



Spokane Park Board

3:30 p.m. Thursday, December 8, 2022
In-person in Council Chambers, City Hall, and
virtually via WebEx

Park Board members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Greta Gilman
- Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- X Christina VerHeul
- X Jonathan Bingle – City Council liaison

Parks staff

- Jason Conley
- Nick Hamad
- Jennifer Papich
- Al Vorderbrueggen
- Mark Buening
- Berry Ellison
- Kris Behr
- Sarah Deatrich

Guests

MINUTES

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

1. **Roll Call:** Jennifer Ogden
President Ogden called the meeting to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
A. None
3. **Public comment:**
A. None
4. **Consent agenda**
A. Administrative and committee-level items:
 - 1) [November 10, 2022, regular Park Board meeting minutes](#)
 - 2) [Claims – November 2022](#)
 - 3) [Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase \(\\$77,932.74\) – Nick Hamad](#)
 - 4) [Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket, \\$510,000 \(\\$102,000/year\) – Carl Strong](#)
 - 5) [Utilities/Parks Interdepartmental Agreement Amendment/Riverfront Park parking lots \(Revenue: \\$96,865, no tax\) – Jonathan Moog](#)
 - 6) [Environmental Covenant with Washington Department of Ecology – Jonathan Moog / Berry Ellison](#)

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #6, as presented

Gerry Sperling seconded.

Motion passed with unanimous consent (10-0)

5. Special guests

A. None

- 6. Financial report and budget update** – Mark Buening presented the November financial report and budget update. The November operating expenditures for the Park Fund are almost \$4.8 million higher than the historic budget average. Year-to-date revenues are approximately \$3 million above the budget average. Revenues are exceeding expenditures almost \$235,000. The November operating expenditures for the Golf Fund are nearly \$441,000 higher than the budget average. Year-to-date revenues are exceeding the budget average about \$230,000. Revenues are exceeding expenditures about \$1.5 million year-to-date.

Mark gave thanks to the accounting team who, through their diligence, were able to prepare and provide necessary reports in a short timeframe.

7. Special discussion/action items:

A. **EXPO+50 Activation Update** – Garrett Jones

- 1) Garrett began his presentation by giving an overview of the initiative as we move toward 2024. A variety of local agencies & organizations are working to develop a plan to celebrate the 50th anniversary of EXPO '74, and what we are moving toward in the next 50 years. Celebration project involved long-range partnership plans with stakeholders from the downtown core and the community. The planning is divided into five areas: infrastructure & amenities; funding & government structure; EXPO+50 events & special activities; marketing & branding; and connectivity, mobility, and walkability of downtown Spokane and the river corridor. The goal is to bring the community together to celebrate and reflect upon how EXPO '74 shaped Spokane, and also what direction we will take moving forward. Permanent amenities and activities will be added, as well as one-time events and special activities, giving the community an opportunity to gather and celebrate. Twelve core partners of the City are contribute through in-kind services/staff, and a funding model to run from 2023 into 2024. The partners include the City of Spokane Parks Department, Spokane County, the Public Facilities District, the Novia Foundation, Greater Spokane, the Downtown Spokane Partnership, the Spokane Sports Commission, the University District, Visit Spokane, Gonzaga University, Avista, and Kendall Yards. The initiative focuses the river's importance in Spokane and visualizing it as the center of the community rather than a boundary. The activation of the river will add amenities and acknowledge three distinct districts within the downtown core.
- 2) Garrett's presentation included:
 - a. Our goals
 - b. Our considerations
 - c. Event structure
 - d. Themes (with definitions)
 - e. Calendar of possible anchor events
 - f. Milestones/tasks moving forward
 - g. Questions/concerns
 - h. Desired qualifications of a Parks Program Manager
- 3) \$450,000 dollars were received from ARPA through Visit Spokane, in addition to \$120,000 per year from our 12 partners
 - a. Councilman Bingle asked for clarification regarding the \$120,000 from partners. Garrett explained it will be received as \$10,000 per year, from each of the 12 partners, for 2023 and 2024.
 - b. Councilman Bingle inquired what portion of the ARPA funds will Parks request. Garrett explained Parks' intended starting point is approximately \$50,000

8. **Committee reports:**

Urban Forestry Tree Committee: November 29, 2022 - Kevin Brownlee

- A. Action items: None - The November 29 meeting was canceled.
- B. The next regularly scheduled meeting is 4:15 p.m. January 3, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: December 6, 2022 - Gerry Sperling

- A. Action items: None - The December 6 meeting was canceled - Gerry Sperling
- B. Gerry conveyed there is simulator golf offered at all the golf courses. One must call the clubhouses or check our website for site-specific information.
- C. The next scheduled meeting is 8:00 a.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: November 30, 2022 - Greta Gilman

- A. Action items: Action items were presented on the consent agenda.
- B. Discussion items included a presentation by the Spokane Tribe regarding a partnership with the City of Spokane for a permanent location of the American Indian Community Center in High Bridge Park, a landowner's request for a utility easement, dog park update, and Parks Master Plan implementation.
- C. The next scheduled meeting is 3:30 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: November 30, 2022 meeting was canceled. - Sally Lodato

- A. Action items: None - The November 30 meeting was canceled.
- B. The next scheduled meeting is 5:15 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: December 5, 2022 - Nick Sumner

- A. Action items: Action items were presented on the consent agenda.
 - 1) President Ogden gave a reminder of the winter activities taking place at Riverfront Park and encourages families to participate in the holiday cheer.
- B. The next scheduled meeting is 4:00 p.m. January 9, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Finance Committee: December 6, 2022 - Bob Anderson

- A. [Dedicating West Canyon Drive as a public road / Indian Canyon Park & Indian Canyon Golf](#)
- Nick Hamad

- 1) West Canyon Drive is a public road outside of City limits which is located behind Indian Canyon Golf course, connecting to Government Way up to Assembly and eventually, Sunset Highway. This road is near the end of its life, is currently in poor condition and can no longer be safely maintained. For this reason, it was closed in November. Before the closure, this road was used primarily by the public for transportation purposes. It also provides access to the Indian Canyon Golf Course maintenance shop. Parks has never maintained public streets inside or outside of the city, and Canyon Drive is functioning as a public county road. Parks has never maintained Canyon Drive. Despite Canyon Drive's use as a public roadway, there is no existing record of the roadway ever being dedicated as 'Right-of-Way', or as a public roadway. A dedication is required to reflect current use and provide opportunity for proper maintenance. The resolution is non-binding and if accepted by Park Board expresses Park Board intent that West

Canyon Drive from the intersection of West Bonnie to the intersection of West Greenwood Boulevard be dedicated as a public roadway to Spokane County. Since the road is in the County, Spokane County is the appropriate authority having jurisdiction, not Spokane City. The resolution further resolves that the Parks Director and appropriate Parks staff are authorized to work with Spokane County staff to perfect the dedication of West Canyon Drive to Spokane County as a public roadway. Since the resolution is non-binding, additional process is required to apply for the roadway to be dedicated, and the county must accept the public roadway per its typical process. It may be possible that the County may decline accepting the roadway. If the resolution is approved, Garrett Jones, Nick Hamad and the Public Works Director or her designee may take this to City Council and request their endorsement for the dedication. Parks would then follow the typical process for dedicating public roadway in Spokane County, ultimately asking the county commissioners to accept the dedication. This process allows for adequate review and input by the County, City, and general public regarding this issue. The outcome of this process will ultimately determine which entity – City Parks, City Streets, County Roads is responsible for maintaining the roadway.

Motion No. 2: Bob Anderson moved to approve the resolution dedicating West Canyon Drive as a public roadway.

Kevin Brownlee seconded.

Greta Gilmore inquired if the Friends of the Palisades have been contacted and whether they are in favor of the resolution. Nick assured Greta that the Friends of the Palisades have been contacted and support any measure to improve West Canyon Drive.

Bob Anderson asked whether we verified the legality of this process with our Legal Department, to which Nick replied that the Legal Department has confirmed Parks can legally dedicate this land as Right-Of-Way.

Councilman Bingle questioned how the road's closure will affect surrounding areas. Nick stated the alternate routes may affect one's commute time; however, a detour would be managed on Government Way, which is another City arterial.

Motion passed with unanimous consent (10-0)

B. The next regularly scheduled meeting is 3:00 p.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee (DVC): November 16, 2022 – Bob Anderson

A. Action items: None

- 1) Garrett Jones presented the EXPO+50 update.
- 2) Fianna Dickson presented the quarterly volunteer report. She also presented a draft policy and procedure for Adopt-A-Park and Park Friends. The policy provides direction, expectations, and support for community involvement in parks.
- 3) The Development & Volunteer Citizens Advisory Committee (DVCAC) met on Thursday, November 17. Members shared recent successes and introduced upcoming events.
 - a. Lee Williams (Friends of Coeur d'Alene Park) spoke of the Halloween Spook Walk which earned \$4000. Future events include an art fest in June 2023, and the summer concert series later in the summer.
 - b. Trevor Finchamp (Friends of the Bluff) is focused on planning and preparing for post-winter activities, including new trail maps. Their first 2023 events will begin in

June.

- c. Cole Taylor (Friends of Riverfront Park) discussed efforts to develop a website for their group. Trevor Finchamp provided recommendations for Cole.
 - d. Kelly Brown (Friends of Manito) provided an update on their holiday light show.
 - e. Three group members' first terms are expiring in February, including Kelly Brown's term as interim Chair. A motion to extend her term through January 2024 was passed.
- 4) Bob explained a purpose of the DVCAC is to provide access to the Park Board through the DVC. Members are encouraged to develop presentations highlighting their activities and requests for increased Park support. They are working on their presentations with plans to bring them to the Committee in 2023. Bob remarked that seeing the growth of the CAC has been a rewarding experience. The CAC's vision of community members working with Parks to enhance their groups' efforts and strengthen the community has been led by groups' original members. Bob recognized DVCAC Chair, Kelly Brown, for her efforts which have been essential to the development of the group.
- B. The next regularly scheduled meeting is 3:00 p.m. Dec.21, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. **Reports**

A. President: Jennifer Ogden

- 1) Jennifer wished everyone a Merry Christmas and happy holidays.
- 2) Official appointments for the nominating committee for the next Park Board officers will be in January. One may serve on the committee even if they wish to be an officer or may be asked to be an officer.

B. Liaisons

- 1) Conservation Futures – Nick Sumner – No report given.
- 2) Parks Foundation – Barb Richey
 - a. Total revenue for 2023 will be 480,200 cents.
 - b. The 2023 grant allowance budget was increased by \$10,000, allowing up to \$60,000 for grants.
 - c. Treasurer Marta Defenbach's term is expiring. She will be replaced by new board member, Gene Fitzpatrick from Spokane City Credit Union. Craig Anderson, Amy Lutz, and Ted McGregor have renewed their board positions for three years. Kevin Hennessey will be President beginning in January. Wade Schertenlieb will be President-Elect, and Amy Lutz will be Past Chair.
 - d. The next scheduled meeting will be at 4:30 p.m. on Wednesday, February 22, 2023.
- 3) City Council – Jonathan Bingle
 - a. City Council is updating their committees and Mr. Bingle will remain in his role with the Park Board.
 - b. Council is also working on approving a 2023 budget. Mr. Bingle has asked the City's CFO to provide an analysis of what it would look like if Parks received 8% of the entire budget as opposed to 8% of the general fund for park improvements and a possible new park in NE Spokane.
 - c. Council is requesting funding from state legislature for the American Indian Cultural Center.
 - d. Council removed Don Kardong Bridge funding ask from their tier-1 legislative asks as the bridge repair will be privately funded.

C. Director: Garrett Jones

- 1) Garrett expressed thanks to the Park Board and staff for a successful year.

- a. Approximately \$7 million of non-Parks Department funding was invested in Parks capital projects in 2022, which is 3.5 times the amount Parks contributes to our capital program. Garrett recognized City Council, ARPA, Avista, County Conservation Futures, City Utilities for their contributions.
- b. Don Kardong Bridge is nearly finished and will be opening soon.
- c. Milestones of 2022:
 - i. Adoption of the Parks and Natural Land Master Plan
 - ii. Downriver Golf Course project completed. A little over 20 million gallons of water, or 40%, saved in one year.
 - iii. Dwight Merkel Sports Field renovation is complete.
 - iv. Other 2022 accomplishments include:
 - 1. Palisade Park Rimrock to Riverside expansion
 - 2. Red Wagon renovation
 - 3. Riverfront North Suspension Bridge completion
 - 4. Don Kardong Bridge renovation
 - 5. Avista Upriver Park Project
 - 6. The Seeking Place art installation at Riverfront Park
 - 7. Year round free and affordable programming at Riverfront Park
 - 8. The SEEK and Parks Foundation grants for youth recreation programs
 - 9. Community Center and outdoor program partnership for outdoor recreation through SEEK funding
 - 10. Youth gang intervention pilot program
 - 11. SpoCanopy Tree Planting and Education Program continued growth through partnership with the Lands Council
 - 12. The Pacific Education Institute and On Track Academy partnership
 - 13. The tree seedling giveaway symposium Tree Planting and Education Program
 - 14. Manito Park Mirror Pond swan sculpture
 - 15. Manito Park Holiday Lights
 - 16. Arbor Day Celebration
 - 17. Fall Leaf Celebration
- d. Garrett thanked the Board for their leadership, guidance, and trust in Parks staff
- e. Garrett thanked Parks staff
- f. Garrett extended special thanks to Parks management team.
 - i. Al Vorderbrueggen, Angel Spell, Carl Strong, and Katie Kosanke from Operations
 - ii. Jen Papich, Ryan Griffith, and Mark Poirier from Recreation
 - iii. Jon Moog, Amy Lindsey, and Kevin Sharrai from Riverfront Park
 - iv. Mark Buening from Finance
 - v. Jason Conley, Fianna Dickson, and Nick Hamad from Admin

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:27 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. January 3, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: 3:30 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: 5:15 p.m. January 4, 2023, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. January 9, 2023, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: 8:00 a.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Finance Committee: 3:00 p.m. January 10, 2023, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: 3:00 p.m. December 21, 2023, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

B. Park Board: 3:30 p.m. January 12, 2023, Council Chambers, lower-level City Hall, and virtually via WebEx.

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

Minutes approved by:

Garrett Jones

Garrett Jones, Director of Parks and Recreation



Spokane Park Board

3:30 p.m. Thursday, November 10, 2022
In-person in Council Chambers, City Hall, and
virtually via WebEx

Park Board members

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner (*Exits @ 3:57*)
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- Hannah Kitz (Absent/excused)
- X Kevin Brownlee
- X Christina VerHeul
- X Jonathan Bingle – City Council liaison

Parks staff

- Jason Conley
- Nick Hamad
- Jon Moog
- Al Vorderbrueggen
- Mark Buening
- Mark Poirier
- Jennifer Papich
- Sarah Deatrich
- Kris Behr

Guests

- Anna Everano
- Kelly Brown

MINUTES

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

1. **Roll Call:** Jennifer Ogden
President Ogden called the meeting to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
A. None
3. **Public comment:**
A. None
4. **Consent agenda**
 - A. Administrative and committee-level items
 - 1) October 13, 2022, regular Park Board meeting minutes
 - 2) October 24, 2022, special Park Board meeting minutes
 - 3) Claims – October 2022
 - 4) MTLA Addendum #1/Additional Services for Liberty Park Playground \$10,802.00 (no tax) – Berry Ellison
 - 5) Garco Change Order #3/Don Kardong Bridge Construction for \$108,644.64 (tax inclusive) – Berry Ellison
 - 6) 1 West High Drive Access Easement Agreement / High Drive Park (no cost) – Nick Hamad
 - 7) Fisher Construction Group, Inc. Construction Change Order #3 / Downriver Golf Course Roof Renovation (\$8,243.54+tax) – Nick Hamad
 - 8) Lexicon DBA Heritage Links Change Order #5 / Downriver Golf Course Irrigation Renovation (\$22,960.56+tax) – Nick Hamad
 - 9) 5-year contract extension for Mark Gardner, dba Mark's Golf, Inc – Mark Poirier

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #9, as presented

Barb Richey and Sally Lodato seconded.
Motion passed with unanimous consent (9-0)

5. **Special guests**

Spokane Youth and Senior Centers' Association quarterly update – Anna Everano, West Central Community Center Marketing and Administrative Coordinator, presented a recap of the activities, fundraising accomplishments and participation hours at Spokane's 10 youth, senior and community centers.

6. **Financial report and budget update** – Mark Buening presented the October financial report and budget update. The October operating expenditures for the Park Fund are approximately \$4.6 million more than the historic budget average. Year-to-date revenues are about \$2.7 million above the budget average. Revenues are exceeding expenditures almost \$138,000. The October operating expenditures for the Golf Fund are almost \$353,000 more than the budget average. Year-to-date revenues are exceeding the budget average about \$270,000. Revenues are exceeding expenditures about \$1.9 million year-to-date.

- A. Jennifer Ogden questioned whether we have continued the use of organic methods to reduce the cost of maintaining the greens at the golf courses, to which Gerry Sperling answered that we continue to use organic methods with the exception of circumstances where use of different methods is needed.

7. **Special discussion/action items:**

- A. None

8. **Committee reports:**

Riverfront Park Committee: Nov. 7, 2022 - Nick Sumner

- A. Wesslen Construction, Inc./riverfront lilac butterfly fabrication and installation (\$243,884, plus tax) – Nick Hamad
1. Following the January 2021 windstorm, which severely damaged the RFP lilac butterfly, extensive planning and research were undertaken, with Coffman Engineers, to design & create bid documents for a reliable butterfly capable of withstanding wind speeds up to 103 mph. Nick presented the contract proposal by Wesslen Construction and highlighted that the evaluation of the proposals was intended to score by qualifications, not just price, to ensure a more quality product. The three-part scoring of the submitted bids weighed 1) Technical Proposal, 2) Management Proposal, and 3) Cost Proposal. \$225,000 for this project would be provided from the City Council provided wind damage funding, and approximately \$40,000 from excess bond funds. The anticipated timeline for fabrication beginning in winter of 2022, with on-site construction beginning spring of 2023 and a grand reopening in the summer of 2023.
 2. Christina VerHeul questioned whether the proposed cost is in line with the anticipated cost, to which Nick replied that the cost proposal is higher than expected; however, it does reflect the lowest bid cost for the project. Jennifer Ogden mentioned the cost reflects the increase in construction costs and the extensive engineering undergone for the project.
 3. Gerry Sperling mentioned a warranty and Nick explained there is at least at least a 5-year manufacturer warranty on the fabric of the butterfly and a one-year contractor warranty on defective materials and labor. Nick checked with Berry to confirm the length of the manufacturer's warranty, which is 7 years. It is expected that the fabric last 15-20 years prior to fading enough that it should be replaced.
 4. Barb Richey asked whether the butterfly will be lighted as was the original Expo '74 butterfly to which Nick answered that new lighting is not included as FEMA funds will

cover only what is being replaced.

5. Bob Anderson questioned if there would be cost efficiencies for the manufacturing of additional butterflies since the engineering and design work is complete. Nick replied the plans and drawings are City Parks' property, and the City could re-use those plans for future butterflies, which would save more than \$100,000 on construction of new butterflies.
6. Jennifer Ogden mentioned we are still accepting donations for the butterflies.

Motion No. 2: Nick Sumner moved to approve the Wesslen Construction, Inc./riverfront lilac butterfly fabrication and installation (\$243,884, plus tax).

Barb Richey seconded.

Motion passed with unanimous consent (9-0).

- B. Nick Sumner reported RFP Committee is in discussions regarding the story of the railroad, the relevance of the clock tower to the railroad, and the possibility of adding a replica railroad to the park to help tell that story. He also reported operations are going well, ice is being made, and the ice ribbon will be opening soon.
- C. The next scheduled meeting is 4 p.m. Dec. 5, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Nick Sumner exits, 3:57

Urban Forestry Tree Committee: Nov. 8, 2022 - Kevin Brownlee

- A. Action items: None
- B. The next regularly scheduled meeting is 4:15 p.m. Nov 29, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Golf Committee: Nov. 8, 2022 - Gerry Sperling

- A. Action items: Action items were presented on the consent agenda.
- B. Gerry Sperling recapped consent agenda #9 (5-year contract extension for Mark Gardner, dba Mark's Golf), mentioned Mr. Gardner's substantial list of accomplishments is contained in the agenda packet, and informed the Board of his recent induction into the Pacific NW PGA Hall of Fame. Gerry sent congratulations to Mr. Gardner for this accomplishment.
- C. Downriver roof is repaired, and the irrigation project is finished. A pine beetle infestation has caused significant damage, and approximately 200 trees must be felled and removed from Downriver in order to conserve and maintain the healthy trees, and also to protect the conservation area surrounding the course. This work must be completed prior to the warmer weather in Spring and could cost the City hundreds of thousands of dollars.
- D. Golf courses are preparing for winter. There will be indoor activities at all club; however, it is necessary to call ahead.
- E. The next scheduled meeting is 8 a.m. Dec 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: Nov. 2, 2022 - Greta Gilman

- A. Action items: Action items were presented on the consent agenda.
- B. Avista presented their Metro-to-Sunset transmission rebuild of the overhead high-voltage transmission lines which connect the Metro sub-station to the Sunset sub-station in the fall of 2023.
- C. The next scheduled meeting is 3:30 p.m. Nov. 30, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Recreation Committee: Nov. 2, 2022 - Sally Lodato

- A. Action items: Action items were presented on the consent agenda.
- B. Jennifer Papich presented November Recreation Committee updates. The presentation is included in the packet.
- C. The next scheduled meeting is 5:15 p.m. Nov. 30, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

Finance Committee: Nov. 8, 2022 - Bob Anderson

- A. Action items: None
- B. The next regularly scheduled meeting is 3 p.m. Dec. 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: Oct. 19, 2022 – Bob Anderson

- A. Action items: None - Canceled
- B. The next regularly scheduled meeting is 3 p.m. Dec. 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

9. **Reports**

A. President: Jennifer Ogden

- 1. President Ogden pointed out the differences between conservation lands and natural lands. Conservation lands are those that place the wildlife, flora, and fauna above human priorities, whereas natural lands place flora, fauna and humans on an equal playing field. Nick Hamad will complete a glossary of terms to be included in the Master Plan and in the dog park guidelines.
- 2. Greta Gilman mentioned Conservation Futures lands often have trails within them. Jennifer Ogden explained that land that has been purchased with Conservation Futures is not necessarily designated as conserved land for wildlife only, it is simply the funding source. The designation as natural land or conservation land come later. Nick Hamad confirmed Jennifer's statement and added that we will further define the distinctions between Conservation Futures properties, conservation land, and natural land.

B. Liaisons

- 1. Conservation Futures – Nick Sumner – No report given
- 2. Parks Foundation – Barb Richey
 - a. Parks Foundation and Park Board are scheduled to meet regarding Riverfront Park dog park. Amazon Smile will offer .5% off eligible purchases which may be rounded up to be donated to Spokane Parks Foundation.
 - b. Riverfront Park tree lighting ceremony is on November 26 from 4 p.m. to 6 p.m. The Parks Foundation will have a meet & greet table and will be raising money for parks as well as the lilac butterfly.
 - c. Parks Foundation community grant applications are due Nov. 30.
 - d. Parks Foundation end of year meeting is Wednesday, December 7th.
- 3. City Council – Jonathan Bingle – No report given

C. Director: Garrett Jones

- 1. Mr. Jones thanked Parks staff for a great month as we transition from Summer to Winter. He also thanked golf staff golf pros for a great season and congratulated Mark Gardner on another five years at Qualchan.
- 2. Nick Hamad was recognized by the City Administrator and the Mayor at the department head quarterly meeting for his outstanding community outreach, research, data collection, and information that was compiled for the dog park study. Many said it was

the most robust outreach process they have seen. Garrett thanked Nick for his leadership.

3. The Ice Ribbon opens November 19th.
4. Garrett extended well wishes to Russ Anderson, electrician in Park Operations, who has retired.
5. Garrett thanked Park Operations and Urban Forestry for their preparedness going into a weekend of high winds.
6. Riverfront Park's Winter Market returns on Wednesdays beginning November 30.
7. On November 12, volunteers from Inland NW conservancy and Friends of Palisades worked with Parks staff on rehabbing wildfire damage by reseeding and planting forbs and trees.
8. Garrett expressed appreciation and thanks to military veterans.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email: None

12. **Adjournment:** The meeting was adjourned at 4:23 p.m.

13. **Meeting dates**

A. Committee meeting dates

Urban Forestry Tree Committee: 4:15 p.m. Nov. 29, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Land Committee: 3:30 p.m. Nov. 30, 2022, Sister City conference room, first floor lobby of City Hall, and virtually via WebEx.

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Riverfront Park Committee: 4 p.m. Dec. 5, 2022, Pavilion conference room, Riverfront Park, and virtually via WebEx.

Golf Committee: 8 a.m. Dec. 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Finance Committee: 3 p.m. Dec. 6, 2022, Tribal conference room, first floor lobby of City Hall, and virtually via WebEx.

Development & Volunteer Committee: 3 p.m. Dec. 16, 2022, Lilac conference room, first floor lobby of City Hall, and virtually via WebEx.

B. Park Board: 3:30 p.m. Dec. 8, 2022, Council Chambers, lower-level City Hall, and virtually via WebEx.

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

Minutes approved by: *Garrett Jones*

Garrett Jones, Director of Parks and Recreation

**CITY OF SPOKANE PARK AND RECREATION DIVISION
NOVEMBER 2022 EXPENDITURE CLAIMS**

FOR PARK BOARD APPROVAL - DECEMBER 8, 2022

PARKS & RECREATION:

SALARIES & WAGES	\$	854,156.34
MAINTENANCE & OPERATIONS	\$	681,607.44
CAPITAL OUTLAY	\$	7,455.60
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	47,086.94

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	29,232.80
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GOLF:

SALARIES & WAGES	\$	136,912.07
MAINTENANCE & OPERATIONS	\$	82,305.91
CAPITAL OUTLAY	\$	149,165.32
DEBT SERVICE PAYMENTS	\$	-

TOTAL EXPENDITURES:	\$	1,987,922.42
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Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	November 30, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Western States CAT / 2023 Caterpillar 303.5 Track Excavator Purchase (\$77,932.74)		
Begin/end dates	Begins: 10/13/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Purchase of (1) new 9,000 pound mini excavator and accessories from Sourcewell Purchasing Contract for use to install new irrigation systems within parks. Spokane Parks has experienced significant price escalation for new park irrigation system installation and in order to reduce the cost of park irrigation system installation desires to form city crew dedicated to new park irrigation installation. In order for this crew to be effective, purchase of a new min-excavator to facilitate the work is required. This purchase is being made from a publicly available purchasing cooperative approved by the City of Spokane Purchasing Department. By utilizing park staff for irrigation system installation where possible, the price for new irrigation installation is lowered from over \$2.00 per square foot to approximately \$0.75 per square foot.			
Motion wording: Motion to enter contract with Western States CAT for purchase of a new track excavator and accessories for \$77,932.75 including tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Eric Druffel Email address: Eric.Druffel@wseco.com Phone: 509.723.7022			
Distribution: Parks – Accounting Thea Prince Parks – Sarah Deatrich Al Vorderbrueggen / Carl Strong Requester: Nick Hamad Andy Thew Grant Management Department/Name: Eric Druffell (eric.druffell@wseco.com)			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$77,932.75 Budget code: 1950			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



SALES AGREEMENT

AGREEMENT: Q000298538-3

AGREEMENT DATE: 11/15/2022

AGREEMENT EXPIRES: 12/15/2022

WAREHOUSE: Liberty Lake Machine Sales

CUSTOMER NO.: 8202490

CUSTOMER PO:

SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

SOLD TO:

City Of Spokane - Parks & Rec
Attn: Parks & Recreation Dept
808 W Spokane Falls Blvd
Spokane, WA 99201-3333

SHIP TO:

Office
Attn: Parks & Recreation Dept
808 W Spokane Falls Blvd
Spokane, WA 99201-3333

ITEM DESCRIPTION

PRICE

2023 Caterpillar 303.5 Track Excavator S/N: TBD ID:E0115969	\$93,540.00
● Delivery Freight	
● EMS Basic - 500 Hour Parts Only	
● New Warranty - 24 mo 2,000 hours - Premier	
Caterpillar THUMB 303E S/N: TBD	\$2,272.90
Caterpillar CPLR 304H S/N: TBD - CPLR HPG 303-304.5	\$2,349.40
Caterpillar 12" GP BKT 1.7CFT 303 S/N: TBD	\$1,008.95
Caterpillar 24" GP BKT .30CYD 307D-308D S/N: TBD	\$1,245.25
List Price Discount - 20% Sourcewell Discount -	(\$18,228.00)
List Price Discount - Additional Dealer Discount -	(\$10,690.57)

Notes

This quote is provided using the National Sourcewell contract # 032119-CAT.

Before Tax Balance	\$71,497.93
Sales Tax	\$6,434.82
Trade Payoff	\$0.00
Downpayment	\$0.00
Net Due	\$77,932.75

Western States Equipment

City Of Spokane - Parks & Rec

Order Received by _____

Approved and Accepted by _____

Title Salesman _____ Date _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000298538-3

EQUIPMENT DETAILS

6163222 303.5 07A CR MHE CFG14B
5199265 SEAT, SUSPENSION, FABRIC
5219511 LIGHTS, LED, FRONT
5254465 CAT KEY, WITH PASS CODE OPTION
5414789 FILM, COUPLER, ANSI
5551839 CWT, STANDARD
5581763 LINES, STICK W/O SLCV
5662914 TRACK, 12", RUBBER
5685200 TRAVEL LEVERS AND PEDALS
5719665 UNDERCARRIAGE, FIXED, ANGLE BLD
5752776 LINES, BUCKET, LONG STICK
5755041 CONTROL, QC, 3 LINE, LNG, A BLD
5780230 FILM, CAB A/C
5947890 FLOORMAT, CAB, W/TRAVEL
5997202 SEAT BELT, 3" RETRACTABLE
0P2266 SHIPPING/STORAGE PROTECTION
0P9003 LANE 3 ORDER
5414787 FILM, PRODUCT LINK, ANSI
5421504 FILM, INC. CANADA
5571709 SOFTWARE, PROPORTIONAL CONTROL
5571713 SOFTWARE, CODED START
5581754 BOOM, STANDARD
5719088 LINKAGE, BUCKET, W/LIFTING EYE
5762961 ENGINE, EPA TIER 4F
2023
4855300 COUPLER, PG, HYDR.D.LOCK, 3-4T
1542638 PINS, BUCKET, 40MM
1542638 PINS, BUCKET, 40MM

5198302 WATER JACKET HEATER, 120V
5199280 MIRRORS, LEFT AND RIGHT
5219517 INTEGRATED RADIO
5414688 LIGHT COVER, CAB
5428886 BOOM LIGHT, LED
5581760 LINES, BOOM W/O BLCV
5581770 CAB, WITH HEAT AND A/C
5685199 BLADE, ANGLE, BOCE
5719661 STICK, LONG, W/ THUMB BRACKET
5720436 PRODUCT LINK, CELLULAR PLE643
5754420 CONTROL, 1ST AUX, JOYSTICK
5757225 LINES, 1ST AUX, LONG STICK
5807178 MONITOR NEXT GEN, NO CAMERA
5953179 FILM, ROPS, ISO
4218926 SERIALIZED TECHNICAL MEDIA KIT
0P4299 PACKING, LAST MILE PROGRAM
5581751 303.5 07A CR HYD EXCAVATOR
5421495 2 WAY CONTROL
5461520 HYDRAULIC OIL, STD
5571710 SOFTWARE, STICK STEER CONTROL
5581744 ALARM, TRAVEL
5693572 INSTRUCTIONS, ANSI
5734364 DRAIN, ECOLOGY
5882227 ACCUMULATOR
4522740 THUMB, HYDRAULIC, 3-4T
4649900 BUCKET-HD, 12", 1.7 FT3, 3T
4649904 BUCKET-HD, 24", 4.2 FT3, 3T

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Spokane - Parks & Rec			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Parks & Recreation Dept 808 W Spokane Falls Blvd Spokane, WA 99201-3333				
EXTENDED WARRANTY COVERAGE New Warranty - 24 mo 2,000 hours - Premier				
MODEL	PRODUCT DESCRIPTION	HOURL METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of delivery date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

☐ Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF
ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510					

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta) City Of Spokane - Parks & Rec

Dirección postal completa Attn: Parks & Recreation Dept 808 W Spokane Falls Blvd Spokane, WA 99201-3333

Country
país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- | | |
|--|---|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user,
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed,
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03). |

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante
del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- ☐ Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- ☐ Make sure all necessary forms and literature are available.
- ☐ All decals are installed.
- ☐ All attachments are installed/available.
- ☐ Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- ☐ Explain Parts Book.
- ☐ Explain all warning labels on machine.
- ☐ Show location of all serial numbers on machine.

Lubrication and Maintenance.

- ☐ Explain Maintenance Guide.
- ☐ Instruct how to use lubrication and maintenance chart.
- ☐ Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- ☐ Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- ☐ Asegurese que hay disponibles todas las formas y folletos necesarios.
- ☐ Se han puesto todas las etiquetas.
- ☐ Todos los accesorios están instalados/disponibles.
- ☐ Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- ☐ Explicar el Catálogo de Piezas.
- ☐ Explicar todos los rótulos de advertencia de la máquina.
- ☐ Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- ☐ Explicar la Guía de Conservación.
- ☐ Indicar cómo se utiliza el cuadro de lubricación y conservación.
- ☐ Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company Name (print) : _____

Company Representative (print) : _____

Signature : _____

Date : _____

Company UCID : _____

Company Representative CWS ID : _____

Main Store Dealer Code : _____

Dealer Representative Name : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Spokane - Parks & Rec

Date : Tuesday, November 15, 2022

Account # : 8202490

Delivery Date :

Western States Equipment Contact : Eric.Druffel@wseco.com

MACHINE INFORMATION

Machine Serial :

Single 500 Hr. Service

Machine Model :

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

Client Signature and Date

Western States Equipment Signature and Date



Cat[®] 303.5 CR

MINI EXCAVATOR

FEATURES:

The Cat[®] 303.5 CR Mini Excavator delivers power and performance in a compact size to help you work in a wide range of applications.

ALL DAY COMFORT

- Choose either a canopy or a sealed and pressurized cab which can be equipped with air conditioning, adjustable wrist rests, and a suspension seat option to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive next generation LCD monitor provides easy to read machine information. An advanced touchscreen monitor can also be equipped.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls to move the machine and to operate the blade. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A COMPACT DESIGN

- Strong lift and dig performance helps you get the job done faster. The compact radius design lets you access and work in the tightest areas. Dozer float allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat mini excavator is designed to help keep you safe on the job. Courtesy work lights and a fluorescent retractable seat belt are just a couple of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat mini excavator. Routine check points are easy to access at ground level through the side doors. The unique tilt up cab or canopy lets you reach additional service areas when needed.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat mini excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.



Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Nov. 30, 2022		
Requester	Carl Strong	Phone number: 509-363-5415	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket, \$510,000 (\$102,000/year)		
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2027	<input type="checkbox"/> Open ended
Background/history: Turf Star d.b.a. Western Equipment Distributors, Inc. is the exclusive local authorized dealer for commercial Toro equipment and parts. A resolution declaring Turf Star d.b.a. Western Equipment Distributors, Inc. as sole source for Toro is in place. The current Toro 5-year value blanket in the amount of \$402,000 will expire 12/31/2022.			
Motion wording: Approve the Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket in the amount of \$510,000 (\$102,000 per year)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: cstrong@spokanecity.org Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ 1400-54500-76810-54803 1400-54100-75650-54803 1400-54500-76820-54803 1400-54100-75651-54803 1400-54600-76820-54803 4600-55100-75652-54803 1400-54600-76870-54803 1400-54100-75650-54803 1400-54300-76830-54803			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-059-455 Business license expiration date: 11/30/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



CITY OF
SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Toro Commercial turf and irrigation equipment and parts for City owned golf courses

Requisition Number: _____

Estimated amount of this purchase: \$ 510,000 over 5 years (\$102,000 per year) value blanket

Contract Period 1/1/2023 - 12/31/27

Department: Park Operations Contact Person: Carl Strong Phone: 509-363-5415

Due Date: ASAP Work must be completed by: ASAP

Date Material/Equipment/Supplies must be delivered by: n/a

Location: Park Operations, 2304 E Mallon Ave, Spokane WA 99202

Date Service must begin by: 1/1/2023

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Turf Star, dba Western Equipment Distributors is the sole provider of Toro Commercial turf equipment and parts as well as Toro golf course irrigation products for this geographic area. All parts and replacement equipment for existing Toro products must be purchased through Turf Star.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

A letter is attached to this request from The Toro Company stating they have authorized Turf Star as the exclusive distributor for their parts and equipment in the State of Washington.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

This is a value blanket covering a span of five (5) years. The City of Spokane has had similar value blankets with Western Equipment Distributors for many years and as long as we continue to use Toro equipment, we plan to continue doing business with Western Equipment Distributors in the future.

4. Explain why the price for this product or service is considered to be fair and reasonable.

Turf Star does not inflate their prices and the Toro equipment prices are similar across the nation.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

A copy of the OMNIA pricing contract is included with this request.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

This value blanket request will cover the equipment currently used at the four (4) City owned golf courses. There has been a substantial amount of money invested in these courses over the last few years creating a viable and sustainable source of income for the City. If we could not repair our aging equipment, it would be far more costly to repair the damage to the courses.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	December 5, 2022		
Requester	Jonathan Moog	Phone number: (509)625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2016-0370		
Item title: (Use exact language noted on the agenda)	Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$96,865, no tax)		
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2023	<input type="checkbox"/> Open ended
Background/history: Utilities Division desires continued use of Riverfront Park parking lots during construction of the Post Street Bridge. This amendment extends the prior agreement by 1 year and allows for prorated monthly payments should Post St Bridge Construction complete sooner than Dec 2023. Utilities and integrated Capital Management has been using various portions of Riverfront parking lots formerly known as as the Bosch lot (lot# 7) and lot #6 since 2016 for the purpose of constructing a Combined Sewer Overflow (CSO) tank on premises, a lay-down yard for CSO construction adjacent to the Downtown Library and construction of the Post St Bridge. Should Park Board approval be given, this amendment will need to be approved by City Council before it may be fully executed.			
Motion wording: Approve Utilities/Parks interdepartmental agreement amendment for \$96,865			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: City of Spokane Name: Marlene Feist Email address: mfeist@spokanecity.org Phone: 509-625-6505			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$96,865 Budget code: 1400-54370-76901-36250			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



City of Spokane
**AMENDMENT TO
INTERDEPARTMENTAL AGREEMENT**
Title: BOSCH LOT PROPERTY

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

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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

3. AMENDMENT.

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

3. CONSIDERATION: The parties agree as follows:

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

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

4. TERMINATION.

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

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

**CITY OF SPOKANE PARKS
AND RECREATION DEPARTMENT**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Approved:

Approved:

Attorney for Park Board

Director of Utilities Division

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane Park Board

Briefing Paper



Committee	Riverfront Park Committee		
Committee meeting date	December 5, 2022		
Requester	Jonathan Moog	Phone number: (509)625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	NA		
Item title: (Use exact language noted on the agenda)	Environmental Covenant With Washington Department of Ecology		
Begin/end dates	Begins:	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Riverfront Park entered into an Voluntary Cleanup Program (VCP) agreement with Washington Department of Ecology when the park renovation began in 2016. Most of the park has contaminated soils due to the industrialization of the site prior to 1973. Due to the cost of removing these soils during the renovation project the soils remained on site and approved caps were added to prevent contact by the public. Since contamination remains on-site, the Dept of Ecology requires the City to adhere to an environmental covenant to protect the public in perpetuity. The covenant outlines the process that must be used when contaminated soils are exposed or come into contact with subsurface soils.			
Motion wording: Approve Environmental Covenant with Washington Department of Ecology			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Washington Department of Ecology Name: Sandra Treccani Email address: SATR461@ECY.WA.GOV Phone: 509-724-1205			
Distribution: Parks – Accounting bellison@spokanecity.org Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: NA NA			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: Business license expiration date: </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

After Recording Return
Original Signed Covenant to:
Sandra Treccani
Toxics Cleanup Program
Department of Ecology
4601 N Monroe
Spokane, WA 99205

Environmental Covenant

Grantor: City of Spokane, a Washington municipal corporation

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

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

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

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as Riverfront Park Spokane, Facility Site ID 11445, Cleanup Site ID 13026. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

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

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

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

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

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

COVENANT

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

Section 1. General Restrictions and Requirements.

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

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any soil disturbing activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual soil contamination remaining on the Property.
- c. **Expressly Permitted Activities.** Activities expressly permitted by Exhibit D are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant. However, inclusion of an activity in Exhibit D does not constitute approval for any environmental permits, approvals, or orders that may be necessary for activities on the Property.
- d. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation,

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

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

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

Section 2. Specific Prohibitions and Requirements.

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

a. Land use.

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

b. Containment of soil/waste materials.

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

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

c. Stormwater facilities.

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

Section 3. Access.

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

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

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

Section 4. Notice Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Enforcement and Construction.

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 20____.

by: _____

Title: _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

by: _____

Title: _____

Dated: _____

STATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

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

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

Exhibit A

LEGAL DESCRIPTION

Parcel Number: 35181.4237

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

Parcel Number: 35185.0041

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

N 62°12'55" W 56.90 FT; TH S 55°31'14" W ON LN TO ITS INT W/ NON-TANG CUR OF NELY & ELY LN OF POST ST, SD LN OF POST ST CREATED BY RES OF CITY COUNCIL ON MARCH 4, 1974 & SD LN PRODUCED AS FOLLOWS; BEG AT SW COR OF LOT 10 BLK 3 OF RESURVEY & ADD TO SPOKANE FALLS; TH NELY IN STRAIGHT LN TO PT OF CUR ON NELY LN OF LOT 11 OF SD BLK 3 60 FT SELY FROM MOST NLY COR OF LOT 11; TH ALG CUR TO LEFT W/ RAD OF 200.00 FT & CTR ANGLE OF 75° & 261.80 FT TO ITS PT OF TANG ON NELY R/W LN OF POST ST BRIDGE R/W & TERMINUS OF SD LN; TH SLY ALG ARC OF SD CUR TO ITS PT OF CUR ON NELY LN OF SD LT 11; TH SWLY IN A STRAIGHT LN TO SW COR OF SD LT 10; TH S ALG WLY LNS OF LOTS 9, 8, 7, 6 & 5 OF SD BLK 3 TO NE COR OF SPOKANE FALLS BLVD & POST ST & TRUE POB EXC RD EXC THAT PTN LYG S & E OF LN DAF; BEG AT PT ON W LN OF DIVISION ST (BASIS OF BRG S 0°05'15" E ON W LN OF DIVISION ST) 606.42 FT N OF N LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE), TH S 73°18'46" W 19.39 FT, TH S 63°12'14" W 32.63 FT, TH S 72°13'24" W 20.32 FT, TH S 82°06'10" W 21.05 FT, TH S 85°05'30" W 53.94 FT, TH S 85°36'01" W 37.38 FT, TH S 81°27'48" W 91.18 FT, TH S 81°28'18" W 27.40 FT, TH S 81°39'06" W 28.26 FT, TH S 81°22'21" W 31.57 FT, TH S 82°48'52" W 24.37 FT, TH S 79°50'33" W 22.96 FT, TH S 81°13'51" W 9.30 FT, TH S 83°01'55" W 74.81 FT, TH S 82°41'31" W 46.90 FT, TH S 82°54'44" W 68.90 FT, TH S 86°30'10" W 50.81 FT, TH S 88°24'39" W 51.00 FT, TH N 89°55'42" W 31.12 FT, TH S 89°19'43" W 29.16 FT, TH S 87°35'15" W 28.09 FT, TH S 82°33'35" 29.40 FT, S 72°57'28" W 5.64 FT, TH S 63°30'04" 4.49 FT, TH S 62°26'42" W 23.20 FT, TH S 62°23'20" W 27.23 FT, TH S 76°42'03" W 41.02 FT, TH S 71°49'34" W 46.60 FT, TH S 41°58'06" W 41.14 FT, TH S 42°05'55" W 101.61 FT, TH S 42°02'23" W 50.88 FT, TH S 42°06'30" W 62.27 FT, TH S 60°16'28" W 2.58 FT, TH S 42°00'29" W 42.09 FT, TH S 41°59'51" W 83.72 FT, TH S 87°05'09" W 50.65 FT, S 86°58'38" W 109.39 FT, TH S 87°06'04" W 138.61 FT, TH N 69°30'57" W 15.06 FT TO BEG OF NON-TANG CUR TO LEFT W/ RAD BRG OF S 79°07'08" W 14.93 FT, TH ALG SD CUR TO LEFT THRU CTL ANGLE OF 232°50'37" 60.68 FT, TH S 307°55" E 19.91 FT, TH S 0°46'51" W 3.96 FT, TH S 46°06'21" W 75.74 FT TO E ROW LN OF WASHINGTON ST, TH S 2°50'49" E ALG E ROW LN 141.20 FT TO N ROW LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE) TH E TERMINUS OF THIS LN DESC EXC RD & EXC 18-25-43, PTN OF SE 1/4 DAF; BEG AT PT ON CTR LN OF WASHINGTON ST 330 FT N OF N LN OF SPOKANE FALLS BLVD (FORMER TRENT AVE), TH W ON LN PAR W/ SD N LN 693 FT M/L TO E LN OF HOWARD ST, TH SLY ALG SD E LN OF HOWARD ST TO PT 228.35 FT N OF N LN OF SPOKANE FALLS BLVD (TRENT AVE), TH E ON LN PAR TO THE N LN OF SPOKANE FALLS BLVD (TRENT) 293.57 FT TO W LN OF STEVENS ST, TH S ALG SD W LN OF STEVENS ST 26.65 FT TO N LN OF SW 1/4 OF SE 1/4 OF SD SEC 18, TH E ALG SD N LN 75 FT TO E LN OF STEVENS ST, TH N ALG E LN OF STEVENS ST 25.35 FT, TH E ON LN PAR TO N LN OF SPOKANE FALLS BLVD (TRENT) 300.92 FT TO W LN OF WASHINGTON ST, TH S ALG W LN OF WASHINGTON ST 26.45 FT TO N LN OF SW 1/4 OF SE 1/4, TH E ALG N LN OF SW 1/4 OF SE 1/4 37.50 FT TO CTR OF WASHINGTON ST, TH N ALG CTR LN OF WASHINGTON ST 128 FT M/L TO POB

Parcel Number: 35181.0032

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

Parcel Number: 35183.0057

18-25-43 PTN OF THE NE 1/4 OF THE SW 1/4: LEG AT SE COR OF MONROE ST & BRIDGE AVE TH S 0° DEG 04' MIN 30" SDS E ALG E LN OF MONROE ST 206.76 FT TH N 60° DEG 07' MIN 30" SDS E 47.46 FT TH N 54° DEG 03' MIN 06" SDS E 108.95 FT TH N 89° DEG 57' MIN 30" SDS E 44.10 FT TH N 67° DEG 02' MIN 06" SDS E 63.10 FT TH N 96° 20' FT TO S LN OF BRIDGE AVE TH S 89° DEG 57' MIN 30" SDS W ALG S LN OF BRIDGE AVE 230 FT TO POB

Parcel Number: 35183.0065

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

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

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

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

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

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

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

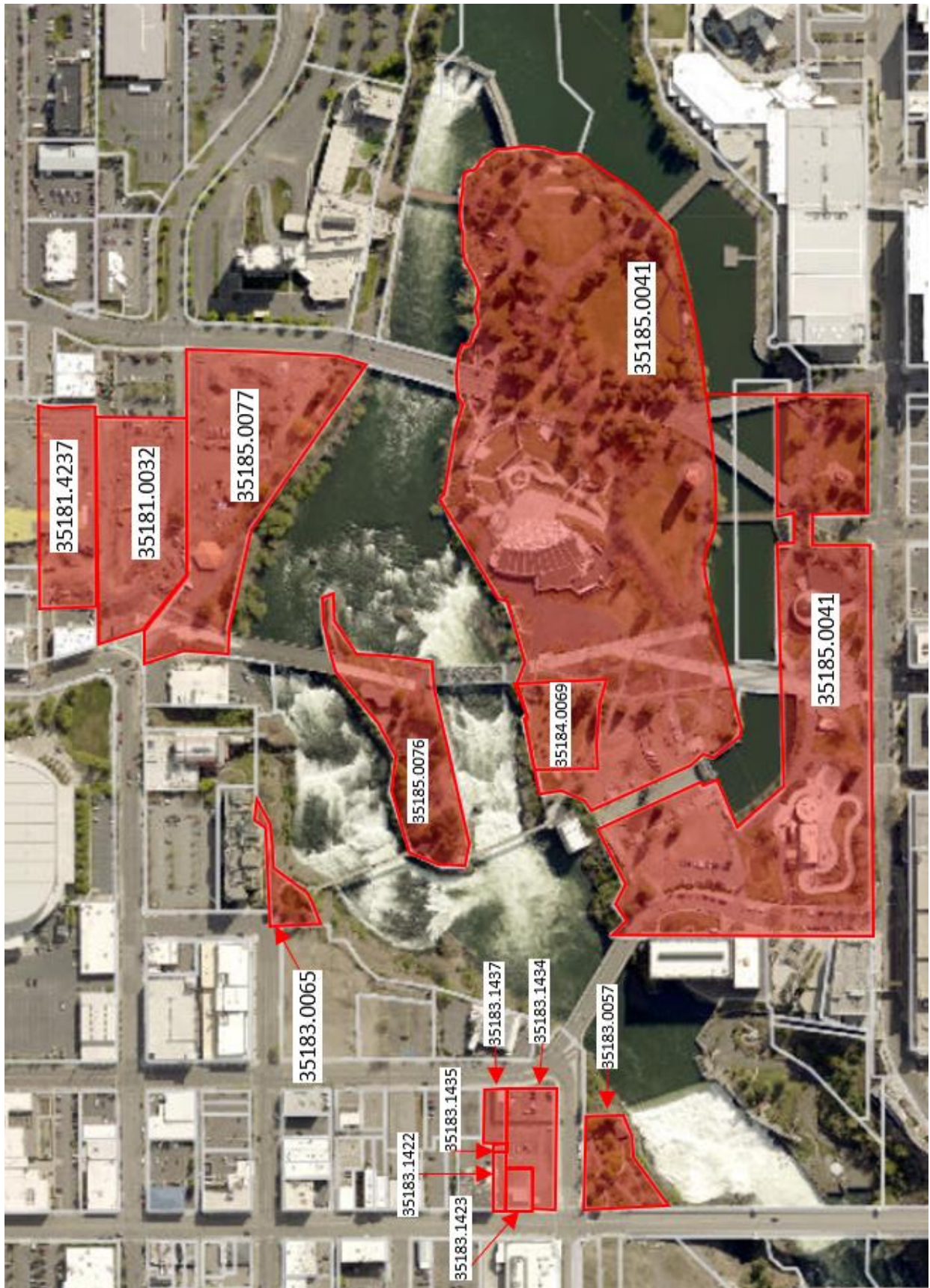
Parcel Number: 35184.0069
18-25-43 PT OF NW1/4 OF SE1/4; BEG AT PT ON N&S C LN OF SDSEC 476.59FT N OF SW COR OF NW1/4 OF SE1/4 TH S87DEG 37MIN E24.67FT TO POB TH N2DEG 38MIN E163.74FT TH N76DEG 21MIN30SDS E98.34FT TH S50DEG 18MIN E21.74FT TH N67DEG 51MIN30SDS E 75.71FT M/L TO PT ON W LN HOWARD ST TH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

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

Parcel Number: 35185.0077
18-25-43 PTN OF NE1/4 & SE1/4 OF SEC 18 DAF; BEG AT INTERSEC OF W TO E C LN OF SEC & W LN OF HOWARD ST TH N10DEG24.5 MIN E ALG W LN OF HOWARD ST 76.27FT TO TRUE POB TH CONTN10D EG 24.5MIN E ALG W LN OF HOWARD ST 35.68FT TO PT OFCURVA TURE TH CONT ALG SD W LN ALG A TANGENT CURVE TO THELEFT HAVING A RADIUS OF 231FT & A CENTRAL ANGLE OF 26DEG25MIN 106.51FT TO PT OF TANGENCY TH CONT ALG SD W LN OF STN16DEG 00MIN 30SDS W TO INTERSEC WITH S LN OF MALLON AVE276FT M/L N OF C LN O F SEC TH ELY ACROSS HOWARD ST ALGEXTENDED S LN OF MALLON AVE TO E LN OF HOWARD ST TH S ALG ELN OF HOWARD ST ALG A CURVE HA VING A RADIUS OF 383FT TONELY R/W LN OF G N RY R/W 60FT W D TH SELY ALG SD R/W LN TOPT 174.2FT M/L N OF C LN OF SEC TH E PAR WITH C LN OF SEC581FT TO W LN OF WASHINGTON ST TH S2DEG 1 9MIN W ALG W LN OFSD ST 174.3FT TO C LN OF SEC TH CONT S 2DEG 19MIN W ALG SDW LN OF ST 174FT M/L TO A PT TH CONT ALG SD W LN S16DEG23MIN W TO SWLY R/W LN OF ABOVE G N RY R/W TH NWLY A LG SDSWLY R/W LN ALG A CURVE TO PT OF TANGENCY TH CONT ALG SD SWLY R/W LN N52DEG 49MIN W TO A PT SELY ALG SD R/W LN 307.84FTM/L FROM E LN OF HOWARD ST TH N74DEG 54MIN 43SDS W257.84FTTH S63DEG 30MIN 16SDS W12.47FT TO E LN OF HOWARD ST THN79DEG 35MIN 30SDS W ACROSS SD ST 60FT TO POB

Exhibit B

PROPERTY MAP



MAP ILLUSTRATING LOCATION OF RESTRICTIONS

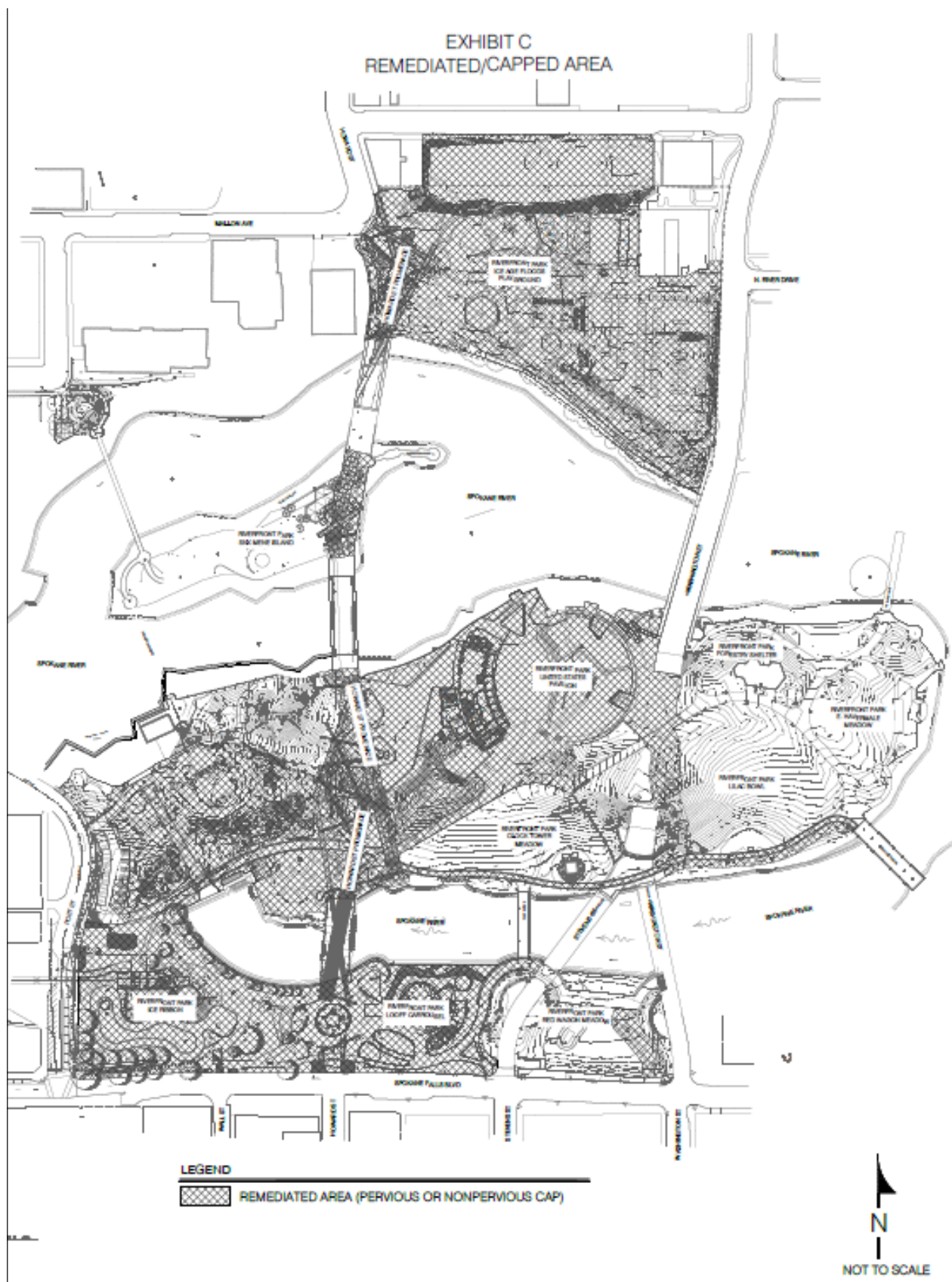


Exhibit D

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

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

1. EXEMPTED ACTIVITIES

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

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

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

Examples:

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

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

2. EXEMPTED ACTIVITIES WITH CONDITIONS

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

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

Examples:

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

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

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

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

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

B. Turf aerification deeper than the root zone

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

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

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

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

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



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

April 15, 2016

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

Attention: Patti Carter

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

Dear Patti,

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

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

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

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



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

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

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

Sincerely,
GeoEngineers, Inc.



Jedidiah R. Sugalski, PE
Environmental Engineer



Bruce D. Williams
Principal

JRS:BDW:mce

Attachments:

VCP Application Form

Figure 1. Vicinity Map

Figure 2. Site Plan

Figure 3. Site Plan – Carousel

Figure 4. Site Plan – Pavilion Area

Figure 5. Site Plan – Central Park Maintenance Area

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

VCP Agreement



Voluntary Cleanup Program

Washington State Department of Ecology Toxics Cleanup Program

APPLICATION FORM

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

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

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

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

Part 1 - ADMINISTRATION

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

Name of Customer: City of Spokane

What type of entity is the Customer?

☐ Person

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

☒ Organization

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

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

☒ Property owner

☐ Business owner (operator)

☐ Past property owner

☐ Mortgage holder

☐ Future property owner

☐ Consultant

☐ Property lessee

☐ Attorney

☐ Other – please specify: _____

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

☐ Yes ☐ No

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

☐ Yes ☐ No

Part 1 – ADMINISTRATION continued

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

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

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

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

D. Project Consultant Information.

Is the Customer a consultant?

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

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

Do you want Ecology to contact the Project Consultant?

- ☒ Yes ☐ No

E. Property Owner Information.

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

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

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

Part 1 – ADMINISTRATION continued

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

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

F. Request for Written Opinion.

Are you requesting a written opinion at this time?

- ☐ Yes ☒ No

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

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

If you answered “**NO**,” please explain why you are enrolling in the VCP at this time and when you expect to request a written opinion from Ecology.

Environmental testing indicated the presence of PAHs, arsenic, cadmium and lead above MTCA

Method A cleanup criteria. Lube oil range hydrocarbons could also be present greater than MTCA

Method A Cleanup Criteria. Multiple infrastructure projects are planned for Riverfront Park. Projects

will include earthwork (excavation and filling) and modifications to existing stormwater disposal

methods within areas identified to have contamination greater than MTCA Method A cleanup criteria.

A written response will be requested when a soil management plan is drafted and stormwater disposal methods are identified.

G. Reporting Requirements.

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

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

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

Part 2 - DESCRIPTION OF THE SITE

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

Name: Riverfront Park

Alternate Name:

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

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

Do you know on which property the releases occurred?

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

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

Street Address: 507 N. Howard Street

City: Spokane

State: WA

Zip: 99201

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

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

Legal Descriptions.

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

Part 2 - DESCRIPTION OF THE SITE continued

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

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

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

☐ Yes

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

☐ No

If you answered "NO," then skip to the next question.

☒ Unknown

If you answered "UNKNOWN," then skip to the next question.

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

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

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

☐ Yes

☐ No

☒ Unknown

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

Attach additional pages if necessary.

E. Extent of the Site.

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

☐

< 5,000 square feet

☐

> 5,000 square feet, but < 1 acre

☐

> 1 acre, but < 10 acres

☒

> 10 acres

☐

Unknown

Part 2 - DESCRIPTION OF THE SITE continued

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

Source of Release(s).

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

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

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

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

Attach additional pages if necessary.

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

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

Attach additional pages if necessary.

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

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

Attach additional pages if necessary.

Part 2 - DESCRIPTION OF THE SITE continued

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

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

☐ Yes ☒ No ☐ Unknown

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

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

☐ Yes ☒ No ☐ Unknown

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

☐ Yes ☐ No ☒ Unknown

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

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

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

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

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

Part 2 - DESCRIPTION OF THE SITE continued

Drinking Water.

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

☐ Yes ☒ No ☐ Unknown

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

☐ Single Family
☐ Public Drinking Water Supply

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

☐ Yes ☐ No ☐ Unknown

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

Indoor Air.

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

☐ Yes ☒ No ☐ Unknown

If you answered "YES" above, please specify:

Attach additional pages if necessary.

H. Maps of the Site.

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

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

Part 3 – OPERATIONAL HISTORY OF THE SITE

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

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

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

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

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

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

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

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

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

- ☒ Yes ☐ No ☐ Unknown

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

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

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

Is there a solid waste handling facility located on the Source Property?

☒ Yes ☐ No ☐ Unknown

If you answered "YES" above, please identify:

Park garbage is collected to a central location and disposed of off-site

Attach additional pages if necessary.

Is there a dangerous waste treatment, storage, or disposal facility located on the Source Property?

☐ Yes ☒ No ☐ Unknown

If you answered "YES" above, please identify:

Attach additional pages if necessary.

Regulation of Current Business Operations.

Does the business operate under any federal, state, or local permits related to the release of hazardous substances into the environment (e.g., NPDES permit)?

☐ Yes ☒ No ☐ Unknown

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

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

Has a state or federal notice of enforcement action (e.g., notice of violation) ever been issued related to the release of hazardous substances at the business?

☐ Yes ☒ No ☐ Unknown

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

Have business operations resulted in any other spills or other unpermitted releases on the source property?

☐ Yes ☒ No ☐ Unknown

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

RELEASE	DATE OF RELEASE	STATUS OF RELEASE

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

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

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

(*) Options = Removed or Closed in Place

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

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

Name: Multiple owners, See Section 2F for more information		Title:
Organization:		
Mailing address:		
City:	State:	Zip code:
Phone:	Fax:	E-mail:

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

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

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

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

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

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

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

☐ Yes ☒ No ☐ Unknown

If you answered "YES" above, please specify:

Attach additional pages if necessary.

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

☒ Yes ☐ No ☐ Unknown

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

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

Please also specify the activities proposed for that land use:

Multiple redevelopment projects based upon the Riverfront Park Master Plan

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

Attach additional pages if necessary.

Part 4 – ADMINISTRATIVE HISTORY OF THE SITE

Have you previously reported the release(s) of hazardous substances at the Site to Ecology?

☒ Yes – If so, when? Unknown ☐ No ☐ Unknown

Has the cleanup of the Site, or any portion of the Site, ever been managed under the VCP?

☒ Yes – If so, please specify the VCP Project Number: Unknown
☐ No
☐ Unknown

Has the cleanup of the Site, or any portion of the Site, ever been managed under a federal or state order or decree?

☐ Yes – If so, please specify the type and docket number: _____
☐ No
☒ Unknown

Part 5 – DESCRIPTION OF INDEPENDENT REMEDIAL ACTIONS AT THE SITE

A. Scope of Remedial Actions.

Do you plan to characterize and address all of the contamination at the Site, including any contamination located on affected adjacent properties, as part of the VCP project?

☐ Yes ☒ No ☐ Unknown

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

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

Attach additional pages if necessary.

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

B. Status of Remedial Actions.

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

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

C. Documentation of Remedial Actions.

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

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

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

Part 6 – STATEMENT AND SIGNATURE

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

Name: Berry Ellison

Title: Program Manager

Signature: 

Date: April 15, 2016

Organization: City of Spokane

Mailing address: 808 W. Spokane Falls Boulevard, Parks and Recreation Division, 5th Floor-City Hall

City: Spokane

State: WA

Zip code: 99201

Phone: 509.625.6276

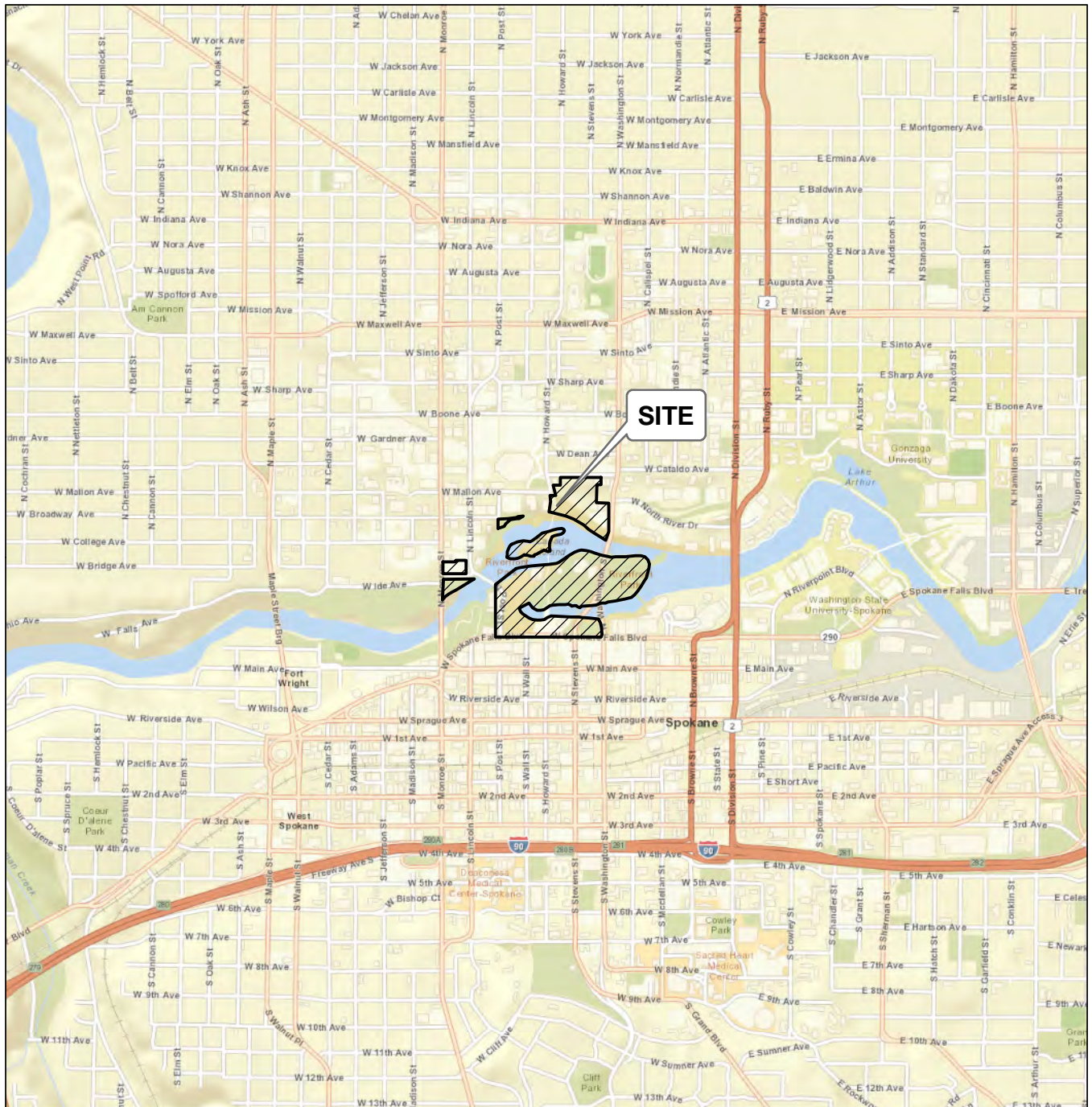
Fax:

E-mail: bellison@spokanecity.org

B. Affiliation.

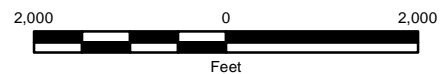
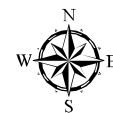
What is the signatory's involvement at the Site? Please check all that apply.

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



Legend

 Site Boundary



Notes:

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

Vicinity Map

Phase I ESA, Riverfront Park
Spokane, Washington

GEOENGINEERS 

Figure 1

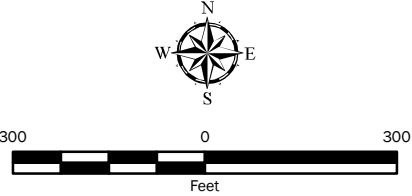


Data Source: Streets from City of Spokane GIS.

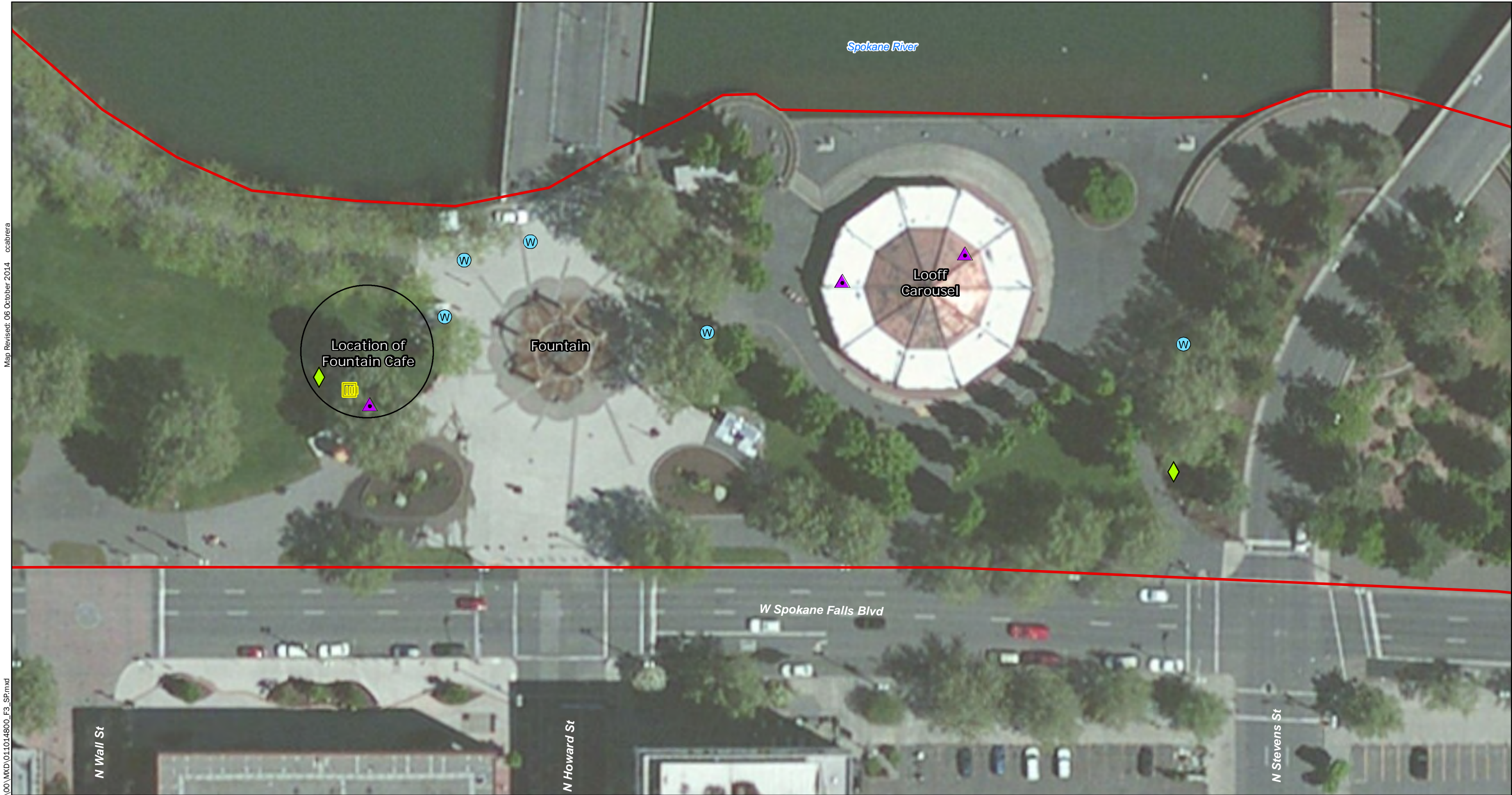
Notes:
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.
GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers,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

Projection: NAD 1983 UTM Zone 11N

- Site Features**
- Approximate Site Boundary
 - Detail Site Plan Pages
 - Approximate Historical UST Location
 - Approximate Chemical Storage Location
 - Approximate Drywell Location
 - Approximate Transformer Location



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



Data Source: Streets from City of Spokane GIS.

Notes:
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document.
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Projection: NAD 1983 UTM Zone 11N



Approximate Site Boundary



Approximate Chemical Storage Location



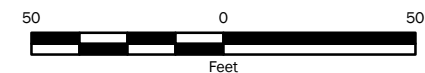
Approximate Drywell Location



Approximate Floor Drain Location



Approximate Trash Receptacle Location

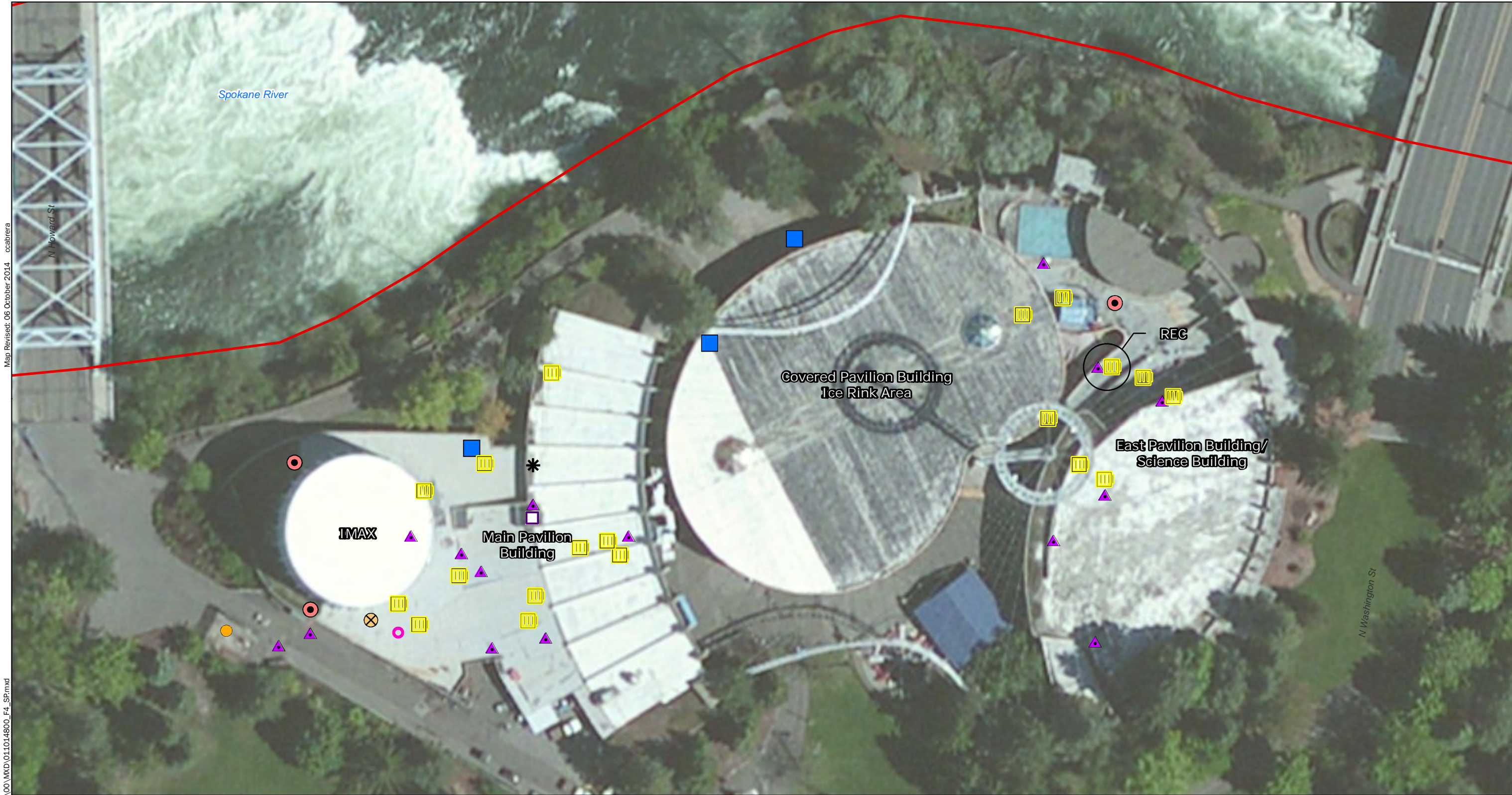


Site Plan - Carousel

Phase I ESA, Riverfront Park
Spokane, Washington



Figure 3



Data Source: Streets from City of Spokane GIS.

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

Projection: NAD 1983 UTM Zone 11N



Approximate Site Boundary



Approximate Catch Basin Location



Approximate Chemical Storage Location



Approximate Empty Drum Location



Approximate Floor Drain Location



Approximate Drum Storage Location



Approximate Grease Trap Location



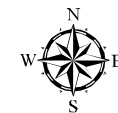
Approximate Roof Drain Location



Approximate Roofing Material Location



Approximate Sump Pump Location



Site Plan - Pavilion Area

Phase I ESA, Riverfront Park
Spokane, Washington



Figure 4



Map Revised: 06 October 2014 ccabrera
Path: P:\0110148_GIS\GIS\00 MXD\011014800_F5_SP.mxd
Office: PORT

Data Source: Streets from City of Spokane GIS.

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

Projection: NAD 1983 UTM Zone 11N



Approximate Site Boundary



Approximate Chemical Storage Location



Approximate Drywell Location



Approximate Floor Drain Location



Approximate Trash Receptacle Location



Approximate Historical Agriculture
Chemical Storage Location



Site Plan - Central Park Maintenance Area

Phase I ESA, Riverfront Park
Spokane, Washington



Figure 5

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

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

VCP AGREEMENT

**INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application.**

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

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and City of Spokane

(Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:

507 N. Howard Street, Spokane, Washington, 99201

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

Services Provided by Ecology

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

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

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

Payment for Services by Customer

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

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

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

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

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

Reservation of Rights / No Settlement

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

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

Effective Date, Modifications, and Severability

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

Termination of Agreement

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

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

Representations and Signatures

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature

Printed Name

Section Manager, _____
Toxics Cleanup Program _____ Section

Date: _____

City of Spokane

Name of Customer

Signature

BERRY ELLISON

Printed Name of Signatory

PROGRAM MANAGER

Title of Signatory

Date: 4/18/14

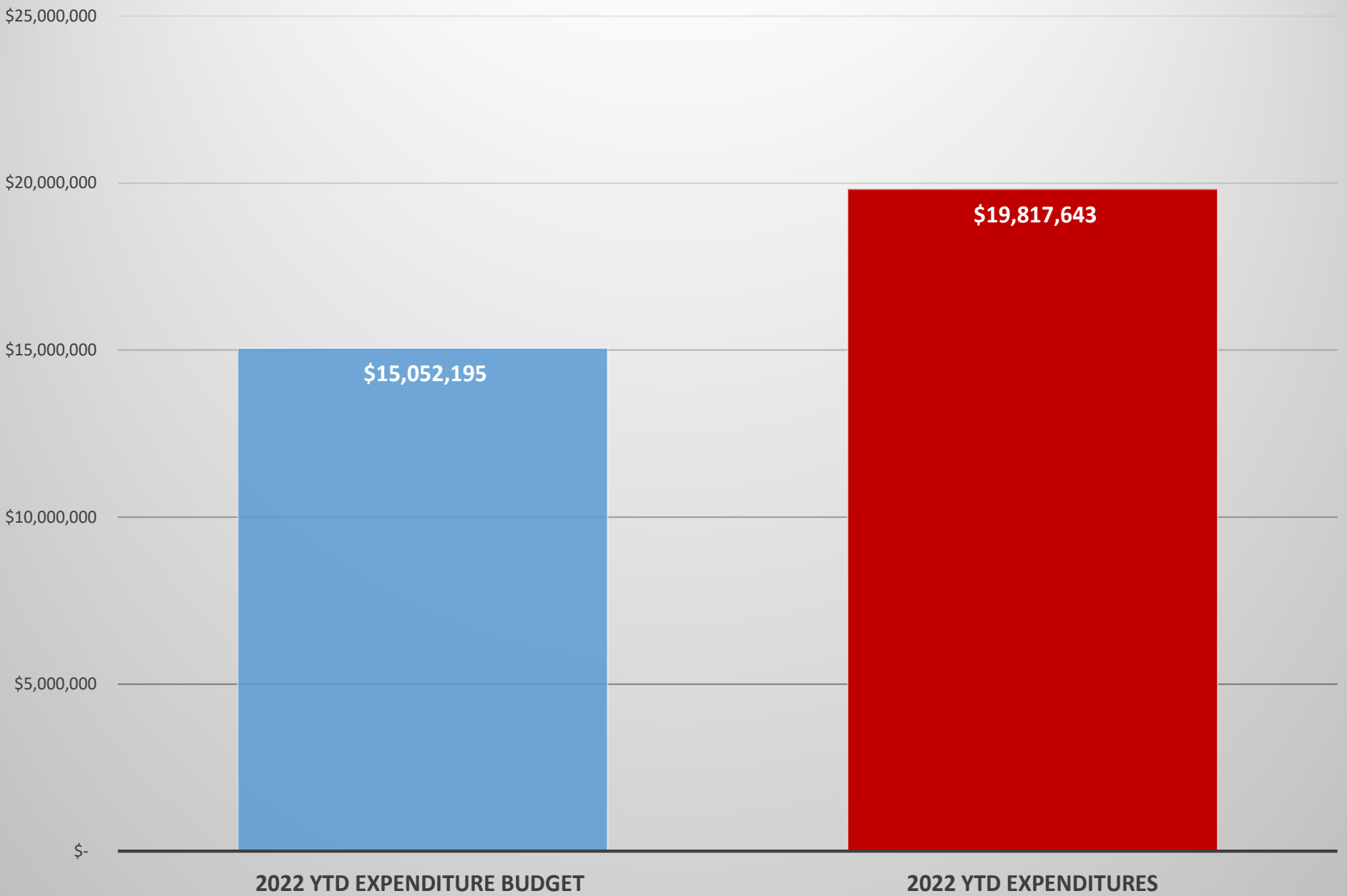


City of Spokane
PARKS
& RECREATION

Financial Reports

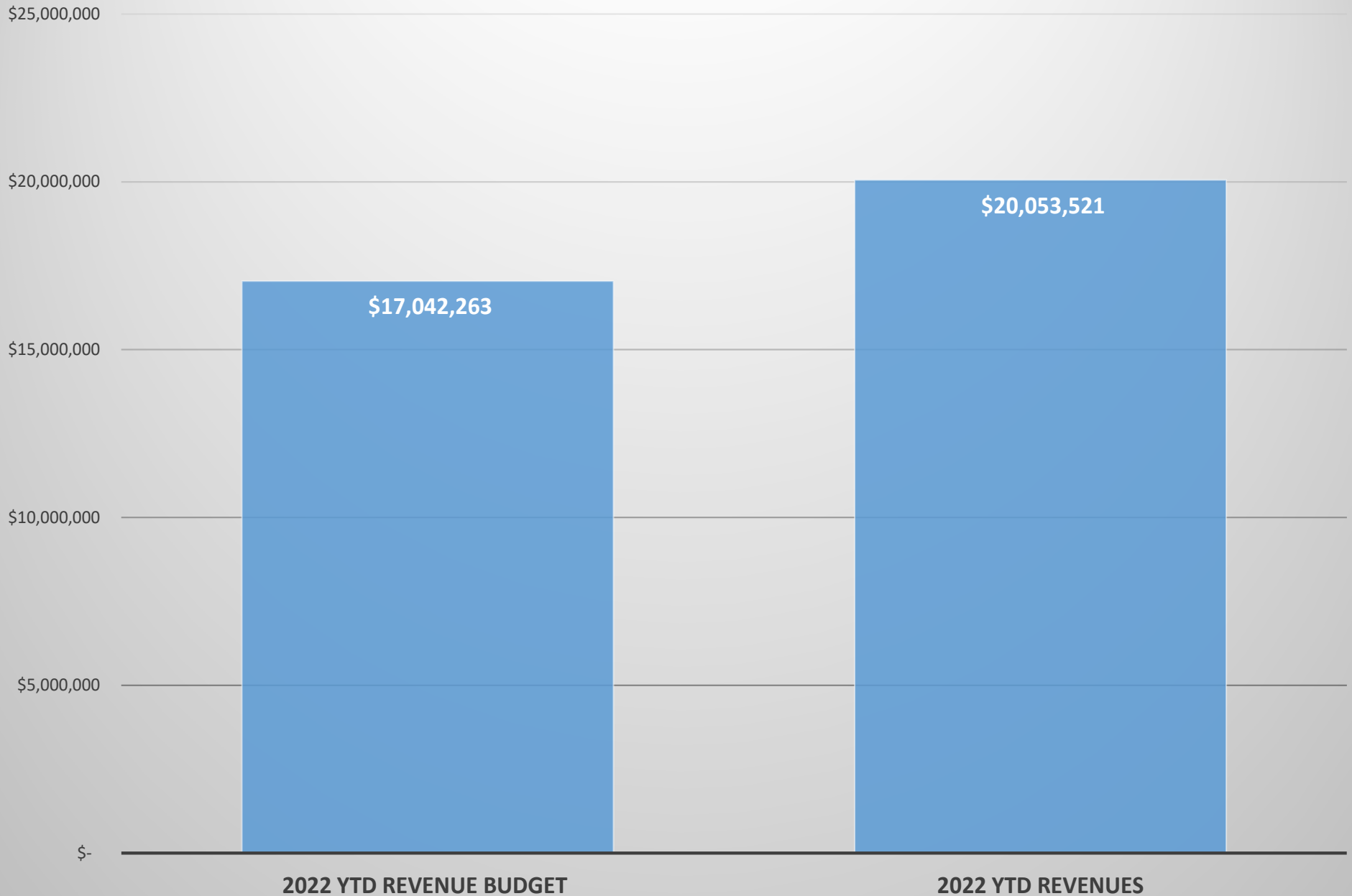
November 2022

Park Fund
November 2022 Expenditures vs. Historical Budget Average



Park Fund

November 2022 Total Revenues vs. Historical Budget Average

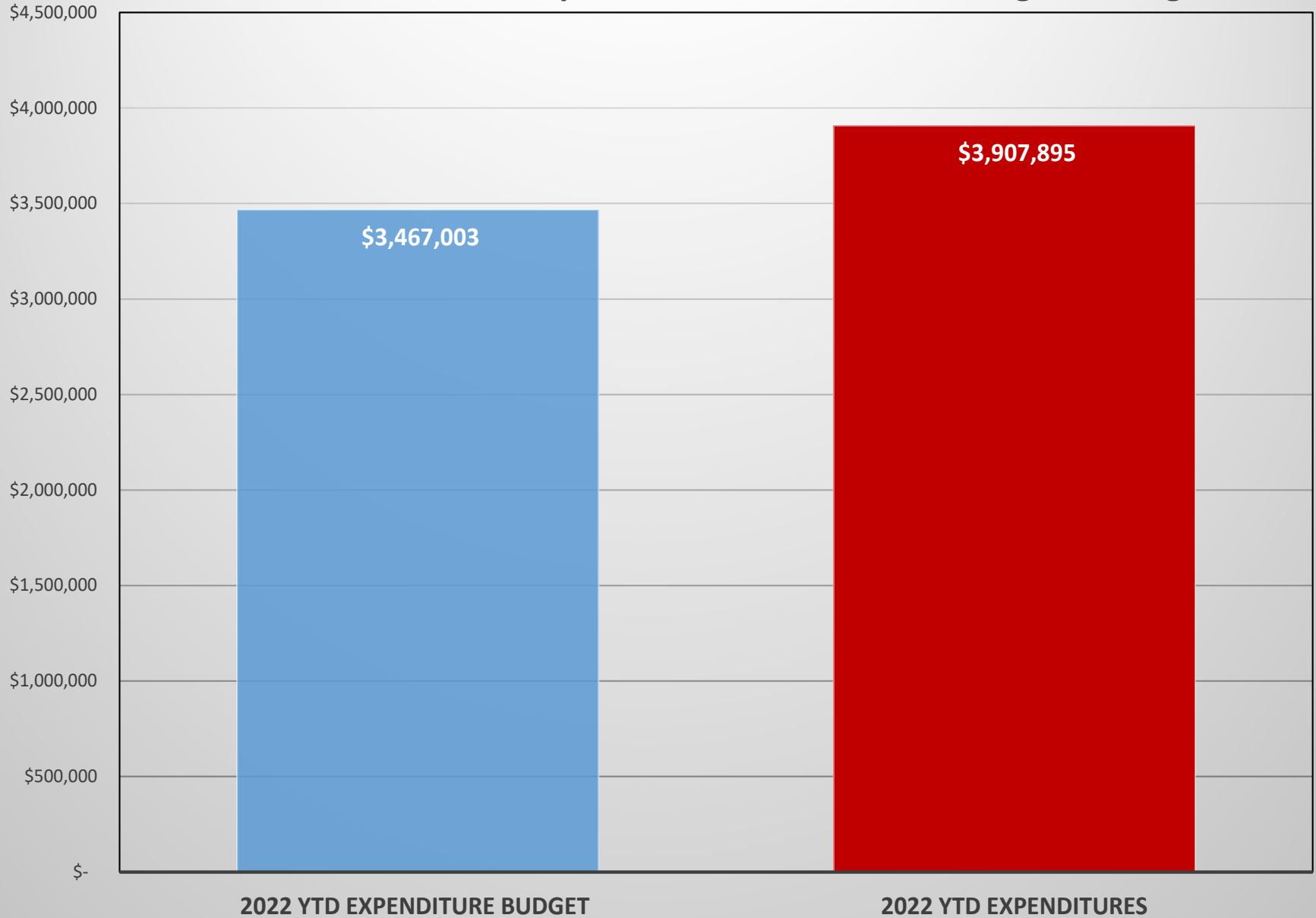


Park Fund
Total 2022 YTD Expenditures vs. Total YTD Revenues



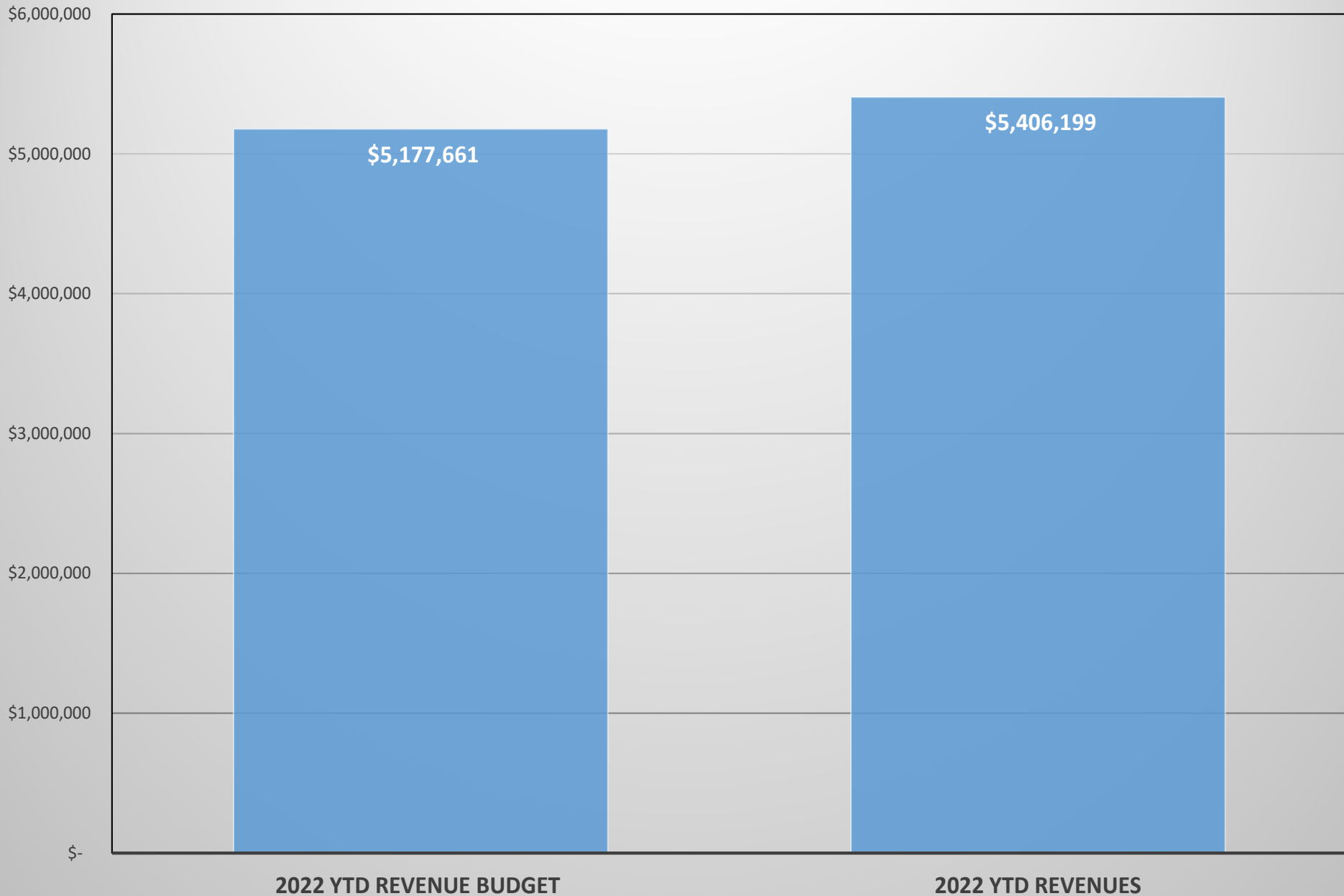
Golf Fund

November 2022 Expenditures vs. Historical Budget Average



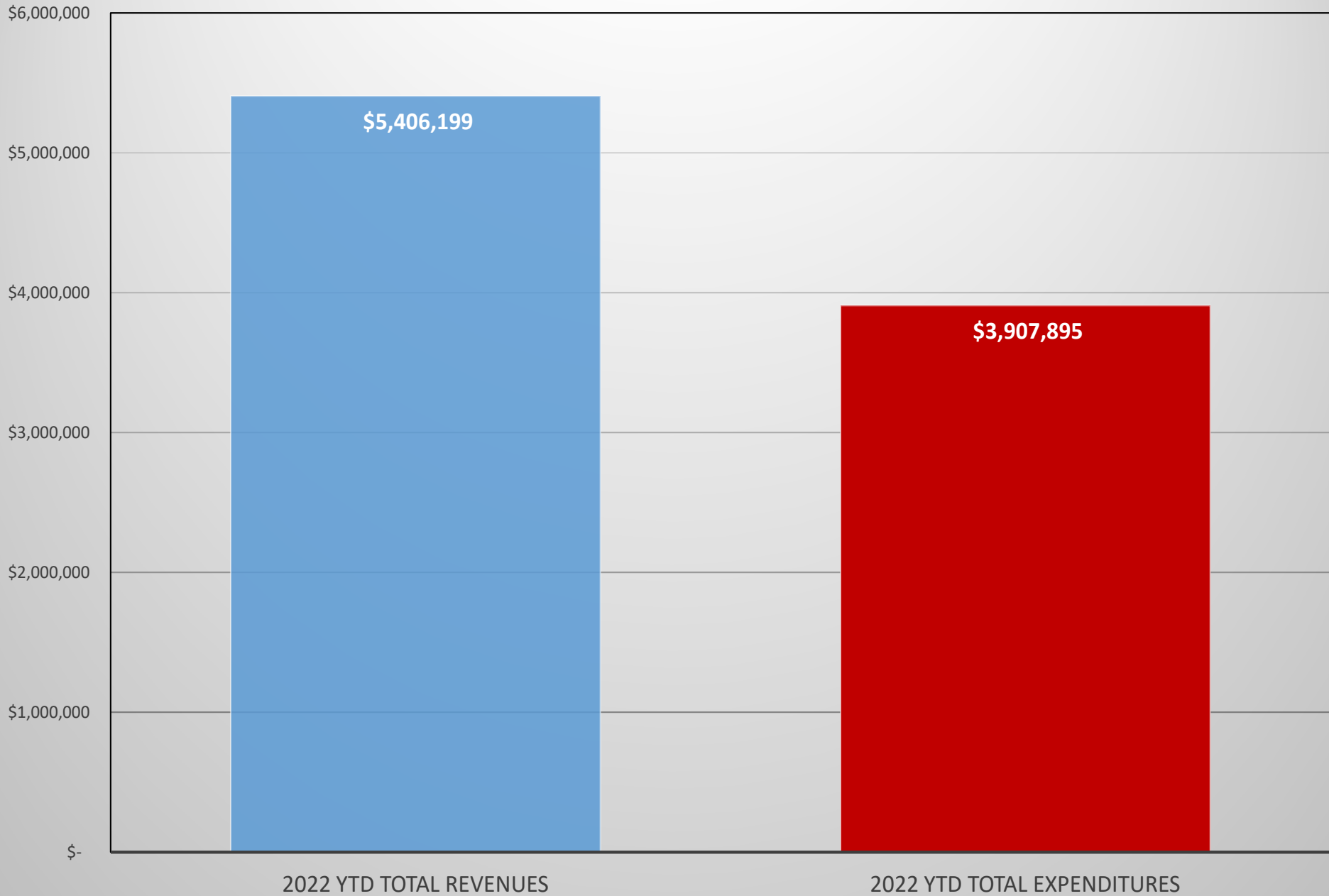
Golf Fund

November 2022 Total Revenues vs. Historical Budget Average



Golf Fund

Total 2022 YTD Expenditures vs. Total YTD Revenues





+50
Events Planning

Goals

- Develop to guide future EXPO+50 Program Manager
- Focus committee and community's attention for collecting and developing content
- Make the biggest impact over shortest period of time. Experience should not feel empty.
- Create events framework supportive of obtaining sponsorship and marketing objectives



Considerations

- Activity level must justify travel to regional interest groups or provide a reason to extend tourism window for existing city events.
- FMO among groups lends towards covering multiple themes over one overarching theme per day/week.
- Local audience may include those nostalgic about Expo 74 and those who could benefit from understanding the history.
- The audience who might travel to reminisce about Expo 74 are more of a niche audience (Age 50+, regional?).



Sky Ride – U.S. Pavilion



expo'74  World's Fair Sp



Events structure

- May 4, 2024 through July 7, 2024 – 7/4 is on a Thursday
- Concentrate activity Friday through Monday to encourage an extra night stay
- Stretch Goal for 9-weeks = 153 events/activities
- 1 anchor event each week
 - Bloomsday – Approx May 5, 2024
 - May 11 - ???
 - Lilac Parade – Approx May 25, 2024
- 2-4 Themed engagements per day
 - At least 2 should be recurring/self navigating over 9-week period
 - Approx 14 events per theme over 9-week period
- Events each week should touch each theme once

Themed Engagements & Definitions

Arts & Culture – Celebration through food, dance, music and expression.

Environmental Stewardship- All things mother earth

Recreation & Sports – Healthy living through local athletics and recreational activities

Tribal Cultural – History and living culture of native tribal cultures

Expo Legacy – Nostalgic reflection and forward looking impacts of Expo'74



Calendar of Potential Anchor Events

- May 4/5 = Bloomsday (TBD- May 5, 2024)
- May 11/12
- May 18/19 = Skyfest (TBD)
- May 25/24 = Lilac Parade (TBD -May 25, 2024)
- June 1/2 = Art Fest (TBD)
- June 8/9 = Pride Festival (TBD)
- June 15/16
- June 22/23
- June 29/30 = Hoopfest
- July 6/7 = Proposed Riverfront Park 4th of July Carnival
 - 4th of July is on a Thursday

Graduations (TBD): WSU – May 4, EWU – May 3 & Jun 15, GU- May11, SPS-June 8/9





Milestones/Tasks

- Community and volunteer Survey
- Hire Expo+50 Program Manager
- Finalize activation plan
- Devise targeted outreach plan to groups able to activate themed categories
- Sponsorship outreach
- Event planning and facilitation





Concerns / Questions

- Availability of hotel occupancy – is there space?
- Uncertainty of target audience
- Different audiences with competing objectives.
- Several big and non-related already attractions scheduled to take place
 - Does this change our marketing strategy?
 - Concentrate on local immersive experience?
 - Do we concentrate EXPO+50 events less active weekends when competing for audiences?

Scope for ⁺50 Program Manager

- Coordinates and activates events to fill in calendar
- Sponsorship Sales and/or in-kind services or venues
- Coordinate volunteer / docent program
- Act as the main point of contact for stakeholder groups and committees
- Coordinate group planning efforts and schedule group meetings
- Sponsorship Activation Planning & Facilitation
- Coordinate branded merchandise
- Event Budgeting
- Desired Qualifications:
 - Experience in Fundraising and Event Planning
 - Connected with Downtown specifically Hotel & Motel Association



Spokane Park Board

Briefing Paper



Committee	Finance Committee		
Committee meeting date	December 6, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Park Board resolution for dedicating West Canyon Drive as a public road / Indian Canyon Park & Indian Canyon Golf Course (no cost)		
Begin/end dates	Begins: 12/15/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: Located between Indian Canyon Park & Indian Canyon Golf Course is 'West Canyon Drive', an improved public roadway bisecting park property. Canyon Drive is located within Spokane County (outside city limits) and has been developed and used as a public roadway since prior to 1930. It was recently discovered that despite its use as a public road, this road has never been dedicated as public 'right of way'. In recent years, the roadway has deteriorated significantly and is in need of major repairs to remain in service. Neither Spokane City & Spokane County is willing or authorized to maintain the roadway so long as it is mapped as City park property. This resolution expresses park board desire for this roadway to be dedicated as a public road and authorizes park staff to actively engage in the dedication process.			
Motion wording: Motion to adopt resolution dedicated for West Canyon Drive to be dedicated as public a public roadway.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name: _____ <div style="float: right; text-align: right;"> Monty Chamberlain (mchamberlain@spokanecounty.org) Al Vorderbrueggen Garrett Jones Clint Harris (ceharris@spokanecity.org) </div>			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ N/A N/A			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> UBI: _____ Business license expiration date: _____ </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION expressing intent to dedicate West Canyon Drive as Public Roadway

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks, natural lands, and golf courses within and outside of the City of Spokane; and

WHEREAS, the City, through its Park Board lays out, establishes, procures, purchases, accepts, and cares, manages controls and improvements of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, the City, through its Street Maintenance Division, is responsible for cleaning, repairing and performing preventative maintenance to public streets located within the City of Spokane; and

WHEREAS, according to historical property acquisition records held within the Parks Division, the City acquired the land upon which Canyon Drive is improved in several individual purchases between 1913 and 1930 for use as a golf course and park; and

WHEREAS, according to survey records dated to 1930 & 1932 and held within the Parks Division, together with photographs from the Museum of Arts and Culture and articles from the Spokesman Review, Canyon Drive has been conceived as early as 1912 and was documented as an improved public road since at least the 1921; and

WHEREAS, park records indicate Canyon Drive had been improved for use as a public roadway prior to the City's acquisition of the land and improvement of the Indian Canyon Golf Course; and

WHEREAS, according to current property maps, Canyon Drive separates the Indian Canyon Golf Course from the Indian Canyon Natural Land, both of which are City owned park lands; and

WHEREAS, Spokane County records indicate the entirety of West Canyon Drive roadway improvements are located within Spokane County, outside the jurisdiction of the City of Spokane Street Maintenance Division; and

WHEREAS, at no point during the City's ownership of the land upon which Canyon Drive is improved has the City Parks Division conducted routine or preventative maintenance, repaired, or improved West Canyon Drive, and West Canyon Drive lies outside the City's boundaries; and

WHEREAS, the City Parks Division lacks the ability and authorization to maintain, repair, and improve public roadways now or in the foreseeable future; and

WHEREAS, Spokane County Roads Department is the appropriate entity responsible for cleaning, repairing and performing preventative maintenance to public streets located in Spokane County; and

WHEREAS, the condition of the Canyon Drive roadway surface improvements are nearing the end of their life-cycle and require increased repair and or replacement to continue public service; and

WHEREAS, due to the rapidly deteriorating condition of the road surface and forecast winter weather conditions, Spokane County Public Works temporarily closed the roadway on November 29th, 2022; and

WHEREAS, despite serving as a public roadway, County records list Canyon Drive as a private roadway and no records have been found which indicate Canyon Drive has been officially dedicated as public right of way; and

WHEREAS, updating the mapping and ownership in and around Canyon Drive to accurately reflect its use as a public roadway is required to accurately reflect the historical and current use of West Canyon Drive; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board that West Canyon Drive from the intersection of West Bonnie to the intersection of West Greenwood Boulevard should be dedicated to Spokane County as a public roadway as the appropriate authority having jurisdiction; and

BE IT FURTHER RESOLVED that the Parks Director and appropriate Parks staff are authorized to work with Spokane County staff to perfect the dedication of West Canyon Drive to Spokane County as a public roadway.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney