48.90	\$ 342.30			\$ -		\$ 5,759.39
Delete Type F Cabinet	1	ea	\$ (943.57)	\$ (943.57)	-1.25	\$ 48.90	\$ (61.13)			\$ -		\$ (1,004.70)
Add Two Drawers to Existing Cabinets	2	ea	\$ 137.82	\$ 275.64			\$ -			\$ -		\$ 275.64
<b>74</b>				\$ -			\$ -			\$ -		\$ -
FloForm Pental Countertop	1	ea	\$ 2,648.00	\$ 2,648.00			\$ -			\$ -		\$ 2,648.00
Type A Cabinets	7	ea	\$ 773.87	\$ 5,417.09	7	\$ 48.90	\$ 342.30			\$ -		\$ 5,759.39
Delete Type F Cabinet	1	ea	\$ (943.57)	\$ (943.57)	-1.25	\$ 48.90	\$ (61.13)			\$ -		\$ (1,004.70)
Add Two Drawers to Existing Cabinets	2	ea	\$ 137.82	\$ 275.64			\$ -			\$ -		\$ 275.64
<b>Consessions</b>				\$ -			\$ -			\$ -		\$ -
FloForm Pental Countertop				\$ -			\$ -			\$ -		\$ -
Type A Cabinets	2	ea	\$ 601.05	\$ 1,202.10	2	\$ 48.90	\$ 97.80			\$ -		\$ 1,299.90
<b>Reception</b>				\$ -			\$ -			\$ -		\$ -
FloForm Pental Countertop	1	ea	\$ 1,911.00	\$ 1,911.00			\$ -			\$ -		\$ 1,911.00
<b>Work Area</b>				\$ -			\$ -			\$ -		\$ -
Add Four Drawers to Work Area Casework	3	ea	\$ 137.82	\$ 413.46			\$ -			\$ -		\$ 413.46
Delete Type A Base Cabinet	1	ea	\$ (601.05)	\$ (601.05)	-1	\$ 48.90	\$ (48.90)			\$ -		\$ (649.95)
Delete Type A Wall Cabinet	1	ea	\$ (261.29)	\$ (261.29)	-0.75	\$ 48.90	\$ (36.68)			\$ -		\$ (297.97)
				\$ -			\$ -			\$ -		\$ -
				\$ -			\$ -			\$ -		\$ -

Material Subtotal		\$	17,789.54	Labor Subtotal		\$	574.58	Subtotal		\$	-	ital Cost of Work	\$	18,364.12
<b>Description:</b>														
Casework and countertop changes to Expo Room, '74 Room, Work Area, and Reception per GC request.														
												Labor Mark-up's	\$	57.46
												Material Mark-up's	\$	1,778.95
												Total Mark-ups All levels	\$	1,836.41





# **Hill International**

**4/4/19**

## **RFP#7 – Add Back ~25 LF Casework**

Based on the subcontractor scope - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead



## Additional Design Services

**ITEM #2**

4/4/2019



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
01001-00	NAC - Furnish additional design services per letter from NAC.	1.0	LS				25,155.00	-	-	-	25,155	25,155
01001-00	NAC - Additional negotiated reduction in design services requested.	1.0	LS				4,945.00	-	-	-	4,946	4,946
<b>SUB-TOTALS</b>								-	-	-	30,101	30,101
<b>ADD-ONS:</b>								OH&P: on Garco (as subcontractor) self-performed work.				-
								OH&P: on Garco (as subcontractor) subcontracted work				1,204
<b>SUB-TOTAL</b>											<b>31,305</b>	
Insurance								1.00% (of Subtotal)				313
Bond Premium								0.75% (of Subtotal)				235
<b>SUB-TOTAL</b>											<b>31,853</b>	
B & O Tax								0.47% (of Subtotal)				147
<b>TOTAL - CHANGE ORDER REQUEST</b>											<b>\$ 32,000</b>	

SPECIFIC EXCLUSIONS:

1. WSST





Pavilion Reimaging design-build with Garco Construction

City of Spokane

**Owner Requested Changes not included in an RFP**

September 12, 2018

	Hours	Rate	Cost	
<b>Owner Review Comments</b>				
1 Add Event Communications Center on the second floor of the West Building				
NAC- manage/review with City	2	250	500	
Keith- develop concept	2	250	500	
Rob K- coordinate	3	135	405	
Scott- interior design/ coordination	3	105	315	
Chloe- design/review with City	2	85	170	
Specs	2	185	370	
MW	2	100	200	
NACE	4	125	500	2960
2 Add 2 display monitors above the concessions windows and rough-in for reader board				
NAC- manage	2	250	500	
Keith- develop concept	1.5	250	375	
Rob K- coordinate	1.5	135	202.5	
Scott- interior coordination	3	105	315	
NACE	4.5	125	562.5	1955
3 Electrical modifications				
NAC- manage	2	250	500	
Rob K- coordinate	1	135	135	
Add (1) 4" conduit from 6x6 CoS vault near HSP to MDF room	2	125	250	
Add WAP locations (2 WAP systems- private/public)	16	125	2000	2885
4 Provide individual HVAC control for the added Event Communications Center				
NAC- manage/review with City	2.2	250	550	
Rob K- coordinate	1	135	135	
MW	8	100	800	1485



**Additional modifications requested by the Owner that impact project scope****1 Event Prep Rooms**

Includes modifications to event prep rooms, security and addition of 2 toilet shower areas

NAC- manage/review with City	3	250	750	
Keith- develop/review concepts	2	250	500	
Rob K- coordinate	2	135	270	
Scott- interior design/ coordination	16	105	1680	
Interior elevations	3	85	255	
MW	12	100	1200	4655

**2 Extend restrooms per owner request**

NAC- manage/review with City	3	250	750	
Rob K- coordinate	2	135	270	
Scott- interior design/ coordination	12	105	1260	
Interior elevations	3	85	255	
NACE	4	125	500	
Contingency	0	135	0	
MW	16	100	1600	4635

**3 Electrical requirements and modifications**

NAC- manage	2	250	500	
Rob K- coordinate	8	135	1080	
ETC Lighting Control	8	125	1000	
2 pwr operated entry doors	2	125	250	
2 pwr operated OH doors at loading	2	125	250	
Pathway lighting south of project	5	125	625	
Added sign infrastructure	3	125	375	
Misc electrical	16	125	2000	
Additional card readers	4	125	500	6580

**Total Fee**

---

25,155



Changes to North Promenade  
POC Planting Area

ITEM #3

2/27/2019



Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
02012-00	CSGI - Furnish and install landscaping and irrigation at additional area. Includes placing approximately 250 CY of onsite fill material.	1.0	LS				25,784.29	-	-	-	25,784	25,784
01010-00	Garco - Furnish and remove finish surface protection (OSB plywood).	8.0	MH	48.09				385				385
01010-00	Garco - Furnish OSB plywood for concrete protection	20.0	Sht		10.00			-	200	-		200
<b>SUB-TOTALS</b>								288	200	-	25,784	26,272
<b>ADD-ONS:</b>								15.00% (of Labor, Material & Equip.)				73
								4.00% (of Subcontract)				1,031
<b>SUB-TOTAL</b>											<b>27,377</b>	
Insurance								1.00% (of Subtotal)				274
Bond Premium								0.75% (of Subtotal)				205
<b>SUB-TOTAL</b>											<b>27,856</b>	
B & O Tax								0.47% (of Subtotal)				129
<b>TOTAL - CHANGE ORDER REQUEST</b>											<b>\$ 27,984</b>	

SPECIFIC EXCLUSIONS:

1. WSST



**2/7/2019****RE: Changes to North Promenade POC Planting Area****Schedule Impact: Additional 7 Working Days**

Includes topsoil for increased area not part of original bid, topsoil for new mounding, 6" of clean borrow, plant increases, bark mulch for increased area not in original bid, additional irrigation, and placing of 250CY onsite fill material.

***Garco to provide protection over hard surfaces where loader will be crossing new concrete and paved areas.***

<b>Materials</b>	<b>QTY</b>	<b>Unit Measur</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Landscape	1	LS	\$ 12,045.00	\$12,045.00
Irrigation	1	LS	\$ 800.00	\$ 800.00
				\$ -
<b>Total Material Cost</b>				<b>\$12,845.00</b>

**Labor**

Working Foreman	65	Hrs	\$ 55.00	\$ 3,575.00
Landscape Labor	90	Hrs	\$ 45.00	\$ 4,050.00
<b>Total Labor Cost</b>				<b>\$ 7,625.00</b>

**Equipment**

Skid Steer	22	Hrs	\$ 46.63	\$ 1,025.86
Mini Excavator	6	Hrs	\$ 34.21	\$ 205.26
Crew Truck	6	Days	\$ 120.00	\$ 720.00
<b>Total Equipment Cost</b>				<b>\$ 1,951.12</b>

**Total Material, Labor & Equipment****\$22,421.12****Subtotal****\$22,421.12**

Overhead &amp; Profit - 15%

**\$ 3,363.17****Total****\$25,784.29****Project Manager**

Carlos Lima

Email: [Clima@clearwatersummitgroup.com](mailto:Clima@clearwatersummitgroup.com)

Cell: 208-818-4073





**CLEARWATER • SUMMIT GROUP INC.**

Landscape Design & Construction

3/7/2019

**RE: Changes to North Promenade POC Planting Area**

**Schedule Impact: Additional 7 Working Days**

**Scope:**

1. At request of GC placement of 250 CY of onsite material to be used as fill material to create subgrade of new landscape mounding.
2. Includes import and placing of "clean borrow" material (145CY) placed at 6" depth
3. Includes additional topsoil to create landscape mounding as well as topsoil that was not depicted in original bid drawings (80CY)
4. Includes net add of 128 grasses and shrubs not part of original bid drawings
5. Includes net add of 15 trees not part of original bid drawings
6. Includes bark mulch not depicted in original bid drawings
7. Includes additional irrigation not shown on original bid drawings

**Project Manager**

Carlos Lima

Email: [Clima@clearwatersummitgroup.com](mailto:Clima@clearwatersummitgroup.com)

Cell: 208-818-4073





# **Hill International**

**4/4/19**

## **Changes to the North Promenade Planting by the Credit Union**

Based on discussions and the subcontractor quote. We believe this represents a fair and reasonable cost for this work.

Lorraine Mead



Contaminated Soil at Fuel Station  
Water Vault Contaminated Rock  
Contaminated disposal

**ITEM #4**



3/20/2019

Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	Operator	27.0	mh	52				1,415	-	-	-	1,415
	Laborer	14.0	mh	48				672	-	-	-	672
	Mini Excavator	1.0	day			180		-	-	180	-	180
	Komatsu 400	1.5	day			916		-	-	916	-	916
	Loader	1.0	day			758		-	-	758	-	758
	Deere 225	1.0	day			533		-	-	533	-	533
	Jumping Jack	1.0	day			20		-	-	20	-	20
	laser	1.0	day			3		-	-	3	-	3
	Roller	1.0	day			138		-	-	138	-	138
	Acme Dump Truck	1.0	day			187		-	-	187	-	187
	Disposal Fee Graham Rd.	1.0	LS		890			-	890	-	-	890
<b>SUB-TOTALS</b>								2,087	890	2,735		5,712
<b>ADD-ONS:</b>								OH&P: on Garco (as subcontractor) self-performed work.				
								15.00% (of Labor, Material & Equip.)				
								OH&P: on Garco (as subcontractor) subcontracted work				
								4.00% (of Subcontract)				
<b>SUB-TOTAL</b>												6,569
Insurance								1.00% (of Subtotal)				
												66
Bond Premium								0.75% (of Subtotal)				
												49
<b>SUB-TOTAL</b>												6,684
B & O Tax								0.47% (of Subtotal)				
												31
<b>TOTAL - CHANGE ORDER REQUEST</b>												<b>\$ 6,714</b>

SPECIFIC EXCLUSIONS:

1. WSST



## Mead, Lorraine

---

**From:** Scott Battaglia <scottb@garco.com>  
**Sent:** Thursday, April 4, 2019 5:14 PM  
**To:** Mead, Lorraine  
**Subject:** Contaminated Soil Back-up  
**Attachments:** 2018-08-16 Daily log.pdf; A\_P Invoice 0068271-1518-6.pdf

-Lorraine,-

Please see attached invoice and daily log for the contaminated soil at the US Pavilion. The contaminated soil was located South of the Pavilion ring around the Merry Go Round attraction. Diesel soaked rock was excavated and placed for removal as well as being inspected by DOE. The contaminated soil and rock were removed from the jobsite on 9-24-2018 and discarded at Graham Road.

Please let me know if you have any questions.

Scott Battaglia  
**Garco Construction**  
[scottb@garco.com](mailto:scottb@garco.com)  
509-370-8767





**Garco Construction, Inc.**  
4114 E Broadway Ave  
Spokane, Washington 99202  
P: (509) 535-4688  
F: (509) 535-1384

**Project: 172100 - US Pavilion/Promenade Renovation**  
598 N. Howard Street  
Spokane, Washington 99201

## Daily Log: Thursday 8/16/2018

### WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
61°F	95°F	76°F	0.00 in.	0.00 in.	0.00 in.	15%	34%	52%	43°F	2.6 mph	4 mph	6 mph

### DAILY SNAPSHOT

06:00 AM	09:00 AM	12:00 PM	03:00 PM	06:00 PM	09:00 PM
partly-cloudy-day 61°F	partly-cloudy-day 70°F	fog 84°F	clear-day 94°F	clear-day 95°F	clear-night 80°F

### OBSERVED WEATHER CONDITIONS

No.	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	No						

### MANPOWER LOG

16 Workers | 160.0 Man Hours

No.	Contact/Company	Cost Code	Workers	# Hours	Man Hours	Location
1	Power City Electric Inc		6	10.0	60.0	
<b>Notes:</b> Set vaults south of blue bridge* pipe as required* lay out new AVISTA JE with Matt GARCO)* Per Josh, ordered pipe and hand holes for WIFI south of blue bridge * draft email to NAC regarding yesterdays meeting in GARCO's trailer on the pavilion. Picking Clutches borrowed by GARCO.. requested by Todd. Spent time in the PAV drawings. <b>Created By:</b> Todd Giesa						
2	Power City Electric Inc		0	0.0	0.0	
<b>Notes:</b> <b>Created By:</b> Todd Giesa						
3	Garco Construction Inc		10	10.0	100.0	
<b>Notes:</b> Pavilion- One carpenter on Pavilion wall infills for 10 hours, on laborer for 8 hours, one laborer for 2 hours (felt ill and went home). Selective demo- Demo structurally unsound CMU. One laborer for 10 hours, one laborer for 2 hours.  Mid Promenade- Base Bid Utilities- One operator on mini ex digging for electricians for 2 hours and backfilling storm for 1 hour. Base Bid Water- One operator, one water truck driver, and one laborer apprentice for 3 hours installing final 6" lift of bedding, compacting, grading, and installing a section of vault 3 hours each. Unforeseen Conditions- One operator on Komatsu 400, one water truck driver, and laborer apprentice for 7 hours each removing diesel soaked rock, installing 6 mil plastic, backfilling per Geoengineers and owners direction to mitigate unknown diesel in rock. One operator running loader, mini, and roller for 4.5 hours. Rock hammering- One operator in JD225 for 2.5 hours hammering rock for diesel mitigation efforts. Note: Unforeseen conditions stopped 6" below the vault as Garco was contractually obligated to place 6" of compacted fill beneath the vault per plan.  Blue Bridge work- Four iron workers removing inner bridge railings for 10 hours.  Material Import- 244.82 tons of Gravel Borrow from Action Materials.						



## MANPOWER LOG

16 Workers | 160.0 Man Hours

No.	Contact/Company	Cost Code	Workers	# Hours	Man Hours	Location
<p>No Travis, No Lance, Gary left due to illness.</p> <p>Note- Met with Berry, Lorraine, Garret, Jo-Lynn, and JR to discuss mitigating diesel found inside of rock under north water vault. We were instructed to remove rock another 2 feet, backfill 6" with gravel borrow, install 6 mil plastic and place another 18" of gravel borrow to bottom of vault. Geoengineers took samples of the dirt near the contaminated area and DOE came by to observe the mitigation efforts and site of discovery. No concerns were voiced by DOE.</p> <p>Note: A existing vault lid has began to crack from traffic running over it on the west side of Mid HSP. We covered it with a road plate and called Avista. Avist does not know who's it is or if there is anything in it. We will need to excavate and pull the lid off for further information.</p> <p>Survey 5 hours Supervision 11.5 hours <b>Created By:</b> Jeremy Sweatt</p>						
			16		160.0	

### Manpower Log's Attachments:

#### 2. Power City Electric Inc



[IMG\\_20180816\\_141148090.jpg](#)



[IMG\\_20180816\\_110808862.jpg](#)



[IMG\\_20180816\\_141207451.jpg](#)

## EQUIPMENT LOG

No.	Equipment Name	Cost Code	Hrs Operating	Hrs Idle	Inspected?	Inspection Time	Location
1	HSP water truck		1.0		Yes	06:00 AM	
<b>Notes:</b> Created By: Jeremy Sweatt							



## EQUIPMENT LOG

No.	Equipment Name	Cost Code	Hrs Operating	Hrs Idle	Inspected?	Inspection Time	Location
2	IR Roller		3.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
3	Garco Komatsu 400 excavator		10.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
4	Garco JD 225		2.5		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
5	Forklift		10.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
6	Cat skid steer with hoe ram		10.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
7	Garco Dump Truck		0.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
8	John deere skid steer		10.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
9	Cat 972 loader		8.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
10	Trench roller		2.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
11	Mini ex TB230		0.0		Yes	06:50 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
12	Garco mini ex		0.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
13	Star mini ex		3.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						
14	Garco Side Dump		0.0		Yes	06:00 AM	
	<b>Notes: Created By:</b> Jeremy Sweatt						

By \_\_\_\_\_

Date \_\_\_\_\_

Copies To \_\_\_\_\_





# INVOICE



Customer ID:

3-87219-55007

Customer Name:

GARCO CONSTRUCTION

Service Period:

SEPTEMBER 2018

Invoice Date:

10/01/2018

Invoice Number:

0068271-1518-6

**How To Contact Us**Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:  
(509) 244-0151

**Your Payment Is Due****10/30/2018**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due****\$279,949.07**

See Reverse for Important Messages

**Previous Balance**

267,611.22

+

**Payments**

0.00

+

**Adjustments**

0.00

+

**Current Charges**

12,337.85

=

**Total Due****279,949.07****Details for Service Location:**

Garco Construction, PO Box 2946, Spokane WA 99220-2946

Customer ID: 3-87219-55007

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Vehicle#: brandon	09/04/18	574071				0.00
Po#:1721						0.00
Cd waste yards			18.00	YDS	10.75	193.50
Fuel surcharge - landfill			1.00	PCT	6.84	14.98
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Refuse tax						6.97
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	10.40
Regulatory cost recovery			1.00	PCT	3.60	7.88
Spokane regional health district - cdly & tires			18.00	YDS	.08	1.44
<b>Ticket Total</b>						<b>259.17</b>
Vehicle#: brandon	09/04/18	574105				0.00
Po#:1721						0.00
Cd waste yards			18.00	YDS	10.75	193.50
Refuse tax						6.97

JOB # \_\_\_\_\_  
 PHASE # \_\_\_\_\_  
 CAT. # \_\_\_\_\_  
 OK'D BY \_\_\_\_\_  
 COMMENTS \_\_\_\_\_

Please detach and send the lower portion with payment --- (no cash or staples) ---



GRAHAM ROAD LANDFILL  
S. 1820 GRAHAM ROAD  
MEDICAL LAKE, WA 99022

(509) 244-0151

**Invoice Date**

10/01/2018

**Invoice Number**

0068271-1518-6

**Customer ID**

(Include with your payment)

3-87219-55007

**Payment Terms**

Total Due by 10/30/2018

**Total Due**

\$279,949.07

**Amount**

1518000038721955007000682710000123378500027994907 0

0034872 01 AV 0.375 \*\*AUTO T5 3 7275 99220-294646 -C01-P34906-I1

I1391L77

GARCO CONSTRUCTION  
PO BOX 2946  
SPOKANE WA 99220-2946



THINK GREEN.®

WASTE MANAGEMENT  
PO BOX 541065  
LOS ANGELES CA 90054-1065



Printed on recycled paper.

518-0000063-1518-8

0034872-00000001-0037500



## IMPORTANT MESSAGES

The landfill is closed on all major holidays.

### 5 EASY WAYS TO PAY



#### Automatic Payment

Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).



#### Pay Through Your Financial Institution

Make a payment from your financial institution using your Customer ID.



#### One-Time Payment

At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.



#### Pay by Phone

Payable 24/7 using our automated system at 866-964-2729.



#### Mail it

Write it, stuff it, stamp it, mail it. Envelope provided.

### HOW TO READ YOUR INVOICE

How To Contact Us

Visit **wm.com**

To set up your online profile, sign up for paperless billing, manage your account, view holiday schedule, pay your bill or schedule a pickup

Customer Service  
(866) 909-4458

Your Payment is Due

August 19, 2017

If full payment of the invoiced amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge allowed under applicable law, regulation or contract.

Your Total Due

\$124.73

If payment is received after 08/19/2017: \$126.60

See reverse for important messages

Previous Balance	Payments	Adjustments	Current Charges	Total Due
12	(97.12)	0.00	124.73	124.73

Details for Service Location

311 Jackson Street, Stockton CA 95205

Customer ID: 2-92290-00885

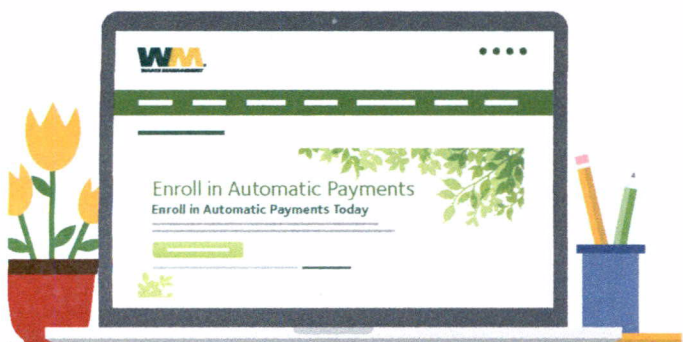
PO Numbers: 45693

Description	Date	Ticket	Quantity	Amount
96 12012	07/01/17		1.00	\$0.00
96 12012	07/01/17		1.00	0.00
96 12012	07/01/17	9934	1.00	15.00
96 12012	07/01/17		1.00	19.73
Total Current Charges				124.73

1 States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

2 Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

3 Service location details the total current charges of this invoice.



[www.wm.com/autopay](http://www.wm.com/autopay)



### Automatic Payments

Simplify your life with easy and reliable automatic payments. Save time, prevent late charges and help the environment, too. Get started by visiting [wm.com/autopay](http://wm.com/autopay).

If your service is suspended for non-payment, you may be charged a Resume charge to restart your service. For each returned check, a charge will be assessed on your next invoice equal to the maximum amount permitted by applicable state law.

#### CHECK HERE TO CHANGE CONTACT INFO

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

#### CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

If I enroll in Automatic Payment services, I authorize Waste Management to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying Waste Management at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email Address	
Date	
Bank Account Holder Signature	

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to PO Box 43290, Phoenix, AZ 85080 (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



**Customer ID:**

Customer Name:

Service Period:

Invoice Date:

Invoice Number:

**3-87219-55007**

GARCO CONSTRUCTION

SEPTEMBER 2018

10/01/2018

0068271-1518-6

**Details for Service Location:**
**Garco Construction, PO Box 2946, Spokane WA 99220-2946**
**Customer ID: 3-87219-55007**

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Fuel surcharge - landfill			1.00	PCT	6.84	14.98
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	10.40
Regulatory cost recovery			1.00	PCT	3.60	7.88
Spokane regional health district - cdly & tires			18.00	YDS	.08	1.44
<b>Ticket Total</b>						<b>259.17</b>
Vehicle#: allen	09/05/18	574168				0.00
Po#:1721						0.00
Cd waste yards			20.00	YDS	10.75	215.00
Refuse tax						7.74
Fuel surcharge - landfill			1.00	PCT	6.90	16.60
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	11.43
Regulatory cost recovery			1.00	PCT	3.60	8.66
Spokane regional health district - cdly & tires			20.00	YDS	.08	1.60
<b>Ticket Total</b>						<b>285.03</b>
Vehicle#: tim	09/05/18	574177				0.00
Po#:172102						0.00
Concrete inert-yards			4.00	YDS	7.07	28.28
Refuse tax						1.02
Refuse tax						0.07
Fuel surcharge - landfill			1.00	PCT	6.90	2.92
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	2.01
Regulatory cost recovery			1.00	PCT	3.60	1.52
Spokane regional health district - ciy			4.00	YDS	.51	2.04
Standard environmental fee - small (landfill)			1.00	LOD	12.00	12.00
<b>Ticket Total</b>						<b>49.86</b>
Vehicle#: allen	09/07/18	574419				0.00
Po#:1721						0.00
Cd waste yards			18.00	YDS	10.75	193.50
Refuse tax						6.97
Fuel surcharge - landfill			1.00	PCT	6.90	15.11
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	10.40
Regulatory cost recovery			1.00	PCT	3.60	7.88
Spokane regional health district - cdly & tires			18.00	YDS	.08	1.44
<b>Ticket Total</b>						<b>259.30</b>
Vehicle#: tim	09/11/18	574838				0.00
Po#:17-21-02						0.00
Concrete inert-yards			3.00	YDS	7.07	21.21
Refuse tax						0.76
Refuse tax						0.06
Fuel surcharge - landfill			1.00	PCT	6.93	2.41
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	1.65
Regulatory cost recovery			1.00	PCT	3.60	1.25
Spokane regional health district - ciy			3.00	YDS	.51	1.53
Standard environmental fee - small (landfill)			1.00	LOD	12.00	12.00
<b>Ticket Total</b>						<b>40.87</b>
Vehicle#: robert	09/17/18	575283				0.00
Po#:1721						0.00
Stump			8.00	YDS	24.50	196.00
Refuse tax						7.06
Refuse tax						1.88
Fuel surcharge - landfill			1.00	PCT	6.93	18.86
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	12.93

**THINK GREEN.®**

Printed on  
recycled paper.



**Details for Service Location:**  
**Garco Construction, PO Box 2946, Spokane WA 99220-2946**

**Customer ID: 3-87219-55007**

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Regulatory cost recovery			1.00	PCT	3.60	9.80
Wood			7.00	YDS	7.45	52.15
<b>Ticket Total</b>						<b>322.68</b>
Vehicle#: robbert	09/17/18	575310				0.00
Po#:1721 garco						0.00
Wood			8.00	YDS	7.45	59.60
Refuse tax						2.15
Fuel surcharge - landfill			1.00	PCT	6.93	5.84
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	4.00
Regulatory cost recovery			1.00	PCT	3.60	3.03
Spokane regional health district - cdly & tires			8.00	YDS	.08	0.64
<b>Ticket Total</b>						<b>99.26</b>
Vehicle#: todd	09/17/18	575332				0.00
Refuse tax						1.88
Stump			8.00	YDS	24.50	196.00
Refuse tax						7.06
Fuel surcharge - landfill			1.00	PCT	6.93	18.86
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	12.93
Regulatory cost recovery			1.00	PCT	3.60	9.80
Wood			7.00	YDS	7.45	52.15
<b>Ticket Total</b>						<b>322.68</b>
Vehicle#: todd	09/17/18	575344				0.00
Po#:1721						0.00
Stump			12.00	YDS	24.50	294.00
Refuse tax						10.58
Fuel surcharge - landfill			1.00	PCT	6.93	22.04
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	15.11
Regulatory cost recovery			1.00	PCT	3.60	11.45
<b>Ticket Total</b>						<b>377.18</b>
Vehicle#: todd	09/17/18	575362				0.00
Po#:1721						0.00
Stump			12.00	YDS	24.50	294.00
Refuse tax						10.58
Fuel surcharge - landfill			1.00	PCT	6.93	22.10
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	15.15
Regulatory cost recovery			1.00	PCT	3.60	11.48
Spokane regional health district - cdly & tires			12.00	YDS	.08	0.96
<b>Ticket Total</b>						<b>378.27</b>
Vehicle#: todd	09/17/18	575374				0.00
Po#:1721						0.00
Cd waste yards			18.00	YDS	10.75	193.50
Refuse tax						6.97
Fuel surcharge - landfill			1.00	PCT	6.93	15.17
Standard environmental fee - large (landfill)			1.00	LOD	24.00	24.00
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	10.40
Regulatory cost recovery			1.00	PCT	3.60	7.88
Spokane regional health district - cdly & tires			18.00	YDS	.08	1.44
<b>Ticket Total</b>						<b>259.36</b>
Vehicle#: wayne	09/18/18	575428				0.00
Po#:1808 gonzaga prep						0.00
Concrete inert-yards			5.00	YDS	7.07	35.35
Refuse tax						1.27
Refuse tax						0.09
Fuel surcharge - landfill			1.00	PCT	6.96	3.47
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	2.37
Regulatory cost recovery			1.00	PCT	3.60	1.80
Spokane regional health district - ciy			5.00	YDS	.51	2.55
Standard environmental fee - small (landfill)			1.00	LOD	12.00	12.00
<b>Ticket Total</b>						<b>58.90</b>



**Customer ID:**

**3-87219-55007**

Customer Name:

GARCO CONSTRUCTION

Service Period:

SEPTEMBER 2018

Invoice Date:

10/01/2018

Invoice Number:

0068271-1518-6

**Details for Service Location:**

**Customer ID: 3-87219-55007**

**Garco Construction, PO Box 2946, Spokane WA 99220-2946**

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Vehicle#: none	09/24/18	575875				0.00
Po#:1721						0.00
Profile approval special waste \$75			1.00	ECH	75.00	75.00
Profile # 113796wa						0.00
Generator riverfront park 610 w spokane falls blvd spok						0.00
<b>Ticket Total</b>						<b>75.00</b>
Vehicle#: tom	09/25/18	575910				0.00
Po#:1723						0.00
Cd waste yards			4.00	YDS	10.75	43.00
Refuse tax						1.55
Fuel surcharge - landfill			1.00	PCT	6.96	3.85
Waste water management - percent (landfill taxable)			1.00	PCT	4.75	2.63
Regulatory cost recovery			1.00	PCT	3.60	1.99
Spokane regional health district - cdly & tires			4.00	YDS	.08	0.32
Standard environmental fee - small (landfill)			1.00	LOD	12.00	12.00
<b>Ticket Total</b>						<b>65.34</b>
Vehicle#: jackie	09/26/18	576007				0.00
Po#:113659wa						0.00
Special waste solid other			35.60	TON	34.00	1,210.40
Refuse tax						43.57
Refuse tax						7.63
Refuse tax						0.41
Spokane regional health district - special waste &			35.60	TON	.32	11.39
Fuel environmental admin charges			35.60	TON	5.95	211.82
Profile # 113659wa						0.00
Generator s & l sullivan llc 15909 e marietta ave spoka						0.00
Manifest#: 113659wa						0.00
<b>Ticket Total</b>						<b>1,485.22</b>
Vehicle#: todd	09/26/18	576019				0.00
Po#:1721						0.00
Special waste solid other			17.23	TON	34.00	585.82
Refuse tax						21.09
Refuse tax						0.20
Refuse tax						3.69
Spokane regional health district - special waste &			17.23	TON	.32	5.51
Fuel environmental admin charges			17.23	TON	5.95	102.52
Profile # 113796wa						0.00
Generator riverfront park 610 w spokane falls blvd spok						0.00
Manifest#: 113796wa						0.00
<b>Ticket Total</b>						<b>718.83</b>
Vehicle#: jackie	09/26/18	576038				0.00
Po#:113659wa						0.00
Special waste solid other			38.83	TON	34.00	1,320.22
Refuse tax						47.53
Refuse tax						0.45
Refuse tax						8.32
Spokane regional health district - special waste &			38.83	TON	.32	12.43
Fuel environmental admin charges			38.83	TON	5.95	231.04
Profile # 113659wa						0.00
Generator s & l sullivan llc 15909 e marietta ave spoka						0.00
Manifest#: 113659wa						0.00
<b>Ticket Total</b>						<b>1,619.99</b>
Vehicle#: jackie	09/26/18	576080				0.00
Po#:113659wa						0.00
Special waste solid other			34.11	TON	34.00	1,159.74

**THINK GREEN.**



Printed on  
recycled paper.



**Details for Service Location:**  
**Garco Construction, PO Box 2946, Spokane WA 99220-2946**

**Customer ID: 3-87219-55007**

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Refuse tax						41.75
Refuse tax						0.39
Refuse tax						7.31
Spokane regional health district - special waste &			34.11	TON	.32	10.92
Fuel environmental admin charges			34.11	TON	5.95	202.95
Profile # 113659wa						0.00
Generator s & l sullivan llc 15909 e marietta ave spoka						0.00
Manifest#: 113659wa						0.00
<b>Ticket Total</b>						<b>1,423.06</b>
Vehicle#: jackie	09/26/18	576113				0.00
Po#:113659wa						0.00
Special waste solid other			32.32	TON	34.00	1,098.88
Refuse tax						39.56
Refuse tax						0.37
Refuse tax						6.92
Spokane regional health district - special waste &			32.32	TON	.32	10.34
Fuel environmental admin charges			32.32	TON	5.95	192.30
Profile # 113659wa						0.00
Generator s & l sullivan llc 15909 e marietta ave spoka						0.00
Manifest#: 113659wa						0.00
<b>Ticket Total</b>						<b>1,348.37</b>
Vehicle#: jackie	09/27/18	576152				0.00
Po#:113659wa						0.00
Special waste solid other			28.52	TON	34.00	969.68
Refuse tax						34.91
Refuse tax						0.33
Refuse tax						6.11
Spokane regional health district - special waste &			28.52	TON	.32	9.13
Fuel environmental admin charges			28.52	TON	5.95	169.69
Profile # 113659wa						0.00
Generator s & l sullivan llc 15909 e marietta ave spoka						0.00
Manifest#: 113659wa						0.00
<b>Ticket Total</b>						<b>1,189.85</b>
Vehicle#: jackie	09/27/18	576177				0.00
Po#:113659wa						0.00
Special waste solid other			33.75	TON	34.00	1,147.50
Refuse tax						41.31
Refuse tax						7.23
Refuse tax						0.39
Spokane regional health district - special waste &			33.75	TON	.32	10.80
Fuel environmental admin charges			33.75	TON	5.95	200.81
Profile # 113659wa						0.00
Generator s & l sullivan llc 15909 e marietta ave spoka						0.00
Manifest#: 113659wa						0.00
<b>Ticket Total</b>						<b>1,408.04</b>
Late payment charge for 07/01/2018 invoice 67751	07/31/18					32.42
<b>Total Current Charges</b>						<b>12,337.85</b>





# **Hill International**

---

**4/4/19**

## **Costs to Remove and Dispose of Petroleum Impregnated Soils.**

Based on hours and the two different areas that needed to be cleaned up - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead



**ITEM #5**

Phase	Description	UNIT PRICES					TOTALS							
		Quan.	Unit	Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL		
	Operator	41.0	mh	52				2,148	-	-	-	2,148		
	Laborer	48.5	mh	48				2,328	-	-	-	2,328		
	Survey	2.0	mh	55				110	-	-	-	110		
	Gator	3.0	day			8		-	-	24	-	24		
	Mini Excavator	3.0	day			180		-	-	540	-	540		
	Skid Steer	2.0	day			255		-	-	510	-	510		
	Jumping Jack	4.0	day			20		-	-	80	-	80		
	Laser	4.0	day			3		-	-	12	-	12		
	Hand Tools: Screw Guns, Hot saw, Roto Hammer, Silica Vacuum, Concrete Stinger	4.0	day			10		-	-	40	-	40		
	Central Pre Mix CDF-Short Load	7.0	yds		592			-	592	-		592		
	Pan Decking	1.0	LS		315			-	315	-	-	315		
	Fasteners	1.0	LS		20				20	-	-	20		
	Geo Fabric	1.0	LS		88			-	88	-	-	88		
SUB-TOTALS								4,586	1,015	1,206	-	6,807		
ADD-ONS:												-		
								OH&P: on Garco (as subcontractor) self-performed work.				15.00% (of Labor, Material & Equip.)		1,021
								OH&P: on Garco (as subcontractor) subcontracted work				4.00% (of Subcontract)		-
								SUB-TOTAL				7,828		
												7,830		
Insurance								1.00% (of Subtotal)				78		
Bond Premium								0.75% (of Subtotal)				59		
								SUB-TOTAL				7,830		
B & O Tax								0.47% (of Subtotal)				37		
TOTAL - CHANGE ORDER REQUEST												\$ 7,867		

## SPECIFIC EXCLUSIONS:

1. WSST





CENTRAL PRE-MIX  
A CPM COMPANY

P O Box 3366  
Spokane, WA 99220-3366

Customer No: 12730  
Invoice No: 2720891  
Inv Date: 11/06/18  
Page: Page 1 of 1  
Customer PO: 1721  
Customer Job:

Garco Construction  
PO Box 2946  
Spokane WA 99220-2946

Central Pre-Mix Concrete Co.  
P O Box 3366  
Spokane, WA 99220-3366  
509-534-6221

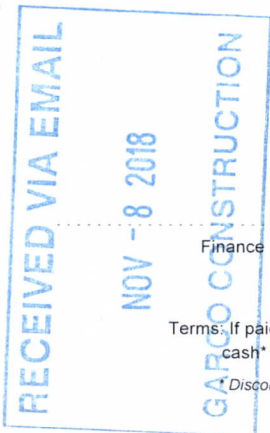
heidih@garco.com  
ap@garco.com

Delivered To: HOWARD & MALLON

Date	Code - Material Description	QTY	UM	Unit Price	Haul QTY	Matl Total	Haul Total	Tax	Total
<b>Plant: 05142 Spok-Crestline Concrete</b>									
11/06/18	353002 - 3/8" CDF	7.00	CY	81.45	0.00	570.15	0.00	0.00	570.15
11/06/18	467755 - FUEL SURCHARGE	1.00	EA	1.00	0.00	1.00	0.00	0.00	1.00
11/06/18	487000 - ENVIRONMENTAL SURCHARGE	7.00	EA	3.00	0.00	21.00	0.00	0.00	21.00
11/06/18	491795 - WINTER CONCRETE CHARGE	7.00	EA	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Invoice:</b>		<b>22.00</b>				<b>592.15</b>	<b>0.00</b>	<b>0.00</b>	<b>592.15</b>

Ticket number(s) shipped from plant 05142 - Spok-Crestline Concrete  
\*468961

Central Pre-Mix is now open for aggregate at our Key Rock Facility located at 9404 S. Cheney Spokane Rd, Spokane, Wa 99224



JOB # \_\_\_\_\_  
PHASE # \_\_\_\_\_  
CAT. # \_\_\_\_\_  
OK'D BY \_\_\_\_\_  
COMMENTS \_\_\_\_\_

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Terms: If paid by 12/10/2018 and account is current,  
cash\* discount of 11.84 will be allowed

\*Discounts not allowed if paid by credit card.

Invoice Amount: 592.15

Amount Paid: \_\_\_\_\_

Customer Name: Garco Construction  
Customer No: 12730  
Invoice #: 2720891  
Date: 11/6/18  
Customer Job:  
Customer PO: 1721  
Due Date: 12/10/18

If you have any questions about your invoice please call 509-534-6221

Remit Payment To: Central Pre-Mix Concrete Co.  
PO Box 742421  
Los Angeles, CA 90074

Please provide your email address below if you would like to start receiving your invoices via email



6255128

**Concrete:** Injurious to eyes. Causes skin irritation. Contains Portland Cement. Read the following warning before using: Contact with wet, unhardened concrete, mortar, cement or cement mixtures can cause skin irritation, severe chemical burns or serious eye damage. Avoid contact with eyes and skin. Wear waterproof gloves, a fully-buttoned, long-sleeve shirt, full-length trousers and tight-fitting eye protection when working with these materials. If you have to stand in wet concrete, use waterproof boots that are tight at the top and high enough to keep concrete from flowing into them. If finishing concrete, wear knee pads to protect knees. After contact with any of these materials, wash off immediately with fresh, clean water. Indirect contact through clothing is as dangerous so promptly rinse these materials from clothing. Seek immediate medical attention if you have persistent or severe discomfort. In case of eye contact, flush with plenty of water for at least 15 minutes. Consult physician immediately. KEEP out of reach of children! User agrees to convey this warning to all persons who may use or come into contact with wet (unhardened) concrete, mortar, cement or cement mixtures.

**Aggregates:** Prolonged inhalations of dust from a gravel product may be hazardous to your health. Measures to control fugitive dust should be taken when handling this product. **Hot Asphalt** emits nuisance fumes. Avoid breathing fumes. Also, Asphalt may cause severe burns. Wear protective safety gear (long sleeves, pants and gloves). If burned, cool with water and see a physician.

Water added at customer's own risk. Additional water added to concrete will reduce its strength. Buyer's agent agrees to accept responsibility for reduced strength due to water added above design.

Arrived at job with \_\_\_\_\_ inch slump.

Added \_\_\_\_\_ gal water at customer request.

Test cylinders taken

Other additions \_\_\_\_\_

Received by

X

Buyer's Agent receipt of product and approval of any added items.

The addition of any extra products to our mixer may void any warranty expressed or implied by the seller. The seller accepts no liability for any personal injury incurred by you while adding additional products to our mixer.

### Property Damage Indemnification & Release

The operator of this piece of heavy equipment, in presenting this RELEASE to you for your signature, is of the opinion that the operation of this machinery in the manner required to perform our contract with you may possibly cause damage to the premises or property. It is our wish to help you in every way that we can, but in order to do this, the operator is asking that you sign this RELEASE. In consideration of the performance of the seller of its contract with me, I the undersigned, hereby INDEMNIFY the seller and its employees for any damage and for all claims to the premises, building, utility pipelines or cables, telephone lines, driveway or other appurtenances, at:

and RELEASE the seller and its employees from any liability.

Signature of Owner or its Agent

Signature of Owner or its Agent

Leave Plant	Arrive Job Site	Start Discharge	Finish Discharge	Leave Job Site	Arrive Plant
:	:	:	:	:	:

NWGDLETKT090408

Drivers' Comments

CENTRAL PREMIX  
P.O. BOX 3366  
SPOKANE, WA 99220-3366  
(509) 534-6221



Order No. 1060 Cust. No. 12730 Company/Customer Job 1721 Customer PO/Phase Code 1721 TICKET NO. 468961 Driver GUY Co. Proj. No. 0378248

Customer GARCO CONSTRUCTION

Delivery Address HOWARD & MALLON

Delivery Instructions

Date 11/06/2018  
Map 22D Zone S31  
Time 11:34 AM  
Scale 12:00 PM

Load Qty	Delivered Qty	Order Qty	Product Code	UOM	Product Description	Unit Price	Amount
7.00	7.00	7.00	353002	yd	3/8" CDF		
7.00		0.00	487000	ea	ENVIRONMENTAL SURCHARGE		
1.00		0.00	467755	ea	FUEL SURCHARGE		
7.00		0.00	491795	ea	WINTER CONCRETE CHARGE		

1721

UNFORESEEN  
BRIDGE  
Repairs  
JS

PRVTRUCK:

Load Size 04 Prod. No. 04 333002 Description 3/8" CDF Slump 4.00 Type CC UTILITY Haul Cd. 04 Pit Plant 04 Sales Tax TOTAL DUE

Material	Design Qty	Required	Batched	% Var	% Moisture
CRSND101	720 lb	5216 lb	5180 lb	-0.69%	3.49% A
BSAND120	1089 lb	7814 lb	7800 lb	-0.17%	2.50% M
3/8R101	980 lb	6946 lb	6960 lb	0.21%	1.25% M
AG1-II	50 lb	350 lb	365 lb	4.29%	
NEWCEMPL	350 lb	2450 lb	2430 lb	-0.82%	
DARAVAIR	14.7 oz	102.9 oz	102.0 oz	-0.87%	
WATER-W	333 lb	917 lb	918 lb	0.11%	
HWATER-W	40 %	611 lb	606 lb	-0.87%	

Actual Load Total: 24265 lb Num Batches: 1 Design 0.833 Water/Cement 0.707 A Trim Water: 6.0 gl / CYD Actual 236.6 gl To Add: 42.7 gl





# **Hill International**

**4/4/19**

## **Howard Street North Bridge – Corner Repairs**

Based on the hours and backup - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead





Phase	Description	Quan.	Unit	UNIT PRICES				TOTALS				
				Labor	Material	Equip.	Garco Sub.	Labor	Material	Equip.	Garco Sub.	TOTAL
	CSGI -Furnish and install South Overlook. Sandstone and Curbstone Material provided by Owner.	1.0	LS				20,035.13	-	-	-	20,035	20,035
	Garco - Remove and install Silt Fence for erosion and runoff precautions	16.0	MH	59				944				944
<b>SUB-TOTALS</b>								944	-	-	20,035	20,891
<b>ADD-ONS:</b>								OH&P: on Garco (as subcontractor) self-performed work.				142
								OH&P: on Garco (as subcontractor) subcontracted work				801
<b>SUB-TOTAL</b>											<b>21,834</b>	
Insurance								1.00% (of Subtotal)				218
Bond Premium								0.75% (of Subtotal)				164
<b>SUB-TOTAL</b>											<b>22,216</b>	
B & O Tax								0.47% (of Subtotal)				103
<b>TOTAL - CHANGE ORDER REQUEST</b>											<b>\$ 22,319</b>	

SPECIFIC EXCLUSIONS:

1. WSST



**2/14/2019****RE: South Overlook Area****Schedule Impact: Additional 5 working Days**

Labor and equipment to install south overlook. Sandstone and curbstone provided by Owner. If cutting is required to achieve desired fit and placement, cost will be associated.

*Excludes gravel base under concrete, staking and surveying, permitting for working next to waterway, erosion and runoff precautions.*

<b>Materials</b>	<b>QTY</b>	<b>Unit Measur</b>	<b>Unit Cost</b>	<b>Total Cost</b>
5/8" Gravel Base	1	LS	\$ 285.00	\$ 285.00
Bark Mulch	1	LS	\$ 350.00	\$ 350.00
Decomposed Granite+Organic Binder	1	LS	\$ 987.00	\$ 987.00
<b>Total Material Cost</b>				<b>\$1,622.00</b>

**Labor**

Working Foreman	65	Hrs	\$ 55.00	\$ 3,575.00
Landscape Labor	166	Hrs	\$ 45.00	\$ 7,470.00
<b>Total Labor Cost</b>				<b>\$ 11,045.00</b>

**Equipment**

Skid Steer	35	Hrs	\$ 46.63	\$ 1,632.05
Mini Excavator	30	Hrs	\$ 46.76	\$ 1,402.80
Crew Truck	6	Days	\$ 120.00	\$ 720.00
Peterbuilt Dump Truck	2	Days	\$ 500.00	\$ 1,000.00
<b>Total Equipment Cost</b>				<b>\$ 4,754.85</b>

**Total Material, Labor & Equipment****\$17,421.85****Subtotal****\$17,421.85**

Overhead &amp; Profit - 15%

**\$ 2,613.28****Total****\$20,035.13****Project Manager**

Carlos Lima

Email: [Clima@clearwatersummitgroup.com](mailto:Clima@clearwatersummitgroup.com)

Cell: 208-818-4073





# **Hill International**

**4/4/19**

## **RFP#26 – Add Back Mid-Promenade South Overlook**

Based on discussions and the subcontractor quote - we believe this represents a fair and reasonable cost for this work.

Lorraine Mead



**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: Cameron Reilly

PROJECT TITLE: Sister Cities Garden

CITY CLERK CONTRACT NUMBER: OPR 2019-0171

=====

DESCRIPTION OF CHANGE:

AMOUNT

Item 1: Avista, add concrete, alter site	\$ 31,057.39
Item 2:	\$
Item 3:	\$
Item 4:	\$
Item 5:	\$

=====

**TOTAL AMOUNT:**     \$ 31,057.39

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 298,982.40
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0
CURRENT CONTRACT AMOUNT	\$ 298,982.40
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 31,057.39
<b>REVISED CONTRACT SUM</b>	<b>\$ 330,039.79</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	7/30/2019
CURRENT COMPLETION DATE	7/30/2019
<b>REVISED COMPLETION DATE</b>	<b>7/30/2019</b>

Contractor: \_\_\_\_\_ Date: 3/15/19

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

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

Pre-Approved as to form: Pat Dalton, Assistant City Attorney



FROM:

Cameron-Reilly Concrete

309 N Park Rd

Spokane Valley, WA 99212

TO:

Lorraine Mead

RE:

Sister Cities

COP No.:

3

DATE:

27-Mar-19

DESCRIPTION:

Sister Cities Slab

PRICING										
DESCRIPTION	QUAN.	UNIT	UNIT LABOR	UNIT MAT/EQUIP	UNIT SUB	TOTAL LABOR	TOTAL MAT/EQUIP	TOTAL SUB	TOTAL	
(4) 8' x 8' x 14" Concrete Slabs, 36' x 43' 6" Slab										
Concrete for Slabs	12.00	YDS		120.00		-	1,440.00	-	1,440.00	
Rebar	1536.00	EA		1.50		-	2,304.00	-	2,304.00	
Expansion Joints	1.00	EA		300.00		-	300.00	-	300.00	
Labor - 6 Guys @ 9 Hrs	54.00	HRS	60.00			3,240.00	-	-	3,240.00	
Crew Truck and Forms - 1 Day	1.00	DAYS		250.00		-	250.00	-	250.00	
6" Concrete Slab										
Concrete for Slabs	26.00	YDS		120.00		-	3,120.00	-	3,120.00	
Labor - 2 Days, 6 Guys @ 9 Hrs	108.00	HRS	60.00			6,480.00	-	-	6,480.00	
Crew Truck and Forms - 2 Days	2.00	DAYS		250.00		-	500.00	-	500.00	
Sawcut	395.00	LF		3.00		-	1,185.00	-	1,185.00	
38 Yards of Excavation										
Mini Ex	2.00	DAYS		200.00		-	400.00	-	400.00	
Dump	2.00	DAYS		250.00		-	500.00	-	500.00	
Roller	2.00	DAYS		150.00		-	300.00	-	300.00	
Water Truck	2.00	DAYS		200.00		-	400.00	-	400.00	
Labor - 2 Days, 4 Guys @ 9 Hrs	72.00	HRS	60.00			4,320.00	-	-	4,320.00	
Subtotal						14,040.00	10,699.00	-	24,739.00	
Equipment and Material Markup - 21%							2,246.79		2,246.79	
Labor Markup - 29%						4,071.60			4,071.60	



				-	-
	Subcontractor Markup - 12%				
	Total		18,111.60	12,945.79	\$ 31,057.39





## Executive Summary Proposal

## CITY OF SPOKANE WA

## Program Overview

Connect is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect 60 Month Term	
<b>System Software</b> <ul style="list-style-type: none"> <li>CLEAN Management Console Licenses for Full Term</li> <li>CLEAN Mobile Software Licenses for Full Term</li> </ul>	<b>Automated System Monitoring</b> <ul style="list-style-type: none"> <li>Automated System Diagnostics and Alerts</li> </ul>
<b>Equipment/Hardware</b> <ul style="list-style-type: none"> <li>Custom Configuration as Detailed Below</li> </ul>	<b>Cleaning and Inspection</b> <ul style="list-style-type: none"> <li>Annual Comprehensive Station Cleaning</li> <li>Annual Station Inspection</li> </ul>
<b>Station Installation</b> <ul style="list-style-type: none"> <li>On-Site Installation for Stations</li> </ul>	<b>Warranty</b> <ul style="list-style-type: none"> <li>Hardware Parts Warranty for Full Term</li> </ul>
<b>Setup and Training</b> <ul style="list-style-type: none"> <li>CLEAN Software Account Setup</li> <li>System Training &amp; Onboarding</li> </ul>	<b>Customer Support</b> <ul style="list-style-type: none"> <li>Customer Support Hotline and Trained Field Service Professionals</li> </ul>
<b>Equipment/Hardware Configuration</b> <ul style="list-style-type: none"> <li>9 HC5/SC5.5 Double Stations with Foot Pedals and Side Message Panels</li> </ul>	
<b>Total Monthly System Cost</b>	
\$1,517.04	

One Time Fees	
3 Boxes of HC Bags (Box of 50)	\$100.50
3 Boxes of SC Bags (Box of 100)	\$147.00
Shipping	\$2,710.00

<sup>1</sup>Pricing is valid for 60 days from March 25, 2019.

<sup>2</sup>Sales Tax is NOT included in above pricing.

<sup>3</sup>Pricing is subject to Connect Program Terms and Conditions.

<sup>4</sup>Initial order of bags included in "One Time Fees". Please visit [www.wastezero.com/bigbelly](http://www.wastezero.com/bigbelly) for future orders.