



Spokane Park Board

April 14, 2016 – 1:30 p.m.

City Hall, City Council Chambers

808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

Chris Wright – President (Absent/Excused)

X Susan Traver – Vice President

X Eadie, Leroy

X Kelley, Ross

X Van Voorhis, Ken

X Dunau, Andy

X Selinger, Sam

X Potratz, Preston

X Pendergraft, Lauren

X Sumner, Nick

X McGregor, Ted

X Mumm, Candace – Council Liaison

Parks Staff:

Jason Conley

Tony Madunich

Garrett Jones

Al Vorderbrueggen

Angel Spell

Berry Ellison

Sari Luciano

Fianna Dickson

Jon Moog

Carl Strong

Guest(s):

Ildikó Kalapács

Patricia Kienholz

Mikel Stevenson

Mary M. Carr

Yolanda Collins

Jessica Wade

Andrei Mylroie

Nico Archer

MINUTES

1. **Roll Call:** *Leroy Eadie*
See above

2. **Minutes:** March 10, 2016, Regular Park Board Meeting Minutes and Study Session Notes

Motion No. 1: Ross Kelley moved to approve the March 10, 2016, Regular Park Board Meeting Minutes and Study Session Notes.

Ken Van Voorhis seconded.

Motion carried with unanimous consent.

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

4. **Monthly Highlights:**
A. None

5. **Claims:** Claims for the month of March 2016 – *Susan Traver*

Motion No. 2: Ross Kelley moved to approve claims for the month of March 2016 in the amount of \$1,456,682.05

Dr. Sam Selinger seconded.

Motion carried unanimously.

6. **Special Guests:**

A. The new Parks and Recreation Communications Manager *Fianna Dickson* was introduced and welcomed to Parks. Ms. Dickson comes to the City from the health care industry.

B. Desautel Hege - *Jessica Wade, Andrei Mylroie, and Nico Archer* presented the first quarter report on their contracted services for Parks which include public relations, advertising and branding.

7. **Financial Report & Budget Update** – *Sari Luciano* provided the March Financial Report & Budget Update. Parks and Recreation Fund revenue is tracking at 84% of the projected budget. Parks and Recreation expenditures are tracking at 96% of the projected budget. The Golf Fund revenue is tracking at 87% of the projected budget. The Golf Fund expenditures are tracking at 110% of the projected budget.

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

A. None

9. **Committee Reports – Action Items:**

Golf Committee: April 12, 2016, *Nick Sumner*

A. Golf Mission Statement - Nick Sumner presented the new Golf Mission Statement which was recommended by the Golf Committee.

Motion No. 3: Nick Sumner moved to approve the new Golf Mission Statement, as presented.

Preston Potratz seconded.

Motion carried with unanimous consent.

B. Indian Canyon Golf Course was recently named the #1 golf course in 2015 by *The Inlander*.

C. The next scheduled meeting is 8:05 a.m. May 10, 2016, in the City Council Briefing Center.

Land Committee: April 6, 2016, *Ken Van Voorhis*

A. Southeast Sports Complex/KXLY Agreement – *Garrett Jones* presented the Southeast Complex/KXLY Contract, and provided details on the Access and Reciprocal Parking Easement and Development Agreement.

Motion No. 4: Ken Van Voorhis moved to approve the Access and Reciprocal Parking Easement, and the License and Development Agreement with Queen B Radio with the following contingencies: 1) final city legal review of documents; 2) 1984 RCO project restrictions; and 3) a soccer field lease.

Preston Potratz seconded.

Motion carried with unanimous consent.

Washington State Recreation and Conservation Office (RCO) Grant Applications Approval - *Garrett Jones* reviewed the RCO grant matrix which included the four projects in the proposed grant, the funding mechanism breakdown for each and the projected costs. Projects included in the RCO application resolution are: Peaceful Valley Loop Trail, Riverfront Regional Play Area, Southeast Sports Complex and the Three Islands (Sisters property) Acquisition.

Motion No. 5: Ken Van Voorhis moved to approve the Washington State Recreation and Conservation Office application resolution, as presented.

Dr. Sam Selinger seconded.

Motion carried with unanimous consent.

Western Equipment Value Blanket for Repair Parts - The recommended order allows the purchase of Toro park and golf course equipment, and repair services from Western Equipment, in the amount of \$70,000.

Motion No. 6: Ken Van Voorhis moved to approve the Western Equipment Value Blanket in the amount of \$70,000.

Ross Kelley seconded.

Motion carried with unanimous consent.

Bearing Project Resolution - *Dr. Sam Selinger* provided an overview of the Bearing Project Resolution which involves the permission to install the "Bearing" sculpture on an undeveloped park property located at the western edge of the Kendall Yards development along Centennial Trail. Members of the Bearing Public Sculpture Board, Bearing sculpture artist *Ildikó Kalapács* and interested citizens testified before the board in support of the resolution. The sculpture is designed to honor victims and survivors of war.

Motion No. 7: Ken Van Voorhis moved to approve the Bearing Sculpture Resolution, as presented. Dr. Sam Selinger made a friendly amendment to defer action to the May 12 Park Board meeting in order to have the time required to properly follow the process of obtaining input from West Central and Kendall Yards' neighborhoods. The friendly amendment was accepted by Mr. Sumner.

Nick Sumner seconded.

Motion carried with unanimous consent.

B. The next scheduled meeting is 3 p.m. May 4, 2016, in the City Hall Conference Room 5A.

Recreation Committee: April 7, 2016, *Dr. Sam Selinger*

A. Action items: None

B. Updates were provided on the Witter Pool deck repairs, the 2016 Aquatics attendance plan and the RCO grant process.

C. The next scheduled meeting is 3 p.m. May 5, 2016, in the City Hall Conference Room 2B.

Riverfront Park Committee: April 11, 2016, *Andy Dunau*

A. CH2M Contract Amendment - *Berry Ellison* provided an overview of the contract amendment. The amendment expands the services to include: 1) project management and

coordination; 2) final design of the South Channel Bridge amenities; 3) final design for temporary construction access; and 4) bid phase support for temporary construction access.

Motion No. 8: Andy Dunau moved to approve the CH2M Contract Amendment, not to exceed \$159,496, for bridge amenities architecture and engineer services.

Preston Potratz seconded.

Motion carried with unanimous consent.

GeoEngineers Contract - *Berry Ellison* presented a recap of the GeoEngineers which involves four parts: 1) soil management plan; 2) Ice Ribbon and Skyride terminal geotechnical engineering evaluation and environmental assessment; 3) Looff Carrousel geotechnical engineering evaluation and environmental assessment; and 4) consultation during the design phase.

Motion No. 9: Andy Dunau moved to approve the GeoEngineers Contract in the amount of \$74,800.

Preston Potratz seconded.

Motion carried with unanimous consent.

B. The new Riverfront Park Redevelopment Program Coordinator Jo-Lynn Brown was introduced and welcomed.

C. A Park Board workshop is scheduled for May 3 at the U.S. Pavilion to discuss the development of the Pavilion RFQ.

D. A Special Park Board meeting will be held at 3 p.m. May 6 at City Hall Conference Room 5A to address six contracts on the redevelopment project.

E. The next scheduled meeting is 8:05 a.m. May 9, 2016, in the City Council Briefing Center.

Finance Committee: April 12, 2016, *Susan Traver*

A. Bosch Lot – Inter-department MOU – *Jon Moog* reviewed the agreement, stating the Utilities Division will pay Riverfront Park for the loss of use, on a quarterly basis, during the CSO project, in the total amount of \$104,460. Should the lot open earlier than projected, the dollar figure will be reduced, accordingly.

Motion No. 10: Nick Sumner moved to accept the Bosch Lot – Inter-department MOU, as presented. A friendly amendment was made by Mr. Sumner and accepted to add “Bosch Lot” to Item 3d. for clarification.

Dr. Sam Selinger seconded.

Motion carried with unanimous consent.

EBOs: 1) Sky Prairie; 2) Collins Group; 3) My Spokane - *Sari Luciano* provided an overview of the following recommended orders:

a) Provide funding for Sky Prairie (Impact Fees) Park Capital Improvements of \$47,800

b) Provide funding for the Collins Group to assist the Parks & Recreation Division, City of Spokane, in managing and conducting a Capital Fund Drive Feasibility Study for the Riverfront Park Redevelopment in the amount of \$64,000

c) Provide funding for professional services provided by My Spokane for the Parks Division

in the amount of \$60,000

Motion No. 11: Andy Dunau moved to accept the three EBOs, as presented.

Ken Van Voorhis seconded.

Motion carried unanimously.

B. The next regularly scheduled meeting is 3 p.m. May 10, 2016, in City Hall Conference Room 2B.

Urban Forestry Tree Committee: (The April meeting was cancelled.) *Lauren Pendergraft*

A. Action Item: None

B. The next regularly scheduled meeting is 4:15 p.m. May 3, 2016, at the Woodland Center, Finch Arboretum.

By-Laws Committee: Ross Kelley reported a Bylaws Committee meeting will be scheduled for the end of April.

10. **Reports:**

A. Park Board Vice President - Susan Traver announced there is an April 20 West Central Neighborhood meeting to discuss the Dutch Jake's Park master plan and board members are invited to attend.

Liaison Reports:

A. Conservation Futures Liaison – Ken Van Voorhis reported the Conservation Futures is accepting nominations until April 30.

B. Parks Foundation Liaison – Dr. Sam Selinger explained the foundation is expected to come before the Park Board in the near future with a proposal for a structure to allocate funds required to maintain artwork which is donated to Parks.

C. Council Liaison – Candace Mumm provided updates regarding alignment of increased STA routes in the Riverfront Park area, bike access to Riverfront Park, North Bank easement ordinance and recent upgrades to Council Chamber microphones.

D. Director's Report – Leroy Eadie reported a Riverfront Park construction groundbreaking ceremony is scheduled for July 15. He provided an overview of the new Parks and Recreation Organization Chart designed to accommodate the growth in the department. He also announced the April Study Session has been cancelled.

11. **Correspondence:**

A. Letters: None

B. Newsletters:
Hillyard Senior Center
Corbin Senior Activity Center
Sinto Senior Activity Center
Project Joy

12. **Public Comments:** None

13. **Executive Session:** None

14. **Adjournment:** 4:08 p.m.

A. **Next Committee meeting dates:**

Golf Committee: 8:05 a.m. May 10, 2016, City Council Briefing Center

Land Committee: 3 p.m. May 4, 2016, City Hall Conference Room 5A

Recreation Committee: 3 p.m. May 5, 2016, City Hall Conference Room 2B

Riverfront Park Committee: 8:05 a.m. May 9, 2016, City Council Briefing Center

Finance Committee: 3 p.m. May 10, 2016, City Hall Conference Room 2B

Urban Forestry Committee: 4:15 p.m. May 3, 2016, Woodland Center, Finch Arboretum

B. U.S. Pavilion Workshop: 1 p.m. May 18, 2016, U.S. Pavilion Upper Hospitality Room

C. Special Park Board Meeting: 3 p.m. May 6, 2016, City Hall Conference Room 5A

D. Regular Park Board Meeting: 1:30 p.m. May 12, 2016, City Council Chambers

E. Park Board Study Session: 3:30 p.m. May 12, 2016, City Hall Conference Room 5A



Financial Report
March, 2016

City of Spokane Parks & Recreation

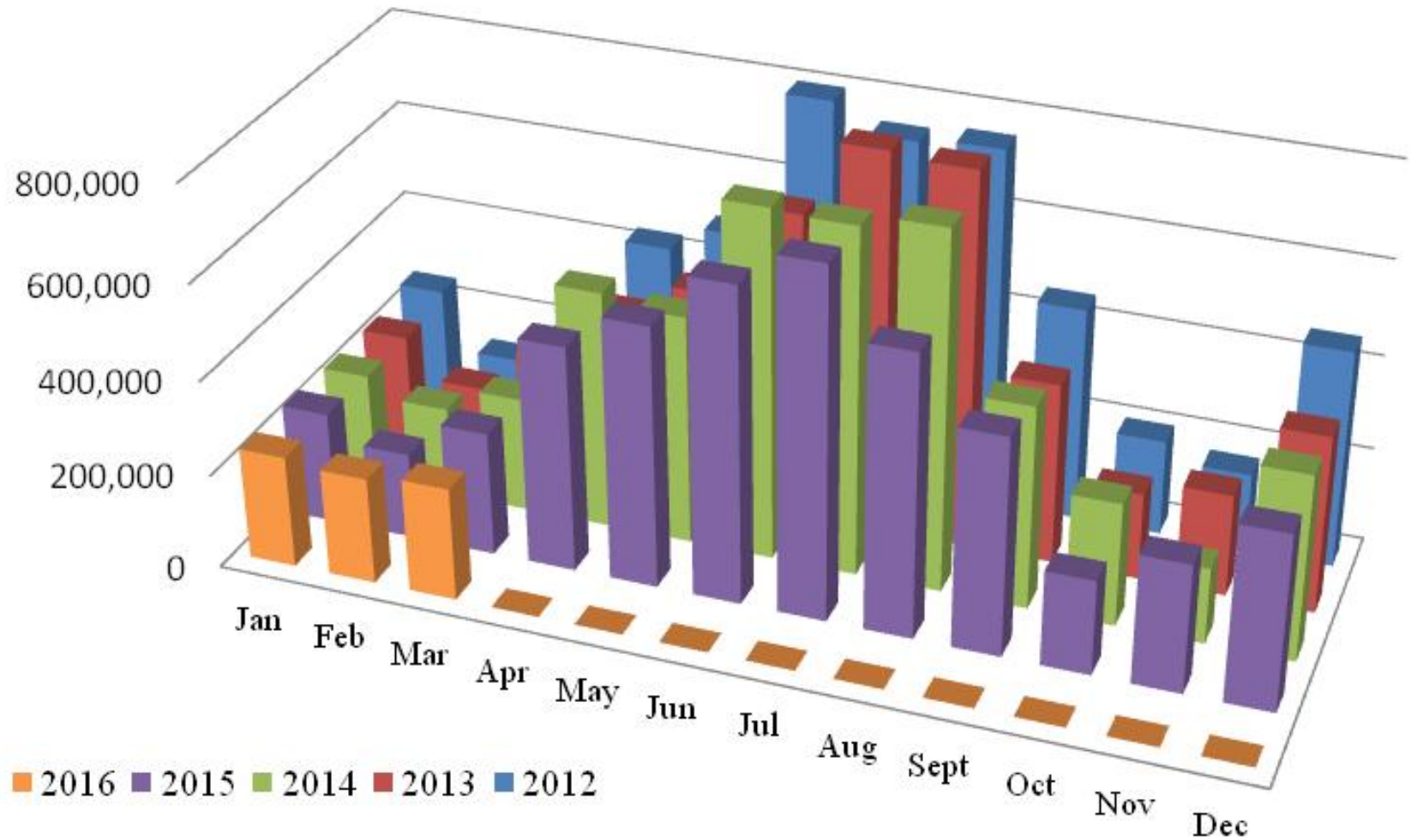
PARK FUND – Revenues & Expenditures

March 31, 2016 (reported in millions)

As of March (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Park Revenue	6.25	0.83	0.70	84%
Transfers In	14.21	3.17	3.17	100%
Funds Available	20.46	4.00	3.87	97%
Expenditures	17.39	2.70	2.59	96%
Transfers Out	0.51	0.23	0.23	100%
Capital Outlay	2.90	0.12	0.12	101%
Windstorm 2015	0.35	0.35	0.11	32%
NET	-0.70	0.60	0.81	
Beginning Fund Balance	1.05	1.05	1.05	
Ending Fund Balance	0.35	1.65	1.86	

Revenue by Month – Park Fund

Revenue 5 Year Trendline

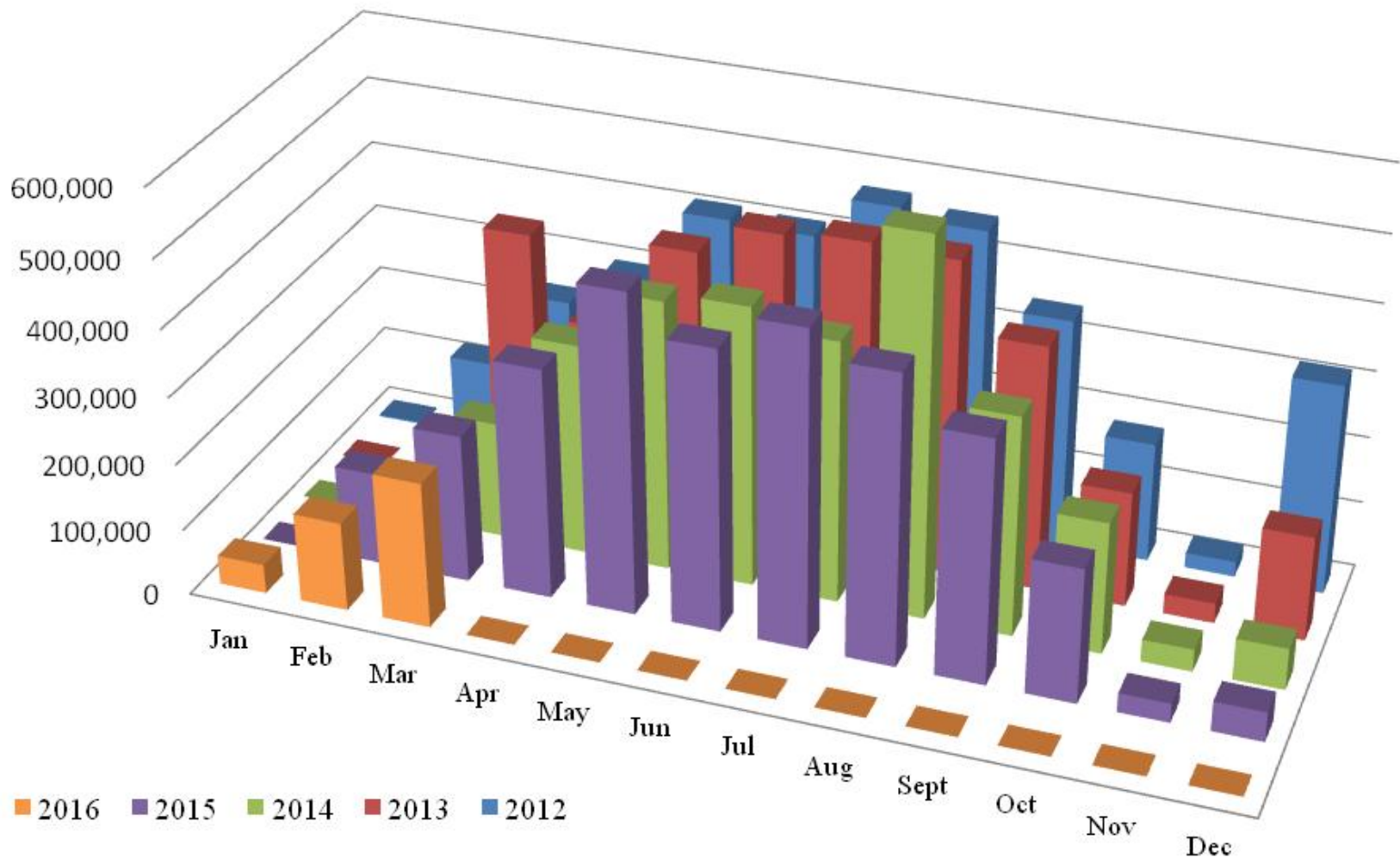


City of Spokane Parks & Recreation
GOLF FUND – Revenues & Expenditures
March 31, 2016 (reported in millions)

As of March (in millions)	2016 Budget	YTD Budget	YTD Actual	% YTD Budget
Golf Revenue	3.38	0.39	0.40	103%
Transfers In	0.00	0.00	0.00	0%
Funds Available	3.38	0.39	0.40	103%
Expenditures	3.17	0.36	0.40	110%
Transfers Out	0.00	0.00	0.00	0%
Capital Outlay	0.25	0.00	0.03	0%
Windstorm 2015	0.15	0.15	0.01	10%
NET	-0.19	-0.12	-0.04	
Beginning Fund Balance	0.11	0.11	0.11	
Ending Fund Balance	-0.07	-0.01	0.07	

Revenue by Month – Golf Fund

Revenue - 5 Year Trendline





Recreation Committee Presentation

04 . 14 . 2016

Who We Are

We are DH—a public relations, advertising and branding agency. We build multi-disciplinary programs that communicate complex ideas in simple, compelling ways.



The Team



We love Spokane Parks and Rec.





Our Approach

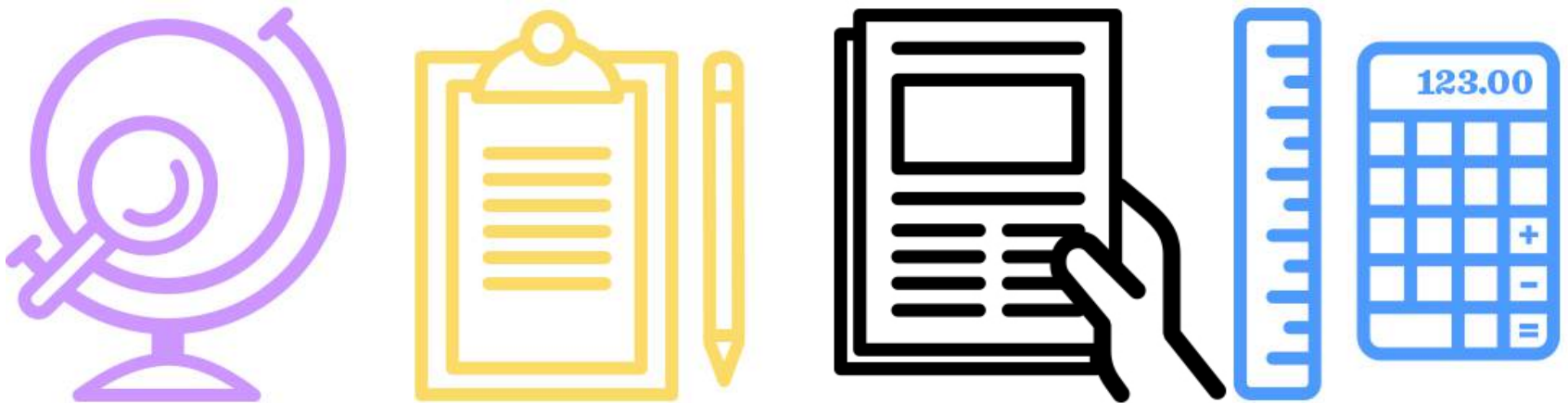
Integrated Approach

- Experts in areas you need under one roof
- Rooted in strategy but work across spectrum
- Segment and target



A team sport:

Building a creative concept that resonates.



Where We Are

Our Journey

- Strategy sessions with Park & Rec departments
- Reviewed past plans and efforts
- Presentations to golf and rec committees



Efforts in Q1

- Riverfront Park Redevelopment Open House
- Media relations efforts
- Developed goal and strategy for seasonable campaigns





Spring/Summer Campaign

How do we ensure residents of Spokane take advantage of the great opportunities the City has to offer?



Spokane Parks & Rec Goal

Increase utilization of Parks & Rec services.



Our Part: Marketing Goal

Increase awareness, affinity & prospects.



Strategy

Marketing opportunities

- Don't split your audience
- Get the most out of media buys
- Deliver a cohesive brand experience



Coordinated Budget
+ Consolidated Effort
Powerful Campaign



Messaging Tone

- Personal
- Active
- Holistic
- Transporting



What people think when they hear Spokane Parks



We need to show them this



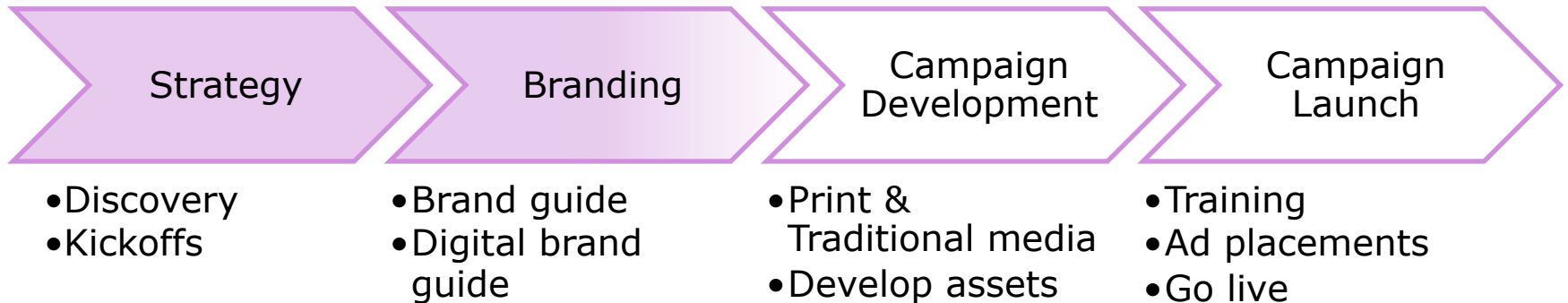
We need to show them this



We need to show them this



Spring/Summer Campaign – *Roadmap to success*





Thank you.



MISSION STATEMENT

"To provide a quality recreational golf experience for the citizens of Spokane and visitors, by welcoming players of all ages and abilities; offering affordable rates; accessible, well-operated and maintained facilities; and outstanding customer service."

①

AFTER RECORDING RETURN TO:

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

ACCESS AND RECIPROCAL PARKING EASEMENTS

This Access and Reciprocal Parking Easement ("**Easement and Agreement**") is made and executed this ____ day of _____, 2016 ("**Effective Date**") by and between the City of Spokane, Parks Department ("**Park Board**"), as "**Grantor**" and QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation which term includes successors and assigns ("**KXLY**") as "**Grantee**", hereinafter jointly referred to as "**Parties**".

Recitals

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

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

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

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

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

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

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

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

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

(see attached Exhibit D)

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

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

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

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

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

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

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

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

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

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

F. Displacement of Park Department Surface Parking. Prior to construction of the Joint Access, KXLY and the Parks Department shall meet and

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

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

5. RECIPROCAL EASEMENT TO USE PARK BOARD. In consideration for the Access and Parking Easement, KXLY hereby grants and conveys a perpetual non-exclusive easement to the Park Board, its employees, officers, agents, guests, licensees and invitees who are using or occupying the Park Property (collectively, the "**Permitted Users**") to park motor vehicles on the KXLY Property with related vehicle and pedestrian ingress and egress on the areas legally described on **Exhibit E** ("**Reciprocal Easement**").

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

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

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

6. INSURANCE.

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

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

7. INDEMNIFICATION.

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

B. The Park Board shall indemnify, defend, and hold KXLY harmless from all claims arising from the Park Board's use, occupancy, management, and maintenance of the Reciprocal Easement or from any activity, work or thing

done, permitted or suffered by the Park Board in or about the Reciprocal Easement, except to the extent such claim resulted from the act or omission of KXLY's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If either party has a claim or dispute under this agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute.

9. MEDIATION. If the Parties are unable to resolve the dispute within five (5) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be equally shared by the Parties.

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

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

GRANTOR:

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

GRANTEE:

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

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

12. ENTIRE AGREEMENT/ ASSIGNMENT. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Easement Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Easement may not be assigned without the written consent of Grantor, which consent will not be unreasonably withheld.

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

GRANTOR:

GRANTEE:

CITY OF SPOKANE, PARK BOARD

QUEENB RADIO, A WASHINGTON
CORPORATION

By _____
Its: Chair

By _____
Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

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

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

STATE OF WASHINGTON)
) ss.
County of _____)

On this _____ day of _____, 2016, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of QueenB Radio, Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

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

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

EXHIBIT A
Park Property



EXHIBIT B
KXLY Property



MapSpokane

MapSpokane

S Stone St

E 42nd Ave

S 4th St

Legend

E 42nd Ave

S Pittsburg St

E 44th Ave

E 44th Ave

S Helena St

E Madeline St

S Magdalena St

S Helen St

E Juno Ct

E 45th Ave

E 45th Ave

E 46th Ave

E 48th Ave

E 48th Ave

E 49th Ave

S Pittsburg St

S Helena St

E 51st Ave

S Wy Chen Ln



S Martin St

S Crestline St

E 50th Ave

E 51st Ln

S Stone Crest Ln

S 48th St

Front Ln

S Spruth Ct

S Regal St

Address • Parcel

34041.9078

S Chen Ct

S Donald Ct

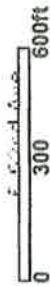
S Allamont St

S Stone St

E 46th Ave

Southside Sports Complex

34041.9078





MapSpokane

Search

S Lee Cr

St

St



1 Ave

Search

Address • Parcel

34041.9005

E 48th Ave

Southside
Sports Complex

E 42nd Ave

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E 49th Ave

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S Lee Cr

S Stone St

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one Crest Ln

E 51st Ln

E 51st Ln

0 150 300ft

E 52nd Ln

[Map Use Disclaimer](#)

EXHIBIT B-1
Adjacent KXLY Property



MapSpokane

Search

Basemap

Layers

100

30

100

100

100

100

E 44th Ave

S Magnolia St

S Cedar St

E Juli Ct

E 45th Ave

E 46th Ave

S Stone St

S Allamont St

E 46th Ave

E 48th Ave

E 48th Ave

E 49th Ave

S Pittsburg St

S Ivy Glen Ln

S Woodfield Ln

S Martin St

S Crestline St

E 50th Ave

E 51st Ln

E 52nd Ln

S Stone Crest Ln

S Adams St

S Allamont Ln

S Spruth Ct

S Regal St

0 300 600ft

E 53rd Ave

100

E 54th LN

Address • Parcel

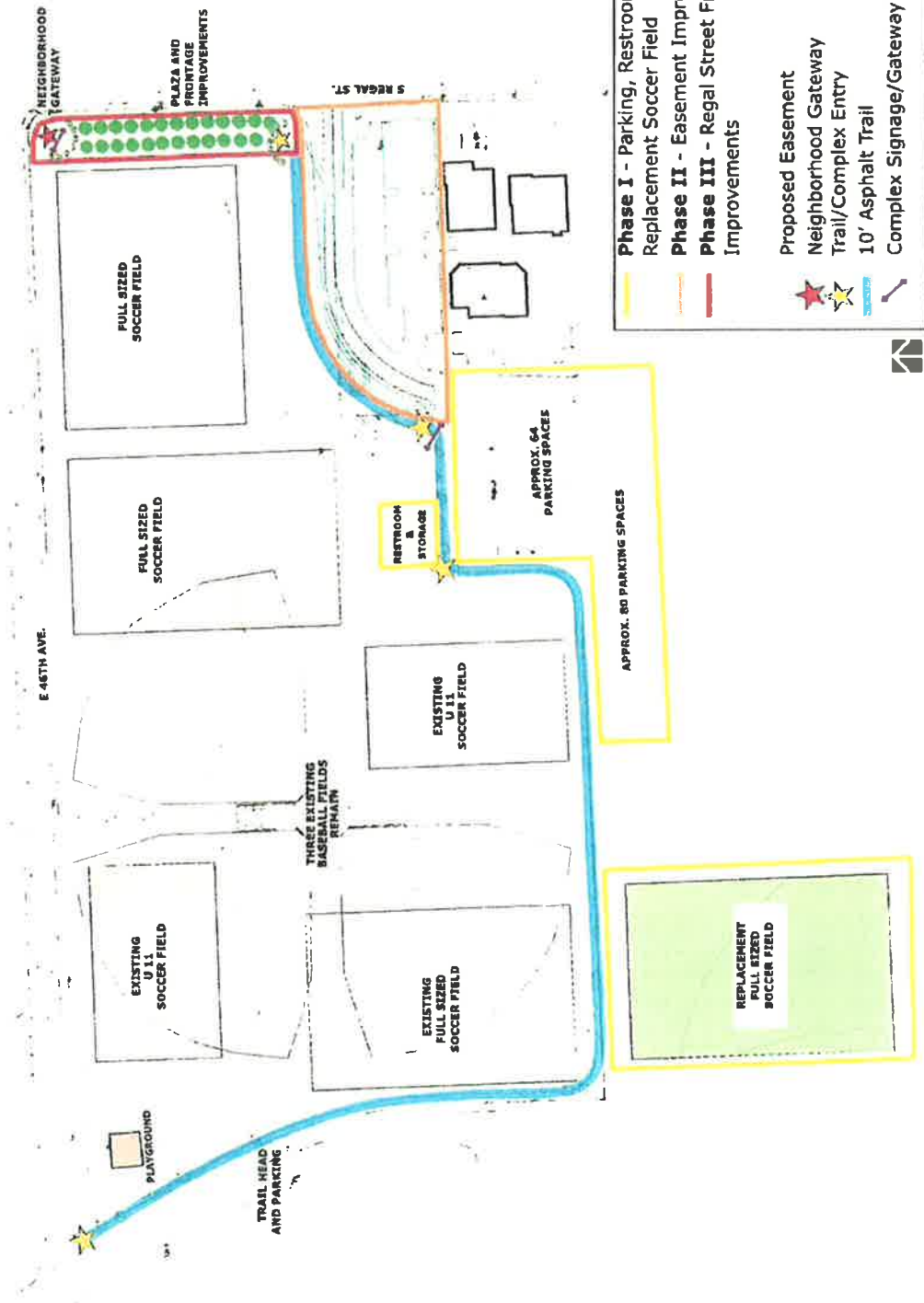
34041.9077

Southside Sports Complex

34041.9077

[Map Use Disclaimer](#)

EXHIBIT C
Conceptual Site Plan



Phase I - Parking, Restroom/Storage and Replacement Soccer Field

Phase II - Easement Improvements

Phase III - Regal Street Frontage Improvements

Proposed Easement

Neighborhood Gateway Trail/Complex Entry

10' Asphalt Trail

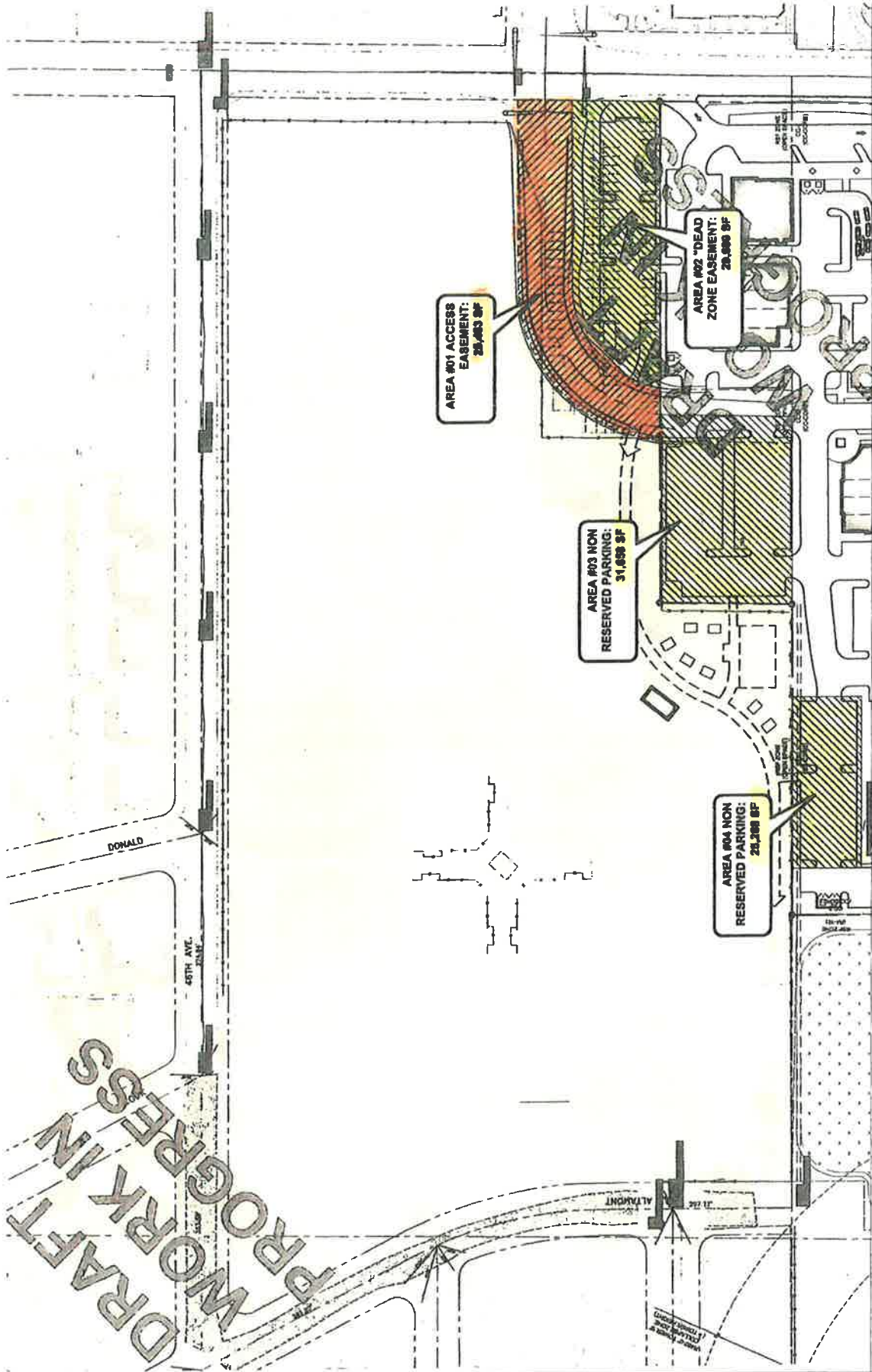
Complex Signage/Gateway

Southeast Sports Complex - Preferred Concept Exhibit B

Michael Terrell Landscape Architecture, PLLC
 1421 N Meadowood Lane, Suite 150
 Liberty
 (509) 922-7449
 March 2, 2016

EXHIBIT D
Easement Area

DRAFT WORKS PROGRESS



Southgate - KXLY

5222 S REGAL ST, Spokane - WA | BWA: 13-175 | Schematic Design |

BERNARDO HILLS
18-01-17-022 PF

2

LICENSE AND DEVELOPMENT AGREEMENT

This License and Development Agreement ("**Agreement**") is made as of this ____ day of _____, 2016 (the "**Effective Date**"), by and between QueenB Radio, Inc., d/b/a KXLY, a Washington corporation ("**KXLY**"), and the City of Spokane, a First Class Charter City acting through the City of Spokane Park Board ("**Park Board**"), hereinafter jointly referred to as "**Parties**" and individually as a "**Party**".

RECITALS

A. The Parties have entered into an Access Easement and Joint Parking Agreement ("**Easement and Agreement**") that provides, among other things, for the dedication of an easement and construction of improvements on real property owned by the Park Board as described in the attached Exhibit A (the "**Park Property**").

B. KXLY owns certain real property in Spokane, Washington, consisting of approximately 14 acres, as described on the attached Exhibit B ("**KXLY Property**"). The KXLY Property contains two existing broadcast towers, a generator building, improvements and open space.

C. Adjacent and to the east of the KXLY Property is an additional fifteen (15) acres of property, owned by KXLY, which is located south of the intersection of Regal Street and the Palouse Highway ("**Adjacent KXLY Property**"). See Exhibit C.

D. The Park Property is presently developed as a youth sporting complex which includes soccer fields, baseball diamonds, surface parking, restrooms and a concessions and storage area/building. In order to construct improvements on the Easement and Agreement, it is necessary to reconfigure a sports field on the Park Property, relocate existing improvements and buildings, plus construct a new sports field on the KXLY Property.

E. Through this Agreement, the Parties desire to cooperate with each other in developing and constructing the identified improvements upon the following terms, covenants and conditions. Exhibit D, attached hereto, contains a depiction of the Improvements (defined herein).

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. The following capitalized terms have the meaning set forth below:

1.1 "**Governmental Approvals**" means the receipt of valid Permits, permission or other approvals and entitlements necessary for the construction, use and operation of the Improvements that are issued by a Governmental Authority.

1.2 "**Governmental Authority**" means any federal, Washington State, Spokane County or City of Spokane governmental entity that exercises executive,

legislative, administrative, regulatory, judicial, or public authority with respect to the Park Property, and/or the KXLY Property.

1.3 **"Improvements"** mean the following:

1.3.1 construction of public vehicle and pedestrian access from the Regal Street and Palouse Highway intersection on a street with associated pedestrian/multimodal improvements into the Park Property ("**Joint Access**");

1.3.2 reconstruction of the parking lot located on Exhibit A;

1.3.3 reconstruction of restrooms, concession and storage buildings with associated underground utilities located on Exhibit A;

1.3.4 construction of sidewalk, hardscapes, signage with landscaping adjacent to the west side of Regal Street from 46th Avenue to the Regal Street and Palouse Highway intersection; and

1.3.5 installation of a soccer field on KXLY Property.

1.4 **"Improvement Work"** means the construction and installation of the Improvements according to the Improvement Plans, requirements of any Governmental Authority and other agreed documents.

1.5 **"Permits"** means all written approvals, licenses, permits, authorizations, consents, grants, franchises, orders, exemptions, deviations, variances, notices or registrations with or by any Governmental Authority under any law, ordinance, regulation or standard that authorizes development and use of the Improvements.

2. Responsibility of KXLY. KXLY through its agents and contractor, shall, at its sole cost and expense, design, engineer, construct, warrant and otherwise develop the Improvements pursuant to all appropriate Governmental Approvals and Permits; KXLY shall be responsible for obtaining all necessary Governmental Approvals including without limitation any design deviations. In addition, KXLY shall design a multi-purpose trail as generally depicted on Exhibit D. This multi-purpose trail shall not be constructed by KXLY, nor considered part of the Improvements.

2.1 Design Standards. The Improvements identified in section 1.3.1 shall be similar in design and construction for those improvements installed by the Park Board on other City sports fields within the past ten (10) years. The Joint Access shall be designed as a local access commercial street with a design deviation to reduce the width of the right of way, address aspects of the site, provide traffic calming features, achieve superior design function and terminate at the Adjacent KXLY Property.

2.2 Submission of Preliminary Improvements Plans. KXLY shall submit to the Parks Department preliminary plans which contain (i) a site plan depicting the proposed Improvements, to include but not be limited to, the location of buildings, structures, pedestrian and vehicle ingress and egress to the Park Property, (ii) renderings showing the elevation and general appearance of the Improvements, and (iii) such other matters that will reasonably lead to the development of the Improvement Plans set forth in Section 2.4 below, hereinafter "**Preliminary Improvements Plans.**"

The Parties shall meet and confer in good faith in order to reach agreement on the Preliminary Improvements Plans. The Park Board shall approve or disapprove of the Preliminary Improvements Plans within thirty (30) days from KXLY's delivery of the Preliminary Improvements Plans; provided, the Park Board shall not unreasonably withhold, condition, or delay approval of the Preliminary Improvements Plan. In the event the Parks Department disapproves the Preliminary Improvements Plans, KXLY shall revise the Preliminary Improvements Plans as KXLY deems necessary, and thereafter resubmit the same to the Parks Department for review and approval, which approval of the Preliminary Improvements Plans shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to resolve any disagreement over the Preliminary Improvements Plans within a reasonable period of time not to exceed thirty (30) days following KXLY's delivery of the revised Preliminary Improvements Plans, then either Party may invoke the provisions of Section 7 of this Agreement.

2.3 Park Board Approval of Final Improvement Plans. Within one hundred (180) days after approval of the Preliminary Improvements Plans, or as otherwise mutually agreed, KXLY shall prepare or cause to be prepared the following documents, in substantial conformance with the approved Preliminary Improvements Plans for review and approval by the Parks Department:

2.3.1 documents, including but not limited to working drawings, elevations, plans and specifications which will be the basis for construction documents, along with identifying the persons and entities that will develop, design, and construct the Improvements (the "**Improvement Development Plan**"); and

2.3.2 a schedule for the completion of the Improvements according to the Improvement Development Plan ("**Improvement Schedule**").

The identified terms set forth in 2.2.1 and 2.3.2 above are collectively referred to as the "**Improvement Plans.**"

The Parties shall meet and confer in good faith in order to reach agreement on the Improvement Plans. The Park Board's approval of the Improvement Plans shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to resolve any

disagreement over the Improvement Plans within a reasonable period of time not to exceed thirty (30) days following KXLY's delivery of the Improvement Plans, then either Party may invoke the provisions of Section 7 of this Agreement.

2.4 Governmental Approval of Improvements. KXLY shall, at no cost or expense to the City of Spokane and/or Park Board, obtain all Governmental Approvals and Permits that are required for the Improvements to be done on the Park Property and KXLY Property. The Park Board (or the City of Spokane) shall cooperate, review and sign all applications for Permits and approvals necessary for construction and promptly provide to KXLY any information in the Park Board's possession that is required to make application for or to obtain any such approvals and Permits

2.5 Construction of Improvements. KXLY shall cause the Improvements to be commenced and completed in accordance with the terms of this Agreement through a licensed, bonded and insured general contractor (the "**General Contractor**"), at no cost or expense to the City of Spokane and/or Park Board. KXLY shall pay the General Contractor's costs and fees to construct the Improvements. KXLY shall indemnify, defend, and hold the City of Spokane and Park Board harmless from any claim(s) that construction of the Improvements was subject to Washington public works and prevailing wage requirements.

2.6 Construction Management. KXLY shall be responsible for, through its General Contractor or otherwise, performing the construction of the Improvements with reasonable care, prudence, attention to quality, timing, and cost control to ensure compliance with the terms of this Agreement.

2.7 Construction Inspection. KXLY and the Park Board shall each designate a qualified person to inspect and confirm the Improvements are constructed in accordance with the Governmental Approvals and Permits, and all applicable laws. The Parties and designees shall have the right to make reasonable inspection of the construction progress at all times, provided that such inspection is coordinated with the General Contractor's representative at the construction site and does not unnecessarily interfere with the progress of the Improvements.

2.8 Bonds, Liens and Warranty. The General Contractor shall provide payment and performance bonds guaranteeing: (a) the payment of all laborers, suppliers and material men and (b) the performance of the Improvements, respectively. KXLY shall indemnify, hold harmless, and defend the Park Board from and against any lien and pay the lien plus reasonable attorney fees without cost or expense assessed against the City or Park Board. The General Contractor shall warranty the Improvements to be free from defects, subsidence and failure for a period of two (2) years after final acceptance by the Parties. The Park Board shall be a beneficiary of this warranty.

2.9 Compliance. The Improvements shall be completed in compliance with the Plan and all applicable Governmental Approvals and Permits, all applicable laws and the terms of this Agreement. No changes shall be made to the Plan or any Governmental Approvals or Permits without the Parks Department prior written approval.

2.10 Availability of Collected Stormwater. KXLY intends to collect and store stormwater on the KXLY Property in a pond or similar feature. KXLY agrees to permit the Park Board to use the collected stormwater for irrigation at its cost and expense. KXLY will install "Purple Pipe" from the developed stormwater pond to an area adjacent to the sports field developed on the KXLY Property.

3. License and Real Property Interests.

3.1 License. The Park Board hereby grants KXLY, General Contractor and their respective consultants a non-exclusive license to enter and remain on areas of the Park Property as reasonably necessary ("**Licensed Area**") to inspect, stake or mark, demolish, construct, improve and otherwise install and complete the Improvements in accordance with the terms of this Agreement. KXLY shall, and shall cause its agents, consultants, and General Contractor to, exercise best efforts to avoid creating unreasonable noise, dust or other inconvenience to patrons, guests and invitees of the Park Property. The Improvements construction shall be performed with due care, returning the remainder of the Licensed Area to the condition in which it was found, reasonable wear and tear excepted. Without limiting the foregoing:

(a) Representatives of KXLY, General Contractor and the Parks Department shall meet periodically, as requested, in order to establish the particular details and scheduling of the Improvements that may (i) cause significant noise, dust, fumes or odors (such as, by way of example and not limitation, demolition, excavation, paving, and painting), (ii) involve the movement of construction vehicles or heavy equipment in areas regularly used by patrons, guests, invitees or employees using the Park Property, (iii) alter regular pedestrian or vehicular access to the Park Property or (iv) otherwise materially disrupt the normal operation and use of the Park Property, to the extent commercially practicable, so as to eliminate or minimize interference with the normal operation of the Park Property.

(b) KXLY, its agents, consultants, and General Contractor shall, and they shall cause all subcontractors to, take all appropriate safety measures to protect patrons, guests, invitees, and employees of the Park Board from injury or damage.

(c) The Parties, their agents, consultants, and contractors shall cooperate and coordinate construction activities in a manner that does not interfere with or delay the Improvements.

4. Term. This Agreement shall commence on the Effective Date and shall terminate upon (a) completion of the Improvements and the execution of a Lease Agreement where KXLY leases the developed sports field in section 1.3.5 to the Park Board upon the following terms: (1) the rent is one dollar (\$1.00) per year; (2) the initial term is 20 years with the Park Board given one right to renew for an additional 20-years upon the same terms; (3) the use, occupancy, maintenance and liability shall be at the sole expense of the Park Board; and (4) subject to additional terms, conditions and covenants that are usual and customary in similar agreements. The Lease shall contain a First Right of Refusal that may be exercised at the end of the renewal term.

5. Indemnity.

5.1 Indemnification Obligation. KXLY shall defend, indemnify and hold the Park Board, and its officers, directors, employees, agents, contractors, lessees, guests, invitees, successors and assigns of each of the foregoing (collectively, the **"Park Board Indemnitees"**) harmless against and from any and all claims, costs, damages or expenses arising from the conduct, management, or performance of the Improvements, including, without limitation, any and all claims arising from: (a) any breach or default on the part of KXLY or the General Contractor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of KXLY, the General Contractor, or any of their agents, servants, employees, contractors, subcontractors, or licensees. Such indemnity shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any of the Park Board Indemnitees by reason of any such claim. KXLY, on notice from the Park Board, shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein.

5.2 Limitation on Indemnification. If and to the extent this Agreement is a contract or agreement subject to Revised Code of Washington (**"RCW"**) Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which KXLY agrees to indemnify the Park Board Indemnitees against liability for damages arising out of bodily injury to persons or damage to property (**"Damages"**) in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement to the Park Board Property (**"Indemnities"**) will be limited by the provisions of this Section 5.2. None of such Indemnities will apply to Damages caused by or resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this Section 5.2 will automatically and without further act by either Party be deemed amended to remove any of the limitations

contained in this Section 5.2 that are no longer required by then-applicable law. KXLY and the Park Board have specifically negotiated the waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize KXLY from its obligations under Section 5.1 and this Section 5.2.

6. KXLY's Liability Insurance.

(a) KXLY shall, or cause its General Contractor to purchase and maintain such insurance set forth below that may arise out of or result from KXLY's or the General Contractor's acts or omissions under this Agreement to include its agents, contractors or anyone acting on behalf of KXLY.

(b) The comprehensive general liability insurance shall include premises operations (including explosion, collapse, and underground coverage), elevator, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

(c) The comprehensive general and automobile liability insurance shall be written for not less than limits of liability as follows:

(A) Comprehensive general liability insurance with a limit not less than \$1,500,000.00 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, and liability assumed under an insured contract.

(B) Comprehensive automobile liability insurance with a limit of not less than \$1,500,000.00 each occurrence covering liability arising from bodily injury and property damage.

(C) Professional liability insurance with a limit of not less than \$1,500,000.00 including errors and omissions or equivalent coverage for claims arising out of KXLY's, its contractors' (including the General Contractor) and their subcontractors' negligent or willful errors or omissions during the performance of the construction services contemplated by this Agreement. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.

(d) The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or be nonrenewable until at least thirty (30) days' prior written notice has been given to the Park Board. Certificates of insurance from KXLY and the General Contractor showing such coverages to be in force and naming the Park Board as an additional insured shall be filed with the Park Board prior to commencement of the Improvements.

7. Dispute Resolution.

7.1 If either party has a disagreement, dispute, claim, or seeks relief ("**Dispute**") against the other party under this Agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the Dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the Dispute. If the Dispute is not resolved within five (5) days from the notice, the matter may be resolved according to section 7.2.

7.2 Following conclusion of the process in section 7.1, the Project Neutral (defined below) shall impartially consider the Dispute and render a written decision that is final and binding. The Project Neutral shall be jointly selected within ten (10) days of delivery of the Dispute and be a design professional (such as an architect) who has knowledge of similar property and projects in Spokane County.

The Project Neutral's decision shall be based upon the facts and legal authority relating to the Dispute. The Project Neutral may conduct an independent investigation into any presented matter and may request the Parties submit additional information. The Project Neutral shall conduct a hearing and then issue a written decision within thirty (30) days of the delivery of the Dispute. The Parties shall share the fees and costs of the Project Neutral.

8. Events of Default; Remedies.

8.1 Events of Default -- KXLY. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Park Board may, at its option, declare an "Event of Default" under this Agreement:

(a) KXLY fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the Park Board or creates a material risk of injury to person or damage to property;

(b) KXLY fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure is not within the terms of Section 8.1(a) above, and continues for a period of ten (10) days after written notice from the Park Board;

(c) if any representation or warranty made by KXLY in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, KXLY shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from the Park Board;

(d) any Governmental Approvals or Permits required to perform the Improvement expire or otherwise are not in full force and effect.

8.2 Events of Default -- the Park Board. If the Park Board fails to comply with any term or fails to perform any of its obligations under this Agreement for a period of thirty (30) days after written notice from KXLY, KXLY may, at its option, declare an Event of Default under this Agreement.

8.3 Cure. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting Party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting Party's control, the period of time in which defaulting Party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.

8.4 Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Improvements, (b) bond or discharge any lien upon such Party's property not bonded or discharged by the defaulting Party as required hereunder, (c) specifically enforce the defaulting Party's unperformed obligations, and (d) seek arbitration as set forth in Section 7 herein or exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction.

9. Forced Delay. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, general lack of transportation, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures to act of Governmental Authority after diligent best efforts to cause the Governmental Authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this Section 9, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension and shall revise the Skywalk Plan to reflect the resulting extension.

10. Notice. All notices required or permitted to be given hereunder shall be in writing, may be given by personal delivery, United States mail (certified, return receipt requested) or overnight delivery by a service retaining evidence of delivery, and shall be deemed delivered when received at the address set forth below.

If to the Park Board: Attn: Leroy Eadie, Director of Parks and Recreation
5th Floor City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

With copies to: City of Spokane
Office of the City Attorney
City Hall, Fifth Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

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

With a copy to: Stanley M. Schwartz
Witherspoon Kelley
422 West Riverside Avenue, Suite 1100
Spokane, WA 99201

11. Binding Effect. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

12. Entire Agreement. This Agreement shall supersede any prior representation or agreement, written or oral. This Agreement shall not be subject to modification or amendment except in a writing executed by both Parties.

13. Attorney Fees. In any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action.

14. Governing Law. This Agreement shall be interpreted and governed by and under the laws of Washington.

15. Authority. If either Party is a corporation or partnership or other entity, each person executing this Agreement on behalf of such Party hereby represents and warrants that such Party is a duly formed and existing entity and has full right and authority to execute and deliver this Agreement and that each person signing on behalf of such Party is authorized to do so.

16. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, KXLY and the Park Board do hereby execute this Agreement as of the Effective Date.

CITY OF SPOKANE, PARK BOARD:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved:

Leroy Eadie, Director of Parks and Recreation

Approved as to Form:

_____, Assistant City Attorney

KXLY:

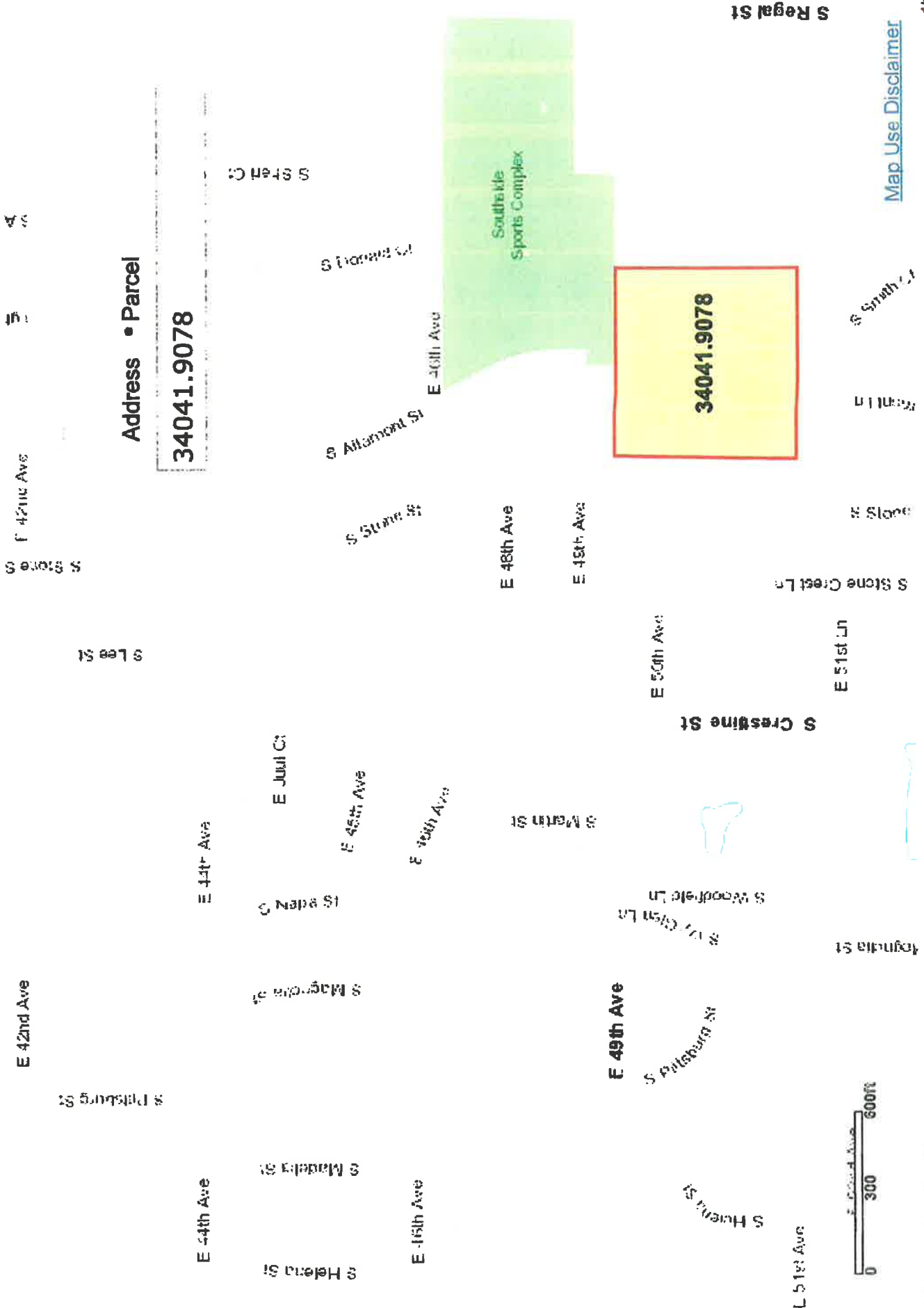
QUEENB RADIO, a Washington Corporation

By: _____
Its: _____

EXHIBIT A
Park Property



EXHIBIT B
KXLY Property





1 1/2 mi

E 48th Ave

E 48th Ave

E 49th Ave

E 49th Ave

E 50th Ave

E 50th Ave

S Lone Ct

S Stone St

S Crestline St

E 51st Ln

E 51st Ln

E 52nd Ln



Address • Parcel

34041.9005

Southeast
Sports Complex

34041.9005

EXHIBIT C
Adjacent KXLY Property



1 mi

1 mi

1 mi

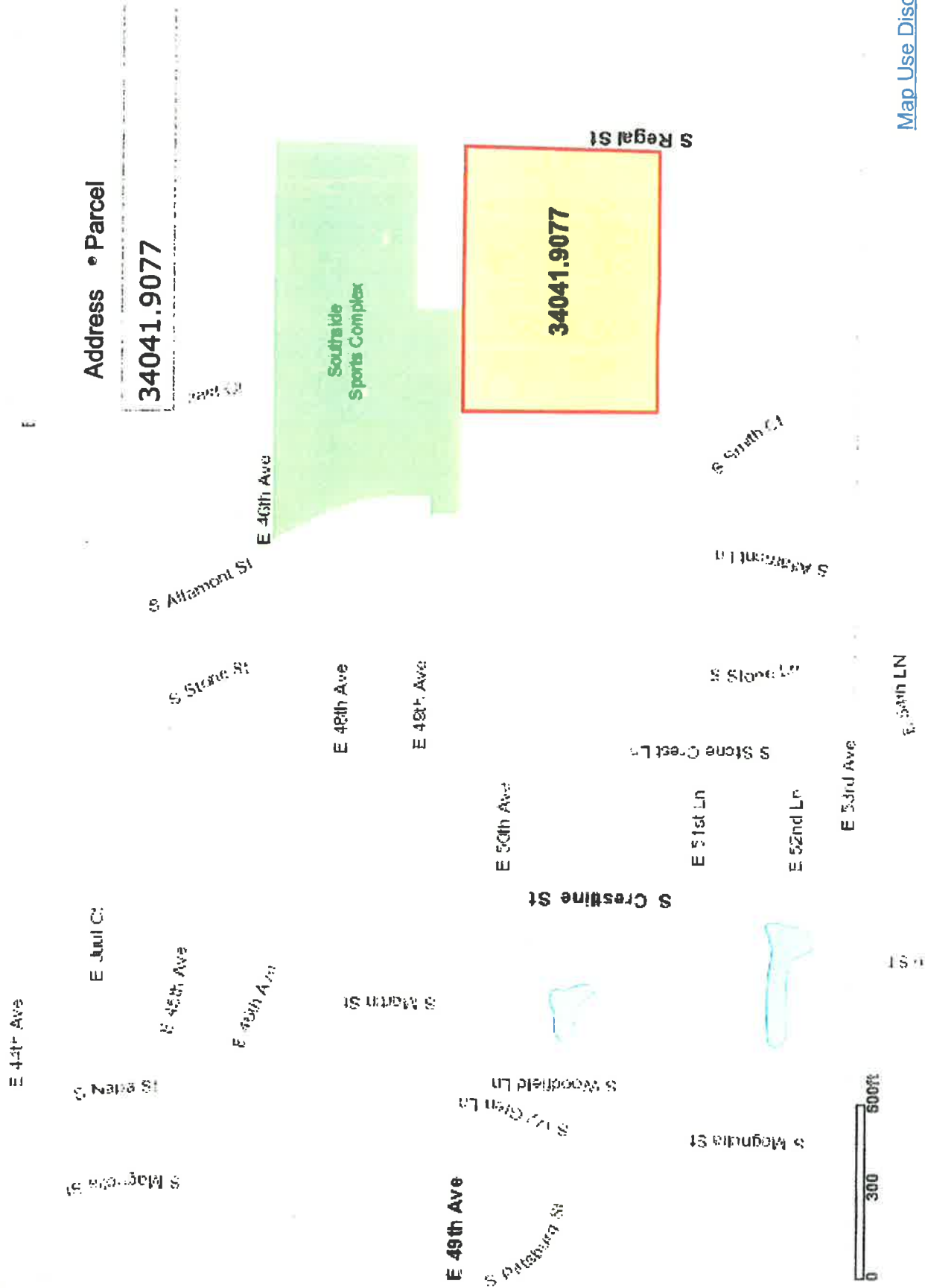
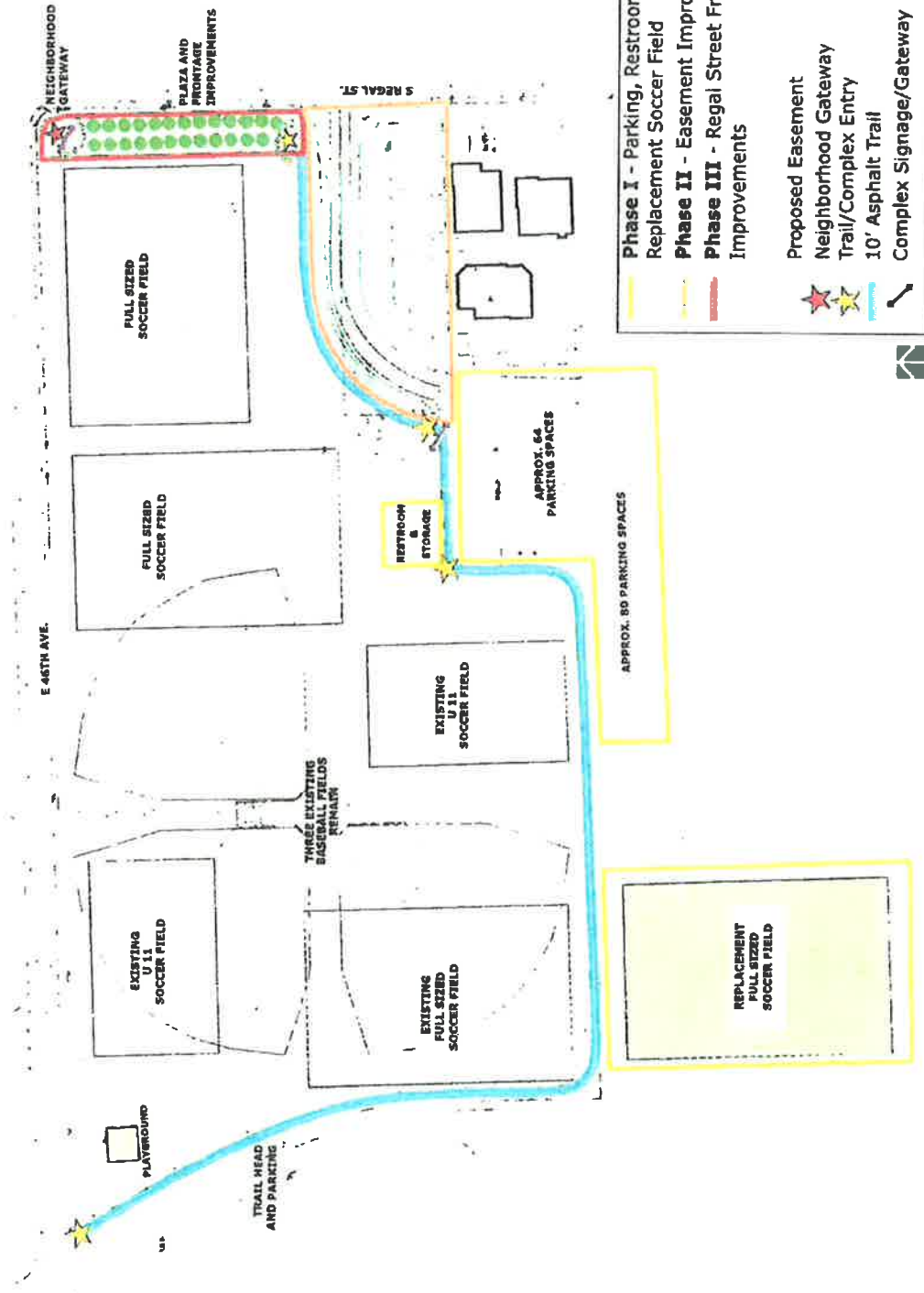


EXHIBIT D
Depiction of Improvements



Southeast Sports Complex - Preferred Concept

Exhibit B

Michael Terrell Landscape Architecture, PLLC
 1421 N Meadowood Lane, Suite 150
 Liberty Lake, WA 99019
 (509) 922-7449
 March 2, 2016

March 10, 2016

QueenB Radio, Inc., a Washington corporation
500 West Boone Avenue
Spokane, WA 99201-2491

City of Spokane, Park Department
Attn: Leroy Eadie, Parks Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

Re: Letter of Intent re Access Easement Terms

The purpose of this non-binding letter ("**Letter of Intent**") is to set forth the preliminary terms and general understanding of both QueenB Radio, Inc., ("**KXLY**") and City of Spokane Park Board ("**Parks**"), with respect to the creation of an access easement and the terms of an agreement concerning the Property (as herein defined). KXLY and the City are jointly referred to as "**Parties**".

This Letter of Intent shall not create binding legal obligations or liability on KXLY or Parks, or on the part of any other person or entity, unless and until such time as definitive agreements (the "**Easement Agreement**") providing for all of the terms, covenants, conditions and understandings of the easement across the Property is executed and binding.

The following sets forth the general understanding and intent of the Parties regarding the proposed Easement Agreement.

1. The Property. The City Park Department owns certain real property in the City of Spokane, Spokane County, Washington, consisting of approximately 16.73 acres, as more particularly described on the attached Exhibit A ("**Park Property**"). The Park Property is located to the north of the property owned by KXLY and is developed as a youth sporting complex, which includes soccer fields, baseball diamonds, surface parking, restrooms, and a concessions and storage area/building. The Park Property is presently zoned RSF.

2. The Easement. KXLY has asked Parks to grant KXLY a non-exclusive easement in, under, through, over and across the Park Property, consisting of approximately 1.27 acres more or less.

3. Purpose. The easement would be for the purpose of facilitating construction of street improvements that will enhance pedestrian and vehicular access to both the Park Property and the property owned by KXLY, in a manner that does not unreasonably interfere with Park's use of the Park Property.

4. KXLY Obligations.

A. KXLY will develop a construction phasing plan and schedule that will maintain and not disrupt existing Park Property services, including public access, athletic programming, parking and restroom facilities.

B. KXLY will repair any and all areas that are disrupted by construction on the easement.

C. KXLY will design, construct and maintain access from the intersection of Regal Road and the Palouse Highway intersection onto Park property. All designs and specifications for the construction of the easement will be based upon accepted City of Spokane Standards, reviewed and approved by Parks. All maintenance, repair, snow removal, etc., will be provided by KXLY.

D. KXLY will replace the existing parking lot with joint use parking on KXLY property. At a minimum, KXLY will provide public access to one hundred nonrestrictive (except for required disabled parking, which is restrictive) parking spaces adjacent to Park Property. All maintenance, repair, snow removal, etc., will be provided by KXLY.

E. KXLY will replace the existing restroom, utilities, concession and storage building, including all necessary utility improvements. All design, programmable space, and specifications for this replacement will be based upon recently installed improvements by the Parks Division and will be reviewed and approved by Parks.

F. KXLY will develop a new full-size soccer field completely on KXLY property. KXLY will agree to lease this developed soccer field to Parks for \$1 per year for twenty years, with an automatic renewal for an additional twenty years on the same terms. All design and specifications will be based upon locally accepted industry standards, reviewed and approved by Parks. At the conclusion of the second twenty-year term ("**Additional Term**"), the property underlying the new full-size soccer field will revert to KXLY and Parks will be under no obligation to maintain it. Parks may simultaneous with the commencement of the Additional Term enter into a First Right of Refusal with KXLY for the purchase of the land underlying the new full-size soccer field on terms amenable to both parties.

G. KXLY will design, construct and maintain the Streetscape Plaza and frontage improvements from 46th Avenue to the Parks/KXLY property line, just south of the Regal/Palouse intersection. All design and specifications will be based upon City of Spokane Standards, related to land use approvals, reviewed and approved by Parks.

H. KXLY will design a multipurpose trail as described on the attached Exhibit B ("**Preferred Concept**").

I. KXLY will provide access to and availability to use storm water from the KXLY properties for future irrigation of adjacent Park properties. To facilitate this use, KXLY will construct and install "purple pipe" from KXLY's intended storm water storage area to a site designated by Parks.

J. KXLY will provide the needed partnership organization documentation for future grant applications in cooperation with Parks.

K. KXLY will work with Parks in engaging the Southgate Neighborhood on designed improvements, including a multiuse trail, streetscape and gateways, and the naming and signage of the complex.

5. Due Diligence.

A. Once this LOI has been approved by the Park Board and signed by the Parties, the Parties shall meet, confer, and exercise best efforts to reach agreement on the form and content of any documents needed to effectuate the creation and grant of the easement. "Best efforts" means the Parties shall devote time and resources to complete the documents contemplated in this LOI prior to April 14, 2016.

B. Final documents creating the easement and agreement setting forth the terms herein shall include a provision that the easement will terminate and revert to Parks, and all obligations of either party will terminate if KXLY does not commence to perform the obligations set forth in Section 4, above, within four (4) years of creation of the easement described in this Letter of Intent.

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

DATED this _____ day of March 2016.

Parks

KXLY

By: _____

By: _____

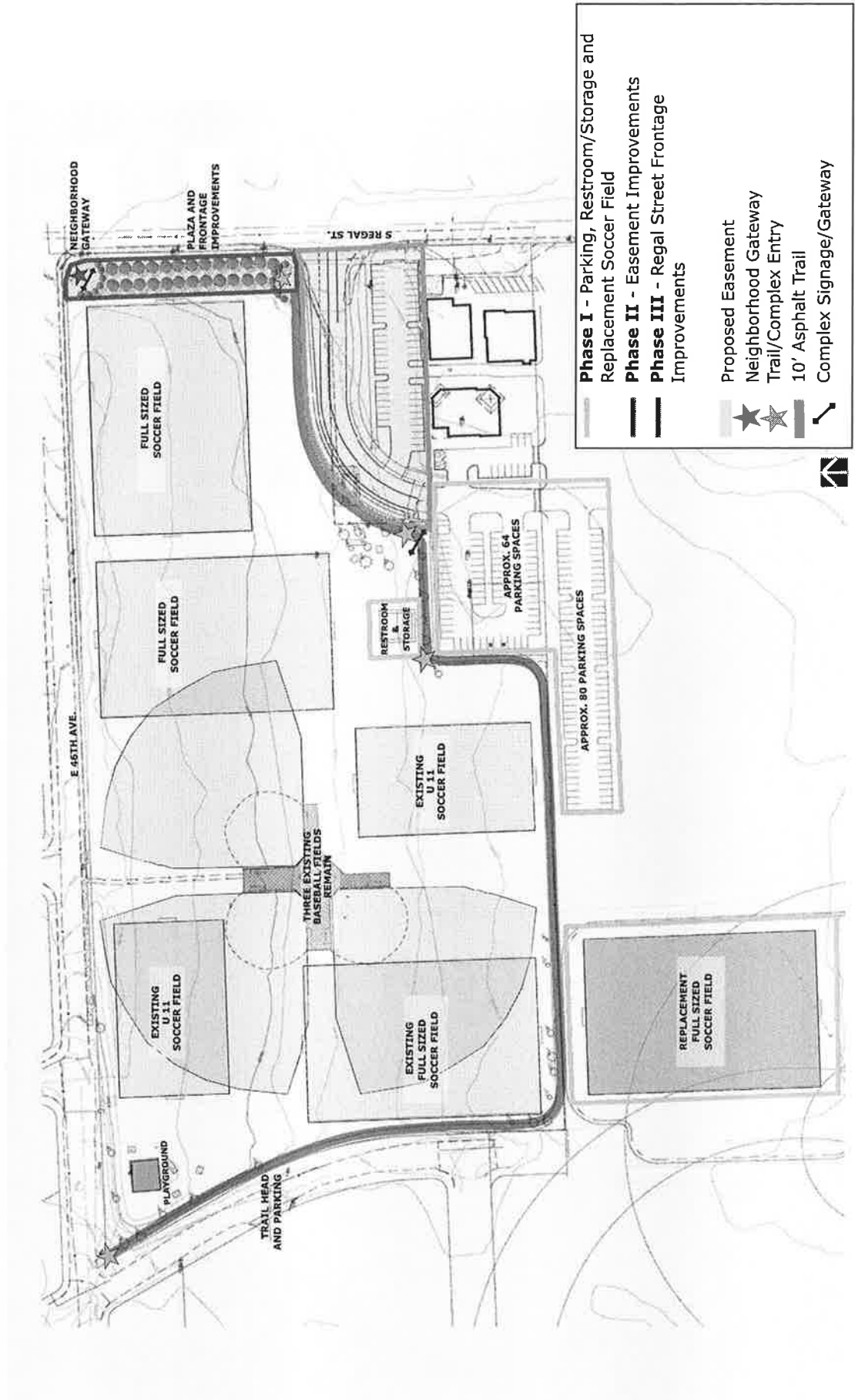
Its _____

Its _____



Southeast Sports Complex - Existing Conditions

Exhibit A



Southeast Sports Complex - Preferred Concept
Exhibit B

4

MEMORANDUM

April 6, 2016

To: Chris Wright, Park Board President

From: Pat Dalton, Assistant City Attorney

Re: Legal Issues Concerning KXLY/Southside Athletics Complex

Dear Chris,

You have asked us to respond to two questions concerning Park Board powers to enter into three agreements contemplated between the Park Board and KXLY. Those questions are (1) may the Park Board agree to a "perpetual easement" across park property in favor of KXLY? And (2) does the Park Board have authority to enter into a long term lease of KXLY property?

The contemplated easement is created in a document entitled Access and Reciprocal Parking Easements. The agreement gives KXLY a perpetual easement across Park Property so that KXLY can access its adjacent property, and in return gives the Park Board a perpetual easement for park users to access and park motor vehicles on KXLY's property. The issue raised by the Park Board is whether section 48 of the City Charter requires a vote of the public in order to grant a perpetual easement across Park Board property.

Spokane City Charter section 48 states in part:

The park board shall have power ... to grant concessions, leases, and privileges under such restrictions and for such compensation as it shall prescribe ... provided that ... no concession, lease or privilege shall be granted for a period of more than three years unless approved by ordinance.

...

Neither the park board nor the city council shall have the power to sell or exchange any existing park or portion thereof without the prior approval of the electorate given by a majority vote at the next ensuing general municipal election or special municipal election, as the case may be.

Under general rules of statutory construction, both of these provisions must be given meaning. The first provision clearly grants the Park Board authority to enter into agreements granting others the privilege to use park property for purposes that are not inconsistent with the Park Board's use of the property – i.e., easements. By contrast, the second provision limits the Park Board's authority to convey ownership of a park, or part of a park, to another.

The Washington Real Property Deskbook (3rd Edition), Section 10.2(1) discusses this issue:

An easement is a privilege to use the land of another. *State ex rel. Shorett v. Blue Ridge Club*, 22 Wn.2d 487, 156 P.2d 667 (1945). It is an interest in land, but not an estate in land. *Bakke v. Columbia Valley Lumber Co.*, 49 Wn.2d 165, 298 P.2d 849 (1956). One cannot have an easement in one's own property, because an easement is merely a use interest, not an ownership interest, in land. *Coast Storage Co. v. Schwartz*, 55 Wn.2d 848, 351 P.2d 520 (1960). In other words, an easement is an incorporeal right or interest in another's property. *Perrin v. Derbyshire Scenic Acres Water Corp.*, 63 Wn.2d 716, 388 P.2d 949 (1964). (Emphasis supplied by underline.)

In *Jones v. Berg*, 105 Wash. 69, 77 (1919), the Court was faced with the question of whether an easement had to be separately recorded under the recording statutes in effect at that time. The purported easement was included in a recorded deed, but the claim was made that there was not sufficient notice to a purchaser. The Court held that the easement did not need to be separately recorded:

'An 'easement' has been defined as a liberty, privilege, or advantage in land without profit, existing distinct from the ownership of the soil. It is a right which one person has to use the land of another for a specific purpose. As more fully defined, it is a privilege without profit, which the owner of one tenement has a right to enjoy in respect to that tenement, in or over the tenement of another person, by reason whereof the latter is obliged to suffer or refrain from doing something on his own tenement for the advantage of the former, a charge or burden upon one estate (the servient) for the benefit of another (the dominant).' *Jones v. Berg, supra*, at 77-78 (emphasis added by underline).

As defined by Washington law, we believe that a perpetual easement is not the “sale or exchange” of a park requiring a vote of the electorate, and falls within the Park Board's authority to grant privileges allowing others to use the land under the Park Board's control. The Charter does require that the City Council approve of a “perpetual” easement. Section 48 of the Charter also provides: “no concession, lease, or privilege shall be granted for a period of more than three years unless approved by ordinance.” Only the Council has the authority to

enact ordinances, so the Council would need to approve of the creation of a perpetual easement.

Your second question is whether the Park Board has the authority to lease land. As part of the transaction contemplated with KXLY, to assure that Parks maintains the same number of full-size soccer fields after the creation of the street easement as currently exist, KXLY has proposed leasing land to the Park Board for 20 years, with an option for a second 20 years. This land will contain a full-sized soccer field. The proposed lease calls for a \$1 per year cost to the Park Board. There is also discussion of including a right of first refusal to purchase the property from KXLY that would extend for some period following the end of the leasehold term (that is, either 20 or 40 years).

There are no Charter restrictions on the Park Board entering into long-term leases of property. Section 48, again, grants power to the Park Board to “purchase, procure, accept ... all parks and grounds used for park purposes.” The City Council must ultimately approve of any “lease” of Park land “granted” by the Park Board for longer than three years, but there is no similar requirement for Council approval for the Park Board to lease land from someone else.

Pat

RCO 2016 Grant Matrix

Project Description	Funding RCO Program	Total Est. Project Cost	RCO Est. Match Amt	Local Est. Match Amt	Match Description
South Gorge Trail The South Gorge Trail upon completion will provide for a mixed-use trail facility for users of all ages and abilities. Additionally the trail's completion will provide for an attractive addition to community of Peaceful Valley, and likely have a positive impact on property values.	WWRP - Trails	\$2,617,725	\$1,300,000	\$1,317,925	Local matches include ALEA Grant (\$418,300), Cash (\$10,000), Grant Other (\$50,000), Grant Private (\$330,000), Levy (\$509,625)
Riverfront Park Great Flood Regional Play Area This proposed project will develop a .5 to 1 acre regional play area within Riverfront Park playground as an outdoor learning and play experience that tells the story of how the Ice Age Floods shaped our region.	LWCF LWCF - Legacy WWRP - Local Parks	\$0-\$500K \$0-\$750K \$0-\$500K \$1,500,000	\$0-\$500K \$0-\$750K \$0-\$500K \$500-\$750K	\$0-\$500K \$0-\$750K \$0-\$500K \$500K-750K	RFP Bond funds will be used to match any potential grants. Project will not exceed \$1.5M but any variety of grants will be applied for up to 50% of these funds.
Three Islands Spokane River Acq. (AKA Sisters Property) This project will acquire over 31 acres with 4,500 feet of high quality shoreline along the Spokane River situated inside the City of Spokane and less than two river miles from downtown. The project will provide public access to the Spokane River along a scenic section of the Spokane River Gorge that was proposed for the preservation mor than a century ago by the Olmstead Brothers.	ALEA WWRP - Water Access	\$1,500,000 \$1,457,800 \$2,957,800	\$1,000,000 \$1,000,000 \$2,000,000	\$500,000 \$457,800 \$957,800	Local match will come from Spokane County Conservation Futures funds
SE Sports Complex This project will re-develop portions of the 17-acre sports complex. Improvements may include the neighborhood park area such as playground equipment, picnic shelters and pathways. Youth baseball/softball improvements may be included as well.	WWRP - Local Parks YAF	\$0-\$1M \$0-\$500K \$0-1.5M	\$0-\$500K \$0-\$250K \$0-750K	\$0-\$500K \$0-\$250K \$0-750K	KXY project RCO Local Parks

ALEA - Aquatic Lands Enhancement Account
 LWCF - Land and Water Conservation Fund
 WWRP - Washington Wildlife and Recreation Program
 YAF - Youth Athletic Facilities

WWRP Categories : Local Parks, Trails and Water Access

**Recreation and Conservation Office
Washington Wildlife and Recreation Program (WWRP)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) South Gorge Trail

This form authorizes submitting application(s) for grant funding assistance for Washington Wildlife and Recreation Program (WWRP) project(s) to the Recreation and Conservation Funding Board as provided in Chapter 79A.15 and 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; *[not required for farmland preservation projects]* and

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of Development *[choose all that apply: acquisition, facility development or renovation, restoration];* and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. The Spokane Park Board *[insert NAME AND TITLE]* is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Garrett Jones & Carl Strong *[insert NAME AND TITLE]* to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Levy, Private, Grants *[insert your anticipated sources]* and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

6. *[Acquisition Projects Only]* We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.
7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
12. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
13. We provided appropriate opportunity for public comment on this application.
14. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Council Chambers Date 4.14.2016

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Stallen March 15, 2016
Assistance Attorney General Date

You may reproduce this form in your own format; text however may not change.

**Recreation and Conservation Office
Land and Water Conservation Fund (LWCF)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) Riverfront Park Great Flood Regional Play Area

This form authorizes submitting application(s) for grant funding assistance for Land and Water Conservation Fund (LWCF) project(s) to the Recreation and Conservation Funding Board as provided in Title 54, U.S.C. Section 200305, 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under provisions of the LWCF program, state grant assistance is requested to aid in financing the cost of Development [choose all that apply: acquisition, facility development or renovation, restoration]; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. The Spokane Park Board [insert NAME AND TITLE] is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes Garrett Jones & Carl Strong [insert NAME AND TITLE] to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Bond Funds [insert your anticipated sources] and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.
6. [Acquisition Projects Only] We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization, the

Recreation and Conservation Funding Board, and the National Park Service in the project agreement or an amendment thereto. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.

7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board, and National Park Service agree to other restrictions in the project agreement or an amendment thereto.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization, the Recreation and Conservation Funding Board, and the National Park Service in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization, the Recreation and Conservation Funding Board, and the National Park Service in the project agreement or an amendment thereto.
10. We have read both the federal guidelines and state policies for the LWCF program and agree to abide by those guidelines and policies, and as LWCF grants are federal funds, our organization must comply with all applicable federal laws.
11. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
12. We provided appropriate opportunity for public comment on this application.
13. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Council Chambers Date 4.14.2016

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Stallen March 18, 2016

Assistance Attorney General

Date

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**Recreation and Conservation Office
Land and Water Conservation Fund (LWCF)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) Riverfront Park Great Flood Regional Play Area

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WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under provisions of the LWCF program, state grant assistance is requested to aid in financing the cost of Development [choose all that apply: acquisition, facility development or renovation, restoration]; and

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Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Teller March 18, 2016

Assistance Attorney General

Date

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**Recreation and Conservation Office
Washington Wildlife and Recreation Program (WWRP)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) Riverfront Park Great Flood Regional Play Area

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7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
12. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
13. We provided appropriate opportunity for public comment on this application.
14. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Council Chambers Date 4.14.2016

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Staller March 15, 2016

Assistance Attorney General

Date

You may reproduce this form in your own format; text however may not change.

**Recreation and Conservation Office
Aquatic Lands Enhancement Account (ALEA)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) Three Islands Spokane River Acq (AKA Sisters Property)

This form authorizes submitting application(s) for grant funding assistance for Aquatic Lands Enhancement Account (ALEA) project(s) to the Recreation and Conservation Funding Board as provided in RCW 79.105.150, 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, under provisions of the ALEA program, state grant assistance is requested to aid in financing the cost of Acquisition [choose all that apply: acquisition, facility development or renovation, restoration]; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. The Spokane Park Board [insert NAME AND TITLE] is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's Web site at: www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes Garrett Jones & Carl Strong [insert NAME AND TITLE] to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Conservation Futures [insert your anticipated sources] and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.
6. [Acquisition Projects Only] We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.

7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions in the project agreement or an amendment thereto.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
12. We provided appropriate opportunity for public comment on this application.
13. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location City Council Chambers Date 4.14.2016

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Stallen March 18, 2016

Assistance Attorney General

Date

You may reproduce this form in your own format; text however may not change.

**Recreation and Conservation Office
Washington Wildlife and Recreation Program (WWRP)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) Three Islands Spokane River Acq (AKA Sisters Property)

This form authorizes submitting application(s) for grant funding assistance for Washington Wildlife and Recreation Program (WWRP) project(s) to the Recreation and Conservation Funding Board as provided in Chapter 79A.15 and 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; *[not required for farmland preservation projects]* and

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of Acquisition *[choose all that apply: acquisition, facility development or renovation, restoration];* and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. The Spokane Park Board *[insert NAME AND TITLE]* is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Garrett Jones & Carl Strong *[insert NAME AND TITLE]* to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Conservation Futures *[insert your anticipated sources]* and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

6. *[Acquisition Projects Only]* We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.
7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
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10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
12. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
13. We provided appropriate opportunity for public comment on this application.
14. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Council Chambers Date 4.14.2016

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Steller March 15, 2016
Assistance Attorney General Date

You may reproduce this form in your own format; text however may not change.

**Recreation and Conservation Office
Washington Wildlife and Recreation Program (WWRP)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) SE Sports Complex

This form authorizes submitting application(s) for grant funding assistance for Washington Wildlife and Recreation Program (WWRP) project(s) to the Recreation and Conservation Funding Board as provided in Chapter 79A.15 and 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; *[not required for farmland preservation projects]* and

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of Development *[choose all that apply: acquisition, facility development or renovation, restoration];* and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. The Spokane Park Board *[insert NAME AND TITLE]* is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Garrett Jones & Carl Strong *[insert NAME AND TITLE]* to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Private Developer/grants *[insert your anticipated sources]* and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

6. *[Acquisition Projects Only]* We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.
7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
12. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
13. We provided appropriate opportunity for public comment on this application.
14. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Council Chambers Date 4.14.16

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Tallen March 15, 2016
Assistance Attorney General Date

You may reproduce this form in your own format; text however may not change.

**Recreation and Conservation Office
Youth Athletic Facilities (YAF)
Application Resolution/Authorization**

Organization Name City of Spokane Resolution No. (if applicable) _____

Project Name and Number (s) SE Sports Complex

This form authorizes submitting application(s) for grant funding assistance for Youth Athletic Facilities (YAF) project(s) to the Recreation and Conservation Funding Board as provided in 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, under provisions of the YAF program, state grant assistance is requested to aid in financing the cost of Development [choose all that apply: acquisition, facility development or renovation]; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IS RESOLVED that:

1. The Spokane Park Board [insert NAME AND TITLE] is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Garrett Jones & Carl Strong [insert NAME AND TITLE] to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Private Developer/Grants [insert your anticipated sources] and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.
6. [Acquisition Projects Only] We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto. We

agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.

7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions in the project agreement or an amendment thereto.
8. *[Development or Renovation Projects only]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty (20) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
10. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
11. We provided appropriate opportunity for public comment on this application.
12. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location Council Chambers Date 4.14.2016

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Teller March 18, 2016

Assistance Attorney General

Date

You may reproduce this form in your own format; text however may not change.

CITY OF SPOKANE PARK BOARD RESOLUTION

A Resolution regarding installation of the "Bearing" sculpture on City of Spokane park land.

WHEREAS, the Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, and

WHEREAS the Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations, and

WHEREAS the Park Board is empowered by the City Charter to improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public, and

WHEREAS, local artist Ildikó Kalapács and the Bearing Public Sculpture Project Board have proposed placement of the conceptual "Bearing" sculpture on City of Spokane park land located west of the downtown area along the Centennial Trail, which proposed sculpture and location are further described in the attached Exhibit "A" and Exhibit "B" respectively, and

WHEREAS, pursuant to Park Board policy (ADMIN 1400-07-03), a joint arts committee was formed consisting of three Park Board members and three members of the Spokane Arts Commission (the "Joint Arts Committee") to consider, among other matters, the proposal to place the "Bearing" sculpture on park land, and

WHEREAS, the estimated cost of fabricating and installing the "Bearing" sculpture is \$260,000.00, a portion of which amount has been pledged by private donors, and additional efforts are underway to secure the balance of necessary funds but require identification of a confirmed site for the artwork for such efforts to be successful, and

WHEREAS, on March 2, 2016, the Joint Arts Committee reviewed the application for placement the "Bearing" sculpture on the proposed site, taking into account the artistic merits of the artwork, the suitability of the site and the artwork to the site, likely

maintenance costs, and other factors, and the Joint Arts Committee recommended acceptance of the "Bearing" sculpture on the proposed site provided (a) the Bearing Public Sculpture Project Board secures all funds necessary for installation and maintenance of the artwork, (b) prior to installation, the Bearing Public Sculpture Project Board sets aside and provides to the Park Board no less than \$10,000 for future maintenance costs of the artwork, (c) that fundraising, fabrication and installation of the work be completed in no more than five (5) years from the date of Park Board approval, and (d) the artist permanently assigns to the City of Spokane Park Board, at no cost, nonexclusive rights to use of images and name of the artwork and the artist's name for purposes of marketing and promoting Spokane parks, which assignment shall be memorialized in a separate agreement between the artist and the Park Board, and

WHEREAS, pursuant to the Park Board policy (ADMIN 1400-07-03), the Park Board has considered the recommendations of the Joint Arts Committee, and supports placement of the the "Bearing" sculpture on the proposed site on the terms and conditions recommended by the Joint Arts Committee,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARK BOARD OF THE CITY OF SPOKANE that the "Bearing" sculpture by Ildikó Kalapács, further described on the attached Exhibit "A," is approved for placement on City of Park land identified in Exhibit "B," provided (a) the Bearing Public Sculpture Project Board secures all funds necessary for installation and maintenance of the artwork, (b) prior to installation, the Bearing Public Sculpture Project Board sets aside and provides to the Park Board no less than \$10,000 for future maintenance costs of the artwork, (c) that fundraising, fabrication and installation of the work be completed in no more than five (5) years from the date of this resolution, and (d) that the artist permanently assigns to the City of Spokane Park Board, at no cost, nonexclusive rights to use of images and name of the artwork and the artist's name for purposes of marketing and promoting Spokane parks, which assignment shall be memorialized in a separate agreement between the artist and the Park Board.

Dated this 14th day of April, 2016.

Park Board President



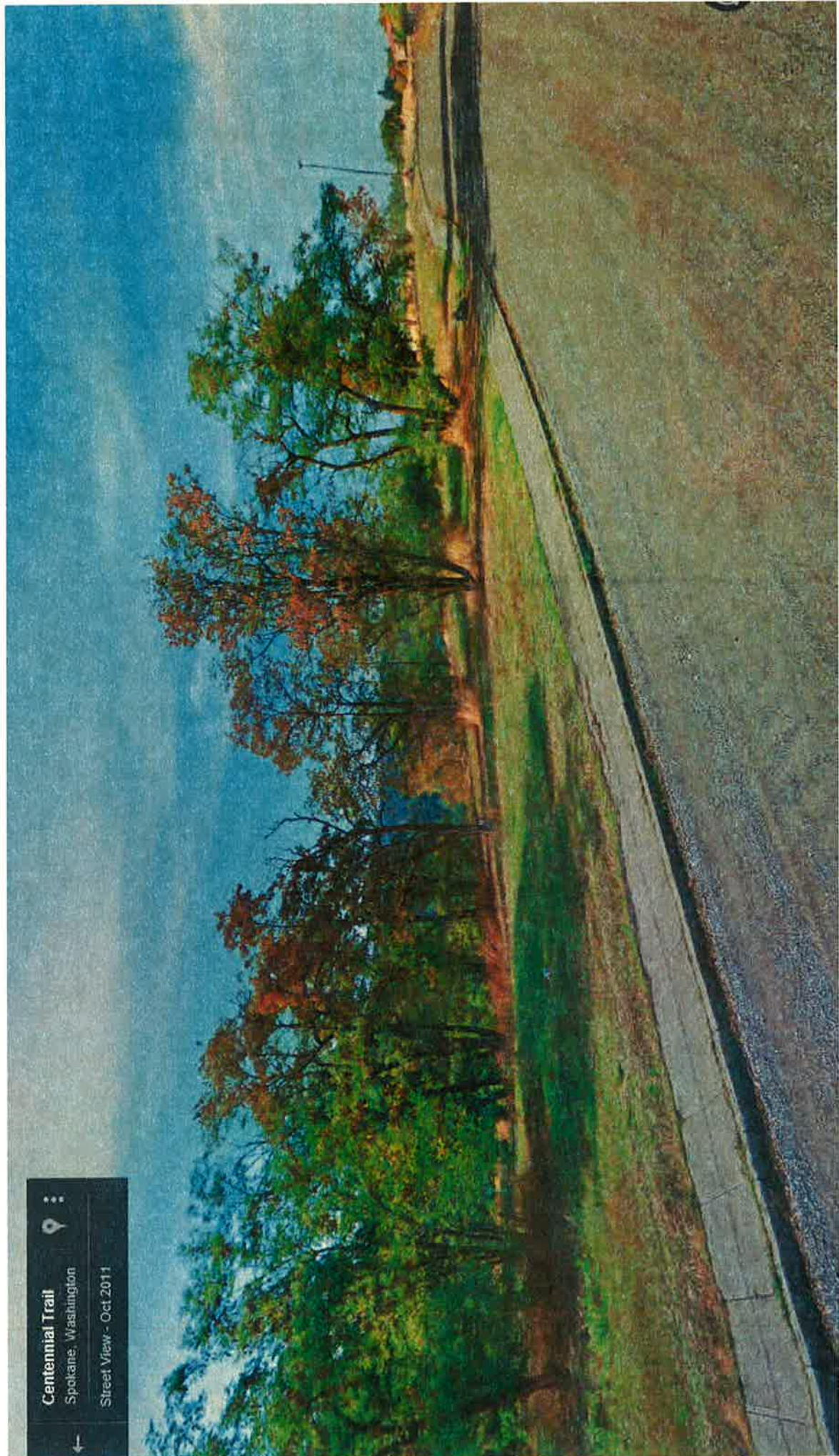
Legend



My Map
January 25, 2016



THIS IS NOT A LEGAL DOCUMENT
The information on this map is compiled from various sources and is not guaranteed to be accurate. The City of Spokane is not responsible for any errors or omissions. The information is provided for informational purposes only.

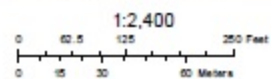


← Centennial Trail
Spokane, Washington
Street View - Oct 2011



City of Spokane GIS

Legend



My Map

January 25, 2016



← Centennial Trail
Spokane, Washington



Street View - Oct 2011



April 12, 2016

Park Board
Spokane City
808 W Spokane Falls Blvd
Spokane, WA 99201

Re: Support of the Bearing statue placement

To Whom It May Concern:

One agenda item on the upcoming Park Board meeting this Thursday, April 14th, is the consideration of a life-size replica of the Bearing sculpture being placed along the Centennial Trail, near the corner of Summit Boulevard and Bridge Street. I am writing to strongly support this agenda item.

Growing up in Utah, a consistently conservative state, my childhood changed dramatically when my mother was appointed in 1969 to fill the term of our State Legislator who moved out of state. Mom was the first woman to represent the Republican Party in quite a while, and as such she took it upon herself to be educated on the issues. She sponsored a number of pieces of legislation over the years, including a redesign of the Utah Department of Transportation. In the 1970s the ratification of the Equal Rights Amendment to the U.S. Constitution became an important and controversial issue across the country, defining/dividing women in every state. Mom chaired the delegation of 12 women from Utah to join over 20,000 other women and attend the National Women's Conference in Houston, Texas in 1977. The majority of women delegates were feminists, but the Utah delegates were not. I watched my mom become a powerful, well-spoken woman who was deeply passionate about, and well educated on, the myriad issues of the time. At that time my father was Deputy Superintendent of Granite School District, the largest school district in the state.

As the daughter of conservative parents, I learned that issues need to be studied and decisions of support or opposition of those issues come from that study not merely from a party affiliation, or other organizational constraint. I learned that moms can cook meals, make and mend clothes, and wash windows while also serving as an extremely popular, well-known, and savvy State Legislator, who won her last election by a landslide larger than any other legislator ever had.

While living in Spokane for many years, and teaching at Eastern Washington University, I attended a number of events with Ildiko and other board members to highlight the Bearing statute and discuss the project. At every event, without fail, the statue and project were met with tremendous support by a wide range of people from all different walks of life, many of whom had served in the military. Not only has the Bearing statue garnered support in the Spokane area, but across the United States, and around the world as well. People who view the statute are moved in a personal way based on their own life experience.

It is without hesitation that I recommend that the Bearing statue be approved for placement on the Centennial Trail near the corner of Summit Boulevard and Bridge Street, as outlined in the Park Board Agenda.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Elizabeth E. Peterson', with a stylized, flowing script.

Elizabeth E. Peterson
Secretary/Treasurer
Bearing Public Sculpture Project
509-998-7756

Why I support the Bearing Project
Patricia Kienholz
The Bearing Public Sculpture Project 501(c)(3)
Board Vice President
12 April 2016

Why I Support the Bearing Project

“A republican can’t be a feminist or care about women’s issues.” These words echo with me. They are a reason I completed a bachelor’s degree at the University of Southern California in *The Study of Women and Men in Society* (SWMS). I finished my first social sciences bachelor’s degree in 1994, signing up for SWMS in what was commonly considered a pre-med minor. After experiencing political bias from instructors and scholars, often related to my critical positions on Marxism, I began to think more about what it meant to have someone tell me that I can’t believe something. One professor accused me of cheating on an essay and required me to reveal the name of the graduate student who wrote my paper. It ended with a private one-on-one discussion quiz about dialectical materialism where I had to explain the concept as evidence of my knowledge base. He raised my grade from an “F – come see me!” to a “C.” Office hours with another social science professor didn’t go much better. I typically left dissatisfied, with his voice resonating, “You’re the anomaly.” I wasn’t “the anomaly,” and his lack of understanding wasn’t an anomaly either.

While preparing this position paper, two prominent female artists came to mind. The first is twentieth century British painter Evelyn Dunbar (1906-60), who was the British Government’s official war artist during WWII and their only woman artist during the war. The second is twenty-first century American sculptor Deborah Copenhaver Fellows whose *Vietnam Veterans Memorial* stands in Riverfront Park and whose recent commission of *Senator Barry Goldwater* will be housed in the National Statuary Hall at the Capitol in Washington DC. Deborah was a close family friend, and my parents donated space in their building so she could sculpt the Bing Crosby statue that is now an icon of Gonzaga student life. When I joined the Bearing Project almost four years ago, I called Deborah to talk about the piece. We discussed what had been missing in war statuary at the time she won the commission for the *Vietnam Veterans Memorial* 1985 in Riverfront Park. She explained that conceptually she wanted to “remove the pugilism ‘boxing’ of war” from the piece, moving beyond the typical way most war memorials glorify war. She wanted the statue to reflect the contemplative real life of a soldier. As I recall, in the statue the letter read by the young male soldier was intended to be a letter Deborah never wrote to a friend who died in battle. The piece is a platonic love story with a tragic ending.

I reference Evelyn Dunbar because her renditions of life in wartime depict the toil and labor of women’s lives, not just the contented and satisfied industrial images so familiar in WWII iconography. While some of her works for the British Women’s Land Army are reminiscent of the famous “We Can Do It” campaign; encouraging women “For a healthy, happy job - Join the WOMEN’S LAND ARMY,” others show everyday life for women in wartime: *Land Army Girls Going to Bed* 1944 (Imperial War Museum, London), *Women’s Land Army Hostel* 1943 (RAF Museum, Hendon), *An Army Tailor and an ATS Tailoress* 1943 (Imperial War Museum, London), *Women’s Auxilliary Air Force* 1944 (Kelvingrove Art Gallery and Museum, Glasgow), *Portrait of an Air Woman* 1944 (RAF Museum, Hendon). Many may not know the reason women artists are disproportionately missing from art history is because of centuries of women restricted legally or culturally from becoming artists, from becoming educated, restricted even from entering churches where they could view mosaics, paintings and statuary. Critics overlooked

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Dunbar's works for most of a century.

As art moves through the ages, we witness struggles between the avant-garde and a culture not quite ready to embrace the future. The cousin of a famous twentieth century American artist, I spent a lifetime encapsulated in this phenomenon. When I was young, the question of being related to Ed Kienholz was something I addressed with caution. Complex social themes exposed in his early works: ageism, racism, sexism, anti-Semitism, poverty and abuse; while opening a discourse where people could come together, learn, and understand; were also a source of humiliation. I learned early to be reserved about support or disapproval. Eventually the world advanced. I came to recognize what I consider the only good attribute that came from Marxism: the focus on unequal access to materialism. We see unequal access in art too such that if one can't afford to go to museums or take art classes, their exposure to the fine arts is quite limited. I like the idea of being able to see a piece of fine art that is paid for by a public that chooses to donate to the common good.

I believe strongly that Ildikó Kalapács' *Bearing* sculpture has an aesthetic impact requisite and worthy of public interest and exhibition.

Author Bio:

My name is Patricia Kienholz (pronounced keen-holtz). I'm 46-years-old and I was born and raised in Spokane. My family has lived in Spokane County since the 1870's. We are sixth generation Spokaneites. I've been asked to write a brief position paper about why as a pro-defense conservative I support the Bearing Project. My family has been involved in Republican politics in the state of Washington since our ancestor Marion E. Hay in 1909 was 7th Governor of Washington. In Iowa, my farming family was involved in Republicanism at the onset of the GOP. My cousin John Fancher (namesake of Fancher Road) established the Air Force Ace of Spades refueling squadron, and fundraised and lobbied to get the first airplane hanger built at Felts Field (precursor to Fairchild Air Force Base). My cousin Gary Meaders is a senior official with the Federal Aviation Administration. My dad, Delbert "Bud" Fancher Kienholz was a WWII veteran stationed in Guadalcanal (Navy), he retired from the City of Spokane. I have two brothers who were in the Navy, one who was a Green Beret (Army). My family was instrumental in electing Ronald Reagan for President. We have ties both nationally and internationally in political and religious arenas. I currently serve in an appointed position as secretary to the executive board of the Spokane County Republican Party. I'm not writing in an official capacity as a Republican, but rather in lieu of a needed conservative voice to talk about artist depictions of conflict and war.

RÉSUMÉ

ILDIKÓ KALAPÁCS

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EDUCATION

Eastern Washington University, Cheney WA — 1988-92
B.A. *cum laude* in Studio Art, Aug 1992

EWU/English Language Institute, Cheney WA — 1987-88

Tömörkény István Art High School, Szeged, Hungary — 1979-83

LECTURES

“Identity in Folklore”, lecture, Art University of Osaka, percussion class, Osaka, Japan, 2012

Spokane Leadership, Class 2012, Talk on The Bearing Pulic Sculpture Project and Discussion of the Arts’ Role in Society, Spokane, WA, 2012

Central European University, Budapest, Hungary, 2010

Soap Lake Art Gallery, Soap Lake WA, 2008

“Straddle”, solo show talk, Dusha Galéria, Szeged, Hungary, 2007

First Western Hungarian Artists’ Traveling Exhibition, Hungarian Cultural Center, Budapest, Hungary Oct 11, 2006

“Frontiers in Marketing”, A Business Workshop for Artists and Entrepreneurs, Lecture and panel discussion, CREATE and WSU Pend Oreille County Extension, Newport, WA, Mar 25, 2006

“Women in Central Europe”, with Wayne Kraft, Women’s Studies Center, EWU, Spokane WA, Nov 2005

Interviewed with Ms. Márta Sebestyén, Women’s Studies Center, EWU, Spokane WA, Nov 2005

Hungarian Japanese Print Show Opening: Talk, Kamiyamada Bunkakaikan, Kamiyamada, Japan, Nov 2002

“Body of Concepts”, Doll Gardner Gallery, Portland OR, Oct 2001

“Dance and Identity”, at “Latte Talks”: Silver Radio Event, Lewiston ID, Mar 2001

“My Professional Activities”, AWE, Spokane WA, Mar 2000

“Equality: Women in my Art “, Lewis-Clark State College, Women’s History Month, Lewiston ID, Mar 2000

“Body Language”, at “Latte Talks”: Silver Radio Event, Lewiston ID, Dec 1999

“Body Language: My Artwork”, Eastern Washington Art Association, Spokane WA, Apr 1998

“Body Language: Expression through Different Media”, WA State Convention and Trade Center, Seattle, Mar 1998

“Folk Culture and Dance of Transylvania”, Whitworth Forum, Whitworth College, Spokane WA, Mar 31, 1997

“Transylvanian Hungarian Folk Costumes”, Spokane Weavers’ Guild, Spokane WA, Nov 12, 1996

“Folk Life in Transylvania”, DOT Northwest Gallery, Portland OR, Jan 13, 1995

“Travelling in Transylvania: A Personal View”, Corbin Art Center, Spokane WA, Oct 27, 1993

ART IN PUBLIC SPACE

In-progress: Bearing Public Sculpture Project: <http://thebearingproject.com/>: artist and executive director

“Dream Catcher”, PPINW (Planned Parenthood), Spokane WA, 2008

“Relief”, Spokane Hospice, WA, 2008

Stazione Sawasaki, various art works, Osaka, Japan, 2002-2006

Kamiyamada Bunkakaikan, Computer Print Works in Collection, Kamiyamada, Japan, 2002

“Pushing Thirty”, 20’ x 15’ Exterior Wall Mural, Lindaman’s, Spokane WA, 1998

“Identity: Cultural Overlaps, Borders, Directions”, 23’ x 45’ Exterior Wall Mural, Street Music Store, Spokane WA, Aug 1997

“Raw Energy”, 15’ x 90’ Exterior Wall Mural, Davenport Arts District Project, Spokane WA, Sep 1994

EXHIBITIONS

Pacific Flyway Gallery, Spokane Valley, WA, 2015

Group, NewMoon Gallery, Spokane, WA, 2015

Group, ArtVenice Biennale 3, 2015, Venice, Italy

Solo, ABURAYA Art Project SANIWA, Kitasaku, Japan, 2015

Salon Solo, Producers’ Club Gallery, New York, NY, 2015

Group, The Bearing Project and Friends, MAC, Spokane, WA, 2015

Solo Show, Steam Plant Gallery, Spokane, WA, 2015

Group Show, MAC, Dean Davis invitational, Spokane, WA, 2014-15

Group, Estrogenius Festival, New York, NY, 2014

Exhibition and sculpting demo, Northwest Museum of Art and Culture, Spokane, WA, 2014

Solo, Aunite's Bookstore Gallery, Spokane, WA, 2014

Group, Bozzi Gallery, Spokane, WA, 2014

Solo, StageLeft Theatre Gallery, Spokane, WA, 2013

Solo, Kolva-Sullivan Gallery, Spokane, WA, 2013

Solo, MAC, Moses Lake Art Museum, WA, 2013

Solo, Gilhorn Gallery, Spokane WA, 2013

Solo, Calli's Gallery, Spokane WA, 2012

Area 58 Gallery, 2011-12, Spokane, WA

Red Shoe Auction, Spokane, WA, 2011

Spokane Riverkeeper Auction, Mason Bldg., Spokane WA, 2011

Solo, Bankleft Gallery, Palouse WA, Oct, 2011

Solo, Grand Ronde Cellars Gallery, Spokane WA, Sep, 2011

Group, Thamm Gallery, Spokane WA, July/Aug, 2011

Group/Featured Artist, Art with a Heart Gallery, Seattle, WA, July, Aug, 2011

Solo, Central European University, Soros Foundation, Budapest, Hungary, 2010

Solo Show, Lonely Canary Gallery, Spokane WA, 2010

Two-person Show, Bank Left Gallery, Palouse, WA, 2010

Invitational Traveling Group Show by Landfill Art Project (to benefit green non-profits), PA, 2009

Spokane Valley Art Auction Show , Spokane Valley, WA, Sep 2009

Group Show, All Media Juried Show, Chase Gallery, Spokane WA, Aug 2009

Solo Show, "Pushing Against the Wall", Two Wall Gallery, Vashon Island, WA, Aug, 2009

Group Show, Moses Lake Art Museum, One Year Outdoor Sculp Exh., May 2009-May 2010

Solo Show, "Domestic Patterns", Kolva Sullivan Gallery, Spokane WA, June 2009

Group, "Feminist Exhibition", Tacoma Com. Coll., Tacoma WA, March 2009

Group Show, "The Feminist Myth", ArtsWest, Seattle WA, March, 2009

Group Show, "Up Against the Two Wall", Two Wall Gallery, Vashon WA, Oct 2008

Solo Show, Soap Lake Art Gallery, Soap Lake WA, Oct 2008

Solo Show, "Balance", The Purple Turtle, Spokane WA, 2008

Group Show, Artist Trust Auction, Seattle WA, Feb 2008

Solo Show, Spokane Unitarian Universalist Church Gallery, Spokane WA, Dec, 2007

Solo Show, “Straddle”, Dusha Gallery, Szeged, Hungary, Aug-Sep, 2007

Group Show, I. World Exh of Hun Am Artists, Cultural Center, Nyíregyháza, Hungary, Nov, 2006-07

Group Show, Muhely Galéria, Szentendre, Hungary, Sep-Oct, 2006

Group Show, Szalóky Galéria, Budapest, Hungary, Oct, 2006

Group Show (Traveling), I. World Exhibition of Hungarian Visual Artists outside of Hungary, Hungarian Culture Center, Castle District, Budapest, Hungary, Oct 2006

Group Show, Artist Trust Art Auction and Exhibition, Seattle WA, Feb, 2006

Solo Show, Tinman Art Works, Spokane WA, Nov 2005

Group Show, Just Art, 2nd Annual Art Auction, Seattle WA, Aug 2005

Solo Show, Esztergom, Hungary, 2005

Solo Show, Annual Veroce Artists’ Festival, Veroce, Hungary, Dec, 2004

Solo Show, Alpári Studio, Veroce, Hungary, Dec, 2004

Group Show, “Best of the Year”, Tinman Gallery, Spokane WA, Dec, 2004

Solo Show, “Off the Wall”, Brick and Mortar Gallery, Tacoma, WA, Nov-Dec, 2004

Solo Show, “New Sculptures”, Goodworks Gallery, Spokane WA, June 2004

Solo Show, Brick and Mortar Gallery, Tacoma WA, May-Nov 2004

Group Show, “Impressions”, an exhibiton of prints by women from the Jundt Art Museum’s permanent collection, Spokane WA, Jan-Mar 2004

Two-person Show, “Contexture”, Tinman Gallery, Spokane WA, Jan 2004

Solo Show, “Resilience”, commissioned sculptures, A Commemoration of the Victims of September 11, 2001, Gallery of the Hungarian Embassy, Washington, D.C., Sep 2003

Group Show, MAC (NW Art Museum), Northwest Contemporary Figuration, Spokane WA, Jul 2003

Solo Show, Hungarian Consulate Art Gallery, New York, Apr 2003

Group Show, Works from the Heart, MAC (NW Art Museum) Art Auction, Spokane WA, Feb 2003

Group Show, 6th Japanese Hungarian Print Art, Kamiyamada Art Center, Kamiyamada, Japan, Nov 2002

Group Show, Gallery International, Baltimore, Maryland, Nov, 2002-Feb 2003

Group Show, Good Works Art Gallery, Spokane WA, Jul, 2002-Jul 2003

Group Show, Old City Music Bldg., “Just Nudes”, Spokane WA, Jul-Aug 2002

Group Show/Auction, Works from the Heart, MAC (NW Art Museum), Spokane WA, Feb 2002

Solo Show, Pioneer Square Technology Corporation’s Art Gallery, April 2002 June 2002

Solo Show, Pioneer Square Healing Arts Gallery, Seattle WA, Nov 2001-Jan 2002

Solo Show, Cameo, Spokane WA, Oct 2001

Group Show, Slide Installation, “Salon des Refuses”, Bellevue Art Museum, Seattle WA, Oct 2001-Jan 2002

Group Show, “Paint on Hemp”, 1019 Gallery, Spokane WA, Jul-Aug 2001

Solo Show, “Body of Concepts”, Doll Gardner Gallery, Portland OR, October 2001

Group Show, Live After Five, Art for Design Artists’ Group, Spokane WA, Jul-Aug 2001

Group Show, Galéria XXI, Budapest, Hungary, May 2001-June 2002

Group Show, Euro Art Gallery, Victoria B.C., Canada, Ap-May 2001

Group Show, Vancouver OB/GYN Exhibition, Vancouver, WA, Feb-Aug 2001

Solo Show, 4th Annual Spokane Area Women’s Leadership Conference, SCC, Spokane WA, Feb 2001

Solo Show, “Figuratively Speaking”, Walden’s Art Gallery, Seattle WA, Jan/Feb 2001

Group Show, “Come out and Play”, “Alive after Five” Art Walk, by Art For Design Artists’ Group, Spokane WA, June, Jul, Aug, October 2000

Solo Show, 5th Annual Juried Greenwood Art Walk, Seattle WA, May 2000

Group Show, “Head Cheese”, Fort Haggis Gallery, San Francisco CA, Apr 2000

Solo Show, Southeastern Community College, West Burlington IA, Apr 2000

Group Show, “People as Material”, California College of Arts and Crafts, San Francisco CA, Mar 2000

Solo Show, Spokane Area Women’s Leadership Conference Art Exhibition, SCC, Spokane WA, Feb 2000

Group Show, Spokane Visual Arts Tour, Hotel Lusso Gallery, Spokane WA, Feb 2000

Solo Show, Open Studio, Spokane WA, Dec 1999

Group Show, Spokane Marketplace, by Art for Design, Spokane WA, 1999-2002

Group Show, “An Exhibition”, Eastern’s Alumni, EWU, Cheney WA, Sep-Oct 1999

Silent Bid Art Auction by Art for Design, Nordstrom Department Store, Spokane WA, Aug 1999

Group Show, year-long outdoor sculpture show, Port Angeles WA, Jul 1999-Aug 2000

Solo Show, “Learned Associations”, Hot Flash of America Gallery, Spokane WA, Sep 1998

Group Show, 15th Annual Lewis and Clark Juried Exhibition, Lewis and Clark State College Gallery, Lewiston ID, Jul 1998

Group Show, The Art Spirit Gallery, Coeur d’Alene ID, May-Aug 1998

Solo Show, Geer Gallery, Spokane WA, May 1998

Group Show, Anniversary Exhibition, Dada Gallery, Spokane WA, May 1998

Group Show, The Groove Gallery, Spokane WA, Apr-Dec 1998

Two-Person Show, The Art Gallery, Spokane WA, Apr 1998

Solo Show, Spokane Art Supply Gallery, Spokane WA, Mar 1998

Solo Shows, The MET Theater and the Metro Mall Gallery, Spokane WA, Feb 1998

Two-Person Show, Magna Gallery, Seattle WA, Jan-Mar 1998

Group Show, Northwest Stone Sculptors’ Association Sculpture ’98 Exhibition, Washington State Convention and Trade Center, Seattle WA, Jan-Mar 1998

Solo Show, Dada Gallery, Spokane WA, Nov 1997

Two-Person Show, “Identities”, Street Music Gallery, Spokane WA, Aug-Sep 1997

Solo Show, Open Studio, Spokane WA, June-Jul 1997

Solo Show, “Body Language”, Interstate Firehouse Cultural Center Main Gallery, Portland OR, May 1997

Two-Person Show, “Inspired by Form”, Mount Angel Fine Art Gallery, Mount Angel OR, May 1997

Group Show, “The Woman’s Influence”, Grants Pass Museum, Grants Pass OR, Mar 1997

Group Show, “Raw Space”, Raw Space Gallery, Spokane WA, Feb 1997

Faculty Show, Corbin Art Center, Spokane WA, Sep 1996

Faculty Show, Spokane Art School, Spokane WA, Sep 1996

Group Show, “Artists of the Art Commission”, Chase Gallery, Spokane WA, Apr 1996

Group Show, “Art and the Newspaper”, Spokane Art School, Spokane WA, Feb 1996

Group Show, “Spokane Sampler”, Cheney Cowles Museum, Spokane WA, Dec 1995

Group Show, “American-Hungarian Exhibition”, Corbin Art Center, Spokane WA, Sep 1995

Group Show, “Faculty of the Corbin Art Center”, Chase Gallery, Spokane WA, June 1995

Solo Show, Featured Artist, Gallery by the Lake, Coeur d’Alene ID, May-Sep 1995

Group Show, Galaxy Gallery, Spokane WA, April 1995-96

Group Show, Gallery Grand Opening, Galaxy Gallery, Spokane WA, Mar-Apr 1995

Group Show, Berlineta Boxer Gallery, Spokane WA, Jan-Feb 1995

Solo Show, “Body Language”, D.O.T. Northwest Gallery, Portland OR, Jan 1995

Group Show, “Caution: Enter at Your Own Risk”, Eastern Washington University Gallery of Art, Cheney WA, Nov-Dec 1994

Group Show, “Raw Space II”, Davenport Arts District, Spokane WA, Sep-Oct 1994

Three-Person Show, “One Step Beyond”, Momentum Gallery, Spokane WA, Jul 1994

Group Show, “Raw Space”, Davenport Arts District, Spokane WA, Apr 1994

Faculty Show, Corbin Art Center, Spokane WA, Apr 1994

Group Show, “Collaborative Work”, 29th Avenue Artworks, Spokane WA, Feb-Mar 1994

Solo Show, Gallery Grand Opening, Berlineta Boxer Gallery, Spokane WA, January-Mar 1994

Group Show, Davenport Art District — 23 Windows, Davenport Hotel, Spokane WA, Jan-Feb, 1994

Group Show, “The Erotic Show”, Galleri 8, Portland OR, Feb 1994

Group Show, Davenport Art District — 23 Windows, Davenport Hotel, Spokane WA, Oct-Nov 1993

Faculty Show, Corbin Art Center, Spokane WA, Apr 1993

Group Show, “Buttons — Connections — Bonds”, Union Gallery, North Idaho College, Coeur d’Alene ID, Jan-Feb 1993

Group Show, “Buttons — Bonds — Connections: Visual Art and Writing by Regional Women”, Corbin Art Center, Spokane WA, Sep-Oct 1992

Solo Show, PUB Gallery, Eastern Washington University, Cheney WA, Nov 1992

RECOGNITION

Juror, 2014-15 “Selfie” art exhibition, Moses Lake Art Museum, WA, 2015

Nominated for Partner in Justice Award for The Bearing Project, Spokane, WA, 2015

Recipient: Best local artist award (local citizens’ vote), bronze, Spokane/CdA Magazine, 2013

Recipient, Competitive Grant (Art Project: “Bearing”), Puffin Foundation Ltd, Teaneck, NJ, 2007, 2005

Juried into the I. World Traveling Exhibition of Hungarian Diaspora Artists, 2006 (includes published brochure)

Juried into Esztergom Exhibition, Hungary, 2004

Juried into Veroce Arts Festival, Hungary, 2004

Commission of Sculptures for the Commemoration of Sep 11, 2001 at the Hungarian Embassy's Art Gallery, Washington, D.C., 2003

Recipient, Competitive Grant (Art Project: "Dialogue"), Puffin Foundation Ltd., Teaneck NJ, 1998

COLLECTIONS, COMMISSIONS

"Mail Art" Magazine 22, curator" Zsuzsa Lakner, Stuttgart, Germany

Hungarian Embassy Sculpture Commission, Washington, D.C., 2004

Jundt Art Museum, Print Collection, Spokane WA, 2003

Shonda Renee: Twelve Poems, Illustration, Los Angeles, CA, 2003

Private commissions, USA [references available on request]

Private Collections, USA

Private Collections, Germany

Private Collections, Hungary

Kamiyamada Bunkakaikan Collection, Japan, 2002

Kamiyamada Print Commissions, Japan, 2002

Kamiyamada Print Collaboration, Japan, 2002

Private Japanese Collections

VIDEO PRODUCTION

Co-Producer, "At the Crossroads", video documentary on contemporary Hungarian Transylvanian peasant society, 2000-2003

Co-Producer, "The Erdély Dance Group and Erdély, Romania", Community Productions, TCI, Spokane WA, 1997

Producer, "Body Language", video art, Community Productions, TCI, Spokane WA, 1996

VIDEO EXHIBITION

Participant, "Body Language", First Spokane Film Festival, Spokane WA, Sep 1998

REPRESENTATION

Sawasaki Productions, Osaka, Japan

Bozzi Gallery, Spokane, USA

ART REGISTRY

RedCurrentSeattle, www.redcurrentseattle

Artists' Space, New York

Irving Sandler: Online Artists (www.afonline.artistsspace.org)

Lithoumeda Studio: www.icon.pref.nagano.jp/usr/lithoumeda, Kamiyamada, Japan

SWCA Slide Registry, Seattle WA

ART IN PRINT

"Ildikó Kalapács", *CALYX, A Journal of Art and Literature by Women*, 1998, XVIII:1, p. 64

"Bosnia 1993" — "Ildikó Kalapács: Body Language", *Frontiers*, 1997, XVIII:1, p. 132-33

MEDIA REVIEWS

Art Chowder Magazine, Pullman, WA, 2015

“Made in Hungary”; Ildikó Kalapács, Artist Marketing Resources online magazine, July, 2015

“Ildikó Kalapács’ s Exhibition in Karuizawa”, Japanese BS Nippon Television Corporation-Tokyo, Travel Documentary of Hizu Manami and Iwasaki Rizu, created on June 8th, 2015, Broadcast on June 26th, 2015, Tokyo, Japan

Art that heals war wounds, by Jennifer LaRue, Spokesman-Review, Spoane WA, 2015

RiverLit, Spring, 2015, Spokane WA

Sotiris Bekas interview, Athens, Greece, 2015

Femmes Folles Nebraska interview by Sally Deskins, 2015

Flootie interview by Dean Cameron, Spokane, WA, 2015

RiverLit Magazine, art publication, April 2015, Spokane, WA

New York Artists’ Radio Salon Interview by Heidi Russell, Nov 20th, 2014, New York

The Spokane Film Project, PR Video of The Bearing Project, local supporters’ testimonials, Spokane, WA, Feb 2014

“The Bearing Project”, interviewer Stephanie Regalado, KTW Studios, Spokane WA, July, 2013

“Ildikó Kalapács on The Bearing Project” interview by Menrva Labs (Michael B. Main), YouTube video, The Bainbridge Graduate Institute, Seattle WA, Aug, 2012

“The Psychology of Artistry” Ildikó Kalapács Voices Her Artistic Opinion, by Jennifer Larue, Spokane Couer d’Alene Living magazine, Artist Profile, page 166-67, May 2012, Spokane WA

“Sculpted Memory” by Carrie Scozzaro, The Inlander, page 34, April 26, 2012, Spokane WA

“The Bearing Project”, Spokane CDA Woman magazine, Vol, 1., Issue 2, March/April 2012, page 9, Spokane WA, 2012

“The Bearing Project”, article by Ildikó Kalapács, WOMEGO Magazine, Spokane WA, 2011

Interview on The Bearing Project: KHQ Television, Spokane WA, 2011

Interview on Spokane Public Radio on The Bearing Project, Spokane WA, 2011

Interview on KYRS Radio on The Bearing Project, Spokane WA, 2011

Video Documentary: “Ildikó Kalapács: An Artist with a Message”, Eagle Digital Productions, Vashon, WA, 2010

Interview, Civil Radio, by Gábor Dobi, May 2010, Budapest, Hungary

Artist Inter., Duna Telev., Kikoto Kult. Mag., by Zsóka Szabó, May 2010, Budapest, Hungary

Artist Interview, Kossuth Radio, by Farkas Éva, May 2010, Budapest, Hungary

Artist Interview, Kossuth Radio, by Indri Gyula, May 2010, Budapest, Hungary

Artist Interview by Rick Skillman, on CD, Eagle Digital Porductions, 2010

“Spokane Artist at Two Wall” by Elizabeth Shepherd, pA12, Vashon Island Beachcomber, Wed, Aug 5th, 2009

“Faces and Figments”, article by Ann M. Colford, The NW Inlander, p25, June 2009

Duna Television, “Duna tér”, Interview by Bea Farkas, Budapest, Hungary, Aug 2008

Duna Television, Kívánság musor”, interview by József Asbót, Budapest, Hungary, Sep 2008

Kossuth Rádió, Interview by Gabriella Péhl, Budapest, Hungary, Sep 2008

Kossuth Rádió, Interview by Gyula Indri, Budapest, Hungary, Sep 2008

Eve Magazine, Palette Perspective, p26-27, Spokane WA, Apr-May 2008

Eve Magazine, Ildikó Kalapács, Spokane WA, Sep-Oct 2007

Kultúrház MTV interview: “Ildikó Kalapács”, Budapest, Hungary, 2007

“Straddle”, documentary video on Ildikó Kalapács’s career her Szeged solo show opening, Hungarian Public Television/Dusha Galéria, Director Ms. Erika Kocsor Hungary, 2007

Co-star, “Jómóka”, television documentary on Hungarian folk dance/music and artists’ life portraits filmed in Utah, USA; Dunatáj Hungarian Television, Budapest, Hungary, Apr, 2004

Kossuth Radio interview, Budapest, Hungary, 2007

Hungarian Public Television interview, Szeged, Hungary 2007

Telin Television interview, Szeged, 2007

Hungarian Public Television interview, Kultúrház, Budapest, Hungary, 2007

Hungarian Public Television Kultúrház website movie feature, Budapest, Hungary, 2007

Duna Television interview in regard to I. Hung. World Exh., by Baráth Edina, Budapest, Oct 2006

Kossuth Radio interview: “Beyond Borders” program in regard to I. Hung. World Exh., by Indri Gyula, Budapest, Oct 2006

Documentary art interview: “Symbols” by Péhl Gabriella, Petofi Rádió, Budapest, Hungary, September 2005; Broadcast world-wide: Fall 2005/Spring 2006

Documentary on Intermarried Couples: “Kraft-Kalapács Couple” by Lili Erdélyi, Kossuth Rádió, Budapest, Hungary, Sep 2005

Documentary art interview (55 min): “Calling Card: Ildikó Kalapács and Wayne Kraft” by Lili Erdélyi, Kossuth Rádió, Budapest, Hungary, 2004; Broadcast worldwide: May 8, 2005

Documentary movie with interviews-Featured: “Jómóka”, Dunatáj Television, Budapest, Hungary, 2004; Broadcast and distributed: Fall 2005

“Top Five, Artists We Love”, by Sheri Boggs, The Pacific NW Inlander, INLANDER/10 YEARS, page 83, Oct, 2003, Spokane WA

“Ildikó Kalapács: Body and Speech”, Paulette Burgess, Artist Profile, *Spokane Magazine*, Scene

Section, page 82, Sep, 2003, Spokane WA

“Figures Reinvented”, Sheri Boggs, *The Pacific NW Inlander*, Arts & Culture, p. 31-32, Spokane WA, Jul 17-23, 2003

“Color it Classic”, Artists Pay Tribute to the Crayola Crayon on its 100th Birthday, Leslie Kelly, *The Spokesman-Review*, IN Life Section, pages F1, F8, Spokane WA, May 4, 2003

“6th Japanese Hungarian Graphic Exhibition: Ildikó Kalapács”, Hideki Yoshizawa, page 13, Nov 26, 2002, *The Shinano Mainichi*, Koshoku-city, Nagano, Japan

“From Prague with Love”, Jill Margo, *Monday Magazine*, Victoria B.C., Canada, May 2, 2001, pp. 20

“Childhood Memories Mark Sculptor’s Work”, Robert Amos, *Times Colonist*, Victoria B.C., Canada, Apr 26, 2001, pp.C5

“Folklore”, *The Spokesman-Review*, Inland Northwest In Life Section, Oct 26, 2000, pp. 1

Laara WillaimSen: Ildikó Kalapács, A True Interntional Creative!, blog article, Aug, 2011

“Keeping with Traditions; Hungary: A mix of peasant, pagan and Catholic traditions”, Julia Hubbel, *Spokane Woman* [Supplement to *Journal of Business*], Nov 1999, pp. 11-12

“Naked Truth: Despite protests, Kalapács uses nudes to express ideas”, Beverly Vorpahl, *The Spokesman-Review*, Spokane WA, Sep 10, 1998, pp. D3-4

“The Inland Way: Ildikó Kalapács at Geer—Figurative Figures”, Nick Heil, *The Pacific Northwest Inlander*, Spokane WA, May 6, 1998, pp. 27-28

“Ildikó”, *ANevent Art Magazine*, Spokane WA, Nov/Dec 1997, Issue 11:1, 13

“Emigrant Keeps Hungarian Dance Alive”, Virginia deLeon, *The Seattle Times*, Seattle WA, Nov 23, 1997, p. B4

“A Symbol of Survival”, Virginia deLeon, *The Spokesman-Review*, Spokane WA, Nov 8, 1996, pp. B1, B4

“The Fringe”, Nick Heil, *The Pacific Northwest Inlander*, Sep 17-23, 1997, p. 18

“The State of the Arts”, Nick Heil, *The Pacific Northwest Inlander*, Sep 17-23, 1997, p. 17

“Ildikó Mural Has Short Life”, *ANevent Art Magazine*, Spokane WA, Aug/Sep 1997, Issue 8:1, 4

“Mural Memories”, *The Pacific Northwest Inlander*, Spokane WA, Aug 27-Sep 2, p. 26

[Interview on “Identity Mural”], Doug Nadvornick, KPBX News, KPBX-FM, Spokane WA, Aug 12, 1997

“Art as Priority: Eye Music”, *The Pacific Northwest Inlander*, Spokane WA, Jul 23-29, 1997

“Body Language Series Visits IFCC”, *The St. John’s Review*, Portland OR, May 2, 1997

“Focus on New Members”, Shespeaks (Seattle Women’s Caucus for Art), Winter 1997, p. 11

“Mural, mural, on the wall...”, EWU Perspective, Winter 1995, Vol. 6, No.2

“Naked City: Artist Bares Her Work” [Article on “Raw Energy” Mural], *The Spokesman-Review*, Spokane WA, Sep 8, 1994, pp. A1 and A8

[Feature on “Raw Energy” Mural], Five O’Clock News, KXLY-TV, Spokane WA, Sep 6, 1994

[Feature on artist], Good Morning/Spokane Artists Series, KXLY-TV, Spokane WA, Aug 1, 1994

“European Sensibilities on Canvas”, *The Pacific Northwest Inlander*, Spokane WA, Jul 20-26, 1994, p. 15

TEACHING

Spokane Art School, Spokane WA, 1995-1998

Piano Day Camp, Holy Names Music Center, Spokane WA, June 1996 and 1997 [Hungarian visual art, folk art and dancing]

Corbin Art Center, Spokane WA, 1993-1996

SERVICE

Juror, “Selfie: A Community Conversation on Identity”, Moses Lake Museum of Art, WA, 2014

Art Donor, Northwest Museum of Art and Culture Auction, Spokane, WA, 2013-14

Art Donor, Interplayers Theatre Fundraising Auction, Spokane WA, 2012

Art Donor, Riverkeeper, Spokane WA, 2011, 2012, 2013

Art Donor, Red Shoe Auction, Spokane WA, 2011

Art Donor, RiverSpeak, Spokane WA, 2010

Member and Donor: NW Planned Parenthood Auction: Art Donor Recruiting, 2000-2008

Art Donor, EWU. ELI Program, Cheney WA, 2006

Art Donor (painting series), EWU, Women’s Studies Center, Cheney WA, 2006

Art Donor, Artist Trust Auction, Seattle WA 2006, 2015

Art Donor, Las Vegas Celebrity Art Auction, Las Vegas, Nevada, Sept 2002

Art Donor, American Heart Association Auction, Spokane WA, 2000

Art Donor Spokane Art School Garden Party Auction, Spokane WA, March 2000

Panel member, “Five Perspectives on Women in the Work Place”, Open Forum, City Hall, Spokane WA, 1999

Art Donor, Chocolate & Champagne Gala (Sexual Assault Center benefit), Spokane WA, 1999

Member, Art Committee, Eastern Washington Historical Society, Cheney Cowles Museum, 1998-2000

Member, Public Art Committee, Spokane Arts Commission, 1997-98

Member, Neighborhood Public Art Committee, Spokane Arts Commission, 1997-98

Member, Sculptors' Cooperative Northwest, 1997-98

Art Donor, KPBX Benefit Auction, Spokane WA, 1997

Art Donor, Works from the Heart Benefit Auction, Cheney Cowles Museum, Spokane WA, 1997-present

Chairman, Program Committee, Spokane Arts Commission, 1996-97

Juror, Albi Stadium Public Art Project, Spokane WA, October 1996

Member, Spokane Arts Commission, City of Spokane WA, 1996-98

Member, NAAO, 1996-

Art Donor, KPBX Benefit Auction, Spokane WA, 1996

Art Donor, Birdhouse Auction, Spokane Art School, Spokane WA, 1996-98

Member, Washington Women's Caucus for Art, 1996

Member, Action Women's Exchange, Spokane WA, 1996

Member, Contemporary Arts Alliance, Spokane WA, 1996

Participant, Washington Art Congress, May 1995

Coordinator, American-Hungarian Exhibition, Corbin Art Center Spokane WA, Sep 1995

Coordinator, Corbin Art Center Folk Festival, Spokane WA, July 24, 1994; June 25, 1995

Vice-Chairman, Board of Directors, Corbin Art Center, Spokane WA, 1994-95

Member, Board of Directors, Corbin Art Center, Spokane WA, 1993-95

Member, Education Committee, Corbin Art Center, Spokane WA, 1993-95

Member, Exhibition Committee, Corbin Art Center, Spokane WA, 1993-95

Member, Exhibition Subcommittee, Davenport Arts District, Spokane WA, 1993-95

EDITING/TRANSLATION

"Tizenöt év — Dalok a Barátság Táborból" ('Fifteen Years — Songs from the Barátság Camp'), edited and translated by Wayne B. Kraft and Ildikó Kalapács, printed privately by Barátság, Spring 1998, 98 pp.

ACTIVITIES

Curator, The Bearing Project, War Refugees and Veterans: Art Show, MAC, Spokane WA, 2015

The Artists' Palette, artist panel, MAC, Spokane, WA, 2015

Juror, "Selfie", Moses Lake Art Museum, Moses Lake, WA, 2014

The Bearing Public Sculpture Project, non-profit, executive director, 2010-present

Interviewee, Folk Dance Performance and art documentary movie : "Jómóka" (Dunatáj Television, Budapest) with Ms. Márta Sebestyén Hungarian folk singer in Utah Salt Lake City,

Apr 2004

Volunteer: Translations of Hungarian folk texts, of contracts and business interactions in the international folklore community: 1998-present

Sponsor of Hungarian folk music ensembles US performances

Folklore research: Articles, video documentaries, lectures, documentation, 1988-present

Teaches, choreographs and performs Hungarian ethnic dance in the Spokane area, in the Pacific Northwest, Utah, California, 1988-2009

Founded and directs Erdély, a Hungarian ethnic dance ensemble in Spokane, 1988-2003

Distributed ANevent Art Magazine in Spokane, 1997-98

Assisted the Spokane Unitarian Church with fund-raising events for Transylvanian sister parish, 1993-2009

Lectured on Hungarian folk music, Saturday Night Café with Michael Patoray, KPBX Radio, Spokane WA, November 8, 1997-2002

Participated in KPBX Kids' Concert "Eastern Europe", The MET Theater, Spokane WA, November 8, 1997

Taught French-Canadian and Hungarian dance and visual arts classes at Summer Piano Day Camp, Holy Names Music Center, Spokane, June 1996 and 1997; visual arts classes, June 1998

Participated in the concert of the Namasté Modern Dance Ensemble of Spokane as a dancer/artist and also supplied figure sketches to create projected background for part of the show, Oct 1991

Danced in the concert of the Namasté Modern Dance Ensemble, Spokane, WA, Apr 1989

Performed and taught as a folk dancer in Hungary (Szeged, Budapest), 1973-87

Performed as a folk dancer internationally, 1973-2002

Worked as a stone carver in Hungary, 1986-87

Spokane Arts Commission Meeting

March 25, 2013, 4:30 pm
Visit Spokane Kalispel Board Room
801 W Riverside Suite 301



	PRESENTER	ACTION	TIME
Approve minutes	Adam	Needs approval	4:30
Murals Update, Chase Volunteers	Austin	Need volunteers	4:35
UDistrict, Arena, Convention, Nelson	Karen	Update	4:40
Willy Water http://www.spokanecity.org/services/articles/?ArticleID=3158	Shannon	Informational/need input	4:45
New Business, Good of the Board	All		
Visual Thinking Strategies	Heidi Arbogast		5:00
Adjourn			6:00

2014 ARTS COMMISSION MEETINGS	
ALL HELD 4:30PM AT VISIT SPOKANE	
JAN 7 JOINT MEETING	JULY 22
FEB 25	AUG 26
MAR 25	SEP 23
APR 1 JOINT MEETING	OCT 7 JOINT MEETING
MAY 27	NOV 25
JUNE 3 JOINT MEETING	DEC 2 NO MEETING

Next meeting on Apr 1 is a joint meeting 4:30-6pm. Topics to include Communications Committee Update/Elevator Pitch, Gateways Presentation, CVI Presentation, October Arts Month Presentation.

Spokane Arts Commission meeting Minutes February 25th 4:30pm at Visit Spokane

Present: Dean, Melissa, Mariesa, Karen, Dan, Dave, Allen, Adam, Brook, Jim, Sandra (and Staff Shannon, Karen, Austin). Visitors: Mike Werner, City of Spokane, Jen Jamison Struber/Vick Dalton, Spokane Weaver's Guild

Minutes presented for approval; Dean moved to approve and Dave seconded. Approved.

Mike Werner, Assets Manager, City of Spokane presented regarding art at City Hall. A woven piece, Sea Forms 1982 by the Weavers' Guild, needs to be moved for a construction project by the end of 2014.

Discussion: The piece is a collaboration with an international artist that designed it and was executed by local weavers. Needs a profile, if the city supports art, the public will as well. Does moving it decommission it? It is an inventory transfer if it stays in city property. If moved to another organization, 501 c 3, community college it is a transfer. If you sell it it is a completely different thing. City does not want to sell it. It won't fit in an 8' ceiling, probably cannot be reinstalled in the same place as the space might not be 'good for art'. Need to replicate the background if moved? maybe can cut it out and re-paint the background. Will it fit out a door? Maybe can move it at the same time as other large construction is taking place. Spokane Weaver's Guild wants to be involved. They may know how it was installed. Members would like to work with the project. The Guild wants it to remain in a public eye. We'll need careful photographs of the piece and de-assemble it with an inventory of how to put it back together. Form a committee to handle it?

Karen Mobley will draft a document for City department heads to look at, size, materials, etc, to find a new location on City property to move the piece. If that is not possible, we will consider a loan, or a deaccession to house it at another location. Communicate with President, SpokaneWeavers.org, about project updates.

If there are ideas for arts in city hall, with the new plaza for outdoor pieces and presentations, Mike would like to do that, re-commission pieces, get more arts exhibited.

Ildiko and Patricia Kienholz presented about the The Bearing Project, seeking Commission endorsement of project resulting in a donation to the city of a sculpture, to be place in one of two spots. The piece reflects civilians in war, the burden of war on society. It's imagined as a destination site for people who have seen war, their families, refugees, etc. Accessible to all people, ask the people to support the project. An inspiration organizationally, The Puffin Foundation, public art for people who don't go to galleries, etc. The piece would be life-size, touchable, not overwhelming. 1st stage of fundraising is to select the location, possibly in Riverfront Park along the river, or near the Monroe bridge, in Veterans Park. **Juliette Sinisterra** involved. Currently in 1st phase of support, looking for a location. Phase 2 is fundraising, phase 3 placement. The artist prefers the Veteran's Park location as it is more contemplative, etc. The space itself is due to be upgraded by Parks in their Master Plan. Allen moved to support the Veteran's Park location, Kathy 2nd; opposition to Veterans Park: none therefore, the Commission endorses the artists preference for Veterans Park, but the exact location may change if something else is available. Shannon will draft a letter of support on behalf of the Commission supporting the location of the Bearing Project sculpture.

Board Development: Jim Kolva, Sandra Kernerman and Elisabeth Mermann-Jozwiak members introduced. City Council voting on Sandra and Elizabeth on March 10. Patrick Hendricks didn't attend the Mayor meeting, so one more spot available on the Commission. Allen recommended Karli Ingersol or Inlander writer Leah Sottile. Karen cautioned about potential for media leaks when media people are involved with public policy. The board agreed to pursue Karli as a potential member.

Committee Structure: reorganizing committee structure, some joint with the Fund. Executive committee, governance committee (board development), advocacy, marketing, fundraising, etc. List circulated to see what interests who. Interested in leadership? Non commission people can be on committees.

Advocacy: Shannon attended a conference in Washington DC, met with representatives and senators, encouraged the appointment of a new NEA director, asked for funding for US arts, STEAM caucus. Very successful.

Olympia: Kathy attended Arts and Heritage Day, met with representatives. Swag bags were appreciated and went over well.

Cultural Access Fund: Town Hall meeting with Billig and Ricelli went well, they are supportive. Ricelli needs more information. Senator Baumgartner was quite political, he was positive but had a good caveat: concern that if the fund is approve, then people will cut funding for arts programming, and that the Fund won't make the 'pie bigger'. Cultural Access Fund still alive in Senate and the House. People should contact representatives and ask for support. Budgets to be released this week. WA State Arts Alliance has a tool to determine your rep. OK to just call too. Transportation Budget: Billig working on funding for transportation downtown, to make it easier to get around. How do we get art into the areas. They would prefer to address it after the election. May not come back easily.

Programming: Nelson Service Center eligible for 1% for the Arts: \$80-90K possible. Completed around fall, 2015. Need to have a call for artists, budget, etc. Neighborhood reps, city rep, 2 commissioners,(Alan, Dan, Jim interested) developers.

Arena Arts Project: \$50K at main entrance to area. 20th anniversary!! Jim Kolva Allen Duffy, Dean Davis and Dan Griffith volunteered to sit on selection committee. Date for open house at arena, 1:30 on March 18th for arts selection committee and artists to see a space. (main door).

Salon Series: 1st Salon was last month at Boots (75 people or more), 2nd Salon tonight at Stellas Cafe, 6-7:30, presentation for Black History month, Identity and the Arts. March event at the Bartlett 3/21 6pm.

Create Spokane Arts: tabled to next month

VAT weekend: good attendance, very cold, art was good. (Visual Arts Tour).

Good of the Board: Jim Kolva: City Council neutral to the Tribal development in Airway. This will negatively impact downtown entertainment enterprises. Appropriate for Arts Commission to have a statement concerning that impact. Resolution? Downtown Spokane Partnership?

Three Musketeers, three weeks in April.

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Parks Department

Contact Person: Berry Ellison Phone: 509-625-6276

Type of Contract: ☐ New Contract ☐ Renewal
☒ Amendment ☐ Extension

What work or service is being provided: Architecture and Engineering for Bridge Amenities

If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2015-0375

Contractor/Consultant Name: CH2M

Contractor/Consultant Address: 999 West Riverside, Suite 500, Spokane, WA 99201

Contract Begin Date: April 9, 2015 Contract End Date: December 31, 2017

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): \$159,496

Funding Sources (e.g., CD, Dept. of Justice, Etc.): RFP Bond

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments:

Provide Reason For Amendment. Scope of Services was expanded beyond Base Scope.

Provide Desired Changes In Contract Wording. Please see Exhibit "E & F"

IF THIS IS A PUBLIC WORKS CONTRACT REQUEST

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ☐ Yes ☐ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

☐ Yes ☐ No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ☐ Yes ☐ No

For Contracts Up To \$35,000, Does The Contractor Want To Do A 50% Retainage In Lieu Of A Bond? ☐ Yes ☐ No

CITY OF SPOKANE

SOUTH CHANNEL BRIDGE REPLACEMENT PROJECT

Supplement #1

EXHIBIT A: SCOPE OF WORK

INTRODUCTION

On July 30th, 2014, CH2M HILL Engineers, Inc. (CONSULTANT) was selected to provide professional services for the South Channel Bridge Replacement Project (PROJECT).

This supplemental scope of work includes professional services to:

- Provide project management and contract administration services;
- Provide final design of amenities that have been identified for the South Channel Bridge including bridge railing, and 'get even' and 'get down' amenities;
- Provide final design of electrical service and electrical service provisions for future South Channel Bridge illumination as designed by others;
- Provide final design for the Howard South Channel Bridge north and south bank transitional landscapes immediately affected by the bridge replacement;
- Design a temporary construction access route from Post St. to the north bank of the south channel.
- Provide bid phase support services for the temporary construction access route.

Under this project, CONSULTANT will provide to the CITY the scope of services as specified herein. The PROJECT scope of work includes the following tasks:

- | | |
|----------|---|
| Task 1: | Project Management and Coordination |
| Task 14: | Final Design – South Channel Bridge Amenities |
| Task 15: | Final Design – Temporary Construction Access |
| Task 16: | Bid Phase Support – Temporary Construction Access |

1. PROJECT MANAGEMENT AND COORDINATION

The CONSULTANT will provide project management and administration services for the various work elements described in this document.

1.1. Contract Management

The CONSULTANT will provide services required to manage the contract amendment and enter in to enter into professional agreements with subconsultants. The contract amendment

will be incorporated into monthly progress reporting and invoicing as provided under the base agreement.

1.2. Project Coordination

1.2.1. Correspondence and Meetings

The CONSULTANT will partner with the CITY to accomplish the PROJECT. Coordination of the project work elements will include voice and written correspondence with the CITY, regular coordination meetings with the CITY and CONSULTANT team.

1.2.2. Project Schedule

The CONSULTANT will prepare and maintain a critical path design schedule for the temporary construction access route to identify and track progress throughout the project. Updates to the schedule will occur as changes influence key milestones. Key milestones include stakeholder coordination/public involvement events, key deliverables, and decision making points, as required.

Task 1.2 Assumptions:

- ✦ Regular coordination meetings with the CITY and CONSULTANT team are included in the base agreement and no additional efforts are included.
- ✦ Design review meetings are included in subsequent tasks herein.

Task 1.2 Deliverables:

- ✦ Project Schedule and Updates (.pdf electronic format)

14. FINAL DESIGN – SOUTH CHANNEL BRIDGE AMENITIES

The CONSULTANT will perform final design and prepare plans, specifications, and construction cost estimates for pedestrian amenities and customized bridge rails. Designs will be based on the approved preliminary design.

The CONSULTANT will perform final design and prepare plans, specifications and construction cost estimates for the north and south bank transitional landscapes immediately affected by the bridge replacement project.

The CONSULTANT will perform final design and prepare plans, specifications and construction cost estimates to provide electrical service on the Howard S. Channel Bridge and to provide power for future bridge illumination to be designed and furnished by others.

14.1. Task Management and Coordination

Program, coordinate, and supervise the project structural design team. Convene one team meeting to provide structural input and coordination with other work elements. Client coordination will be combined with coordination meetings defined elsewhere.

14.2. South Channel Amenities 60% Design

Prepare analysis and design calculations for the bridge amenities and bridge rails in accordance with the project design criteria. Analysis will include 3D modeling of the proposed bridge in order to determine amenity loads on the bridge structure, design of the structural components of the amenities, and design of the bridge rails at the amenities and at the bridge edge.

60% design includes seating, stair, and bench layout ('get-even' and 'get-down' amenities) and preliminary details. Electrical distribution and bases for future on-bridge luminaires will be identified. Layout for north and south bank transitional landscaping will be developed.

Drawings will be provided to the CITY at 60% complete. Outline Special Provisions will be provided for the structural elements of design. At this stage all sheets will be started, and primary sheets will be generally complete. A senior review of the designs will have been completed, but checking of calculations will not be complete.

Task 14.2 Deliverables:

- + 60% Drawings (1-11x17 hardcopy and electronic PDF file)
- + 60% Special Provisions (electronic Word file)
- + 60% Opinion of Cost (electronic Excel file)

14.3. South Channel Amenities Final Design

CONSULTANT will complete the final design calculations, design drawings, and Special Provisions. A final construction cost estimate will be developed.

90% Drawings, Special Provisions, and Estimate will be provided to the CITY for review. The CITY will provide written comments.

The CITY comments will be incorporated in to the final plans, specifications, and estimate as appropriate.

Task 14.3 Deliverables:

- + 90% Drawings (1-11x17 hardcopy and electronic PDF file)
- + 90% Special Provisions (electronic Word file)
- + 90% Opinion of Cost (electronic Excel file)
- + Final Stamped, Sealed Drawings (1-11x17 hardcopy and electronic PDF file)
- + Final Opinion of Cost (electronic Excel file)
- + Final Special Provisions (electronic Word file)

- + Final, Stamped Structural Design Calculations (*electronic PDF file*)

14.4. South Channel Amenities Review

The CITY will review the 60% and 90% drawings and specifications. Review comments will be compiled and provided to CONSULTANT.

CONSULTANT will prepare written responses summarizing the proposed responses to the CITY comments. A telephone review meeting will be conducted to discuss comments and proposed responses with the City.

Task 14.4 Deliverables:

- + Response to CITY review comments

14.5. South-Channel Amenities QA/QC

Perform Quality Assurance/Quality Control (QA/QC) reviews for the amenity design, to include the following:

- Review project design criteria to assure conformity with the project requirements.
- Review project plans, special provisions, and design processes for suitability and general conformance to project objectives.
- Perform a structural design check, plans check, and constructability review as described below.
- Check specifications, quantities, bid schedule, and cost estimates at the 90% level of completion.
- Document review comments and acceptable resolution in the project file.

The levels of checking are defined as follows:

- **Senior Review.** Conduct an overview of the structure type and drawings. This review is performed by a senior engineer, and addresses general suitability, level of completeness, and constructability. Review also addresses coordination between architectural and structural disciplines.
- **Structural Design Check.** Verify the adequacy of the main structural elements, including section sizes, reinforcing steel, maximum stresses, and overall structural stability of the design. Verification can consist of independent calculations or a review of the designer's calculations. Main structural elements include deck, girders, cross beams, columns, walls, drilled shafts, and abutments.
- **Plans Check.** Perform a review of the plans to confirm that sufficient detail has been provided and that the plans accurately reflect the results of the design calculations. Controlling geometry, elevations, dimensions are checked.

- **Constructability Review.** Perform a review of the plans to confirm that the structure is constructible and the details and notes are consistent and clear.

Task 14 Drawing List:

Anticipated drawings required to detail the bridge elements of the project are shown below.

South-Channel Amenity Plans	
No.	Description
A-1	Layout (Plan and Elevation)
A-2	Stair and Seating Details
A-3	Get Down Enlarged Plan and Sections
A-4	Get Even Enlarged Plan and Sections
A-5	Metal Floor and Misc. Details
A-6	Rail Details - Amenities
A-7	Rail Details - Bridge
A-8	Rail Details
E-1	Electrical Layout and Luminaire Base
E-2	Electrical Layout and Luminaire Base
L-1	Transitional Landscape Plan and Details – South Bank
L-2	Transitional Landscape Plan and Details – North Bank
12 Sheets	

15. FINAL DESIGN – TEMPORARY CONSTRUCTION ACCESS

The temporary construction access route is envisioned to loosely follow an existing paved route from Post St. eastward onto Havermale Island and terminate at an area immediately north of the South Channel Bridge.

It is anticipated that the temporary construction access route will be bid through conventional low-bidding procedures as a stand-alone project in the Spring of 2016.

This task involves final design and construction documents for:

- Site Preparation – to include demolition, clearing and grubbing, temporary erosion and sedimentation control, and site security and access control.
- Grading and Paving – to include portions of the existing route that need to be re-aligned, graded and paved to accommodate construction vehicle access
- Temporary crossing of the “Theme Stream” water feature

The temporary crossing of the “Theme Stream” water feature will require the City to shut-down the water in the feature for the duration of construction, and use of the Temporary Access route.

Due to the temporary nature of this access route, no storm drainage or utility relocations, landscaping or property restoration are anticipated or included in this work.

15.1. General Plans

CONSULTANT will prepare general plans to include a Title Sheet, General Notes and Abbreviations, and a Summary of Quantities.

Task 15.1 Deliverables:

- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

15.2. Site Preparation Plans

Temporary Erosion and Sedimentation Control plans will be developed to mitigate potential impacts during construction in accordance with the Spokane Regional Stormwater Manual.

Site preparation plans and design will depict demolition and miscellaneous site preparation details. Demolition will include the removal of the existing 'Theme Stream' water feature south crossing bridge superstructure.

Task 15.2 Deliverables:

- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

15.3. Grading and Paving Plans

Plan and profile sheets will be prepared. These plans will include horizontal and vertical alignment information and plan views of paving and cut/fill limits.

Typical sections will be prepared for the realigned portions of the alignment. Pavement sections as provided by the CITY will be used and no additional pavement design will be required.

Task 15.3 Assumptions:

- ✦ Temporary construction access design will focus on interim connections to existing conditions. Upgraded access and connection grades may be designed by others as part of the CITY's Park Bond implementation projects.

Task 15.3 Deliverables:

- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

15.4. Temporary Crossing Plans

Plans will be prepared to include layout, typical sections, and details to accommodate a temporary earth fill crossing of the 'Theme Stream' water feature.

Task 15.4 Assumptions:

- ✦ Temporary crossing to consist of ecology type block wall elements and earth fill.
- ✦ It is assumed that water feature will be turned off and no accommodation of water movement through the temporary crossing is required.

Task 15.4 Deliverables:

- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

15.5. Specifications

THE CONSULTANT will prepare specifications using the 2016 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and WSDOT Special Provisions. CITY and WSDOT Standard plans and specifications will be identified and assembled for inclusion in the contract documents. Modifications to the standards will be made with amendments and special provisions. It is assumed that construction surveying will be included in the contractor's contracted responsibilities.

Task 15.5 Deliverables:

- ✦ 60% Specifications (Technical provisions and GSP's only)
- ✦ 90% and 100% Specifications (Complete Contract Documents, Including Bid Schedules)

15.6. Summary of Quantities and Cost Estimates

Develop quantities for the roadway elements and incorporate into the project bid documents. Develop a cost opinion for the temporary access route at the 60%, 90%, and 100% levels of completion.

Task 15.6 Deliverables:

- ✦ 60%, 90% and 100% Construction Cost Estimate

15.7. QA/QC Review

Perform Quality Assurance/Quality Control (QA/QC) reviews for milestone submittals at 60%, 90% and 100%. Perform a plans check, and review specifications, quantities, bid schedule, and cost estimates. Document review comments and acceptable resolution in the project file.

Drawing List:

Anticipated drawings required to detail the general, site preparation, grading and paving, and temporary crossing elements of the project are shown below.

Temporary Construction Access Plans	
No.	Description
G-1	Title Sheet
G-2	General Notes and Abbreviations, Summary of Quantities
G-3	Summary of Quantities – Temporary Construction Access
SP-1	TESC Plan and Details
SP-2	Site Preparation Plan and Details
PG-1	Access Route Plan and Profile
PG-2	Access Route Plan and Profile
PG-3	Access Route Sections and Details
TC-1	Temporary Crossing Plan and Details
TC-2	Temporary Crossing Sections and Details
10 Sheets	

Deliverables: 60% (not all details will be provided), 90% and 100% (all details will be provided) plans.

16. BID PHASE SUPPORT – TEMPORARY CONSTRUCTION ACCESS

16.1. Contract Documents Preparation

Following CITY approval of bid documents, CONSULTANT will provide sealed electronic (.pdf) contract documents to CITY for distribution to local plan centers.

16.2. Response to Bidder Questions and Issue Addenda

CONSULTANT will answer bidder's questions and issue up to two contract addenda if needed. CONSULTANT will not be required to attend the bid opening (CITY will conduct bid opening).

Task 16 Deliverables:

- ✦ Sealed Contract Documents (.pdf)
- ✦ Addenda (up to two)

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #1
Exhibit B: Fee Determination Summary

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.31		\$0.00
Project Manager	50		\$ 67.21		\$3,360.50
Senior QC Engineer	34		\$ 75.59		\$2,570.06
Lead Bridge Engineer	46		\$ 68.08		\$3,131.68
Bridge Structural Engineer	234		\$ 55.76		\$13,047.84
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Electrical Engineer	98		\$ 54.38		\$5,329.24
Civil/Electrical Engineer	196		\$ 43.68		\$8,561.28
Lead Geotechnical Engineer	0		\$ 43.99		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 53.27		\$0.00
Biologist/Archeologist/Historian	0		\$ 36.05		\$0.00
Senior CADD Designer/Technician	298		\$ 43.07		\$12,834.86
Junior CADD Designer/Technician	98		\$ 21.40		\$2,097.20
Pubs/Edit/Graphic Tech	0		\$ 47.03		\$0.00
Project Accountant / Controls / Procurement	28		\$ 36.78		\$1,029.84
Project Administrative	18		\$ 27.83		\$500.94
Health and Safety Lead	0		\$ 64.24		\$0.00
Total Hrs.	1100				\$52,463.44

Direct Labor Cost **\$52,463.44**

Direct Labor Escalation Cost (estimated)
2016 (100% Labor) 4.0% **\$2,098.54**

Total Direct Labor Cost **\$54,561.98**

Overhead Cost @ 107.07% of Direct Labor **\$58,419.51**

Fixed Fee @ 31.0% of Direct Labor **\$16,914.21**

Total Overhead & Fixed Fee Cost **\$75,333.72**

Total Direct Labor Cost **\$129,895.70**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140.00	\$0.00
Health & Safety	0	\$1.20	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$0.00

Subcontracts

	Cost
The Berger Partnership	\$29,600.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$29,600.00

Subtotal **\$29,600.00**

Total (rounded) **\$159,496**

Project Summary By Task
City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #1

Task	CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimbursables	Overall Total
1.0 Project Management and Coordination	90	\$10,149	\$0	\$0	\$10,149
14.0 Final Design - South-Channel Bridge Amenities	582	\$73,877	\$29,600	\$0	\$103,477
15.0 Final Design - Temporary Construction Access	374	\$39,620	\$0	\$0	\$39,620
16.0 Bid Phase Support - Temporary Construction Access	54	\$6,250	\$0	\$0	\$6,250
Total	1,100	\$129,896	\$29,600	\$0	\$159,496

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #1

1.0 Project Management and Coordination

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.31		\$0.00
Project Manager	20		\$ 67.21		\$1,344.20
Senior QC Engineer	0		\$ 75.59		\$0.00
Lead Bridge Engineer	4		\$ 68.08		\$272.32
Bridge Structural Engineer	0		\$ 55.76		\$0.00
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Electrical Engineer	4		\$ 54.38		\$217.52
Civil/Electrical Engineer	16		\$ 43.68		\$698.88
Lead Geotechnical Engineer	0		\$ 43.99		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 53.27		\$0.00
Biologist/Archeologist/Historian	0		\$ 36.05		\$0.00
Senior CADD Designer/Technician	4		\$ 43.07		\$172.28
Junior CADD Designer/Technician	4		\$ 21.40		\$85.60
Pubs/Edit/Graphic Tech	0		\$ 47.03		\$0.00
Project Accountant / Controls / Procurement	28		\$ 36.78		\$1,029.84
Project Administrative	10		\$ 27.83		\$278.30
Health and Safety Lead	0		\$ 64.24		\$0.00
Total Hrs.	90				\$4,098.94

Direct Labor Cost **\$4,098.94**

Direct Labor Escalation Cost (estimated)
 2016 (100% Labor) 4.0% **\$163.96**

Total Direct Labor Cost **\$4,262.90**

Overhead Cost @ 107.07% of Direct Labor **\$4,564.28**

Fixed Fee @ 31.0% of Direct Labor **\$1,321.50**

Total Overhead & Fixed Fee Cost **\$5,885.78**

Total Direct Labor Cost **\$10,148.68**

Reimburseables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$0.00

Subcontracts

	Cost
The Berger Partnership	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$0.00

Subtotal **\$0.00**

Total **\$10,148.68**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #1

14.0 Final Design - South-Channel Bridge Amenities

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.31		\$0.00
Project Manager	6		\$ 67.21		\$403.26
Senior QC Engineer	22		\$ 75.59		\$1,662.98
Lead Bridge Engineer	36		\$ 68.08		\$2,450.88
Bridge Structural Engineer	216		\$ 55.76		\$12,044.16
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Electrical Engineer	22		\$ 54.38		\$1,196.36
Civil/Electrical Engineer	34		\$ 43.68		\$1,485.12
Lead Geotechnical Engineer	0		\$ 43.99		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 53.27		\$0.00
Biologist/Archeologist/Historian	0		\$ 36.05		\$0.00
Senior CADD Designer/Technician	246		\$ 43.07		\$10,595.22
Junior CADD Designer/Technician	0		\$ 21.40		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 47.03		\$0.00
Project Accountant / Controls / Procurement	0		\$ 36.78		\$0.00
Project Administrative	0		\$ 27.83		\$0.00
Health and Safety Lead	0		\$ 64.24		\$0.00
Total Hrs.	582				\$29,837.98

Direct Labor Cost **\$29,837.98**

Direct Labor Escalation Cost (estimated)
 2016 (100% Labor) 4.0% **\$1,193.52**

Total Direct Labor Cost **\$31,031.50**

Overhead Cost @ 107.07% of Direct Labor **\$33,225.43**

Fixed Fee @ 31.0% of Direct Labor **\$9,619.76**

Total Overhead & Fixed Fee Cost **\$42,845.19**

Total Direct Labor Cost **\$73,876.69**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$0.00

Subcontracts	Cost
The Berger Partnership	\$29,600.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$29,600.00

Subtotal **\$29,600.00**

Total **\$103,476.69**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #1

15.0 Final Design - Temporary Construction Access

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.31		\$0.00
Project Manager	18		\$ 67.21		\$1,209.78
Senior QC Engineer	12		\$ 75.59		\$907.08
Lead Bridge Engineer	4		\$ 68.08		\$272.32
Bridge Structural Engineer	16		\$ 55.76		\$892.16
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Electrical Engineer	64		\$ 54.38		\$3,480.32
Civil/Electrical Engineer	130		\$ 43.68		\$5,678.40
Lead Geotechnical Engineer	0		\$ 43.99		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 53.27		\$0.00
Biologist/Archeologist/Historian	0		\$ 36.05		\$0.00
Senior CADD Designer/Technician	36		\$ 43.07		\$1,550.52
Junior CADD Designer/Technician	94		\$ 21.40		\$2,011.60
Pubs/Edit/Graphic Tech	0		\$ 47.03		\$0.00
Project Accountant / Controls / Procurement	0		\$ 36.78		\$0.00
Project Administrative	0		\$ 27.83		\$0.00
Health and Safety Lead	0		\$ 64.24		\$0.00
Total Hrs.	374				\$16,002.18

Direct Labor Cost **\$16,002.18**

Direct Labor Escalation Cost (estimated)
 2016 (100% Labor) 4.0% **\$640.09**

Total Direct Labor Cost **\$16,642.27**

Overhead Cost @ 107.07% of Direct Labor **\$17,818.88**

Fixed Fee @ 31.0% of Direct Labor **\$5,159.10**

Total Overhead & Fixed Fee Cost **\$22,977.98**

Total Direct Labor Cost **\$39,620.25**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$4,800	\$0.00
Utility Locating	0	\$1,500	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<u>\$0.00</u>

Subcontracts **Cost**
 The Berger Partnership \$0.00
 Drilling Contractor \$0.00
 Coffman Engineers, Inc. \$0.00

Subtotal **\$0.00**

Total **\$39,620.25**

City of Spokane - Howard St. S. Channel Bridge Replacement, Supplement #1

16.0 Bid Phase Support - Temporary Construction Access

CH2M HILL

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.31		\$0.00
Project Manager	6		\$ 67.21		\$403.26
Senior QC Engineer	0		\$ 75.59		\$0.00
Lead Bridge Engineer	2		\$ 68.08		\$136.16
Bridge Structural Engineer	2		\$ 55.76		\$111.52
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Electrical Engineer	8		\$ 54.38		\$435.04
Civil/Electrical Engineer	16		\$ 43.68		\$698.88
Lead Geotechnical Engineer	0		\$ 43.99		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 53.27		\$0.00
Biologist/Archeologist/Historian	0		\$ 36.05		\$0.00
Senior CADD Designer/Technician	12		\$ 43.07		\$516.84
Junior CADD Designer/Technician	0		\$ 21.40		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 47.03		\$0.00
Project Accountant / Controls / Procurement	0		\$ 36.78		\$0.00
Project Administrative	8		\$ 27.83		\$222.64
Health and Safety Lead	0		\$ 64.24		\$0.00
Total Hrs.	54				\$2,524.34

Direct Labor Cost **\$2,524.34**

Direct Labor Escalation Cost (estimated)
 2016 (100% Labor) 4.0% **\$100.97**

Total Direct Labor Cost **\$2,625.31**

Overhead Cost @ 107.07% of Direct Labor **\$2,810.92**

Fixed Fee @ 31.0% of Direct Labor **\$813.85**

Total Overhead & Fixed Fee Cost **\$3,624.77**

Total Direct Labor Cost **\$6,250.08**

Reimbursables

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$6,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			\$0.00

Subcontracts

	Cost
The Berger Partnership	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	\$0.00

Subtotal **\$0.00**

Total **\$6,250.08**

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Parks Department

Contact Person: Jo-Lynn Brown Phone: 509-363-5424

Type of Contract: ☒ New Contract ☐ Renewal
☐ Amendment ☐ Extension

What work or service is being provided: Geoengineers Evaluation and Environmental Site Assessment

If Request Is For Amendment, Renewal or Extension, Provide OPR #: _____

Contractor/Consultant Name: GeoEngineers

Contractor/Consultant Address: 523 East Second Ave. Spokane, WA 99202

Contract Begin Date: 4/4/16 Contract End Date: 12/31/2017

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): 74,800.00

Funding Sources (e.g., CD, Dept. of Justice, Etc.): RFP Bond

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid? Yes

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments:

Provide Reason For Amendment.

Provide Desired Changes In Contract Wording.

*****IF THIS IS A PUBLIC WORKS CONTRACT REQUEST*****

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ☐ Yes ☐ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

☐ Yes ☐ No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ☐ Yes ☐ No

For Contracts Up To \$35,000, Does The Contractor Want To Do A 50% Retainage In Lieu Of A Bond? ☐ Yes ☐ No



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

March 28, 2016

City of Spokane
Parks and Recreation Department
808 West Spokane Falls Boulevard, 5th Floor
Spokane, Washington 99201

Attention: Berry Ellison
Riverfront Park Program Manager

Subject: Revised Proposal No. 2
Geotechnical Engineering Evaluation and Environmental Site Assessment
Proposed Ice Ribbon, Skyride Terminal and Looft Carousel at Riverfront Park
Spokane, Washington
File No. 0110-148-04

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this revised proposal for a geotechnical engineering and environmental evaluation at the sites of the proposed Year Round Recreational Ice Ribbon, Skyride Terminal and Looft Carousel (Carousel) at Riverfront Park. This revised proposal was requested by City of Spokane Parks and Recreation Department (Parks) personnel during a meeting on February 23, 2016, and a follow up conversation on March 23, 2016. We understand the proposed Ice Ribbon and Skyride structures will be located within an approximate 3-acre area in the southwestern portion of Riverfront Park, referred to as the "Gondola Meadows." The Looft Carousel will be located near its existing location, with an extension of the building to the southeast.

The proposed Ice Ribbon and Skyride structures were the subject of a preliminary geotechnical engineering evaluation by GeoEngineers, the results of which are presented in our report dated December 17, 2015. The purpose of our previous geotechnical evaluation was to provide preliminary geotechnical information about subsurface conditions at the site, as a basis for preliminary siting of proposed structures. GeoEngineers also conducted a Phase I Environmental Site Assessment (ESA) of Riverfront Park, the results of which are presented in our report dated October 7, 2014.

We understand Stantec is the lead designer for and has established the layout of the proposed Ice Ribbon and Skyride structures. NAC Architecture (NAC) is the lead designer for the Carousel project. The proposed Ice Ribbon will encompass the central portion of the Gondola Meadows. The Ice Ribbon will consist of a structural slab, supported by twin parallel grade beams. A new building will be constructed immediately south of the existing Skyride building and loading area. Information regarding foundation loads were not available at the time we prepared this proposal, although we anticipate such loads will be relatively light,

less than about 50 kips for isolated (column) foundations and less than about 3 kips per lineal foot for continuous (wall) footings. We will confirm loading and other design considerations of each structure during our evaluation.

We understand site grades for the Ice Ribbon area will be adjusted to create a swale within the central landscaped area to collect and infiltrate stormwater. Additional improvements will include hardscape surrounding the proposed building, and additional stormwater infiltration areas, which might include drywells. The exact locations for the infiltration areas/drywells have not been established, but they could be located within the northwest or southwest portions of the site.

METHODOLOGY

The purpose of our geotechnical engineering evaluation and environmental site assessment will be to: (1) provide geotechnical engineering-related recommendations for site preparation and earthwork, foundation design and construction, and on-site infiltration of post-development stormwater; and (2) assess the possible presence of contaminated soil and recommendations for managing such soil during design and construction. Our services will be based on coordination with regulatory agencies, a design-level subsurface exploration and laboratory testing program, and engineering analyses.

Because of the relatively long history of industrial development predating Riverfront Park, and because the cleanup of impacted sites during development of Expo 74 was not specifically documented, the possibility exists of encountering contaminated soil during earthwork to construct the proposed improvements. Historic uses include railroads, as well as industrial uses that both pre-date the railroads and occurred during operation of the railroads.

We anticipate it will be critical for Spokane Department of Parks and Recreation (Parks) to be proactive in managing the environmental aspects of the project. As a first step, we propose developing a Park-wide strategy for assessing potential contaminants, and procedures for handling contaminated soil if it is encountered. Secondly, we propose consulting with representatives of the Washington State Department of Ecology (Ecology) Toxics Cleanup Program to discuss the proposed strategy, and modify if necessary, based on their input. After establishing the environmental strategy, we will proceed with conducting the subsurface and laboratory testing program.

SCOPE OF SERVICES

We have separated our scope into four tasks. Task 1 is to develop a soil management plan during construction. Task 2 will include a geotechnical engineering evaluation and environmental services for the Ice Ribbon and Skyride terminal. Task 3 will include a geotechnical engineering evaluation and environmental services for the Carrousel. Task 4 includes consultation with the design firms and Parks to interpret and coordinate our findings and recommendations.

Task 1: Construction Soil Management Plan

We will develop a park-wide soil management plan to address soil handling criteria during construction. The plan will be provided in draft format to Parks for review. Following consultation with Parks, we will submit the plan to Ecology.

After the plan is reviewed by Ecology, we will meet with them and Parks to discuss the proposed soil management plan. Following our meeting, we will modify the plan, if appropriate, based on feedback received from Ecology, and in consultation with Parks. We suggest that Parks consider entering into the Voluntary Cleanup Program (VCP) with Ecology for formal collaboration on the entire Riverfront Park.

Task 2: Ice Ribbon and Skyride Terminal Geotechnical Engineering Evaluation and Environmental Assessment

Under Task 2, we will conduct a combined geotechnical and environmental assessment program in support of design of the Ice Ribbon and new Skyride terminal. Activities under Task 2 include:

1. Exploring subsurface soil, rock and groundwater conditions near proposed structures and stormwater infiltration areas by drilling borings. Our subsurface exploration program will include:
 - a. Notifying the One-Call utility locating service before execution of our subsurface exploration program to confirm the absence or presence of underground utilities at or near our proposed boring locations. We also will coordinate with Parks personnel and subcontract a private utility locator to check for possible underground utilities. We assume Parks personnel will mark locations of city-owned underground utilities.
 - b. Developing a site specific health and safety plan (HASP) for on-site drilling activities.
 - c. Drilling 13 to 14 borings at the following locations:
 - i. Five borings at or near the proposed Rink.
 - ii. Four borings at or near the proposed building.
 - iii. Four or five borings at or near proposed stormwater infiltration and landscape areas.

The borings will be drilled to depths of about 10 to 15 feet, or refusal, whichever occurs first. Based on the results of our previous preliminary geotechnical evaluation, we estimate depth to rock below the site varies from about 5 feet to 15 feet. Samples of soil encountered in the borings will be collected at approximate 2½-foot-depth intervals using split-barrel samplers. We understand that our drilling program will be coordinated with a firm providing cultural resource services and they will be on-site during drilling to observe soil samples.

- d. Field screening soil samples obtained from the borings for potential petroleum-related contaminants. Field screening will consist of headspace vapor measurements using a photoionization detector, water sheen testing, and visual observation. A portion of each soil sample obtained will be placed in laboratory supplied sample containers for potential chemical analysis. We assume that two to six soil samples will be obtained from each boring before rock is encountered.
- e. We will drum, label and store investigation-derived waste (IDW), consisting of excess soil cuttings and decontamination water, at an owner approved location on site pending analytical results. Supply a subcontracted waste disposal contractor with the analytical results to profile and dispose the IDW at a permitted facility, if necessary.
- f. Submitting select soil samples from each boring to a qualified analytical laboratory for testing. We anticipate analyses could include: petroleum hydrocarbon screening using

Northwest Method NWTPH-HCID; polycyclic aromatic hydrocarbon analysis using Environmental Protection Agency (EPA) Method 8270 SIM; and Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver) using EPA 6000/7000 Series methods. Samples will be submitted on a standard turn-around time (approximately 2 weeks). Follow-up analyses could include volatile organic compounds (VOCs) using EPA Method 8260, and toxicity characteristic leaching procedure (TCLP) for metals using EPA 6000 series methods. Other analyses might be warranted depending on conditions encountered during drilling or results of initial laboratory analyses. Samples not initially submitted for chemical analysis will be held by the laboratory for potential follow up analysis. We have included a budget of \$14,000 for chemical analytical testing for the Ice Ribbon and Skyride terminal.

- g. Conducting geotechnical laboratory testing to assess select physical and engineering characteristics of soil encountered in the borings relative to proposed improvements. The laboratory program may include but not necessarily be limited to: 6 gradation analyses and 12 moisture content and dry density determinations. Laboratory testing will be completed in general accordance with applicable ASTM International (ASTM) test methods. Geotechnical laboratory testing of fill material will not be conducted if results of field screening and/or analytical testing described below indicate samples contain contaminants of potential concern (COPC) greater than applicable regulatory cleanup levels. If results of analytical testing indicate soil samples contain COPC at concentrations greater than applicable cleanup levels, those samples will be removed from our geotechnical laboratory and placed with the other IDW, as discussed in the environmental section of this proposal.
2. Developing recommendations for site preparation, earthwork and fill placement including: criteria for clearing, stripping and grubbing; an evaluation of the characteristics of the soil and rock that underlies the site and excavation feasibility; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill, if required; guidance for preparation of subgrade soil, which will support slab-on-grade concrete floors, pavements and exterior hardscape; and criteria for structural fill placement and compaction in building, pavement areas and utility trenches.
3. Developing recommendations for design and construction of conventional shallow spread foundations and grade beams, including: allowable soil bearing pressures; minimum width and depth criteria; coefficient of friction and equivalent fluid density for the passive state of stress to estimate resistance to lateral loads; estimates of foundation settlement; and recommendations for treatment of unsuitable soil that might be present at proposed foundation grade. We also will provide recommendations for modulus of vertical subgrade reaction which may be used to design structural slabs and grade beams.
4. Developing recommendations for design and construction of on-grade floor slabs including: criteria for base course gradation, thickness and compaction; and the need for and criteria that may be used in the design of a moisture vapor barrier.
5. Providing seismic design criteria based on the 2012 International Building Code (IBC). We will provide a recommended seismic site class for use in seismic design.
6. Evaluating the feasibility of managing stormwater via disposal in on-site swales, drywells or other shallow infiltration systems, as appropriate, and recommendations for use by the civil engineer during design of such facilities.

7. Summarizing chemical analytical results, comparing them to regulatory cleanup levels and providing recommendations regarding additional assessment, handling and/or disposal of contaminated soil, as appropriate.
8. Providing a final combined environmental and geotechnical written report containing our findings, conclusions and recommendations.

The geotechnical and environmental site exploration programs will be managed by experienced representatives from our staff who will coordinate our on-site activities, obtain samples from the borings and maintain a continuous log of each exploration. Upon completion of site exploration, soil samples acquired during drilling will be returned to our laboratory for selection of representative samples for testing. Samples also will be selected and submitted to a qualified laboratory for chemical analytical testing. Results of our site exploration and laboratory testing programs will form the bases for engineering analyses, which will be used to formulate conclusions and recommendations commensurate with the scope of services described above.

Task 3: Loeff Carrousel Geotechnical Engineering Evaluation and Environmental Assessment

Task 3 will be similar in scope to Task 2, items 1 through 8. We anticipate advancing up to 10 borings using similar drilling methods and conducting geotechnical and environmental laboratory testing. A written report containing our findings, conclusions and recommendations for both geotechnical and environmental will be provided under separate cover from the Ice Ribbon and Skyride Terminal assessment. We have included a budget of \$11,500 for chemical analytical testing for the Loeff Carrousel. We assume that the IDW generated during Tasks 2 and 3 can be disposed in one mobilization for an estimated cost of \$2,000.

Task 4: Consultation during Design

We will provide post-report consultation during design to assist Parks and the design teams, upon request, with interpreting and incorporating our geotechnical and environmental recommendations. For budget estimating purposes, we assumed 12 hours for a principal engineer, and 12 hours for a senior engineer/project manager.

SCHEDULE, TERMS AND BUDGET

Currently, we are in a position to begin site exploration within 2 weeks of your notice to proceed. The Ice Ribbon and Skyride Terminal exploration program is expected to require approximately 2 to 3 days. The Loeff Carrousel exploration program will occur under a separate mobilization and is expected to take approximately 1 to 2 days. We assume that cultural resource discovery or observation will not delay the geotechnical and environmental drilling. Geotechnical laboratory testing will require an additional week after the field program is conducted. Chemical analytical laboratory testing will require approximately 2 weeks to complete. Our written report should be complete about 3 weeks after receiving the results of the chemical analytical testing. At your request, we can provide preliminary geotechnical recommendations following completion of the geotechnical laboratory testing.

Our services will be completed in accordance with the City of Spokane Parks and Recreation Consultant Agreement. The fee for our services will be determined on a time-and-expense basis using the rates contained in our Schedule of Charges, which is attached as part of this proposal. For the scope of services described above, we estimate our fee will be \$74,800 as summarized below:

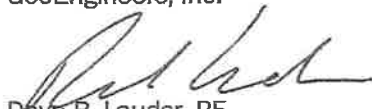
BUDGET SUMMARY

Task	Cost Estimate
Task 1: Construction Soil Management Plan	\$6,800
Task 2: Ice Ribbon and Skyride Terminal Geotechnical and Environmental Assessment	\$33,500
Task 3: Looft Carousel Geotechnical and Environmental Assessment	\$29,400
Task 4: Consultation During Design	\$5,100
Total	\$74,800

There are no intended third party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers. This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to submit this revised proposal and look forward to working with you on this project. If you have any questions regarding our proposed scope of services or estimated fee, please call.

Sincerely,
GeoEngineers, Inc.


Dave R. Lauder, PE
Geotechnical Engineer


J. Robert Gordon, PE
Principal

DRL:JRG:gh

Attachments:

Schedule of Charges – Riverfront Park Redevelopment Project 2015-2016

cc: Harvey Morrison
Morrison Construction Management

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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Riverfront Park Redevelopment Project City of Spokane / Berger Partnership Schedule of Charges – 2015-2016

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Engineer/Scientist/Analyst	\$ 98/hour
Staff 2 Engineer/Scientist/Analyst	\$ 108/hour
Staff 3 Engineer/Scientist/Analyst	\$ 118/hour
Engineer/Scientist/Analyst 1	\$ 128/hour
Engineer/Scientist/Analyst 2	\$ 132/hour
Senior Engineer/Scientist/Analyst 1	\$ 147/hour
Senior Engineer/Scientist/Analyst 2	\$ 158/hour
Associate	\$ 179/hour
Principal	\$ 204/hour
Senior Principal	\$ 220/hour

Technical Support Staff

Administrator 1	\$ 67/hour
Administrator 2	\$ 72/hour
Administrator 3	\$ 77/hour
CAD Technician	\$ 82/hour
CAD Designer	\$ 91/hour
CAD Design Coordinator	\$ 100/hour
Technician	\$ 50/hour
Senior Technician	\$ 64/hour
Lead Technician	\$ 72/hour
Environmental Technician	\$ 82/hour

Software Development Staff

Database Architect/Analyst	\$ 170/hour
Senior Database Architect/Analyst	\$ 190/hour
Business Analyst	\$ 170/hour
Senior Business Analyst	\$ 190/hour
Software Architect/Developer	\$ 190/hour
Senior Software Architect Developer	\$ 212/hour
IT Project Manager	\$ 212/hour
Senior IT Project Manager	\$ 240/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	155.00
Environmental Exploration Equipment, per day	\$	180.00
Geotechnical Exploration Equipment, per day	\$	130.00
Groundwater Monitoring Equipment, per day	\$	248.00
Operations and Maintenance Equipment, per day	\$	255.00
Special Inspection and Testing Equipment, per day	\$	16.00
Water Quality Equipment, per day	\$	155.00
	\$	

Specialized Equipment

Crack Gauges, per gauge	\$	30.00
Data Logger with Transducers, per day	\$	105.00
Disposable Ballers, each	\$	16.00
Field Data Acquisition Equipment, per day	\$	50.00
Flowmeter, per day	\$	105.00
GPS Unit, per day	\$	105.00
Level C PPE, per day	\$	26.00
Nuclear Density Gauge, per hour (4-hour daily min.)	\$	10.00
Padlocks, each	\$	15.00
pH Meter, per day	\$	15.00
Scuba Diving Equipment, per day, per diver	\$	260.00
Soil Samples (in Rings), per sample	\$	5.00
Soil Samples (in Sleeves), per sample	\$	8.00
Underwater Camera - Still, per day	\$	50.00
Underwater Camera - Video, per day	\$	155.00
Vehicle usage, per mile, or \$60/day, whichever is greater	\$	0.77
Vehicle - 4-Wheel Drive Truck, per day (1 day min.)	\$	85.00
Water Filters, each	\$	32.00
Miscellaneous Field Equipment, at current rates, list available upon request, per day	\$	20.00

Specialized equipment will be quoted on a per-job basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

In-House Disposable Field Supplies

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

Laboratory Schedule of Charges

Type of Test	Unit Price*
Moisture Content / Oven (ASTM D2216)	\$ 18.00
Sample Preparation	
Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour	\$ 48.00
Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour	\$ 48.00
Remolding - Remold a soil sample to desired moisture and density, per hour	\$ 48.00
Moisture/Density	
Rings	\$ 25.00
Shelby Tubes, waxed chunk	\$ 40.00
Tubes (liners), chunk	\$ 40.00
Organic Content (ASTM D2974)**	\$ 62.00
Particle Size Analysis	
Sieve (ASTM C136) max size < 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 88.00
Sieve (ASTM C136) max size > 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 90.00
Percent Passing No. 200 (ASTM C117-87/D1140)	\$ 48.00
Combined Sieve and Hydrometer (ASTM D422)	\$ 150.00
Hydrometer only (ASTM D422)	\$ 98.00
Atterberg Limits (ASTM D4318)	\$ 110.00
Nonplastic	\$ 68.00
Specific Gravity, Fine Material (ASTM D854)	\$ 68.00
Specific Gravity, Coarse Material (ASTM C-127)	\$ 55.00
Percent of Fracture (ASTM D5821)	\$ 38.00
Sand Equivalent (AASHTO T 176, ASTM D-2419)	\$ 63.00
Compaction (ASTM D1557/D698, Methods A, B and C, AASHTO T-180)	
4 point	\$ 150.00
Direct Shear (ASTM D3080)	
Per point	\$ 110.00
Vane Shear (ASTM D4648)	
3 points**	\$ 57.00
Consolidation (ASTM D2435)	
With 2 timed load increments	\$ 360.00
Permeability	
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)**	\$ 190.00
In triaxial cell with back pressure saturation (ASTM D 5084)**	\$ 520.00
One-Dimensional Swell (ASTM D4546)	
Method A**	\$ 360.00
Method B**	\$ 360.00
Method C**	\$ 620.00
Triaxial Compression	
Unconfined Comp. - UC (ASTM D2166)	\$ 93.00
Unconsolidated Undrained - UU (ASTM D2850)**	\$ 180.00
Triaxial Unconsolidated Undrained (back pressure saturation)**	\$ 360.00
Consolidated Undrained (ASTM D4767) with pore press. meas. - CU/S/P**	\$ 520.00
Consolidated Drained - CD**	\$ 520.00
Consolidated Undrained or Consolidated Drained (3 points)**	\$ 1,250.00
CBR with 4 point Proctor (ASTM D1883)	\$ 470.00
Rock Point Load Index Test (ASTM D5731)	\$ 26.00
Unconfined compressive strength of rock cores (ASTM D7012)	\$ 36.00
Concrete Cylinders (ASTM C39) compressive strength (includes C31 molding/curing)	\$ 20.00
Mortar Cylinders (ASTM C780)	\$ 21.00
Masonry Unit Prisms (ASTM C1314)	\$ 105.00
Grout Prisms (ASTM C1019)	\$ 26.00
High Strength Grout Cubes (ASTM C109)	\$ 20.00
Soil Cement/CLSM Unconfined Compression (ASTM D 4832)	\$ 36.00
Concrete Beam Flexural Strength by Third-Point Loading (ASTM C 78)	\$ 78.00
Compressive Strength of Drilled Concrete Core (ASTM C 42)	\$ 36.00
SFRM Density (ASTM E605)	\$ 32.00

Other tests charged at negotiated rates

*Increase unit prices by 20 percent – 50 percent for contaminated samples.

** Conducted in our Redmond Laboratory, additional shipping charges may apply.

All rates are subject to change upon notification.

INTERDEPARTMENTAL AGREEMENT
BETWEEN THE CITY OF SPOKANE UTILITIES DIVISION AND PARKS &
RECREATION DEPARTMENT REGARDING BOSCH LOT PROPERTY

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

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

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

WHEREAS, Utilities will commence construction of two (2) separate projects during the next four (4) years: (1) a 1 million gallon combined sewer overflow (CSO) facility scheduled from April 1, 2016, to early 2017 and (2) Reconstruction of the Post Street Bridge, scheduled to begin in early 2019 and continuing through 2020; and

WHEREAS, the Bosch Lot Property is currently used by Parks as public parking and generates annual average revenues to Parks in the amount of approximately \$104,460 based on the last three years of revenue; and

WHEREAS, as a result of the two projects listed above, the Bosch Lot Property will be out of commission for the two (2) separate time periods over the next four (4) years and will result in lost revenues to Parks; and

WHEREAS, Utilities has agreed in exchange for use of the Bosch Lot Property to

make up the lost parking revenues due to the Project to be calculated as the difference between actual parking revenues and the average annual revenues of approximately \$104,460; and

WHEREAS, the Parties wish to memorialize their understandings and agreements for use of the Property and calculation of the lost revenues into this Agreement;

-- Now, Therefore, The Parties hereby agree as follows:

1. PARTIES: The parties are the City of Spokane Parks & Recreation Department and the City of Spokane Water-Wastewater Management Department. The parties understand they are both part of the same municipal corporation, and, through they operate as independent agencies of the City of Spokane and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. For this purpose, the Water-Wastewater Management Department is represented by the Division Director of Utilities. Parks is represented by the Parks Board acting through the Parks Director.
2. PURPOSE: The purpose of this Agreement is to establish the terms and conditions for use of the Bosch Lot Property and to define the calculation of the lost revenues to Parks for parking services during the construction of the two (2) projects affecting the Property.
3. CONSIDERATION: The parties agree as follows:
 - a. Parks will perform an accounting of all parking revenues received for parking services on the Bosch Lot in years 2013 through 2015 to this Agreement and provide to Utilities a copy of the accounting to establish the baseline revenues.
 - b. During the term of this Agreement, Utilities will pay to Parks the difference between the actual parking revenues received by Parks for parking services on the Bosch Lot and average annual parking revenues received by Parks for parking services on the Bosch Lot in years 2013 through 2015.
 - c. The average annual parking revenues for the Bosch Lot will be summed and averaged to a quarterly figure.
 - d. Utilities will pay Parks no later than the last month of each quarter twenty six thousand one hundred fifteen dollars (\$26,115) less any actual parking revenue received by Parks from the Bosch Lot within the same quarter for the term of this Agreement.

- e. Compensation from Utilities to Parks will occur only during the time periods where Parks collects less than the average quarterly revenues from the Bosch Lot Property.
 - f. The first and last months of construction will be prorated for actual days the parking lot is out of service.
 - g. The Parties agree that all monies may be audited upon request of either party during the term of this Agreement.
 - h. In the time periods between project construction, the Bosch Lot will be retained as a gravel parking area, similar to the current condition, and will be marketed for parking uses by citizens and City employees.
4. DURATION: This Agreement shall be effective April 1, 2016 and shall remain in effect until the earlier of completion of the two (2) construction projects or 2021.
5. INDEMNIFICATION:
- a. Utilities shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.
 - b. Parks shall indemnify and hold harmless Utilities, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Utilities, its employees and agents are determined to have acted negligently.
6. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral Agreement or arrangement between the parties.
7. PERMITS: The Parks Department will not unreasonably withhold its consent to requests by the Wastewater Department for the Parks Department to execute documents allowing the Wastewater Department to apply for zoning changes, use applications, variance, utility hook-ups, building permits, and other such applications as may be required by the Wastewater Department in order to develop, construct, and install any Stormwater and/or CSO Control Facilities on Parks Property. All costs for such applications will be borne by the Wastewater Department. The Parks Department consents to such applications shall not

constitute a waiver of any statutory or regulatory procedures, notices, or hearings, which apply to such applications.

8. AMENDMENT: This Agreement may only be modified or amended in writing, if the writing is signed by both parties, as approved by the City Council and Mayor.
9. SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DATED: _____

CITY OF SPOKANE
PARKS & RECREATION DEPARTMENT

Director

PARK BOARD APPROVED _____

Approved:

Attorney for Park Board

Dated: _____

CITY OF SPOKANE

Mayor

Dated: _____

Scott M. Simmons
Director of Utilities Division

Approved as to form:

Assistant City Attorney

Attest:

City Clerk

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Parks Cumulative Reserve Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1950-99999 Parks Cumulative Reserve Fund	
	99999- Designated Reserves	<u>\$ 47,800</u>
To:	1950-54920 Parks Cumulative Reserve Fund	
	94000-56701 Reserve for Capital Outlay	<u>\$ 47,800</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding for Sky Prairie (Impact Fees) Park Capital Improvements not anticipated during the 2016 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-99999 Parks Fund	
	99999- Unappropriated Reserves	<u>\$ 60,000</u>
To:	1400-30210 Parks Fund	
	76100-54101 Professional Services	<u>\$ 60,000</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding for professional services provided by My Spokane for the Parks Division not anticipated during the 2016 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-99999 Parks Fund	
	99999- Unappropriated Reserves	<u>\$ 64,000</u>
To:	1400-30210 Parks Fund	
	76150-54203 Surveys/Studies	<u>\$ 64,000</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding for the Collins Group to assist the Parks and Recreation Division, City of Spokane, in managing and conducting a Capital Fund Drive Feasibility Study for the Riverfront Park Redevelopment. This was previously approved however the 2015 encumbrance was not rolled forward during the year end process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

2016 Parks and Recreation Organization Chart (Revised)

