Agenda

1. **Roll Call:** Pamela Clarke

2. **Minutes:** Aug. 9, 2018, regular Park Board meeting minutes and Aug. 27, 2018, special Park Board meeting minutes

3. **Additions or Deletions to the Agenda:**
   A.

4. **Special Guests:**
   A. Loma Vista Park cleanup recognition and thanks – Nick Sumner
   B. Riverfront Park Campaign update – Carol Neupert

5. **Claims:** Claims for the month of August 2018 – Chris Wright

6. **Financial Report & Budget Update:** Mark Buening

7. **Special Discussion/Action Items:**
   A. North Bank rides complex feasibility study – Nick Sumner

8. **Committee Reports – Action Items:**
   **Urban Forestry Tree Committee:** Sept. 4, 2018 – Rick Chase
   A. None

   **Golf Committee:** Sept. 11, 2018 – Nick Sumner
   A. Bluebird Tree Care construction contract/Indian Canyon golf course tree work construction contract ($52,305.60)

   **Land Committee:** Sept. 5, 2018 – Greta Gilman
A. A.M. Cannon baseball field renaming
B. AHBL contract/Manito Mirror Pond renovation design ($68,370)
C. The Trust for Public Lands contribution agreement/Dutch Jakes Park
D. Mike Terrell Landscape Architecture contract extension and amendment/Dutch Jakes Park ($36,444.40)

**Recreation Committee:** Sept. 10, 2018 – *Sally Lodato*
A. None

**Riverfront Park Committee:** Sept. 10, 2018 – *Ted McGregor*
A. Riverfront Park redevelopment update
B. Bernardo | Wills Architects contract amendment/traffic signal/intersection design ($65,000)
C. Garco Construction change order #8/Pavilion and Promenade ($58,805, plus tax)

**Finance Committee:** Sept. 11, 2018 – *Chris Wright*
A. None

**Bylaws Committee:** *Jennifer Ogden*
A. None

9. **Reports**
A. Park Board President: *Nick Sumner*

B. Liaisons:
   1. Conservation Futures Liaison – *Nick Sumner*
   2. Parks Foundation Liaison – *Ted McGregor*
   3. Council Liaison – *Mike Fagan*

C. Director: *Jason Conley*

10. **Executive Session:**
A. 

11. **Correspondence:**
A. Letters/emails: Amusement rides
   Looff Carrousel hours
   Bemiss Neighborhood

B. Newsletters: Hillyard Senior Center

12. **Public Comments:**

13. **Adjournment:**

14. **Meeting Dates:**
A. Next Committee meeting dates:
   Urban Forestry Committee: 3 p.m. Oct. 2, 2018, Riverfront Park
   Land Committee: 3 p.m. Oct. 3, 2018, Manito Park meeting room, Manito Park
   Recreation Committee: 5:15 p.m. Oct. 4, 2018, Park Operations lunch room, 2304 E. Mallon
   Riverfront Park Committee: 8:05 a.m. Oct. 8, 2018, City Council Briefing Center
Golf Committee: 8 a.m. Oct. 9, 2018, Manito Park meeting room, Manito Park Finance Committee: 3 p.m. Oct. 9, 2018, City Conference Room Lobby – Tribal, first floor City Hall

B. Next Park Board: 3:30 p.m. Oct. 11, 2018, City Council Chambers
C. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jsaxon@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.
MINUTES
(Click HERE to view a video recording of the meeting.)

1. **Roll Call:** Pamela Clarke
   See above

2. **Minutes:**
   A. July 12, 2018, regular Park Board meeting minutes and the July 30, 2018, special Park Board meeting minutes

   **Motion No. 1:** Mike Fagan moved to approve the July 12, 2018, regular Park Board meeting minutes and the July 30, 2018, special Park Board meeting minutes.

   Rick Chase seconded.
   Motion carried with unanimous consent.

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

4. **Special Guests:**
   A. **SYSCA Update** – Jeff Edwards, Corbin Senior Center executive director, presented a recap of the second quarter activities, fundraising accomplishments and participation hours at Spokane’s 10 youth, senior and community centers.

5. **Claims:** Claims for the month of July 2018 – Chris Wright
Motion No. 2: Chris Wright moved to approve claims for the month of July 2018 in the amount of $3,130,585.33.

Mike Fagan seconded.
Motion carried with unanimous consent.

6. Financial Report & Budget Update: Mark Buening provided the July Financial Report & Budget Update. Park Fund revenue is tracking at 75.09% of the projected budget. This loss in revenue is primarily due to the Riverfront Park redevelopment project. Parks Fund expenditures are tracking at 100.92% of the projected budget. The Golf Fund revenue is tracking at 108.55% of the projected budget. The Golf Fund expenditures are tracking at 103.02% of the projected budget. Of the $68.06 million Riverfront Park Bond, $36.26 million have been expended and $20.5 million expended/committed, to date. This leaves a $11.3 million budget balance.

7. Special Discussion/Action Items:
A. None

8. Committee Reports:
Urban Forestry Tree Committee: July 31, 2018, Rick Chase
A. Action Items: None
B. The next regularly scheduled meeting is 4:15 p.m. Sept. 4, 2018, at the Woodland Center, Finch Arboretum.

Golf Committee: Aug. 7, 2018, Nick Sumner
A. Action Items: None
B. The next scheduled meeting is 8:05 a.m. Sept. 11, 2018, Manito Park conference room, Manito Park.

Land Committee: Aug. 1, 2018, Jennifer Ogden
A. Sculpture along Centennial Trail – Garrett Jones presented a proposal from Dr. Suzan Entwhistle to donate a sculpture to be installed on Park property located to the west of Monroe Street Bridge on the north side of the river along the Centennial Trail. Dr. Entwhistle has agreed to commission renowned local artist Richard Warrington to create the artwork. In addition to covering the full cost of art and installation, Dr. Entwhistle will pay the 10% maintenance fee to cover upkeep of the sculpture. Dr. Entwhistle explained Mr. Warrington anticipates the timing will be September/early October. The 6-foot tall sculpture depicts a family and would be made of 12-guage Corten steel with a chlorine treatment which will give it an aged, rusted appearance. The art is budgeted at $13,500, not including installation. Craig Lee of Coffman Engineers Inc. agreed to produce the engineering documents and Jim Frank of Kendall Yards is in support of the project. The language on the plaque will be brought before the Spokane Arts Council and Joint Arts Committee for approval.

Motion No. 3: Jennifer Ogden moved to accept the sculpture proposal from Dr. Suzan Entwhistle as presented.

Gerry Sperling seconded.
Motion carried with unanimous consent.

B. Spokane Falls Boulevard building heights resolution – Garrett Jones presented the Spokane Falls Boulevard building heights resolution. Next week, City Council is expected to
take action on a recommendation from the Spokane Falls Boulevard Building Heights Working Group to change a city ordinance which applies height restrictions on buildings along Spokane Falls Boulevard (DTC-100 zone). The ordinance is designed to prevent shading from buildings in Riverfront Park. The existing ordinance permits building heights up to 100 feet. The Working Group recommends allowing additional height up to 200 feet for residential uses above 100 feet with a limitation of floor plate size above 100 feet that keeps space between towers to allow light into Riverfront Park. While the Park Board is not a governing entity of the property affected, the board and staff felt a resolution noting support would be appropriate to offer City Council. The resolution supporting the Working Group’s recommendation includes reasoning as to why the Park Board supports changing the ordinance. The resolution notes the following: 1) the board believes the change in the proposed height limits will not affect the shade conditions in Riverfront Park during the spring, summer and fall months nor materially increase shade in the park in the winter months; and 2) the change would increase the amount of pedestrian use in and near the park.

**Motion No. 4:** Jennifer Ogden moved to approve the Spokane Falls Boulevard building heights resolution as presented.

Greta Gilman seconded.
Sally Lodato requested the resolution include the following additional language as recommended by the Land Committee: a minimum of 75 feet between towers. The amended motion was accepted.
Motion carried with unanimous consent.

C. **Library support resolution/Liberty and Shadle parks expansion** – Garrett Jones presented a proposed resolution to support the library expansion at the Shadle Park and a new branch at Liberty Park.

**Motion No. 5:** Jennifer Ogden moved to approve the resolution supporting the library expansion at the Shadle Park and a new branch at Liberty Park.

Rick Chase seconded.
Motion carried with unanimous consent.

D. The next scheduled meeting is 3 p.m. Sept. 5, 2018, Manito Park meeting room, Manito Park.

**Recreation Committee:** Aug. 2, 2018, Sally Lodato

A. **2019 Athletic Field Fees** – Jennifer Papich presented background on a recommendation to increase field use fees for 2019. In the past five years, athletic field use fees have not increased and in some instances field use fees have not increased in seven years. Ms. Papich explained field use fee increases are needed to keep up with increasing operating costs. The recommendation includes: 1) Dwight Merkel Sports Complex hourly rates will increase $2/hour; Franklin and Southeast Sports complexes and Tier 2 parks hourly rates will go up $1/hour; Tier 3 park hourly rates will increased $0.25/hour; and complex light fees will increase $2/hour. Ms. Papich reported staff reached out to user groups and did not hear negative or positive feedback regarding the proposed increase. Nick Sumner suggested staff look into the option of Parks providing more services, such as maintaining the fields, and potentially charge more. This will allow users to be offered increase services for a higher use fee.
Motion No. 6: Sally Lodato moved to approve the proposed 2019 athletic field fee increases. Jennifer Ogden seconded. Motion carried with unanimous consent.

B. The next scheduled meeting is 4 p.m. Sept. 6, 2018, Corbin Senior Center, 827 W. Cleveland Ave.

Riverfront Park Committee: Aug. 6, 2018, Ted McGregor
1. A. Garco Construction Inc. change order #7/Pavilion and Promenade ($168,773, plus tax) – Berry Ellison presented the proposed change order #7 with Garco Construction for work on the Pavilion and Promenade project in the amount of $168,773, plus tax. The change order includes adding a 30-day to substantial completion extension to June 29, 2019, in order to allow for the additional scope of work. It involves the following work on the Pavilion: 1) add design for four utility outposts; 2) add removable spotlight platforms; and 3) delete concrete band from Central Plaza paving. Additional work on the Promenade project includes: 1) add a 400-amp power panel on the North Bank; 2) add 11 “get even” benches; 3) partial payments for unforeseen conditions; 4) partial payment of North Bridge water line extras (these funds come out of the reimbursement from Utilities to Parks to build the water line); and 5) partial payment of rock excavation. The change order will be coming from the following construction contingencies: 1) Pavilion credit - $8,196; 2) Promenade - $159,309, plus tax; and 3) North Bank - $17,660, plus tax.

Motion No. 7: Ted McGregor moved to approve change order #7 with Garco Construction for work on the Pavilion and Promenade project in the amount of $168,773, plus tax.

Sally Lodato seconded. Motion carried with unanimous consent.

B. M.E. Uphus Construction change order #1/Fountain Café ($10,879.50, plus tax) – Garrett Jones presented the proposed change order #1 with M.E. Uphus Construction for Fountain Café tenant improvements in the amount of $10,879.50, plus tax. The work includes: 1) repairing entry doors into public restrooms; 2) providing IT conduit for future Park WiFi infrastructure; 3) providing additional outlets and a storage room egress door; 4) repairing additional plumbing; and 5) adding decorative scoring on a new exterior concrete slab.

Motion No. 8: Ted McGregor moved to approve change order #1 with M.E. Uphus Construction for Fountain Café tenant improvements in the amount of $10,879.50, plus tax.

Gerry Sperling seconded. Motion carried with unanimous consent.

C. Riverfront Park redevelopment update – Garrett Jones presented the monthly bond update. Project highlights include: 1) Pavilion – building permit has been received and Blue Bridge work begins next week; 2) North Bank and Bosch Lot – both RFQs received qualified applicants, and a recommendation for the North Bank RFQ is expected to come before Riverfront Park Committee and the Park Board next month; and 3) Step Well – geotechnical survey and accessibility planning is complete, and the art installation is expected to be late 2018/spring 2019.

D. The next scheduled meeting is 8:05 a.m. Sept. 10, 2018, Looff Carrousel meeting room.
**Finance Committee:** (The Aug. 7 meeting was canceled.) *Chris Wright*
A. Action Items: None
B. The next regularly scheduled meeting is 3 p.m. Sept. 11, 2018, City Conference Room Lobby – Tribal, first floor City Hall.

**Bylaws Committee:** *Jennifer Ogden*
A. Action Items: None

9. **Reports:**
   **President:** *Nick Sumner* – No report.

Liaisons:
3. Council Liaison – *Mike Fagan* reported there may be an administrative issue with the recently approved Golf SIP loan. Mr. Fagan said he felt confident City Council will be able to resolve it by Monday.

**Director:** *Leroy Eadie*
1. Fire risk study – Leroy Eadie reported staff is in the process of scoping a fire risk study of the natural areas within the park system. They will be looking at the possibility of having a risk assessment of these areas in efforts to put Parks in the best situation of being able to protect its recreation areas.
2. Bond discussion – Leroy Eadie suggested the Park Board and staff continue discussions regarding the potential of bonding support for neighborhood parks. While the November bond will not involve Park bond improvements, he said looking forward it should be something the board and staff continue to assess.

10. **Correspondence:**
   A. Letters/emails: Vietnam Veterans Memorial statue
      Amusement rides
      Safe parks for kids
   
   B. Newsletters: Hillyard Senior Center

11. **Public Comments:** None

12. **Executive Session:** None

13. **Adjournment:** The meeting adjourned at 4:56 p.m.

14. **Meeting Dates:**
   A. Committee meetings:
      Urban Forestry Committee: 4:15 p.m. Sept. 4, 2018, Woodland Center, Finch Arboretum
      Land Committee: 3 p.m. Sept. 5, 2018, Manito Park meeting room, Manito Park Recreation Committee: 4 p.m. Sept. 10, 2018, Corbin Senior Center, 827 W. Cleveland Ave.
      Riverfront Park Committee: 8:05 a.m. Sept. 10, 2018, Looff Carrousel meeting room
      Golf Committee: 8 a.m. Sept. 11, 2018, City Council Briefing Center
      Finance Committee: 3 p.m. Sept. 11, 2018, City Conference Room Lobby – Tribal, first floor City Hall
B. Park Board: 3:30 p.m. Sept. 13, 2018, City Council Chambers
C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: [signature]
Leroy Eadie, Director of Parks and Recreation
Special meeting of the
Spokane Park Board
8 a.m. Aug. 27, 2018
City Council Briefing Center, lower level City Hall
808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:
X Nick Sumner – President
X Rick Chase – Vice President (call in: 8:24 a.m.)
X Leroy Eadie – Secretary
X Chris Wright
X Ted McGregor
Greta Gilman (absent/excused)
X Sally Lodato (call in: 8:14 a.m.)
X Jennifer Ogden
X Gerry Sperling
X Jamie SiJohn (call in)
X Mike Fagan – Council Liaison

Parks Staff:
Mark Buening
Garrett Jones
Jonathan Moog
Berry Ellison
Jo-Lynn Brown
Danielle Arnold
Fianna Dickson
Pamela Clarke

Guests:
Bill LaRue
Dell Hatch
Hal McGlathery

MINUTES

1. Roll Call: Pamela Clarke
   A. See above

2. Action item:
   A. Bernardo | Wills Architects contract/North Bank design ($627,600) – Berry Ellison presented the proposed North Bank design contract with Bernardo | Wills Architects in the amount not to exceed $627,600 which is 10% of the overall construction budget. Six highly qualified firms responded to the RFQ. The selection team short listed to three designers. These finalists were interviewed and BWA was selected as the best qualified consultant. The scope of work involves the design and construction phase services for the new North Bank Regional Playground, renovation of the maintenance and operations facility, and a 180-car parking area. The park work will require close coordination with the proposed adjacent Sportsplex project for construction scheduling, stormwater treatment and access. The playground will showcase the regional geology associated with the glacial Lake Missoula Floods. Stormwater treatment will play a role in the interpretation of the city’s “Cleaner River Faster Initiative,” while exploring the options to use the runoff from the adjacent Sportsplex project to demonstrate the Ice Age floods. Potential adds to the scope of work could include a basketball court, skate/wheels park facility and amusement rides. Mr. Ellison explained there is not enough real estate to include all three adds. For instance, if the Park Board were to approve three amusement rides, there would not be adequate space to also include a wheels facility and basketball court. If the Park Board approved the contract agreement today, work by BWA would begin work immediately. Mr. Ellison estimated the construction duration to be approximately 10 months. Should contaminated soils and significant challenges delay construction, the latest completion date is projected at April 28, 2020. The project will have two substantial completion dates, including Sept. 2, 2019, for a soft opening of the playground and April 28, 2020, for the entire project completion. Scheduling involves the following: 1) Park Board to see the refined schematic plan Sept. 13, 2018; 2) open house Oct. 29, 2018; and 3) final exhibit plan Dec. 17, 2018. Dell Hatch and Bill LaRue of BWA were in attendance and introduced to the committee. Both shared their enthusiasm to have the opportunity to work on
the North Bank project. Nick Sumner strongly suggested the preferred alternative concept and costs relating to the potential rides, wheels facility and basketball court be submitted at the Oct. 11 regular Park Board meeting, rather than delaying one week which would require a special board meeting. Chris Wright shared his concern regarding a provision that Parks would be responsible to pay for extra time BWA would need to spend on the Sportsplex. He felt those professional fees should be covered by the Spokane Public Facilities District. Staff agreed to have discussion regarding these details.

**Motion #1:** Chris Wright moved to approve the North Bank design contract with Bernardo | Wills Architects in the amount not to exceed $627,600.

Mike Fagan seconded.
The motion passed with unanimous consent with an 8-0 vote.

3. **Adjournment:** The meeting adjourned at 8:52 a.m.

4. **Meeting Dates:**
   A. Committee meeting dates:
      Urban Forestry Committee: 4:15 p.m. Sept. 4, 2018, Woodland Center, Finch Arboretum
      Land Committee: 3 p.m. Sept. 5, 2018, Manito Park meeting room, Manito Park
      Recreation Committee: 4 p.m. Sept. 10, 2018, Corbin Senior Center, 827 W. Cleveland Ave.
      Riverfront Park Committee: 8:05 a.m. Sept. 10, 2018, Looff Carrousel meeting room
      Golf Committee: 8 a.m. Sept. 11, 2018, City Council Briefing Center
      Finance Committee: 3 p.m. Sept. 11, 2018, City Conference Room Lobby – Tribal, first floor City Hall
   B. Park Board: 3:30 p.m. Sept. 13, 2018, City Council Chambers
   C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: ________________________________

Leroy Eadie, Director of Parks and Recreation
To: Spokane Park Board

From: Carol Neupert, Campaign Manager

Re: Update on the Campaign for Riverfront Spokane

Date: September 10, 2018

The Spokane Parks Foundation staff have been busy over the last eight months – the majority of the activity has been in preparation for the Solicitation Phase of the Campaign for Riverfront Spokane. The highlights of those activities are:

- Setting up a new office and updating hardware and software
- Training staff and volunteers
- Developing policies and procedures for the campaign
- Identifying and recruiting campaign leadership
- Working with the Park Board and staff at the Parks and Recreation Division to identify the key projects for the campaign and continuing to fine tune the specifics of the projects as the information becomes available
- Developing Donor Recognition Guidelines and Naming and Recognition Opportunities for the campaign
- Creating the messaging content, producing training and educational materials
- Updating the Flipbook and PowerPoint presentation
- Finalizing the brochure
- Hosting two signature events, the first an event to inform invited potential leadership for the Campaign; and the second, the Insiders Kick Off at the Carrousel to launch the key messaging points and the PowerPoint presentation
- Researching and identifying prospects - an ongoing activity that Park Board members are invited and encouraged to participate in
- Currently scheduling campaign gatherings to educate and inspire potential donors. These will be ongoing through the end of summer 2019. (I hope you will be able to attend as your schedules allow)

As you know, the “Insiders Campaign” has been in process since June. I’m happy to report that the Park Board is at 60% participation in actual gifts and pledges made. There are several verbal commitments as well.

Thanks to the Park Board for their support of this campaign and of the Spokane Parks Foundation. I especially want to thank Chris Wright, Ted McGregor and Jennifer Ogden for chairing the Park Board segment of the Insider’s Campaign.

It’s exciting to be at this point in the campaign where the planning phase is almost complete and the lead and major gift solicitation phase is ready to begin.
# August 2018 Expenditure Claims

## Parks & Recreation:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Wages</td>
<td>$1,590,061.47</td>
</tr>
<tr>
<td>Maintenance &amp; Operations</td>
<td>$963,676.81</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>$98,253.74</td>
</tr>
<tr>
<td>Park Cumulative Reserve Fund</td>
<td>$206,371.46</td>
</tr>
</tbody>
</table>

## RFP Bond 2015 Improvements:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay</td>
<td>$683,080.10</td>
</tr>
</tbody>
</table>

## Golf:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Wages</td>
<td>$230,275.46</td>
</tr>
<tr>
<td>Maintenance &amp; Operations</td>
<td>$203,132.74</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>$1,972.29</td>
</tr>
</tbody>
</table>

## Total Expenditures:

$3,976,824.07
North Bank Rides Complex
Feasibility Study
Table of Contents

I. Executive Summary ............................................................................................................................... 4

II. Introduction .......................................................................................................................................... 5

III. Market Assessment ........................................................................................................................... 5
    A. Market Comparative Analysis ........................................................................................................... 6
       Target Consumer Segment ............................................................................................................. 6
       Market Comparison ......................................................................................................................... 6

IV. Local Competitive Analysis .............................................................................................................. 7
    A. Background ....................................................................................................................................... 7
    B. Pricing ................................................................................................................................................ 8
    C. Site and Location Analysis ................................................................................................................. 9

V. Ride Complex Concept .......................................................................................................................... 9
    A. Programmatic plan/vision ................................................................................................................ 9
    B. Rides Selection Methodology ........................................................................................................... 9
       Demographics ..................................................................................................................................... 10
       Impact to Parking ............................................................................................................................. 10
       Ride Type and Variety ....................................................................................................................... 10
       Cost of Acquisition .......................................................................................................................... 11
       Quantity of Rides ............................................................................................................................. 11
    C. Ride Recommendations .................................................................................................................. 11
       Proposed Amusement Ride Collection ................................................................................................. 12
       Alternative Amusement rides ......................................................................................................... 12
    D. Infrastructure Requirements .......................................................................................................... 13
       Operator Booth ................................................................................................................................... 13
       Ticket Stand ......................................................................................................................................... 14
       Ride Enclosure .................................................................................................................................... 14
       Other Site Improvements ................................................................................................................. 14

VI. Operational plan ............................................................................................................................. 14
    A. Operational model .......................................................................................................................... 14
    B. Operations Calendar and Hours .................................................................................................... 15
    C. Management ................................................................................................................................... 15
    D. Staffing ............................................................................................................................................... 15
    E. Rides Maintenance .......................................................................................................................... 16
    F. Administration ................................................................................................................................ 17
I. Executive Summary

This study sought out to validate the operational and financial feasibility of a rides complex on the north bank of Riverfront Spokane. The stated goal of this complex was to provide an affordable entertainment option to medium-to-low income families with children with central proximity to the park. Beyond this stated goal, there has been no stated purpose or identification of need associated with the potential expenditure of tax payer dollars. Riverfront Spokane currently offers affordable (below market rate) attractions and free programming for the community.

The 2014 Master Plan was developed through extensive community outreach, an engagement survey, and a planning committee comprised of citizens and local community leaders. The results of the survey indicated a very small minority desired rides in Riverfront. One of the outcomes of the master plan eliminated permanent amusement rides from the park and proposed enlisting the services of a traveling carnival as an alternative solution.

In analyzing the financial aspects of this study, staff asserted an optimistic approach in favor of a rides complex. Special favorability was given in the sales growth rates which exceed past revenue records, a more favorable ticket sales ratio, and employed cost reduction strategies in site design and ride selection. The following conclusions were drawn from research and analysis of the north bank rides complex:

- The size of the target market is approximately 6.5% of Spokane’s households or 35,000 citizens. The rides complex has greater support from out-of-area visitors. This need is currently being met by Silverwood Theme Park.

- Spokane households spend a higher portion of their income on entertainment and less on theme parks when compared with similar cities.

- A ride complex would deduct approximately 20 or more parking spaces from the north bank and forgo $29,800 revenue, annually.

- Price sensitivity of the target consumer requires pricing to be kept below market rates which make it extremely difficult to recover operational and investment costs. Riverfront would need to sell a greater number of tickets to make up the difference. This is very unlikely given the limited size of the market and past sales history.

- A rides complex would not break even and result in a net $743,585 loss over 20 years.

Based on the findings of this study, investment in a rides complex is not recommended.
II. Introduction

The purpose of this feasibility study is to collect and present necessary information on the operation, financial projections and constructability of a potential permanent amusement rides complex on the north bank of Riverfront Spokane. The stated goal of this study was to validate financial viability of a rides complex to provide affordable family entertainment. The City of Spokane Park Board commissioned the study to be completed by City of Spokane Park and Recreation Division staff from July 12, 2018, to September 1, 2018. Due to this time constraint and limitation of in-house resources, the following parameters were used in creating and evaluating study deliverables.

- Complex will be professionally designed, constructed and landscaped.
- Rides will be purchased. Lease options will be researched.
- Complex will be operated by Riverfront Spokane.
- All rides will be new acquisitions.
- Operations must recover the cost of the investment.
- Rides will be permanently installed year-round.
- Rides selection will be target families and children (5-12 years).

Key deliverables of this study include:

- Basic Market / Demographic Analysis
- Competitive analysis of local entertainment options
- Financial pro-forma identifying operation, maintenance and indirect cost
- Description of staffing plan
- Suggested rides mix, estimated cost of rides acquisition
- Operational season and hours
- Identification of impacts to the Redevelopment Project
- Operational model including ticketing / season pass approach and pricing
- Identification of potential funding sources
- List of infrastructure requirements and estimated cost

III. Market Assessment

A key desire expressed by a rides advocacy group has been to develop a rides complex capable of providing entertainment for low-to-middle income families. Affordability and a central proximity (approximated to be a 25-minute drive) to these groups is a desired outcome. A market analysis was completed using these perimeters. This analysis was completed with assistance of Buxton Inc. consumer analytics.

Buxton Inc. is a nationally recognized consumer analytics firm which specializes in analyzing consumer spending habits and providing actionable recommendations to nationally recognized brands. Data they provide helps businesses improve sales, better position their product/service, find consumers with like interest and identify a location for a new store.
A. Market Comparative Analysis

This study completed a basic market and demographic assessment comparing Spokane to regional markets, including Boise and Salt Lake City. New Orleans, Louisiana, was also selected because it shares similar characteristics and demographics to Spokane. The goal was to better understand Spokane’s preference for theme parks and determine size of the target consumer segment with a propensity to visit a rides complex.

Target Consumer Segment

Buxton Inc. conducted an analysis of its 19 consumer segments for those with an inclination of attending theme parks based on prior spending data. Of the 10 found (representing 22% of Spokane’s households), two were best aligned with the family target market of this study. Buxton calls these groups Family Union and Families in Motion. These two groups represent 8,756 (6.5%) households or approximately 35,000 citizens within a 25-minute drive of Riverfront Spokane that would likely use the rides complex.

<table>
<thead>
<tr>
<th></th>
<th>Families in Motion</th>
<th>Family Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Household Age</td>
<td>36-45</td>
<td>31-35</td>
</tr>
<tr>
<td>Est. Household Income</td>
<td>$50,000-$74,999</td>
<td>$50,000-$74,999</td>
</tr>
<tr>
<td>Age of Children</td>
<td>4-6</td>
<td>13-18</td>
</tr>
<tr>
<td>Features:</td>
<td>Young working-class families with moderate incomes</td>
<td>Middle income supported by blue collar occupations</td>
</tr>
<tr>
<td></td>
<td>Child rearing purchases</td>
<td>Child oriented activities</td>
</tr>
<tr>
<td></td>
<td>Outdoor leisure</td>
<td>Financially cautious</td>
</tr>
<tr>
<td></td>
<td>High technology adoption</td>
<td>Team Sports</td>
</tr>
<tr>
<td></td>
<td></td>
<td>High technology adoption</td>
</tr>
</tbody>
</table>

Surprisingly, the same study found those with a higher inclination for theme parks are Spokane area visitors outside the 25-minute drive range. The percentage of households increases from 22% to 44%. Of the 44%, 29% have an estimated family income between $75,000 and $250,000.

This data suggests there is a small local market segment within the median income range interested in rides but most potential consumers are out of the area and are less price sensitive then the premise of this study suggests.

Market Comparison

A market comparison was conducted using the cities of Spokane, New Orleans, Boise and Salt Lake City. The chart below summarizes the findings.

Spokane households on average spend about 1.0% or $733 of their annual income on fees and admissions related to entertainment. Comparatively to other regional cities, this is slightly higher than Boise and Salt Lake City when considering median income. However, when looking where the entertainment dollars are spent, Boise and Salt Lake City show a higher preference (above the national average) for theme parks; whereas, Spokane’s preference is below the regional and national average. The Spokane market appears to have a higher propensity to
spend money on entertainment then Boise and Salt Lake City but prefers not to spend it on theme parks.

<table>
<thead>
<tr>
<th></th>
<th>Spokane, WA</th>
<th>New Orleans, LA</th>
<th>Boise, ID</th>
<th>Salt Lake City, UT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Median Income</strong></td>
<td>$65,200</td>
<td>$65,500</td>
<td>$70,300</td>
<td>$80,000</td>
</tr>
<tr>
<td><strong>Approx. Entertainment Spending (fees &amp; admission)</strong></td>
<td>$732.81 (1.0%)</td>
<td>$464.52 (0.8%)</td>
<td>$830.42 (1.0%)</td>
<td>$872.52 (1.1%)</td>
</tr>
<tr>
<td><strong>Households – 25-min drive</strong></td>
<td>134,704</td>
<td>220,017</td>
<td>144,351</td>
<td>309,274</td>
</tr>
<tr>
<td><strong>Visit any Theme Park in last 12 mo. (market preference) 100=Avg</strong></td>
<td>92 (Below Avg)</td>
<td>97 (Below Avg)</td>
<td>105 (Above Avg)</td>
<td>109 (Above Avg)</td>
</tr>
<tr>
<td><strong>Households with theme park preference</strong></td>
<td>30.174 (22.4%)</td>
<td>85,807 (39%)</td>
<td>68,480 (47.4%)</td>
<td>121,545 (39.3%)</td>
</tr>
<tr>
<td><strong>Households under $75K with families (Target market)</strong></td>
<td>8,756 (6.5%)</td>
<td>4,400 (2%)</td>
<td>9,383 (6.5%)</td>
<td>22,886 (7.4%)</td>
</tr>
</tbody>
</table>

New Orleans was selected for comparison due to similar median household income and Carousel Gardens; a city-managed amusement park. Carousel Gardens operates with a ticket-per-ride model similar to what is proposed in this study and changes $4 per ride. It also has a day pass ($18) and season pass ($55) option. These price points are slightly higher than what is being proposed for the north bank rides complex. In comparison to Spokane, New Orleans has a greater percentage of households (39%) with a preference for theme parks within close proximity of their park.

### IV. Local Competitive Analysis

The Spokane region is fortunate to be in close proximity to hundreds of free outdoor recreational activities and additional fee-based attractions for families to enjoy. For the purpose of this competitive assessment, staff focused on businesses within a 50-mile radius to Riverfront Spokane, and some applicable regional attractions that offer family-based entertainment and recreational attractions.

Since consumers prioritize their time and money when choosing between entertainment options, the intent of this assessment was to determine competitive landscape or choices the consumer has when choosing their entertainment options in order to gain insight into opportunities, risks, market share and comparative pricing.

### A. Background

A rides advocacy group claims financial success of previous rides program between the years 1982 and 1995 as one reason to restore a rides program to Riverfront Spokane. The competitive landscape during this time frame was every different and few local entertainment options existed. Due to low competition of similar entertainment options and high cost barriers to enter the market, Riverfront Spokane enjoyed a competitive market advantage which was reflective of its year-over-year revenue growth. Riverfront Spokane, with exception of county fairs, was the only park to have amusement rides after the closure of Natatorium Park in 1967 and the
opening of Silverwood 1988. With new competition and lack of new investment into the rides program sales declined and Riverfront Spokane lost market share. Since 1995, over 13 new entertainment/amusement-orientated businesses have opened in the local area (Attachment C). Today, there are 25 entertainment-orientated businesses within 10 miles of the Riverfront Spokane. Consumers have more choices on how to spend their entertainment dollar.

There are many amusement-based attractions in close proximity to Riverfront Spokane but only Silverwood Theme Park offers amusement rides. They offer a large variety of classic, family, thrill and kiddie rides in addition to a water park that appeals to all ages. Riverfront Spokane will not be able to compete based on ride variety or value without significant and continuous investment. Silverwood’s single gate admission pricing strategy (ticket prices ranges $20 to $51) can be a barrier for medium-to-low income families to participate. Should Riverfront Spokane restore its rides program, there is opportunity to continue its ticket-per-ride pricing strategy. This will allow a price sensitive consumer to build an ala carte experience to fit their budget.

B. Pricing

In developing a pricing structure for north bank rides complex, staff reviewed rack rate ticket prices of local and some regional entertainment options in order to gauge a reasonable market price. Similar comparable pricing shown below was used to evaluate possible single ticket, day pass, and seasonal pass pricing.

<table>
<thead>
<tr>
<th>Business</th>
<th>Attraction</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wonderland Family Fun Center</td>
<td>Go Karts</td>
<td>$9 driver / $2.50 rider</td>
</tr>
<tr>
<td>Wonderland Family Fun Center</td>
<td>Bumper Boats</td>
<td>$7.50 driver / $2.50 rider</td>
</tr>
<tr>
<td>Mobius</td>
<td>Science Center/Children’s Museum</td>
<td>$8 Child &amp; Adult</td>
</tr>
<tr>
<td>Spokane County Fair</td>
<td>Carnival Rides</td>
<td>$3 to $5 + fair ticket</td>
</tr>
<tr>
<td>AMC Theater</td>
<td>Movie ticket</td>
<td>$12.49 Child / $15.49 Adult</td>
</tr>
<tr>
<td>Laser Quest</td>
<td>15-min game</td>
<td>$9</td>
</tr>
<tr>
<td>Get Air Trampoline Park</td>
<td>60-min play</td>
<td>$6.00 under 46”</td>
</tr>
<tr>
<td>Triple Play</td>
<td>Bumper Boat</td>
<td>$7.75</td>
</tr>
<tr>
<td>Triple Play</td>
<td>Go Kart</td>
<td>$7.75</td>
</tr>
<tr>
<td>North Bowl</td>
<td>1-hour bowling with shoes</td>
<td>$10</td>
</tr>
<tr>
<td>Riverfront Spokane</td>
<td>SkyRide</td>
<td>$6.75 Child / $7.75 Adult</td>
</tr>
<tr>
<td>Riverfront Spokane</td>
<td>Looff Carrousel</td>
<td>$2</td>
</tr>
<tr>
<td>Wahooz Fun Zone (Boise)</td>
<td>Twister ride or bumper cars</td>
<td>$5.99</td>
</tr>
<tr>
<td>Wahooz Fun Zone (Boise)</td>
<td>Frog Hopper</td>
<td>$3.99</td>
</tr>
<tr>
<td>Family Fun Center (Tukwila)</td>
<td>Frog Hopper</td>
<td>$4</td>
</tr>
<tr>
<td>Family Fun Center (Tukwila)</td>
<td>Drop &amp; Twist</td>
<td>$7.50</td>
</tr>
<tr>
<td>Carousel Gardens (New Orleans)</td>
<td>Any Ride</td>
<td>$4 / $18 day pass</td>
</tr>
</tbody>
</table>

The local and regional ticket prices range from $2 to $9 with the median price of $4. Staff also reviewed Riverfront Spokane past ticket prices for the amusement rides in the U.S. Pavilion to verify applicability to today’s market rates. An amusement ride ticket in 1998 was $1.75.
equivalent to $2.77 in today’s dollars. Additionally, the ticket price in 2016 was $4 equivalent to $4.25. Past ticket pricing increased somewhat faster than inflation but still within reason compared to the market rate.

Considering that consumer affordability of the ride complex was a desired goal, pricing was selected at $3 per ticket to better appeal to price sensitive target market. However, based on the consumer research in the Spokane market which shows that medium-to-high- income families have a higher preference for visiting theme parks, a $4 ticket price is a reasonable market price, especially for new amusement rides.

C. Site and Location Analysis

Given the possible alternatives locations in Riverfront Spokane for an amusement rides complex, the north bank is likely the most suitable location. This site has many positive attributes, including sufficient flat space outside of shoreline restrictions, close proximity to parking, and shared synergistic qualities with the regional playground and Sportsplex as both will bring families with children of similar ages. However, the construction of the amusement ride complex runs the risk of reducing the number of parking spaces to sufficiently support the consumer demand for both the regional playground and rides. Close and convenient parking is important to families with young children. Insufficient parking may limit sales capacity of a rides complex.

V. Ride Complex Concept

A. Programmatic plan /vision

The north bank rides complex is envisioned to be a permanent addition to Riverfront Spokane and offer rides seasonally to guests; assumed to be April through October depending on weather. The complex would include three new fenced amusement rides with queues, a ticket stand that would also support light concessions, and a centrally located ride operator’s booth capable of hosting the controls for all three amusement rides. The complex would be placed adjacent to shared restrooms with the regional playground and each ride would be professionally landscaped so it seamlessly integrates with other the north bank elements and achieves a positive aesthetic appearance.

Since cost is a significant factor in the decision to build a rides complex, staff considered cost reducing measures into this concept including minimizing the loss of parking, arranging rides to share a common booth, reducing the size of support facilities and choosing rides with a small site footprint.

B. Rides Selection Methodology

Significant research went into identifying the best rides to fit into a potential amusement ride complex. Various factors were considered in their selection, including:
**Demographics**

The expressed desire of a rides advocacy group is to build a rides complex to accommodate young children and their families. For the purpose of this study, the proposed ride selection assumed an age range of three to twelve which equates to heights of 36 inches to 55 inches based on standard growth charts. This height range was used to find amusement rides in the kiddie and family ride categories suitable for this group. Rides within these categories typically have a lower thrill factor based on lower speeds and types of movement but can accommodate a broader range of passengers.

**Impact to Parking**

Availability and convenience to parking was as the number one issue cited by one in five respondents in an independent community outreach survey used in the development of the master plan. Considering the reduction of overall parking space on the north bank, preserving sufficient parking to support the regional playground and ride complex is a high priority.

The proposed new parking is expected to support approximately 180 new spaces. Based on projected demand for the regional playground, ticket sales for the rides complex, U.S. Pavilion events and Sportsplex, the new lot is expected to operate near capacity and exceed capacity during peak days. This will necessitate a change in the current parking model from daily to hourly rates in order to accommodate sufficient turnover of spaces. It will also reduce or potentially end the monthly parking permit program in order to accommodate the increased utilization.

The new lot is projected to gross $269,000 annually; equating to $1,490 per parking space. Using proposed rides illustrated in the next section as a guideline, the north bank parking lot would lose 20 parking spaces and $29,800, annually.

**Ride Type and Variety**

In developing a rides package, it was important to balance several criteria to engage consumer interest and diversify rides from similar attractions by local competitors. When it comes to amusement rides, it’s important to be different and stand out. Variety in the type of motion (up, down, circular, elevation, seating position, etc.), availability of similar rides locally, and overall experience were all important factors considered. All rides selected met the basic criteria of permanent installation and accessibility by both parents and children.

The primary focus of this study was to evaluate rides for families; specially, for youth under the age of twelve. For this reason, rides for the teen demographic were not exhaustively researched. In general, teens tend to prefer rides with a higher thrill factor. These rides are typically more expensive and have larger site footprints. The proposed selection of rides would likely not appeal to teens for this reason. As an alternative, two additional rides which could increase the thrill factor for the teen demographic are suggested.
Cost of Acquisition

The cost of acquisition is defined as the total cost to purchase an amusement ride. See Attachment B for an itemized cost breakdown. Factors evaluated were base price, shipping, taxes, installation and training. A 10% contingency cost was also included to account for pricing changes, add-ons, and spare parts needed to start up a new attraction. Infrastructure improvements were not considered in the cost of acquisitions but rather covered in a separate section below. Since manufacturers would not provide an estimated annual maintenance cost for their attractions this cost was not added into the cost of acquisition and is approximated on the financial pro-forma.

Staff researched 11 possible amusement rides ranging in base price from $165,000 to $395,000. This range represents lower-to-median-level market rate pricing for kiddie and entry-level family rides. The proposed north bank collection is composed of rides with base prices of $165,000, $200,000 and $315,000. The compact footprint of these rides also translates into lower infrastructure costs by the way of smaller concrete foundations.

Four ride manufacturers were contacted about possible lease options. All reported that they do not offer leased rides.

Quantity of Rides

The overall cost, impact to parking availability, and revenue viability of the complex were factors used to determine best number of rides in a potential complex. Complexes of two through five rides were considered. A three-ride complex was chosen because it minimized the loss of parking to 20 spaces and provided sufficient number of attractions with the regional playground to establish it as a destination. A three-ride complex also yields better day pass pricing to the target consumer segment; assumed to be price sensitive. A season pass is possible under a three-ride complex when paired with existing park attractions (skating rentals and carousel admission).

A greater number of rides will add more value to the season pass and expected to increase consumer traffic. A larger complex was not chosen because of the higher of cost investment, insufficient availability of parking from the loss of spaces and it would increase the season pass price point which would make it less desirable for the target market.

C. Ride Recommendations

The following three amusement rides were selected as a general representation of a feasible solution for the north bank ride complex. Actual ride type, pricing or manufacturer could change as a result of a competitive bidding process. Pictures below are for illustrative purposes only. Actual ride may vary in appearance or design.
Proposed Amusement Ride Collection

The Family Swinger by Zamperla

• **Description:** Smaller version of a classic swing ride suitable for the whole family. Features two rows of swings; outer row has full-size adult seats and inner row smaller seats for young riders.

• **Height Requirement:** Minimum 42” (outside seats), 36” (Inside seat)

• **Number of Seats:** 32 passengers

• **Total Acquisition Cost:** $386,000

Heege Tower by Sunkids

• **Description:** Riders ascend tower by lightly pulling on rope which activates a motor to propel seat upward. The strength and speed used to pull directly influence the speed of ascent. Tower also rotates to give rides panoramic view. Tower is about 30 feet tall.

• **Height Requirement:** minimum 38” with adult, 48” solo

• **Number of Seats:** 8 passengers per tower

• **Total Acquisition Cost:** $258,000 per tower

Jump Around by Zamperla

• **Description:** Small family ride suitable for young children and their parents. Cars bounce up and down while turning in a circle.

• **Height Requirement:** minimum 36” with adult, 48” solo

• **Number of seats:** 24 passengers (max 6 adults)

• **Total Acquisition Cost:** $207,000

Alternative Amusement rides

The two rides below represent rides with a higher thrill factor aimed at increasing the age range to the tween and early teens. These rides would be recommended if a five-ride complex was selected or for possible future year expansion.
Kite Flyer by Zamperla

- **Description:** Lay-down, two-passenger gondolas let riders experience the sensation of free flight with a wave-like oscillating motion.

- **Height Requirement:** minimum 35” with adult, 42” solo

- **Number of Seats:** 24 passengers (max 12 adults)

- **Total Acquisition Cost:** $411,000

Tornado by Wisdom Rides

- **Description:** A thrilling ride with four swinging capsules that hold four passengers each. The entire ride rotates, lifts and tilts, while riders spin the capsules themselves to create the ride they want.

- **Height Requirement:** minimum 38” with adult, 48” solo

- **Number of seats:** 16 Passengers

- **Total Acquisition Cost:** $317,000

D. **Infrastructure Requirements**

Placement of a permanent ride complex on the north bank would require certain infrastructure requirements. Currently, this area is unimproved and all amenities would need to be built or added to support the operations of a ride complex. The rides complex is expected to cover an area of 12,600 square feet but may vary depending on the size requirements of selected rides. The site diagram (Attachment A) shows a conceptual layout of the site, including placement of three ride enclosures, central operators’ booth, and ticket stand. These facilities represent the basic physical requirements for the site. A complete itemized cost list is available in Attachment B.

**Operator Booth**

As a cost saving and operational efficiency measure, three rides would be arranged around a single central operator’s booth. This reduces the number of booths needed to be constructed, thereby saving on construction cost. Additionally, it enables rides operations to implement a reduced staffing model during non-peak times which help to save on labor cost. The operators’ booth houses the ride controls and basic public address system for each ride. It should be large enough to enable three operators to work simultaneously with easy access to each ride enclosure. The booth also provides security for the ride controls, protection from weather and shade for the operator.
Ticket Stand

A ticket stand is an important component of the rides complex with the purpose of selling tickets, day passes and season passes. To support this function, power and data services are needed to connect Riverfront’s point of sale system. Handheld scanners will be used at each ride and are needed to validate tickets and season passes. These devices require either Ethernet or Wi-Fi connection. There are also opportunities to offer light concessions and retail options over the ticket counter. These concessions may include snacks, pre-packaged foods, bottle beverages and an assortment of small items, such as sunscreen and hats. Overall, the 300-square-foot space is expected to house two points-of-sale terminals, an IT cabinet, beverage refrigerator and case work.

Ride Enclosure

A ride enclosure is required for each of the three rides being proposed. Each enclosure will vary in size based on the manufacturer’s requirements and include a concrete pad / foundation, perimeter fencing, 208v 3-phase power and queue for waiting riders. Each enclosure will also need a dedicated and lockable entry and exit gate; preferably, a magnetic latching system similar to the Looff Carrousel.

A shade cover over each ride enclosure is a highly recommended option in order to minimize closures due to heat and to protect rides from the effects of weather. As a recent example, the Berry Go Round was closed for over 177 hours from July 5 to Aug. 10 this year when temperatures became unsafe. These closures typically occurred around 12:30 p.m. and last until 7:30 p.m. Similar closures on the rides complex would adversely impact revenue expectations.

Other Site Improvements

Additional site improvements needed for ride complex included landscaping, area music, site lighting and furnishings. These items will help integrate the ride complex into the north bank setting; a key desire expressed by members of the Park Board. Additionally, adequate asset protection is needed when the complex is not in use. Perimeter fencing around the complex and security system will be required.

VI. Operational plan

Evaluation of an operations plan is an important component to the north bank rides complex feasibility study. It lays out specific perimeters and assumptions that drive financial performance of the site. Key aspects of the operation plan include descriptions of the operational model, seasonal calendar and hours, staffing requirements, maintenance requirements, administrative requirements and pricing structure. The details below are intended to provide a high-level overview of the operational plan.

A. Operational model

Staff considered two types of traditional amusement park models for the north bank rides complex, including a ticket-per-ride and a single admission ticket model. Under the single
admission ticket model, consumers would pay a single price and unlimited access to all rides. This model, akin to one used at Silverwood Theme Park, offers several advantages including convenience for guests, potentially higher revenue and a simplified ticketing process. It would also be possible to implement this model in the proposed conceptual design of the rides complex. However, this model would require a higher entry price point than a ticket-per-ride model. For this reason, staff recommends a ticket-per-ride complex to appeal to the desired consumer segment. This is also the traditional model used at Riverfront Park.

Under the ticket-per-ride model, general admission to the rides complex would be free, allowing parents and children to enter without paying. Instead, consumers will choose, a la carte, from a selection of individual ride tickets, day passes and season pass options. The affordability of this model allows the consumer to buy to their budget. Previous purchasing history indicates that parents are less likely to purchase tickets, day passes or season passes under this model. It’s hoped that the lower price point and the proposed selection of family rides will encourage parents to participate.

B. Operations Calendar and Hours

Riverfront Park has a long history and experience with a seasonal amusement ride calendar. After reviewing previous park calendars and comparing with them with similar local outdoor attractions, staff is proposing a very similar calendar and operational hours for the proposed north bank rides complex. The generalized calendar below represents 1,216 hours of operation and accounts for the school calendar, holidays, weather history and sunsets. It represents a starting point for the rides complex. Staff anticipates minor changes to hours, and seasonal opening and closing dates based on weather and consumer demand.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1 – June 7</td>
<td>Spring Break, Memorial Day and Weekends</td>
<td>10 a.m. to 7 p.m.</td>
</tr>
<tr>
<td>June 8 – Aug 30</td>
<td>Daily</td>
<td>10 a.m. to 8 p.m.</td>
</tr>
<tr>
<td>Aug 31 – Oct 31</td>
<td>Weekends, Labor Day</td>
<td>10 a.m. to 7 p.m.</td>
</tr>
</tbody>
</table>

C. Management

The stated assumption of this feasibility study was that City of Spokane Parks and Recreation staff would manage and operate the new complex. The financial pro-forma (Attachment D) is based on this principle. No additional research was conducted to validate interest or feasibility in a potential third party operator.

D. Staffing

The north bank rides complex will add three new rides and will require additional full-time and temporary seasonal staffing.

Temporary seasonal positions are part-time, non-benefited employees at Riverfront. This general classification fulfills a variety of needs, including rider operator, ticket and concessions
attendant and front-line supervisor (lead). Based on the hours shown in operations calendar, staff anticipates approximately 8,032 labor hours required to support these duties. Grounds maintenance and ranger staffing was not considered because this study assumed the net change was negligible when compared to the needs of the north bank without a rides complex.

Minimum wage in 2020 is expected to be $13.50 per hour. In order to remain a competitive employer, Riverfront Spokane’s current practice is to pay $.50 over minimum wage. Staffing within this classification is expected to be paid $14 to $15 an hour. In order to reduce staffing cost and where feasible, Riverfront plans to reduce labor hours by more efficiently scheduling ride operators to mirror consumer demand.

Two new full-time positions are anticipated to be needed for the rides complex, including Assistant Attractions Supervisor and Electro-mechanical Technician Supervisor. The Assistant Attractions Supervisor will report the current Shift Supervisor to support the daily employee hiring, scheduling, training and supervision of the rides complex operation. The Electro-mechanical Technician Supervisor is envisioned to be an ANSI certified working supervisor or foreperson-level position responsible for supervising and training Riverfront’s two existing electro-mechanical technicians, planning and coordinating preventative maintenance of the rides and assisting in repairs.

Both of these positions are being added because the managerial and mechanical maintenance workload will exceed Riverfront’s existing capacity. This essentially replaces the two similar positions (Training Supervisor and one Electro-mechanical Technician) eliminated in the 2017 fiscal year following closure of the Pavilion amusement rides. Instead of re-instating these positions, staff is recommending two new positions be created that better align with its current organizational structure.

E. Rides Maintenance

Rides maintenance is an important component to ensuring rider safety, state compliance and longevity of the amusement rides as a capital investment. Riverfront has an established ride maintenance program that will be enhanced by the Electro-mechanical Technician Supervisor discussed above. Periodic maintenance inspections and repairs will be done in accordance with the manufacturer’s requirement which typically involves daily, weekly, monthly and annual checks. Specific maintenance requirements for the three proposed rides were not available from the manufacturer.

The north bank rides complex will be a permanent installation as such it will benefit from an annual cost savings from dismantling, moving and storing rides during the winter months. Instead, each ride will be winterized in place. Staff anticipates the need to create custom canvas covers to protect them during winter months.

Long-term maintenance of the rides was a weakness of the previous Pavilion amusement rides. In order to maintain the condition and revenue viability of the rides, staff is proposing a capital
reserve fund which could be used in the future for repairs beyond normal maintenance or serve as a deposit for a new attraction.

As a final point of consideration, three new rides will require additional storage for spare parts and work space for repairs. This need may impact the current program concept for the future maintenance and operations building.

F. Administration

The north bank rides complex will also require additional administrative support in the areas of marketing, hiring, accounting and other back-office functions. This section will discuss efforts to be taken promote and position the rides complex to the community to enable financial success.

Promotions

In order to build visitation of the rides complex, staff will explore several opportunities. These include, but not limited to the following:

- Partnering with other attractions on a potential City Pass,
- Establishing a consignment ticket program with hoteliers,
- Providing discounts for local summer camps,
- Creating programmed community engagement activities around the rides complex
- Exploring cross-promotional opportunities with the Library and Sportsplex,
- Working with local school districts to offer a free ticket for each student, similar to the program at Silverwood Theme Park; and,
- Creating special discount days (ex. grandparent days) during no-peak visitation days.

Marketing platforms

The previous budget for the U.S. Pavilion amusement rides allocated $18,000 annually to support various marketing and collateral materials. Similarly, the pro-forma for the rides complex anticipates a $15,000 marketing budget will be required to build awareness and communicate promotions. Since the target consumer segment was identified as having a high propensity for technology adoption, Riverfront will focus on targeting its messaging through social media and purchase of web-based advertisements in addition to traditional platforms. Riverfront will also better identify the 44% of out-of-area visitors referenced in section IV.A and customize appropriate outreach strategies. Some additional marketing platforms may include:

- Onsite posters and digital ads throughout Riverfront Spokane, such as lamp post flags, A-frames, handouts at registers, event program guides and digital kiosks
- Promotions at regional events and fairs from a Riverfront Spokane booth
- Prominent placement on Riverfront website
- Digital ads on Google, Facebook, twitter, Instagram, Yelp, and Trip Advisor
- Traditional print ads in the Inlander Weekly, Spokesman-Review, local parenting magazines, and Visit Spokane’s travel guide
- Ad placement at the Spokane International Airport
VII. **Rides Complex Financial Pro-Forma**

Attachment D summarizes all the revenue and expense categories over 20 years. It includes key assumptions needed to effectively forecast financial performance, including ticket pricing, ticket mix ratios, operating calendar, expected average number of visitors per day, applicable taxes, salary and wages, benefits and growth rates.

**A. Sales Forecast**

*Overview*

The 20-year sales forecast of the north bank rides complex is expected to run deficit of $743,585 by year 20. The initial year revenue is projected to be $737,840 with continuous annual revenue growth thereafter. By comparison, the highest revenue year between 1999 and 2016 for the U.S. Pavilion rides was in 2008 when actual gross revenue reached $610,528. Given this data, the initial year revenue seems like an optimistic forecast for a complex of three rides.

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
<th>Year</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999</td>
<td>$324,960</td>
<td>2008</td>
<td>$610,528</td>
</tr>
<tr>
<td>2000</td>
<td>$291,545</td>
<td>2009</td>
<td>$527,320</td>
</tr>
<tr>
<td>2001</td>
<td>$268,360</td>
<td>2010</td>
<td>$504,125</td>
</tr>
<tr>
<td>2002</td>
<td>$318,726</td>
<td>2011</td>
<td>$566,899</td>
</tr>
<tr>
<td>2003</td>
<td>$298,964</td>
<td>2012</td>
<td>$504,520</td>
</tr>
<tr>
<td>2004</td>
<td>$309,499</td>
<td>2013</td>
<td>$516,167</td>
</tr>
<tr>
<td>2005</td>
<td>$285,827</td>
<td>2014</td>
<td>$498,284</td>
</tr>
<tr>
<td>2006</td>
<td>$386,271</td>
<td>2015</td>
<td>$448,013</td>
</tr>
<tr>
<td>2007</td>
<td>$592,047</td>
<td>2016</td>
<td>$378,869</td>
</tr>
</tbody>
</table>

*Pricing Structure*

The ticket-per-ride model was selected as the model best appealing a price-sensitive consumer in that it enables one to choose a ticket package, a la carte, that aligns with their budget. The chart below summarizes the proposed pricing structure.

<table>
<thead>
<tr>
<th>Product</th>
<th>Price</th>
<th>Mix %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Ride Ticket</td>
<td>$3</td>
<td>60%</td>
</tr>
<tr>
<td>Unlimited Day Pass (3-Rides Complex, Carrousel)</td>
<td>$17</td>
<td>20%</td>
</tr>
<tr>
<td>Day Pass Add-on: Gondola</td>
<td>$5</td>
<td>5%</td>
</tr>
<tr>
<td>Day Pass Add-on: Skate Rental</td>
<td>$3</td>
<td>5%</td>
</tr>
<tr>
<td>Day Pass Add-on: Spider Jump (3-min)</td>
<td>$4</td>
<td>5%</td>
</tr>
<tr>
<td>Season Pass (3-Ride Complex, Carrousel, Skate Rental)</td>
<td>$39</td>
<td>5%</td>
</tr>
</tbody>
</table>

Each individual ride ticket permits the holder to one ride; typically 90 seconds. The price ($3 per ride) is near the bottom in comparative pricing. Only the Looff and Coeur d’Alene carousels are
less expensive at $2 per ride. Some amusement rides at the Spokane County Fair start at $3, but factoring in the cost of fair admission the price is much higher.

The proposed three-dollar price point does not result in the ability for the rides complex to break even assuming long term growth rates. As a result, staff explored raising the price to $4 resulting in the break-even point occurring in year 19; assuming demand and product mix remain constant.

The day pass starts at $17 and allows consumers to customize their experience. The basic package includes the three rides in the north bank ride complex, the Looff Carrousel and permits the holder to an unlimited number of rides all day. Under this option the price per each of the four rides is $4.25; essentially, a $1.25 more for an unlimited option over basic ticket price. Currently, an unlimited pass is offered at the Carrousel for $5 and 11% of riders prefer this option over the standard ticket.

A common rule of thumb for pricing an annual season pass is about 2.5 times the price of admission (day pass option). Applying this rule would result in a $42.50 season pass. It should be noted this is about the same price as previous years season passes which included more rides. The proposed season pass of $39 accounts for this difference and attempts to increase its value by adding on skate rentals.

The ticket pricing selected is an exceptional value and determined through a review of comparative pricing at local attractions (refer to section VI.B). The mix percentage represents the expected ratio of tickets sold within each price point and used to forecast sales. It was determined based on an historical average from actual sales at Riverfront Spokane between 1999 and 2012. While the ratio can fluctuate year-over-year based on many factors, staff employed a more liberal approach in their calculation by placing more weight (the historical high) on the day pass price points with an overall allocation of 35%; thereby maximizing revenue potential. Given the value of the pass and comparative market pricing, staff feels this is a reasonable approach.

The financial pro-forma assumes a non-adjusted price for the first two years of operation. Thereafter, the price would be increased annual at the rate of inflation; currently 3%. It should be noted that Riverfront Spokane, as a department in a municipal organization, experiences incredible pressure to keep prices low and affordable. As a result, its pricing generally does not keep pace with inflation. For example, the Looff Carrousel price has not increased from $2 per ticket since 2012.

**Quantity Estimates for Ticket and Pass Sales**

Estimating the number of tickets sold on an annual basis is difficult and based on several intangible factors such as market size, competition, consumer demand, and pricing. Where feasible, staff reviewed historical and current trends to estimate a reasonable sales quantity. Between 1999 and 2015 the average number of tickets sold daily in the U.S. Pavilion ranged
from 430 to 570 for thirteen rides. There appeared to be very little variation year over year. Additionally, staff reviewed sales trends at the Looff Carrousel and, more recently, the Berry Go Round.

The Looff has traditionally been the most popular ride in Riverfront Spokane and vastly surpassed the popularity of any other ride over the years. It is not an exaggeration to say that ridership is 500% to 700% higher on the Looff Carrousel than any previous U.S. Pavilion amusement ride. Currently, the Looff Carrousel is averaging 781 paid riders per day. A sales target about this number would be considered very unlikely.

On May 26, 2018 the Berry-Go-Round (BGR) was placed on the pond of the new Skate Ribbon and operated in this location for 80 days. The BGR was one of the original and most popular of the US Pavilion rides. The new location on the pond was within street view of Spokane Falls Blvd, in close proximity to several events, and operated through the Fourth of July and Memorial Day weekends. Additionally, the price point for this ride was set at $2; $2 less expensive than the U.S. Pavilion. Overall, it averaged 116 tickets per day.

Based on this research, staff feels a conservative number of tickets sold on a daily basis would range from 500 to 600 for a set of three new rides. By comparison, the north bank ride complex would have to sell 834 tickets on average daily to have cost recovery on year 1 which would be a record setting achievement.

Season Pass sales were estimated separately from ticket sales. Staff reviewed both historical and current trends. The number of season passes sold while the rides were in operation at the U.S. Pavilion ranged from 2,200 to 5,600 annually between the years of 1999 through 2015 and included use of 13 amusement rides. Recently, the Riverfront Spokane sold 1,083 season passes during its inaugural ice skating season with pricing ranging from $25 to $30. Given this data, staff feels that 2,000 passes sold is reasonable given a $39 price point and fewer number of rides. However, if sales were increased to 4,000, more aligned with the Pavilion average, then the rides complex would break even in year 15. Staff does not feel this is likely given the price point and lack of continuous investment.

Concessions

Lite concessions are being proposed with the ticket stand and expected to sell snacks and drinks to visitors. The revenue potential of the stand was calculated based on the average number visitors expected per days, number of operating days, and a per-person revenue expectation. For this study, $1.50 per person is assumed. Product cost is expected to be 30% of the revenue.

B. Expenses

The primary expense driving cost recovery of the north bank rides complex includes wages and benefits (28%) of full-time and temporary seasonal staff, debit service (29%) for and administrative overhead (19%). This section will attempt to explain the factors behind these expenses.
Administrative Overhead

The estimate for the annual administrative overhead the rides complex uses a standard allocation methodology based upon relative percentages of costs in the overall budget. The 2018 Adopted Budget is the basis for the estimate.

The first part of the allocation model is to determine Riverfront Spokane’s portion of overall Parks and Recreation Division’s overhead. These pooled costs allocated over the total department reflect the cost of services that support the entire department and not just one specific work area. These costs reflect the additional liability and risk incurred, department administrative staff, interfund overhead costs, such as Park’s allocation of City indirect costs, computer services, Parks accounting and financial staff, and the departmental marketing and communications staff.

The second tier of overhead allocation to the Rides program reflects the costs directly supporting the activities of Riverfront Spokane. This includes Riverfront administrative staff, risk management allocation, existing RFP debt service and operating costs associated with overall Riverfront administration. These costs are pooled with Riverfront Park’s allocation of department overhead and then allocated to the respective cost centers of Riverfront Park’s program areas. Marginal direct operating cost were determined for the rides program and added to the existing total to determine an overall percentage of costs for this program. Given this methodology, the share of total overhead for the rides program based on the 2018 Adopted Budget is $195,386.

The rides advocacy group has claimed this expense should be not allocated to the rides program since it’s an existing fixed cost incurred by the Parks and Recreation Division or Riverfront Spokane. It’s best to think of this cost as a trade-off of resources. If a rides program were to be re-instated, current staff would have to re-prioritize their existing tasks and time to accommodate the demands of the new program. This has a cost. Some projects would be delayed or postponed and existing capacity would be consumed in order to accommodate the rides complex. Some tangible examples of this include using marketing staff time for a new advertising campaign, human resources time hiring and processing new ride operators, and accountant’s time in tracking various financial aspects of the complex. The re-allocation of overhead also means a reduction of overhead costs for the Riverfront’s other program areas, resulting to less administrative support elsewhere.

Wages and Benefits

See Section VII.D, above

Debt Service

See Section IX, below
C. Growth Rates

Year-over-year changes shown in the financial pro-forma are based on anticipated growth rates. For the analysis of sales trends, staff assumed two assumptions: (1) rides complex would follow the path a traditional business cycle with periods of growth and decline; and (2) no additional capital investment would be made after the startup of the rides complex that may impact the business cycle. Staff used the expected Spokane population growth rate (currently 1%) and general 5-year amusement industry growth rate (currently 5.2%) for comparison. Both of these growth rates are relatively similar to each other. For the first 7 years, staff assumed a very favorable 16.5% growth rate assuming the popularity for a new ride complex would exceed the current industry trend. Without new capital investment, such as an additional ride, staff expects growth to be 0% by year 10 and begin to gradually decline by year 14. It’s difficult to predict the actual growth of a rides complex but over a 20-year period the growth averages out to approximately 1% annually (very similar to population forecasts) and 16.25% in total.

VIII. Financing Strategy

SIP Loan – Spokane investment pool

The financing scenario utilized in the pro-forma assumes the availability of a loan from the Spokane Investment Pool (SIP). This is an interfund loan from city fund excess cash reserves that are invested together to receive a higher rate of return on investment. The interest rate on these types of loans is determined by a calculation based upon the Prime Rate. This is a low-cost alternative which requires approval by the City Council, and also assumes sufficient reserves in the pool.

The SIP Loan is recommended funding source for financing the north bank rides complex. Assuming a $2.4 million loan amount at an expected interest rate of 3.7%, the SIP has a 10-year and a 15-year repayment option. Both options require two semi-annual payments. The 10-year option, shown of the pro-form, will require payments totaling $289,320 annually while the 15-year option totals $209,924. Opting for 15-year option will result in $245,000 of additional interest due.

Alternatives

Another alternative would be issuance of General Obligation bonds or Revenue bonds authorized by the City Council. These will have a higher rate of interest and would also incur other costs related to a municipal bond issue. If the determination was made to issue revenue bonds, the rides program would have to demonstrate it would generate sufficient revenues to repay the interest and principal of the loan. If sufficient revenues were not generated, it would then be a burden on fund balance reserves or necessitate reductions in existing Parks programs.

The third alternative would be obtaining a loan from a commercial bank. This would entail significantly higher financing costs due to a market rate of interest, loan fees, typically a shorter repayment period, and the necessity to demonstrate the viability of the program.
The Parks and Recreation special revenue fund does not currently have sufficient reserves to fund a project of this size and scope; and it’s likely that it will be at least 5 to 7 years before such reserves would be available.

IX. Recommendations and Opportunities

The rides advocacy group’s goal of creating affordable family entertainment is an admirable one and one that better our community. This goal can also be achieved through many different approaches. A ride complex was presented and vetted in this study as one of these approaches. Based on the research presented, an investment in a rides complex does not appear to be a fiscally responsible decision and one which would pass potential risk on to the Parks Fund to pay for the debt service. Staff believes that the current effort to program Riverfront Spokane fulfills this goal and aligns with the 2014 Master Plan and prior community outreach efforts. With that said, staff also explored other opportunities for offering amusement rides in the park and suggested alternative uses of the north bank that meets this goal.

Riverfront Spokane endorses the Master Plan recommendation for a traveling carnival in the park. There is potential for a two-week event before the county fair circuit that enable patrons to enjoy an arrangement of amusement rides without paying fair entrance fees; making if more affordable. This option will provide vastly more rides options than what Riverfront could provide and there may be an opportunity to change them annually. Staff believed there is sufficient electrical power to support approximately eight to 12 rides in the U.S. Pavilion.

The north bank site has been an under programmed resource for years and the Great Floods Regional Playground will offer a world-class free amenity to the community and Inland Northwest at-large. Staff believes there are additional compelling activities to enhance the playground that align with the Park’s mission and would, more inexpensively, contribute to the goal of affordable family entertainment. A regional skate park, premier basketball court, a high ropes course and dog park are just a few opportunities staff believe better align with mission of Parks and Recreation while engaging the community through fun and play. These elements also help to emphasis Riverfront as urban park by offering recreation amenities local residents.
## Attachment A – Site and Acquisition Cost Estimate

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
<th>$/sf</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>12600</td>
<td>10</td>
<td>$126,000</td>
</tr>
<tr>
<td>Fenced &amp; lockable complex included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Operators' Booth</td>
<td>100</td>
<td>100</td>
<td>$10,000</td>
</tr>
<tr>
<td>Enclosure perimeter fence (42&quot;)</td>
<td>630</td>
<td>100</td>
<td>$63,000</td>
</tr>
<tr>
<td>Queue for Riders</td>
<td>120</td>
<td>100</td>
<td>$12,000</td>
</tr>
<tr>
<td>Concrete pad / foundation</td>
<td>10500</td>
<td>20</td>
<td>$210,000</td>
</tr>
<tr>
<td>Power (208v, 3-phase)</td>
<td>1</td>
<td>75000</td>
<td>$75,000</td>
</tr>
<tr>
<td>Shade Cover</td>
<td>4000</td>
<td>100</td>
<td>$400,000</td>
</tr>
<tr>
<td>PA system / area music</td>
<td>1</td>
<td>10000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Site Lighting</td>
<td>9</td>
<td>9000</td>
<td>$81,000</td>
</tr>
<tr>
<td>Security system</td>
<td>6</td>
<td>2500</td>
<td>$15,000</td>
</tr>
<tr>
<td>Ticket Stand with Lite Concessions</td>
<td>300</td>
<td>200</td>
<td>$60,000</td>
</tr>
<tr>
<td>IT and WiFi for Point of Sales Systems</td>
<td>1</td>
<td>10000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Fixture, Furnishings, Equipment</td>
<td>1</td>
<td>10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td>$1,082,000</td>
</tr>
<tr>
<td><strong>Contingency (10%)</strong></td>
<td></td>
<td></td>
<td>$108,200</td>
</tr>
<tr>
<td><strong>Tax (8.8%)</strong></td>
<td></td>
<td></td>
<td>$104,738</td>
</tr>
<tr>
<td><strong>Total Construction</strong></td>
<td></td>
<td></td>
<td>$1,294,938</td>
</tr>
<tr>
<td>Permit Fees</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>A/E Fees (12%)</td>
<td></td>
<td></td>
<td>$155,393</td>
</tr>
<tr>
<td>CM (5%)</td>
<td></td>
<td></td>
<td>$64,747</td>
</tr>
<tr>
<td><strong>Project Cost</strong></td>
<td></td>
<td></td>
<td>$1,525,077</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ride</th>
<th>Heege Tower</th>
<th>Family Swinger</th>
<th>Jump Around</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$199,460</td>
<td>$315,000</td>
<td>$165,000</td>
</tr>
<tr>
<td>Shipping</td>
<td>$7,000</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Tax (8.8%)</td>
<td>$18,247</td>
<td>$27,720</td>
<td>$14,520</td>
</tr>
<tr>
<td>Installation</td>
<td>$9,330</td>
<td>$8,400</td>
<td>$8,400</td>
</tr>
<tr>
<td>Contingency (10%)</td>
<td>$23,404</td>
<td>$35,112</td>
<td>$18,792</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$257,441</td>
<td>$386,232</td>
<td>$206,712</td>
</tr>
</tbody>
</table>

**Total Acquisition Cost**  $850,385

**Ride Complex Grand Total**  $2,375,462
Attachment B – Proposed North Bank Ride Complex Layout
## Attachment C – Competitive Business Summary

<table>
<thead>
<tr>
<th>Business</th>
<th>Founded</th>
<th>Attractions</th>
<th>Proximity (mi)</th>
<th>Season</th>
<th>Pricing</th>
<th>Parking Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobius Science Center</td>
<td>2005</td>
<td>Inquiry-based exhibits, technology, and skill building activities for ages 8 to 108.</td>
<td>0.01</td>
<td>Year round</td>
<td>Free admission for members&lt;br&gt;$8 for children and adults&lt;br&gt;$7 military/seniors (65+)&lt;br&gt;$12 Bounce Pass (access to Mobius Science Center and Children’s Museum for the same day)</td>
<td>No Lot, Fee Likely</td>
</tr>
<tr>
<td>AMC Theaters</td>
<td>2015</td>
<td>Current Movies, Imax</td>
<td>0.1</td>
<td>Year round</td>
<td>Adult $15.49&lt;br&gt;Child (2-12) $12.49&lt;br&gt;Senior (60+) $13.99&lt;br&gt;$1.25 per half hour, $10 max</td>
<td>$1.25 per half hour, $10 max</td>
</tr>
<tr>
<td>Mobius Children’s Museum</td>
<td>2005</td>
<td>Exploration, play, and the arts for kids 8 and younger</td>
<td>0.1</td>
<td>Year round</td>
<td>Free admission for members&lt;br&gt;$8 for children and adults&lt;br&gt;$7 military/seniors (65+)&lt;br&gt;$12 Bounce Pass (access to Mobius Science Center and Children’s Museum for the same day)</td>
<td>No Lot, Fee Likely</td>
</tr>
<tr>
<td>Fox Theater</td>
<td>1931, renovated 2007</td>
<td></td>
<td>0.3</td>
<td>Year round</td>
<td></td>
<td>No Lot, Fee Likely</td>
</tr>
<tr>
<td>INB Performing Arts Center</td>
<td>1974</td>
<td>2700-seat arts and entertainment venue</td>
<td>0.3</td>
<td>Year round</td>
<td></td>
<td>No Lot, Fee Likely</td>
</tr>
<tr>
<td>Spokane arena</td>
<td>1996</td>
<td></td>
<td>0.6</td>
<td>Year round</td>
<td>$7 to $15 per stall</td>
<td>$7 to $15 per stall</td>
</tr>
<tr>
<td>Spokane Chiefs</td>
<td>1982</td>
<td>WHL minor league hockey team</td>
<td>0.6</td>
<td>Sept to March</td>
<td>$16-24 by section, children 12 &amp; under $10 any section</td>
<td>$7 to $15 per stall</td>
</tr>
<tr>
<td>Name</td>
<td>Year Established</td>
<td>Activities</td>
<td>Year Round</td>
<td>Prices/Details</td>
<td>Location Notes</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------</td>
<td>------------------------------------------------</td>
<td>------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>----------------</td>
<td></td>
</tr>
</tbody>
</table>
| Wild Walls                                | 1995             | Indoor rock climbing                           | 1.1        | Day Pass $16 Adult / $12 Youth (14&under)  
Harness/Shoes $3-$6.50  
10 Visit Punch Pass $135 Adult/ $100 Youth | No Lot, Fee Likely |
| Laser Quest                               | 1994             | 15 minutes of laser tag gameplay with a total of 30 to 40 minutes. | 1.1        | Single game: $9-$12  
3 games: $20  
Summer pass: $69.99  
Monthly pass: $39.99 | No Lot, Fee Likely |
| Key Quest - Escape Room                   |                  | Themed escape room experience.  
45 minutes max escape time | 1.1        | $15 per person  
$45 minimum  
Six person maximum | No Lot, Fee Likely |
| North Bowl                                | 1974             | Bowling Alley                                  | 1.5        | 1 hour + Shoe rental - $102 hours + Shoe rental - $20 Adults, $15 Kids  
After 5pm$5 per game, $4 shoe rental | Free |
| Northwest Museum of Arts & Culture        | 1916             | Largest cultural organization in the Inland Northwest | 1.5        | Adults (18+) $10  
Seniors (65+) $8  
College Students $8  
Children (6-17) $5  
Children 5 and under are free | Free |
| FastKart Indoor Speedway                  | 1999             | Indoor go-kart speeds up to 30 MPH              | 1.9        | $25 – 10-Minute Session - (18-22 laps)  
$30 – 15-Minute Session - (30-35 laps)  
$35 – 40-Lap Race  
$45 – 60-Lap Race | Free |
| Free City Aquatic Centers / Pools         |                  | 2.6 miles (Witter),  
3.8 miles (Shadle) | 2.6        | June 18-Aug 25 | Free |
| Get Air Trampoline Park                   | 2015             | Indoor trampoline park                         | 4.1        | One Hour - $12 ($6 under 46")  
Two Hours - $20 ($9 under 46")  
Jump Socks - $3 | Free |
| Spokane Indians                          | 1892             | Short-A minor league baseball affiliate of the Texas Rangers | 4.4        | Adult $6.00 - $20  
Junior(4-12) $5  
Military $5  
Senior(55 or Older) $5 | Free |
<table>
<thead>
<tr>
<th>Business Name</th>
<th>Year Opened</th>
<th>Description</th>
<th>Year Round</th>
<th>Admission</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spokane County Fair</td>
<td>1886</td>
<td>45 Rides, with 31 for 42&quot; and under</td>
<td>4.4</td>
<td><strong>Admission</strong></td>
<td>$5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Free to Children Six Years of Age and Under</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $8 Youth Ages 7 to 13</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $8 Seniors 65 and Over</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $8 Military (with proper ID)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $11 Adults</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Rides</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Individual coupons - $1 each, varying number per ride</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Pay One Price - $30 to $32 – unlimited day pass</td>
<td></td>
</tr>
<tr>
<td>Escape!</td>
<td>2017</td>
<td>Themed escape room experience. 1 hour 15 min total duration</td>
<td>5.7</td>
<td>• $26 per person</td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Group size (varies) 2-8</td>
<td></td>
</tr>
<tr>
<td>Valley Bowl</td>
<td>1986</td>
<td>Bowling Alley</td>
<td>7.1</td>
<td><strong>$1 to $3.75 per game varies by day/time</strong></td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $3.50 shoe rental</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $30/hr per lane for lane rental</td>
<td></td>
</tr>
<tr>
<td>Lilac Lanes</td>
<td>1957</td>
<td>Bowling Alley</td>
<td>7.2</td>
<td><strong>$5 per game or $25/hour</strong></td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $4 Shoe rental</td>
<td></td>
</tr>
<tr>
<td>Wonderland Family Fun Center</td>
<td>1993</td>
<td>Arcade, miniature golf, laser tag, go carts, climbing walls, bumper boats</td>
<td>7.6</td>
<td>• Attractions range from $7.50-$9</td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Adult all-day pass $36.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Junior all day pass (54” &amp; under) $25.99</td>
<td></td>
</tr>
<tr>
<td>Roller Valley</td>
<td>1975</td>
<td>Indoor Roller Rink</td>
<td>7.7</td>
<td>• 4 and up - $9 admission/$10 admission + rental</td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Under 4 - $5</td>
<td></td>
</tr>
<tr>
<td>Altitude Trampoline Park</td>
<td>2018</td>
<td>Indoor trampoline park</td>
<td>7.9</td>
<td>• 60 min - $12.95 (6 &amp; under $8.95)</td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• 90 min - $17.95 (6 &amp; under $11.95)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• 120 min - $20.95 (6 &amp; under $14.95)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Add’l 30 min $3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Family Fun Pack</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• 2 Adults/2 Children</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• 60 min - $39.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• 120 min - $44.95</td>
<td></td>
</tr>
<tr>
<td>Pattison’s North</td>
<td>1951</td>
<td>Indoor Roller Rink</td>
<td>7.9</td>
<td><strong>$6-$10 for admission and rental depending on session and rental type</strong></td>
<td>Free</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• $5 for admission and rental during Family Skate</td>
<td></td>
</tr>
<tr>
<td>Strike Zone</td>
<td>2017</td>
<td>Nerf Gun battles, laser tag, indoor soccer</td>
<td>8.7</td>
<td><strong>$5.99 for 30 mins, 9.99 for 1 hour</strong></td>
<td>Free</td>
</tr>
<tr>
<td>Park Name</td>
<td>Year</td>
<td>Description</td>
<td>Temperature</td>
<td>Pricing</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Splash Down</strong></td>
<td>1982</td>
<td>Outdoor water park</td>
<td>9.5</td>
<td>Junior (under 48”) - $10 Regular (over 48”) - $15 Ages 3 and under free</td>
<td></td>
</tr>
<tr>
<td><strong>Cat Zoological Park</strong></td>
<td>1991</td>
<td>Spokane's Big Cat Sanctuary and Wildlife Rescue</td>
<td>12.7 Year round</td>
<td>Adults: $10 Seniors (55+) &amp; Students: $8 Children (ages 3-12): $5</td>
<td></td>
</tr>
<tr>
<td><strong>Coeur D'Alene Carousel</strong></td>
<td>2017</td>
<td>1922 Spillman Jr. carousel, hand carved</td>
<td>33.2 May-Sept</td>
<td>$2 per ride</td>
<td></td>
</tr>
<tr>
<td><strong>Triple Play Family Fun Park</strong></td>
<td>2000</td>
<td>7 attractions, both indoor and outdoor and a ropes course</td>
<td>37.6 Year round</td>
<td>• Triple Play Day Pass (excludes ropes course and Waterpark) $36.95 + tax (Day pass includes: all open attractions and a $5 game card. Height and weight restrictions may apply) EVENING PASS AVAILABLE 6PM TO CLOSE • Evening pass (excludes Ropes course) $26.95 + tax (Includes all open attractions, waterpark, and a $5 token card) INDIVIDUAL ATTRACTION PRICING • Attractions range from $4.25+tax to $7.75+tax PICK ANY 3 ATTRACTIONS &amp; A $5 GAME CARD $23.95 + tax PICK ANY 2 ATTRACTIONS &amp; A $5 GAME CARD $17.95 + tax</td>
<td></td>
</tr>
<tr>
<td><strong>Silverwood Theme Park</strong></td>
<td>1988</td>
<td>29 ride attractions including 10 in the Garfield's Summer Camp kids area</td>
<td>45.5 May to September</td>
<td>Child (3-7): $20-$28 Regular (8-64): $20-$51 Season Pass $150</td>
<td></td>
</tr>
</tbody>
</table>

Free
### Growth Rates

<table>
<thead>
<tr>
<th>Rate</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
<th>Year 16</th>
<th>Year 17</th>
<th>Year 18</th>
<th>Year 19</th>
<th>Year 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket Prices</td>
<td>5.00%</td>
<td>3.50%</td>
<td>3.00%</td>
<td>2.50%</td>
<td>2.00%</td>
<td>1.50%</td>
<td>1.00%</td>
<td>0.50%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Food Sales</td>
<td>4.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td></td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>0.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td>5.00%</td>
<td></td>
</tr>
</tbody>
</table>

### Income Statement

#### Year 1

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue:</td>
<td>777,840</td>
</tr>
<tr>
<td>Ticket Sales</td>
<td>650,432</td>
</tr>
<tr>
<td>Season Passes</td>
<td>39,000</td>
</tr>
<tr>
<td>Concessions</td>
<td>78,959</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>8,400</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>777,840</td>
</tr>
</tbody>
</table>

#### Year 20

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue:</td>
<td>1,289,426</td>
</tr>
<tr>
<td>Ticket Sales</td>
<td>857,728</td>
</tr>
<tr>
<td>Season Passes</td>
<td>60,800</td>
</tr>
<tr>
<td>Concessions</td>
<td>91,761</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>8,400</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,289,426</td>
</tr>
</tbody>
</table>

#### Total Revenue

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>777,840</td>
</tr>
<tr>
<td>20</td>
<td>1,289,426</td>
</tr>
</tbody>
</table>

#### Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages:</td>
<td></td>
</tr>
<tr>
<td>Temp Seasonal</td>
<td>15,982</td>
</tr>
<tr>
<td>Permanant Employees</td>
<td>17,492</td>
</tr>
<tr>
<td>Benefits</td>
<td>17,017</td>
</tr>
<tr>
<td>Total Wages</td>
<td>49,585</td>
</tr>
<tr>
<td>Utilities</td>
<td>12,600</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>8,400</td>
</tr>
<tr>
<td>Advertising/Marketing</td>
<td>15,750</td>
</tr>
<tr>
<td>Other Misc Expenses</td>
<td>15,347</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>83,758</td>
</tr>
<tr>
<td>Indirect Administration</td>
<td>295,539</td>
</tr>
<tr>
<td>Total Indirect Expenses</td>
<td>295,539</td>
</tr>
<tr>
<td>Total Expenses (incl. Indirect)</td>
<td>379,287</td>
</tr>
<tr>
<td>Net Income</td>
<td>585,654</td>
</tr>
</tbody>
</table>

#### 30 Year Projections

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>585,654</td>
</tr>
<tr>
<td>20</td>
<td>585,654</td>
</tr>
<tr>
<td>30</td>
<td>585,654</td>
</tr>
</tbody>
</table>

#### Income Statement Trends

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>585,654</td>
</tr>
<tr>
<td>20</td>
<td>585,654</td>
</tr>
<tr>
<td>30</td>
<td>585,654</td>
</tr>
</tbody>
</table>

### Costs of Sales

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising:</td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>15,982</td>
</tr>
<tr>
<td>Media</td>
<td>17,492</td>
</tr>
<tr>
<td>Total Sales</td>
<td>33,474</td>
</tr>
<tr>
<td>Print</td>
<td>8,400</td>
</tr>
<tr>
<td>Total Print</td>
<td>8,400</td>
</tr>
<tr>
<td>Other</td>
<td>15,750</td>
</tr>
<tr>
<td>Total Other</td>
<td>15,750</td>
</tr>
<tr>
<td>Total Marketing</td>
<td>33,474</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket Sales</td>
<td>650,432</td>
</tr>
<tr>
<td>Season Passes</td>
<td>39,000</td>
</tr>
<tr>
<td>Concessions</td>
<td>78,959</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>8,400</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>777,840</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages:</td>
<td></td>
</tr>
<tr>
<td>Temp Seasonal</td>
<td>15,982</td>
</tr>
<tr>
<td>Permanant Employees</td>
<td>17,492</td>
</tr>
<tr>
<td>Benefits</td>
<td>17,017</td>
</tr>
<tr>
<td>Total Wages</td>
<td>49,585</td>
</tr>
<tr>
<td>Utilities</td>
<td>12,600</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>8,400</td>
</tr>
<tr>
<td>Advertising/Marketing</td>
<td>15,750</td>
</tr>
<tr>
<td>Other Misc Expenses</td>
<td>15,347</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>83,758</td>
</tr>
<tr>
<td>Indirect Administration</td>
<td>295,539</td>
</tr>
<tr>
<td>Total Indirect Expenses</td>
<td>295,539</td>
</tr>
<tr>
<td>Total Expenses (incl. Indirect)</td>
<td>379,287</td>
</tr>
<tr>
<td>Net Income</td>
<td>585,654</td>
</tr>
</tbody>
</table>

### 30 Year Projections

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>585,654</td>
</tr>
<tr>
<td>20</td>
<td>585,654</td>
</tr>
<tr>
<td>30</td>
<td>585,654</td>
</tr>
</tbody>
</table>

### Notes

- **Appendix D – North Bank Rides Complex Financial Pro-Form**
- **Individual Ride Ticket**
  - Day Pass Rate: 5.00%
  - Unlimited Day Pass: 8.80%
  - Add-on: Skate Rental: 3.00%
  - Add-on: Spider Jump: 4.00%
  - Season Pass (w/ Skate rental): 3.00%

- **Credit Card Transactions**
  - Bank Fee: 4.00%
  - Other Misc Expenses: 3.00%

- **Operating Days per Year**
  - 375 days

- **Operating Hours**
  - Gondola: 1,216 hours
  - Spider Jump: 1,216 hours

- **Assist Attractions Supervisor**
  - 1.00 full-time equivalent
  - $50,613 in salary

- **Electromechanical Technician Supervisor**
  - 1.00 full-time equivalent
  - $41,656 in salary

- **Ticket Prices**
  - Individual Ticket: $0.25
  - Season Pass: $0.30

- **Sales**
  - Ticket Sales: $650,432
  - Season Passes: $39,000
  - Concessions: $78,959
  - Miscellaneous: $8,400

- **Wages**
  - Temp Seasonal: $16,982
  - Permanent Employees: $57,970
  - Utilities: $12,000
  - Operating Supplies: $8,000
  - Advertising/Marketing: $15,000
  - Other Misc Expenses: $14,757
  - Capital Reserve Fund: $10,000

- **Indirect Administration Overhead**
  - 19% of total expenses
This Contract is made and entered into by and between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT as (“City”), a Washington municipal corporation, and BLUEBIRD TREE CARE, INC., whose address is 1902 East Nettleton Gulch Road, Coeur d’Alene, Idaho 83815 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is for Indian Canyon Golf Course Tree Work; and

WHEREAS, the Contractor was selected through a Request for Public Works Bids issued by the City;

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Contract begins on September 12, 2018, and ends on July 1, 2019, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the sole discretion of the City and subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. SCOPE OF WORK.
The Contractor’s General Scope of Work for this Contract is described in Contractor’s Bid Response dated August 28, 2018, which is attached as Exhibit A and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.
4. COMPENSATION / PAYMENT.
Under this unit price contract the City will pay up to a maximum of **FIFTY TWO THOUSAND THREE HUNDRED FIVE AND 60/100 DOLLARS ($52,305.60)**, including tax for everything furnished and done under this Agreement. See Exhibit A for unit pricing.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. All invoices should include the Department Contract No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number.

5. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.
The following public works requirements apply to the work under this Contract.

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

8. TAXES, FEES AND LICENSES.
A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor’s sole responsibility to monitor and determine changes or the
enactment of any subsequent requirements for said fees, assessments, or changes and
to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in
this Contract shall be included in the project budgets.

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

10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to
discrimination under, or denied employment in the administration of or in connection with this
Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual
orientation including gender expression or gender identity, national origin, honorably discharged
veteran or military status, the presence of any sensory, mental or physical disability, or use of a
service animal by a person with disabilities. The Contractor agrees to comply with, and to require
that all subcontractors comply with, federal, state and local nondiscrimination laws, including but
not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination
in Employment Act, and the American’s With Disabilities Act, to the extent those laws are
applicable.

11. INDEMNIFICATION.
The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless
from all claims, demands, or suits at law or equity—asserted by third parties for bodily injury
(including death) and/or property damage which arise from the Contractor’s negligence or
willful misconduct under this Contract, including attorneys’ fees and litigation costs; provided that
nothing herein shall require a Contractor to indemnify the City against and hold harmless the City
from claims, demands or suits based solely upon the negligence of the City, its agents, officers,
and employees. If a claim or suit is caused by or results from the concurrent negligence of the
Contractor’s agents or employees and the City, its agents, officers and employees, this indemnity
provision shall be valid and enforceable to the extent of the negligence of the Contractor, its
agents or employees. The Contractor specifically assumes liability and agrees to defend,
indemnify, and hold the City harmless for actions brought by the Contractor’s own employees
against the City and, solely for the purpose of this indemnification and defense, the Contractor
specifically waives any immunity under the Washington State industrial insurance law, or Title 51
RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the
provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and
agreement to defend and hold the City harmless provided for in this section shall survive any
termination or expiration of this agreement.

12. INSURANCE.
During the period of the Contract, the Contractor shall maintain in force at its own expense, each
insurance noted below with companies or through sources approved by the State Insurance
Commissioner pursuant to RCW 48:

A. Worker’s Compensation Insurance in compliance with RCW 51.12.020, which requires
subject employers to provide workers’ compensation coverage for all their subject workers and
Employer’s Liability Insurance in the amount of $1,000,000;
B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor’s services to be provided under this Contract;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. **FEES FOR WASHINGTON’S LABOR & INDUSTRY (L&I) FILINGS.** (Section 6 above). Reimbursement for the fees paid by the Contractor for the approval of “Statements of Intent to Pay Prevailing Wages” and certification of “Affidavits of Wages Paid” by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their “Statements of Intent to Pay Prevailing Wages” on file with the City.

14. **SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:
   a. Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
   b. A Washington Employment Security Department number, as required in Title 50 RCW;
   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. An electrical contractor license, if required by Chapter 19.28 RCW;
   e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

15. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Contract without the City’s written consent, which may be granted or withheld in the City’s sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City’s consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

17. TERMINATION.
Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

18. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor’s services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.
19. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

21. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

22. CONTRACTOR’S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers’ or other warranty in the Contract documents.

21. MISCELLANEOUS PROVISIONS.
A. Amendments/Modifications: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the
breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act (PRA)) all materials received or created by the City of Spokane are public records and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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 by having legally-binding representatives affix their signatures below.

**BLUEBIRD TREE CARE, INC.**

By ____________________________  
Signature ____________________________  
Date ____________________________

Type or Print Name ____________________________

Title ____________________________

Attest: ____________________________

City Clerk ____________________________

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

By ____________________________
Signature ____________________________  
Date ____________________________

Type or Print Name ____________________________

Title ____________________________

Approved as to form: ____________________________

Assistant City Attorney ____________________________

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

Exhibit A – Contractor’s Response to Bid with Unit Pricing
Exhibit B – Certification Regarding Debarment
ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

<table>
<thead>
<tr>
<th>Name of Subrecipient / Contractor / Consultant (Type or Print)</th>
<th>Program Title (Type or Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Certifying Official (Type or Print)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title of Certifying Official (Type or Print)</th>
<th>Date (Type or Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
March 12, 2018

Leroy Eadie
City of Spokane Parks & Recreation
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Leroy Eadie,

This letter is a follow up to a conversation we had a while back pertaining to an interest to name the baseball field at A.M. Cannon Park after Rick Harris. I’m pleased to share that the board of the West Central Community Development Association voted unanimously in favor of a resolution to submit this letter in petition for your support and that of the Parks & Recreation Department to help make this happen.

For over 27 years, Rick has been a rock, a role model, a mentor and a friend to many of the most vulnerable youth in Spokane’s West Central neighborhood. His dedication in service to them is truly without parallel. Through coaching, education around drug prevention and bullying, or his consistent modeling of strong values and virtuous behavior, he offers nothing but a positive presence and a safe environment for so many who may not find these spaces anywhere else in their lives. We firmly believe there is nobody more deserving of this honor than Rick. Furthermore - and particularly in the context of a culture of poverty - we believe it is important for youth in West Central to see one of their “real life” heroes recognized in a larger context. We also believe this will offer inspiration and affirmation to so many others who are also providing meaningful service in our local community.

We look forward to advancing this conversation with you to explore how we can honor Rick for a lifetime of selfless dedication to some of the most vulnerable kids in our City. We are prepared to assist with whatever effort is required to help make it happen.

Thank you again for all your support!

Sincerely,

Keith Kelley, Board President
West Central Community Development Association
Letter of Support

Kelly Cruz
Chair West Central Neighborhood Council
wcnchair@yahoo.com

Leroy Eddie
City of Spokane Parks Director
808 Spokane Falls Blvd
Spokane Wa. 99201

February 9th, 2018
Dear Leroy Eddie,

The West Central Neighborhood Council wishes to support the effort by the West Central Community Center to name the ballfield at A.M. Cannon Park the Rick Harris Ballfield.

Rick is a long time fixture at the West Central Community Center and the Neighborhood, and for over 25 years has served as youth program director at the West Central Community Center working with youth and providing a positive environment and influence for youth in West Central.

We hope you will consider this request and honor an amazing community mentor of youth in West Central and our community.

Sincerely,

[Signature]
Kelly Cruz
Chair West Central Neighborhood Council
DESIGN CONTRACT | MANITO PARK MIRROR POND

INTENT
Contract with 'AHBL, Inc.' to collect pond data, conduct pond analysis, produce a pre-design report and create complete construction documents for the Manito Park Mirror Pond project for a total amount not to exceed $68,370.00 including all applicable tax.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Quality Analysis</td>
<td>1.0</td>
<td>$2,750.00</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>Subsurface Investigation</td>
<td>1.0</td>
<td>$11,600.00</td>
<td>$11,600.00</td>
</tr>
<tr>
<td>Topography Survey Update</td>
<td>1.0</td>
<td>$4,100.00</td>
<td>$4,100.00</td>
</tr>
<tr>
<td>Pre-Design Report</td>
<td>1.0</td>
<td>$19,500.00</td>
<td>$19,500.00</td>
</tr>
<tr>
<td>30% Plans, Spec’s &amp; Estimate</td>
<td>1.0</td>
<td>$12,600.00</td>
<td>$12,600.00</td>
</tr>
<tr>
<td>Bid Ready Plans, Spec's &amp; Estimate (Billed Time &amp; Materials NTE)</td>
<td>1.0</td>
<td>$21,800.00</td>
<td>$21,800.00</td>
</tr>
<tr>
<td>Reimbursable Expenses (including tax)</td>
<td>1.0</td>
<td>$2,720.00</td>
<td>$2,720.00</td>
</tr>
</tbody>
</table>

Total (includes tax): $68,370.00
September 4, 2018

REVISED

Mr. Nick Hamad, PLA
City of Spokane Parks & Recreation
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333

Project: Manito Mirror Pond Restoration, AHBL No. 2180405.10
Subject: Revised Proposal for Civil Engineering Services

Dear Nick:

Thank you for the opportunity to submit this revised proposal for civil engineering services for the Manito Park Mirror Pond Pre-Design project. We understand that City of Spokane Parks & Recreation (SP&R) is looking to integrate several approaches to improving the water quality into one comprehensive project. Our understanding of the project is based on our previous work in the area, meetings with you, and information provided.

SP&R and Friends of Manito have partnered on several ongoing projects that have greatly enhanced the appearance of Mirror Pond, added vegetation, and helped control erosion around the pond edges. All of these measures can contribute to enhanced water quality; however, significant work to maintain the water depth has not been completed since 1991.

Our approach includes two steps, pre-design and construction documents. The pre-design will identify current contributors to the pond murkiness by analyzing the existing pond bottom muck and water quality attributes. This analysis will serve as a baseline for measuring project improvements. This work will build on the investigation in the September 2010 DEA report provided by SP&R.

Subsurface explorations and the pre-design analysis will determine the feasibility of increasing the pond depth and evaluate the potential of an impermeable liner.

We are proposing to collect field parameters (e.g., pH, dissolved oxygen, and temperature) and water quality samples from Mirror Pond and two similar sized ponds in our region for analysis by Anatek Labs in Spokane. By comparing the water quality parameters of the existing three ponds, specific maintenance ranges and threshold values can be defined. These will establish objective baselines for better looking and higher functioning pond environments and will be used in design, maintenance, and monitoring.

Our proposal is based on the following assumptions:

- The dewatering/stockpile area will be on the hill south of the pond.
- Water can be re-added, as needed, from the City water supply.
- Permitting is not required or will be provided by City Staff.
- Construction Administration assistance is not included.
Water Quality Analysis – Task 11

We are proposing to team with Budinger & Associates to gather water quality samples.

1. Collect three water quality samples each from Mirror Pond and Qualchan Golf Course Pond.

2. Provide a summary of existing water quality at Mirror Pond and Qualchan Pond.

Subsurface Explorations – Task 12

We are proposing to team with Budinger & Associates for subsurface explorations.

3. Sample the pond bottom sediment and potential subgrade clay liner at four locations to a maximum depth of 3 feet with hand-operated, direct-push tooling – Geoprobe LB Manual Sampler. The system collects 2-inch diameter clear plastic tube samples using 1.25-inch rods and a 30- to 45-pound slide hammer. Locations will be approximately 20 to 50 feet in the pond from the shoreline. We will attempt to collect two to three undisturbed Shelby Tube samples for dry unit weights. We will either wade into the pond or use a raft/small boat.

4. Test four samples for organic content, grain size distribution, specific gravity, moisture content, plasticity, hydrometer, and pH. Unit weight will be calculated from Shelby Tubes, if possible, or calculated from the moisture contents and specific gravity assuming 100 percent saturation.

5. Perform four dynamic cone penetrometer (DCP) tests to quantify soil density and depth to rock.

6. Characterize the sediment and subgrade conditions, including excavation characteristics and suitability for reuse as liner fill.

7. Prepare a geotechnical report presenting the field exploration and laboratory testing results, along with subsurface characterization results.

Topographic Survey Update – Task 13

8. Perform a field survey to supplement the existing topographic survey. Field survey will be limited to areas within the water surface. The top of muck and top of firm subgrade will be surveyed.

9. Set field benchmarks for future staking and construction.

10. Prepare a PDF and CAD final topographic map reflecting the additional topographic survey and revised site conditions for design purposes.

Pre-Design Report – Task 14

11. Perform a literature review of pond ecology to identify the primary physical pond characteristics and constituents of concern that influence the water quality and appearance and recommended levels.
12. Review sample data for Qualchan Pond to determine the applicability of national research recommendations to a local pond of suitable quality.

13. Conduct research on up to ten other pond water quality solutions within jurisdictions and/or institutions across the country in locations with cold, semi-arid climates, similar to Spokane.

14. Estimate incoming organic load to the pond from animal and plant sources.

15. Develop summary of research findings and recommendations for construction documents to transition Manito Mirror Pond from the current condition to within acceptable limits. Recommendations could include excavation, mechanical aeration, chemical treatments, fountains, or bubblers.

16. Draft and final brief technical memoranda documenting the research conducted, findings, data gaps, and recommended next steps. The draft and final technical memoranda will be delivered electronically via email in Word and PDF file formats.

17. Coordinate with you, the design consultants, and the owner during design, and attend design meetings. This scope assumes 16 hours.

30% Plans, Specifications, and Estimate (PS&E) – Task 15

This scope is based on an assumption that the recommended design solutions from Task 14 will recommend a combination of dredging, aeration, and circulation.

18. Perform preliminary calculations for pond excavation, including emergency overflow and control structure.

19. Perform calculations for pond turnover time.

20. Perform preliminary calculations and sizing for a mechanical oxygenation system.

21. Prepare 30% excavation and oxygenation plans.

22. Develop Bid Item List, Summary of Quantities, and Engineers Estimate based on the 30% design plans.

90% and Bid Ready PS&E – Task 16

This scope is based on an assumption that the recommended design solutions from Task 14 will recommend a combination of dredging, aeration, and circulation. The project has an accelerated schedule; therefore, interim design submittals will be limited to 90% and Bid Ready (100%). This task will prepare 90% and Bid Ready plans, incorporating City comments and further progressing the design.

23. Prepare Cover Sheet.


25. Update pond grading plans.
26. Prepare oxygenation system installation plan based on a manufacturer-provided packaged system. Design will include vault placement, site piping, and electrical service.

27. Prepare Details, Sections, Control Structure, and Notes.

28. Update the Bid Item List, Summary of Quantities, and Engineers Estimate based on the 90% and Bid Ready design plans.


The project design and deliverables are unknown at this time; therefore, this task will be billed on a time and expense basis.

Reimbursable Expenses – Task 90

30. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis.

31. Water quality analysis by Anatek Lab. Testing two ponds with three samples at each pond. Samples will be tested for the following: pH, conductivity, turbidity, dissolved oxygen, temperature, dissolved phosphorus, total phosphorus, nitrite plus nitrate, and e coli.

**Billing Summary**

<table>
<thead>
<tr>
<th>Items</th>
<th>Description</th>
<th>Task No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Items 1-2</td>
<td>Water Quality Analysis</td>
<td>T-11</td>
<td>$2,750</td>
</tr>
<tr>
<td>Items 3-7</td>
<td>Subsurface Investigation</td>
<td>T-12</td>
<td>11,600</td>
</tr>
<tr>
<td>Items 8-10</td>
<td>Topographic Survey Update</td>
<td>T-13</td>
<td>4,100</td>
</tr>
<tr>
<td>Items 11-17</td>
<td>Pre-Design Report</td>
<td>T-14</td>
<td>12,800</td>
</tr>
<tr>
<td>Items 18-22</td>
<td>30% PS&amp;E</td>
<td>T-15</td>
<td>12,600</td>
</tr>
<tr>
<td>Items 23-29</td>
<td>90% and Bid Ready PS&amp;E (T&amp;E estimate)</td>
<td>T-16</td>
<td>21,800</td>
</tr>
<tr>
<td>Items 30-31</td>
<td>Reimbursable Expenses (T&amp;E estimate)</td>
<td>T-90</td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$68,150</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you, and make adjustments as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.
Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

a) Professional services of subconsultants, except as noted in the above scope of work.

b) Preparation, submittal, or securing of permits.

c) Costs associated with agency submittal or review.

d) Costs associated with title reports or other legal documents.

e) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare a purchase order and submit a copy to our office. Our receipt of the purchase order will be our notification to proceed.

If you have any questions, please call me at (509) 290-3020.

Sincerely,

Erick Fitzpatrick, PE
Associate Principal

EMF/el/lsk

c: Craig Andersen - AHBL Accounting

Q:\2018\2180405\Proposals_Contracts\Finals\20180904 Pro (REV) 2180405.10.docx
CONTRIBUTION AGREEMENT

THE TRUST FOR PUBLIC LAND CONTRIBUTING $200,000.00 TO THE SPOKANE PARKS & RECREATION DEPARTMENT TOWARDS IMPROVEMENTS TO DUTCH JAKE’S PARK IN SPOKANE, WASHINGTON

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as ("City"), and THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in the State of Washington, whose address is 901 Fifth Avenue, Suite 1520, Seattle, Washington 98164, as ("TPL"). Hereinafter referenced together as the "Parties", and individually a "Party."

WHEREAS, TPL is a conservation organization that has as one of its initiatives the "Parks for People" program, which assists local communities to build new parks and make improvements to already existing parks in their neighborhoods; and

WHEREAS, the City owns Dutch Jake’s Park, which is depicted in Exhibit 1 (the "Park"); and

WHEREAS, the City has undertaken a Concept Design of the Park ("Design") with the engagement of the local community; and

WHEREAS, TPL proposes to contribute funding towards City’s selection, purchase and installation of certain improvements to the playground component of that Design (the “Playground”), which City selection, purchase and installation of improvements is more particularly described in Exhibit 2 attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the Parties desire to set forth their respective rights and responsibilities in connection with the Project;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. PREMISES.
A. The City intends to complete the Design and move forward, once the Design is substantially complete (the “Completed Design”), with overall improvements to the Park, a portion of which overall improvements include the Project, as the Project is described on the attached Exhibit 2.

B. TPL is willing to contribute (subject to the terms of this Agreement) $200,000.00 in funding to assist the City with the City’s selection, purchase and installation of certain improvements to the Playground area of the Completed Design of the Park as described in the Project.

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

2. CONTRIBUTION. Pursuant to and subject to the terms and conditions of this Agreement, and after the conditions precedent in Section 1.C are satisfied, TPL shall contribute TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) to the City to assist the City with its implementation of the Project (the “TPL Contribution”). The TPL Contribution shall be paid by TPL to the City within fifteen (15) business days of the date the City and TPL document, in writing, that the Project can be implemented to the Parties’ mutual satisfaction, and that TPL has approved the siting within the Park of any and all capital improvements to be purchased with the TPL Contribution.

3. NOTIFICATION. After the completion of the Project, City agrees to notify TPL in writing if, at any time during the normal life expectancy of the improvements contemplated by the Project, City makes fundamental adjustments or alterations to the Playground, the Completed Design, the Park or the integrity of the Project as agreed to in Section 2 above. Furthermore, the City agrees to notify TPL in writing if, at any time during the normal life expectancy of the improvements contemplated by the Project and purchased with the TPL Contribution, the City removes any such improvements for any purpose other than their repair and reinstallation or in order to replace them, at City expense, with improvements of similar quality and purpose.

4. REFUND BY CITY TO TPL OF CONTRIBUTION. The City and TPL hereby agree that the City will complete the Project, and enough of the Completed Design to allow for safe and direct access to the Project in and through the Park, no later than August 31, 2019 (the “Project Completion Date”). In the event that any portion of the TPL Contribution remains unspent because the Project is not completed by the Project Completion Date, the City shall, no later than September 30, 2019, pay to TPL an amount equal to that portion of the TPL Contribution remaining unspent because of the lack of completion of the Project. The Parties hereby agree that if unforeseen circumstances beyond the City’s reasonable control result in a delay to the Project Completion Date, the Parties may, by mutual written consent, agree to amend the Project Completion Date.

5. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a “grantor” of contributions (TPL) and a “grantee” of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between
the parties hereto. Moreover, nothing hereunder shall be constructed to create any form of ownership interest in TPL to the Project or the Park or any capital improvement installed in the Park, or to any asset of the City, including, but not limited to the Design or Completed Design described in this Agreement. The parties acknowledge and agree that TPL has no authority or control whatsoever over the selection of the capital improvements of the Completed Design of the Park, except for the Project and its location mutually agreed to by both Parties as shown on Exhibit 2 and stated above in Section 2. The City hereby agrees to indemnify and hold harmless TPL from any claim, damage, loss (including, but not limited to attorney’s fees), or other costs incurred by TPL as a result of this Agreement and the TPL Contribution above, including any injury or loss of life suffered by anyone as a consequence of any use, lawful or otherwise, of any of the capital improvements in the Park, whether purchased with the TPL Contribution or not. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

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

7. NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

The Trust for Public Land
901 Fifth Avenue, Suite 1520
Seattle, WA 98164

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

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

9. DISPUTES. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each Party duly authorized to negotiate settlement agreements. Upon mutual agreement of the Parties, the Parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

If the Parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in the City and County of Spokane, Washington. A good faith effort by the parties to resolve any such dispute by mediation shall be a condition precedent to any litigation relating to the dispute.

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

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

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

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

Dated: ___________________  CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: ____________________________

Title: ___________________________

Attest:     Approved as to form:

_________________________  Assistant City Attorney

City Clerk

Dated: ___________________  THE TRUST FOR PUBLIC LAND

By: ____________________________

Title: ___________________________

Email Address:
This First Amendment with Cost is made and entered into by and between the City of Spokane, Parks and Recreation Department, a Washington municipal corporation, whose address is West 808 Spokane Falls Boulevard, Spokane, Washington, 99201, as ("City"), and Michael Terrell Landscape Architecture, PLLC., whose address is 1421 North Meadowwood Lane, Suite 150, Liberty Lake, Washington, 99019, as ("Consultant").

WHEREAS, the parties entered into an Agreement wherein the "Consultant" agreed to provide the City with professional landscape architectural services for the City's renovations at Dutch Jake's Park; and,

WHEREAS, the City desires to continue this ongoing work, to include the preparation of construction documents affecting the scope of work, cost, and end date of this agreement, necessitating this amendment to the agreement;

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

1. CONTRACT DOCUMENTS.
The Contract, dated November 2, 2017, 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 DATES / EXTENSION OF TIME.
This Contract Extension and Amendment shall become effective August 1, 2018 and end July 31, 2019.
3. COST AMENDMENT
The additional work requested shall incur additional expense in the amount of THIRTY SIX THOUSAND, FOUR HUNDRED FORTY-FOUR AND 40/100 Dollars ($36,444.40).

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.

MICHAEL TERRELL
LANDSCAPE ARCHITECTURE, PLLC.

By __________________________________________
Signature       Date

_____________________________________________________
Type or Print Name

____________
Title

603-368-643 With Endorsement
WA. UBI. NO. City of Spokane Bus.
License No.

Attest:

______________________________
City Clerk

CITY OF SPOKANE

By __________________________________________
Signature       Date

_____________________________________________________
Type or Print Name

______________________________
Title

Approved as to form:

______________________________
Assistant City Attorney

Attachments that are part of this Agreement:
Attachment A – Scope of Work / Invoice
OPR 2017-0799

2018-1100-253
**INTENT**
Amend existing contract with 'Michael Terrell Landscape Architecture, PLLC' to include preparation of construction documents for the Dutch Jake's Park renovation in West Central Spokane for an additional cost not to exceed $36,444.40.

<table>
<thead>
<tr>
<th>EXISTING CONTRACT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Involvement &amp; Master Plan Update</td>
<td>1.0</td>
<td>$21,490.00</td>
<td>$21,490.00</td>
</tr>
</tbody>
</table>

**Existing Contract: $21,490.00**

<table>
<thead>
<tr>
<th>ADDITIONAL SERVICES</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.0 Pre-Design Services</td>
<td>1.0</td>
<td>$2,200.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Task 2.0 Geotechnical Investigation</td>
<td>1.0</td>
<td>$5,304.00</td>
<td>$5,304.00</td>
</tr>
<tr>
<td>Task 3.0 Electrical Engineering</td>
<td>1.0</td>
<td>$5,777.20</td>
<td>$5,777.20</td>
</tr>
<tr>
<td>Task 4.0 Construction Documents</td>
<td>1.0</td>
<td>$14,190.00</td>
<td>$14,190.00</td>
</tr>
<tr>
<td>Task 5.0 Bidding</td>
<td>1.0</td>
<td>$1,310.00</td>
<td>$1,310.00</td>
</tr>
<tr>
<td>Task 6.0 Construction Administration (Time &amp; Materials NTE)</td>
<td>1.0</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Task 7.0 Expenses</td>
<td>1.0</td>
<td>$163.20</td>
<td>$163.20</td>
</tr>
</tbody>
</table>

**Additional Tasks (including tax): $36,444.40**

**Total Contract Not To Exceed (including tax): $57,934.40**
Date: September 4, 2018

Client: City of Spokane, Parks and Recreation
Contact: Nick Hamad, PLA
Address: 808 W. Spokane Falls Blvd.
          Spokane, WA 99201

Project: Dutch Jakes Park – Construction | Project Number: 17-036A
Address: 799 N Chestnut St, Spokane, WA 99201

Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of construction documents for the renovation of Dutch Jake’s Park in the West Central Neighborhood.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1.0 Pre-Design Services</strong></td>
<td></td>
</tr>
<tr>
<td>1.1 Meet with city of Spokane staff to discuss existing site conditions, utilities and demolition of improvements impacted by the approved master plan layout. Meet</td>
<td></td>
</tr>
<tr>
<td>1.2 Field Investigation</td>
<td></td>
</tr>
<tr>
<td>The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. A topographic survey has been completed. City of Spokane and geotechnical investigation to provide an update of any available information about existing subsurface conditions and utilities. The team will document existing conditions, features and trees to remain, define tree protection zones and measures and critical coordination items.</td>
<td></td>
</tr>
<tr>
<td>1.3 Review and document existing site construction and utility locations. Staff to provide update on status of existing sewer line, water meter/double check sizes and other associated utilities.</td>
<td></td>
</tr>
<tr>
<td>1.4 Deliverable: Demolition, tree protection and site utilities protection map.</td>
<td></td>
</tr>
</tbody>
</table>

| Task 1.0 Subtotal: | $2,200.00 |
| **Task 2.0 Geotechnical Investigation / Services (GeoEngineers)** | |
2.1 Design Phase Services
   A. Review in-house files and publicly available geologic maps for subsurface information nearby project site.
   B. Notify one-call underground locating service and coordinate with Parks personnel on locations of existing utilities and irrigation equipment. City staff to mark locations of all city-owned underground utilities within 20 feet of proposed borings.
   C. Exploration of soil and groundwater conditions. See GeoEngineers scope of work.
   D. Conduct laboratory testing to assess pertinent physical and engineering properties of soil encountered. See GeoEngineers scope of work.
   E. Develop recommendations for site preparation and earthwork. See GeoEngineers scope of work.
   F. Develop recommendations for design and construction of shallow spread footings, etc. See GeoEngineers scope of work.
   G. Prepare final written report with findings, conclusions and recommendations.

Fee Schedule:
Design Phase Services: $5,100.00 + $204.00 (4% markup) = $5,304.00
(Construction Phase Services are Time and Materials, Not to Exceed)

<table>
<thead>
<tr>
<th>2.0 Geotechnical Investigation / Services, Subtotal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,304.00 Including 4% markup</td>
</tr>
</tbody>
</table>

Task 3.0 Electrical Engineering Services

3.1 Design Phase Services
   A. On-Site Field Investigation
   B. Provide electrical engineering construction documents for site electrical and lighting.
      a. Electrical legend
      b. One-line diagram
      c. Electrical schedules and site plan
      d. Electrical details
      e. Exterior lighting controls.
      f. Energy code documentation.
      g. Power service and distribution.
   C. Provide review drawings at 50% and 100% completion.
   D. Provide cost estimation for electrical construction.
   E. Two design meetings.
   F. Sheet Specifications
   G. Lighting calcs and compliance forms.
### 3.0 Electrical Engineering, Subtotal:

**$5,777.20**
Including 4% markup

### Task 4.0 Construction Documents

4.1 Construction Documents: Prepare drawings for review and approval by City of Spokane parks staff. Prepare 75% and 90% drawings for review. MTLA to revise documents based on review comments from staff and coordination with Trust for Public Lands/play equipment supplier. Including:

- Demolition Plan
  - Construction access
  - Site elements to be removed
  - Tree protection
  - Fencing and construction staging
  - Utility protection
- Construction Plans: Including play equipment (provided by others), sport court, site furnishings, fencing and other elements identified in the final master plan.
  - TPL to provide play equipment layout and associated notes for incorporation in site plan.
  - Construction Plan and Layout
  - Grading
  - Construction Details
- Irrigation Plan: Complete redesign of irrigation system utilizing existing POC.
  - Irrigation plan and details
  - Irrigation Details including point of connection upgrade from existing water meter.
- Planting Plan:
  - Planting Plan
  - Planting Details
- Specifications: Prepare technical specification sections for submittal and review at 75% and 90%. Parks staff to prepare all Division O, frontals and contract sections.

4.2 Cost analysis: Provide detailed project construction cost analysis for review at 75% and 90%. TPL to provided cost / extent of play equipment installation for coordination with site plan.

4.3 Meetings and Submittals:
- Meetings:
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ One meeting for playground coordination meeting with TPL.</td>
<td></td>
</tr>
<tr>
<td>□ 75% Review and coordination meeting.</td>
<td></td>
</tr>
<tr>
<td>□ 100% Review and coordination meeting.</td>
<td></td>
</tr>
<tr>
<td><strong>4.0 Construction Documents, Subtotal:</strong></td>
<td><strong>$14,190.00</strong></td>
</tr>
<tr>
<td><strong>Task 5.0 Bidding</strong></td>
<td></td>
</tr>
<tr>
<td>5.1 Bidding</td>
<td></td>
</tr>
<tr>
<td>a. Provide Owner with two (2) sets of finalized, stamped construction</td>
<td></td>
</tr>
<tr>
<td>drawings and specifications. Provide one (1) set of electronic (.pdf)</td>
<td></td>
</tr>
<tr>
<td>finalized, stamped construction drawings.</td>
<td></td>
</tr>
<tr>
<td>b. Respond to inquiries from bidders and prepare and issue addenda as</td>
<td></td>
</tr>
<tr>
<td>necessary.</td>
<td></td>
</tr>
<tr>
<td>c. Participate in one (1) pre-bid conference and site tour.</td>
<td></td>
</tr>
<tr>
<td>d. Review and respond to requests from bidders for product substitutions.</td>
<td></td>
</tr>
<tr>
<td>e. City of Spokane Parks to provide printing, issuing, updating and</td>
<td></td>
</tr>
<tr>
<td>receiving bid documents to/from contractors. City to maintain plan</td>
<td></td>
</tr>
<tr>
<td>holders list. Printing and mailing of bid documents are not included in</td>
<td></td>
</tr>
<tr>
<td>proposal.</td>
<td></td>
</tr>
<tr>
<td>5.2 Electrical Engineering: $630.00 + $25.20 (4% markup) = $655.20, (Time</td>
<td></td>
</tr>
<tr>
<td>and Materials, Not to Exceed)</td>
<td></td>
</tr>
<tr>
<td>Meetings:</td>
<td></td>
</tr>
<tr>
<td>a. Pre-bid conference and site tour</td>
<td></td>
</tr>
<tr>
<td><strong>5.0 Bidding, Subtotal:</strong></td>
<td><strong>$1,310.00</strong></td>
</tr>
<tr>
<td><strong>Task 6.0 Construction Administration: Time and Material, Not to Exceed.</strong></td>
<td></td>
</tr>
<tr>
<td>6.1 Pre-Construction Meeting: Facilitate one (1) pre-construction meeting.</td>
<td></td>
</tr>
<tr>
<td>6.2 Review/ process Contractor’s submittals and other documents that</td>
<td></td>
</tr>
<tr>
<td>includes, but are not limited to: shop drawings, product and</td>
<td></td>
</tr>
<tr>
<td>material data and requests for information/clarifications (RFIs).</td>
<td></td>
</tr>
<tr>
<td>Services shall include providing responses to Contractor as necessary,</td>
<td></td>
</tr>
<tr>
<td>review of Owner-prepared change order proposal forms, and reviewing</td>
<td></td>
</tr>
<tr>
<td>Contractor’s proposed costs of Owner-approved changes in the work.</td>
<td></td>
</tr>
<tr>
<td>6.3 Conduct a maximum of three (3) site visit/construction meetings to</td>
<td></td>
</tr>
<tr>
<td>review the progress of the Work and/or attend project meetings. Task</td>
<td></td>
</tr>
<tr>
<td>shall include preparing a written report of each site visit and issuing</td>
<td></td>
</tr>
<tr>
<td>copies to all concerned parties. Including: Substantial Completion:</td>
<td></td>
</tr>
<tr>
<td>Conduct one (1) substantial completion site visit for review of</td>
<td></td>
</tr>
<tr>
<td>construction and prepare punchlist. Prepare document noting date of</td>
<td></td>
</tr>
<tr>
<td>Substantial Completion.</td>
<td></td>
</tr>
<tr>
<td>6.4 Review Operation and Maintenance manuals prepared by Contractor. Review</td>
<td></td>
</tr>
<tr>
<td>electronic record documents prepared by the Contractor.</td>
<td></td>
</tr>
<tr>
<td>6.5 Deliver the following to Owner:</td>
<td></td>
</tr>
<tr>
<td>a. Electronic record drawings on CD in AutoCAD 2018 format.</td>
<td></td>
</tr>
</tbody>
</table>

**Proposal and Contract**

Project: Dutch Jakes Park Construction

Project #: 17-036A

Client: City of Spokane
b. Operations and Maintenance Manual prepared by General Contractor and reviewed by design team.

6.6 Electrical Engineering: $1,875.00 + $75.00 (4% markup) = $1,950.00
   (Time and Materials, Not to Exceed)

6.7 Meetings:
   MTLA: Six (6) total meetings / site visits during construction.

<table>
<thead>
<tr>
<th>6.0 Construction Administration, Subtotal:</th>
<th>$7,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 7.0 Expenses</td>
<td></td>
</tr>
<tr>
<td>7.1 Mileage at $.54 per mile</td>
<td></td>
</tr>
<tr>
<td>Printing, parking and other miscellaneous expenses. (Actual cost + 4%)</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>7.0 Expenses, Subtotal:</td>
<td>$150.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$36,431.20</td>
</tr>
</tbody>
</table>

NOTE: The above fee is based on an estimate of hours to complete the proposed Scope of Services at our current hourly rates. For services not listed as optional or included in this proposal see “Extended Services”.

EXTENDED LANDSCAPE DESIGN SERVICES

The following services are not included in the Scope of Services or fee and will be performed or coordinated as directed and authorized by the “client” at our current hourly rates or a negotiated fee if required.

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Permitting of splash pads and or interactive water play features.
- Design of retaining walls over four feet (4’) in height.
- Survey of property.
- Archeological survey.
- Utility design. Electrical design of site lighting and electrical included.
- Entitlements: permits or planning approvals.
- Design and selection of playground equipment.
- Environmental testing for hazardous material or construction debris from previous uses.

This Proposal and Contract is Governed by the Terms and Conditions on the attached Exhibit "A." Please read. This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature: [Signature]

Date: 9/4/18

Michael D. Terrell, ASLA
Michael Terrell ■ Landscape Architecture, PLLC.

PROPOSAL AND CONTRACT
Project: Dutch Jakes Park Construction
Project #: 17-036A
Client: City of Spokane
Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: ___________________________  Date: ___________________________
Minor Contract Summary

Incomplete submissions will be returned to the Requester until all requirements are met.

(Summary to be printed on green paper)

Department: ☐ Finance  ☑ Operations  ☐ Recreation/Golf  ☐ Riverfront  ☐ Urban Forestry

**Note:** A new contractor requires a W-9, Business License, ACH Forms and an Insurance Certificate attached to the contract.

**Type of Contract:**

☑ New Contract  ☐ Renewal  ☐ Amendment  ☐ Extension  ☐ Public Works  ☐ Other

**Contractor/Consultant/Vendor**

Name: MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC.
Address: 1421 N. MEADOWWOOD LANE, SUITE 150
City, State, Zip: LIBERTY LAKE, WA, 99019
Remittance Address: MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC.
City, State, Zip: 1421 N. MEADOWWOOD LANE, SUITE 150
Phone: LIBERTY LAKE, WA, 99019
E-Mail: MTERRELL@MT-LA.COM

**Summary of Services:** Prepare conceptual site plans for Dutch Jake's Park Renovation project in accordance with the recently adopted park master plan. Project includes public & stakeholder involvement. A&E roster project AE 176-17.

Amount: $21,490.00  ☐ Check if tax is included

Budget Code(s): 1400-30210-94000-56501

11/01/17 - 8/01/2018

**Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc.):**

**Beginning Date:** 11/01/2017  **Expiration Date:** 8/01/2017  **Open-Ended:** ☐

☐ Quotes (per Purchasing Policy)  ☐ W-9 (for new contractors/consultants/vendors)
☐ Contractor is on the City's A & E Roster  ☐ ACH Forms (for new contractors/consultants/vendors)
☐ Contractor's Business License Exp Date  ☐ Insurance Certificate (min $1 million) 11/01/2018
☐ Grant Related (Grants Mgmt. Dept. must sign below)

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Nick Hamad  
Requester

☐ Division Manager  
Garrett Jones  
Type Name

☐ Director of Parks and Recreation  
Leroy Eadie  
Initiates

Funds are available in the appropriate budget account:

☐ Accountant  
Megan Qureshi  
Initiates

☐ Grants Management Department  
Type Name

<table>
<thead>
<tr>
<th>Parks and Recreation: Nick Hamad</th>
<th>Additional Dept. Purchasing - Connie Wahl</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Accounting: PARKS ACCOUNTING</td>
<td>Additional Dept.</td>
</tr>
<tr>
<td>Garrett Jones</td>
<td>Contractor: Michael Terrell</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:MTERRELL@MT-LA.COM">MTERRELL@MT-LA.COM</a></td>
<td></td>
</tr>
</tbody>
</table>

GreenSheet Rev. 1/2017
City of Spokane
Parks and Recreation Department

CONSULTANT AGREEMENT

Title: MICHAEL TERRELL, LANDSCAPE ARCHITECTURE, PLLC. FOR THE PROJECT SCOPING, & SITE EVALUATION FOR THE RENOVATION OF SPOKANE’S DUTCH JAKE’S PARK

(A&E Project No. AE176-17)

This Agreement is made and entered into by and between the City of Spokane, Parks and Recreation Department, a Washington municipal corporation, as ("City"), and Michael Terrell Landscape Architecture, PLLC., whose address is 1421 North Meadowood Lane, Suite 150, Liberty Lake, Washington, 99019, as ("Consultant").

WHEREAS, the City of Spokane desires to provide for the care, maintenance and improvements of its City Parks; and,

WHEREAS, the City of Spokane is seeking to undergo renovations at Dutch Jake’s Park, including the basketball court, play area, hardscape areas and site furnishings; and,

WHEREAS, the "Consultant" was selected for this work through the City’s A&E Roster following a documented evaluation process, herein provided;

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on November 1, 2017 and ends on August 1, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.
The Consultant shall provide the following services for the City:

Provide Professional Landscape Architectural services for renovations at Dutch Jake’s Park in the City of Spokane.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

3. COMPENSATION / PAYMENT.
Total compensation for Consultant’s services under this Agreement shall be a maximum amount not to exceed TWENTY ONE THOUSAND, FOUR HUNDRED NINETY AND 00/100 DOLLARS ($21,490.00), plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks Department, Administration Office, W. 808 Spokane Falls, Blvd., Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.
   A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
   B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American’s With Disabilities Act, to the extent those laws are applicable.
10. INDEPENDENT CONSULTANT.
The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

11. TERMINATION.
Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

12. STANDARD OF PERFORMANCE.
The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

13. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act [PRA]) all materials received or created by the City of Spokane are public records and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

15. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

16. MISCELLANEOUS PROVISIONS.
A. Amendments/Modifications: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

C. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
D. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

E. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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

**MICHAEL TERRELL**
**LANDSCAPE ARCHITECTURE, PLLC.**

By: [Signature] 11/2/17

**CITY OF SPOKANE**

By: [Signature] 11/3/17

**MICHAEL D. TERRELL**
Type or Print Name

**Leroy Eadie**
Type or Print Name

**PRINCIPAL**
Title

**Director**
Title

603-368-643 With Endorsement
WA. UBI. NO. City of Spokane Bus. License No.

Attest:

City Clerk (11/9/17)

Approved as to form:

Assistant City Attorney

**Attachments that are part of this Agreement:**
Exhibit A – Consultant’s General Scope of Work

2017-1100-231 A2
Date: October 19, 2017

Client: City of Spokane, Parks and Recreation          Phone: (509) 393-5452
Contact: Nick Hamad, PLA
Address: 808 W. Spokane Falls Blvd.
         Spokane, WA 99201

Project: Dutch Jakes Park | Project Number: 17-036
Address: 799 N Chestnut St, Spokane, WA 99201

Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of construction documents for the renovation of Dutch Jake’s Park in the West Central Neighborhood. The scope includes site evaluation, public involvement plan, coordination with parks staff and the Trust for Public Lands, preparation of the master plan based on concepts developed by EWU students and final construction documents.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1.0 Site Evaluation and Project Scoping</strong></td>
<td></td>
</tr>
<tr>
<td>1.1 Meet with city of Spokane staff to discuss existing site conditions, utilities and improvements.</td>
<td></td>
</tr>
<tr>
<td>1.2 Field Investigation</td>
<td></td>
</tr>
<tr>
<td>The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. A topographic survey is anticipated to be completed prior to the beginning of work. City of Spokane to provide a topographic survey and any available information about existing subsurface conditions and utilities. In addition, we will review existing park and open space conditions in conjunction with interviews with parks maintenance and land managers associated with the project. We will utilize available maps and ortho photos augmented by survey information and on-site verification. The team will document existing conditions, problem areas, landscape features, opportunities and constraints.</td>
<td></td>
</tr>
<tr>
<td>1.3 Conduct site visit to document existing conditions and evaluate existing improvements. Discuss and identify improvements that Parks personnel plan to remove prior to completion of design.</td>
<td></td>
</tr>
</tbody>
</table>

PROPOSAL AND CONTRACT
Project: Dutch Jakes Park
Project #: 17-036
Client: City of Spokane
1.4 Review existing site construction and utility locations. City of Spokane Parks to contract for site survey and provide to MT-LA.

1.5 Park History: We will review park’s acquisition and development history and any existing studies related to the area that may impact the planning process. Plans to be reviewed:
- Dutch Jake’s Park Master Plan prepared by EWU Urban and Regional Planning Program for West Central Neighborhood Council, June 2016.
- City of Spokane Parks and Recreation Plan
- Utility plans: water, sewer and electrical

1.6 Parks personnel to conduct preliminary subsurface investigations.

1.7 Develop Opportunities and Constraints Mapping
MT-LA will layer the assembled information and analyze the resource mapping to provide a comprehensive opportunities and constraints map for the park. This map will serve as the primary analysis tool for refining the concepts of the EWU prepared master plan. The opportunities and constraints mapping will identify suitable and unsuitable sites for park improvements.
- Mapping to include site circulation and relationships to the alley and adjacent streets. (i.e. Dutch Jake’s Park Master Plan, Appendix C: Chestnut Corridor Plan)

| 1.0 Site Evaluation and Project Scoping, Subtotal: | $3,900.00 |

---

### Task 2.0  Public Involvement

2.1 Public involvement Plan
We will develop a detailed plan for public involvement and outreach coordination with the Trust for Public Lands. MT-LA will coordinate public involvement efforts and will identify press releases (coordinated with city staff), public and neighborhood public meetings, as well as the participants, dates, times, formats, and purpose for each meeting. A comprehensive contact list will be generated with input from city and parks staff identifying major stakeholders, neighborhood contacts, property owners and user groups. The plan will include:
- Neighborhood council
- Stakeholder interviews
- Neighborhood/public meetings.
- Presentations to city staff, committees/boards as required.

Task 2 Deliverables
- Public Involvement Plan and Coordination.
- Coordinate with the Trust for Public Land for community outreach and engagement.
- Meetings for Tasks 1.0 and 3.0.

---

PROPOSAL AND CONTRACT
Project: Dutch Jakes Park
Project #: 17-036
Client: City of Spokane
1.4 Review existing site construction and utility locations. City of Spokane Parks to contract for site survey and provide to MT-LA.

1.5 Park History: We will review park’s acquisition and development history and any existing studies related to the area that may impact the planning process. Plans to be reviewed:
- Dutch Jake’s Park Master Plan prepared by EWU Urban and Regional Planning Program for West Central Neighborhood Council, June 2016.
- City of Spokane Parks and Recreation Plan
- Utility plans: water, sewer and electrical

1.6 Parks personnel to conduct preliminary subsurface investigations.

1.7 Develop Opportunities and Constraints Mapping
MT-LA will layer the assembled information and analyze the resource mapping to provide a comprehensive opportunities and constraints map for the park. This map will serve as the primary analysis tool for refining the concepts of the EWU prepared master plan. The opportunities and constraints mapping will identify suitable and unsuitable sites for park improvements.
- Mapping to include site circulation and relationships to the alley and adjacent streets. (i.e. Dutch Jake’s Park Master Plan, Appendix C: Chestnut Corridor Plan)

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Site Evaluation and Project Scoping, Subtotal: $3,900.00</td>
</tr>
<tr>
<td>2.0</td>
<td>Public Involvement</td>
</tr>
<tr>
<td>2.1</td>
<td>Public Involvement Plan</td>
</tr>
</tbody>
</table>
  - We will develop a detailed plan for public involvement and outreach coordination with the Trust for Public Lands. MT-LA will coordinate public involvement efforts and will identify press releases (coordinated with city staff), public and neighborhood public meetings, as well as the participants, dates, times, formats, and purpose for each meeting. A comprehensive contact list will be generated with input from city and parks staff identifying major stakeholders, neighborhood contacts, property owners and user groups. The plan will include:
    - Neighborhood council
    - Stakeholder interviews
    - Neighborhood/public meetings.
    - Presentations to city staff, committees/boards as required.

Task 2 Deliverables
- Public Involvement Plan and Coordination.
- Coordinate with the Trust for Public Land for community outreach and engagement.
- Meetings for Tasks 1.0 and 3.0.
<table>
<thead>
<tr>
<th>Task 2.0 Public Involvement, Subtotal: $6,540.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 3.0 Concept Plan Development</strong></td>
</tr>
<tr>
<td><strong>3.1 Concept Development Plans</strong></td>
</tr>
<tr>
<td>Building on the foundation of inventory, analysis and user input, MT-LA will develop two conceptual design options that build on the master plan developed by EWU students and in collaboration with the Trust for Public Land. The concept plans will illustrate programming, potential activity relationships, quantity, conceptual grading, existing vegetation, and approximate sizes of facilities.</td>
</tr>
<tr>
<td><strong>Task 4.0 Master Plan Update</strong></td>
</tr>
<tr>
<td><strong>4.1 Final Master Plan Update</strong></td>
</tr>
<tr>
<td>MT-LA will develop a Final Master Plan from input received during presentations, coordination with Trust for Public Land and Concept Development Plan review and discussion. The master plan will be a graphically rich, concise plan that will serve as to guide the development of construction documents. Master Plan Update will include plan, section and perspective character graphics to illustrate design intent. Future phases of development and construction as well as potential funding strategies will be identified in collaboration with Trust for Public Land.</td>
</tr>
<tr>
<td><strong>Task 5.0 Expenses</strong></td>
</tr>
<tr>
<td><strong>5.1 Mileage at $0.54 per mile</strong></td>
</tr>
<tr>
<td>$950.00</td>
</tr>
<tr>
<td><strong>5.0 Expenses, Subtotal:</strong> $950.00</td>
</tr>
<tr>
<td><strong>Total:</strong> $21,490.00</td>
</tr>
</tbody>
</table>

**NOTE:** The above fee is based on an estimate of hours to complete the proposed Scope of Services at our current hourly rates. For services not listed as optional or included in this proposal see “Extended Services” and Exhibit “A.”
EXTENDED LANDSCAPE DESIGN SERVICES

The following services are not included in the Scope of Services or fee and will be performed or coordinated as directed and authorized by the "client" at our current hourly rates or a negotiated fee if required.

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Design of retaining walls over four feet (4') in height.
- Survey of property.
- Archeological survey.
- Geotechnical investigation.
- Utility design. Electrical design of site lighting and electrical included.
- Entitlements: permits or planning approvals including design review.
- Bidding and Construction Administration

This Proposal and Contract is Governed by the Terms and Conditions on the attached Exhibit "A." Please read. This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature: ______________________

Date: 10/19/17

Michael D. Terrell, ASLA
Michael Terrell ■ Landscape Architecture, PLLC.

Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: ______________________

Date: ______________________

PROPOSAL AND CONTRACT
Project: Dutch Jakes Park
Project #: 17-036
Client: City of Spokane
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
CorRisk Solutions
1 Huntington Quadrangle Suite 4N20
Melville, NY 11747

INSURED
Michael Terrell - Landscape Architecture, PLLC
5312 South Chapman Road
Greenacres, WA 99016

INSURER(S) AFFORDING COVERAGE

INSURER A: New Hampshire Insurance Company
NAIC # 23841

COVERAGES

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS MADE
DOES NOT APPLY

INJURY LIMIT APPLIES PER:
POLICY

AUTO MOBILE LIABILITY

ANY AUTO
ALL OWNED AUTOS
HIDDEN AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS

Umbrella Liability

EXCESS LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION

AND EMPLOYER'S LIABILITY

ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/EMBEYEE EXCLUDED?

N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, If more space is required)
Dutch Jakes Park

CERTIFICATE HOLDER
City of Spokane Parks and Recreation
2303 East Mallon
Attention: Nick Hamad, LLA
Spokane, WA 99202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER
USAA INSURANCE AGENCY INC/PHS
812846 P:(888) 242-1430 F:(888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

INSURED
MICHAEL TERRELL- LANDSCAPE
ARCHITECTURE, PLLC
5312 S CHAPMAN RD
GREENACRES WA 99016

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE 12,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (ES EXCEPTED) 300,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MED EXP (Any one person) 10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY 2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GENERAL AVERAGE 4,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRODUCTS - COMP/PROP AGG 4,000,000</td>
</tr>
</tbody>
</table>

AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ANY AUTO</td>
<td>COMBINED SINGLE LIMIT (Per accident) 2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EACH OCCURRENCE 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AGGREGATE 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MEDICAL EXCEPTED 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>M.D. EACH ACCIDENT 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E.L. DISEASE- EA EMPLOYEE 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT 5</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured under the Business Liability Coverage Form SS 00 08 attached to this policy.

CERTIFICATE HOLDER
CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Parks and Recreation
Contact Person: Jo-Lynn Brown Phone: 625-6264
Type of Contract: □ New Contract □ Renewal
□ Amendment □ Extension
What work or service is being provided: Design, Construction Documents & Administration
If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2017-0799
Contractor/Consultant Name: Michael Terrell, Landscape Architecture, PLLC
Contractor/Consultant Address: 1421 North Meadowwood Lane, Liberty Lake, WA 99019
Contract Begin Date: 8/1/2018 Contract End Date: 7/31/2019
Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): $36,444.40
Funding Sources (e.g., CD, Dept. of Justice, Etc.): Parks
Was The Contractor/Consultant Solicited by City’s Request for Proposal/Quote/Bid? AE Roster

If Yes, Provide City’s Specifications And/Or City’s Request for Proposals.
If Yes, Provide Copy of the Consultant’s Proposal/Contractor’s Bid/Quote.
If No, Provide Scope Of Work To Be Performed By The Consultant/Contractor.
If No, Provide Sole Source Justification Form For Contracts Greater Than $10,000.
Contract Amendments: Provide Reason For Amendment. Adding additional services.

***IF THIS IS A PUBLIC WORKS CONTRACT REQUEST***

Prevailing Wages:
Did The City’s Request For Quote/Bid Require Payment of Prevailing Wages By The Contractor? □ Yes □ No
If Federal Funds Are Involved, Did The City’s Request For Quote/Bid Require Payment of Davis Bacon Wages By The Contractor? □ Yes □ No Wage Decision No. ____________

Performance / Payment Bond:
Did the City’s Request For Quote/Bid require a 100% Performance / Payment Bond By The Contractor? □ Yes □ No
For Contracts Up To $150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? □ Yes □ No

Rev. 12/31/13
Progression of design – from concept to construction

- After the Park Board and Joint Art Committee approved the concept for Stepwell in April, we received significant community feedback expressing a desire for increased interaction opportunities for people of all modalities
- Access to and with art is very important to Parks and Recreation
- Meejin Yoon, who is also an architect, provided thoughtful solutions
- The JAC and Park Board will weigh in on this design progression
- Fabrication and installation will follow, with an anticipated completion of Spring 2019

Enhancing interaction, refining design

- The artist and her team created an arch that allows people to pass through the sculpture, to experience the artwork’s interior, to interact, and to gather
- As visitors move around the sculpture, their understanding of its form changes dramatically. Moving slightly off-axis reveals the dramatic oblique of the exterior surface of the sculpture
- The sculpture will look impressively cantilevered
- As the user approaches the sculpture, they’ll be moving up a gentle slope toward the sculpture, and a person could choose to move straight ahead through the center of the sculpture or climb up onto its tiers to have a seat, or ascend to the top to look down
- Stepwell’s primary function is artwork

Archway

- The artist was happy for the opportunity to reconsider how the two halves intersect, and feels it is a design improvement to have an archway gracefully blend the intersection
- The artist’s team pointed out the archway will be visually stunning for two reasons; it will be a smooth, blended surface connecting two angular surfaces, and it will be unexpected to see this graceful curvature carved out of wood

Railing

*Exterior Railing*

- The exterior railing design is altered to accommodate a change in the height of the tiers, which should now be more comfortable for sitting
• The artist didn’t want the upper railing to be perceived as separate from the rest of the sculpture; she wanted to build it into the form of the sculpture instead of having it look like a separate element.
• In addition, adding thick timber at the top would have taken the art work beyond budget.
• The height from the top step to the upper edge of the sculpture is the typical safety railing height of 42”.

**Interior Railing**
• The artist wanted to keep the original geometry of the piece, while ensuring people on either side of the artwork could see through to the other side.
• The artist’s team selected this option because it mimics the filleted curves elsewhere in the piece, and reinforces the angled cut of the passageway when viewed on-axis.

**Capacity**
• Opening up the center pathway creates an opportunity for additional people to stand, move, and wheel through the art piece.
• Seating capacity on the steps is estimated to be 30 people.

RiverfrontParkNow.com, select “Art”
September 07, 2018

DRAFT AMENDMENT #1

Mr. Berry Ellison
City of Spokane Parks & Recreation
808 W Spokane Falls Blvd # 5
Spokane, WA 99201

Re: Proposal of Professional Services for Riverfront Park, North Bank Regional Playground; Amendment No. 1 – N. Washington St./N. River Drive Intersection and Roadway Improvements.

Dear Berry:

This amendment to the Consultant Agreement between the City of Spokane Parks and Recreation Department and Bernardo|Wills Architects, P.C. Dated August 27, 2018 is intended to expand consultant services to include the signal upgrade, the widening of the intersection for turn lanes (including some relocation of sidewalk) roadway improvements, and the reconstruction of corners for the Washington Avenue and N. River Drive intersection. Limits of the work on N. Washington Street are from the bridge abutment to the south up to W. Cataldo Ave. to the north: and N. River Drive from N. Washington Street to about 300 lineal feet east to the Centennial Hotel entry. It is estimated that the total construction cost for the intersection/roadway improvement is approximately $600,000. (excluding ROW/Easements). The design work will include a right-of-way/topographic land surveying base map drawing, a preliminary traffic study and analysis required to determine final configuration and layout of the improvements, design plans, details, specifications and construction administration services.

Project Understanding and Scope Elements

Primary access to the Riverfront Park North Bank site and parking lot would be provided through the Washington Street and N. River Drive intersection. Currently, this signalized intersection supports 2,700 total entering vehicles during the PM peak hour. The Riverfront Park Traffic Impact Analysis (MMI, 2016) indicates this would increase by 200 PM peak hour trips following Park redevelopment, which includes the amenities planned for the North Bank.

Spokane Transportation Department engineers indicate the intersection would need to be improved due to Park impacts, given capacity is limited, and because the signal is 25-years old (+/-). This will warrant reconstruction of the existing traffic signal with the addition of turn lanes and curb radii to accommodate truck movements. This document provides a scope of work and budget estimate to provide a design study and designs for the Washington Street and North River Drive intersection reconstruction project. The consulting budget has been broken down by primary task, so work can be implemented in stages, if desired.

An efficient schedule is important to this project as the client desires to bid the project by March. To that end, we will work continuously with City engineers during the report and design processes to cut down on review time. Schedule is highlighted subsequently working towards completion by the first week of March.

Design Study. Using standard industry practice and analysis methodology acceptable to the City, the recommendation of turn lane improvements and signal upgrades sufficient to accommodate short and long-term traffic forecasts will be developed by Morrison Maierle. The primary analysis will be based on PM peak hour traffic conditions, used by the City as a design hour. In addition, pedestrian and bicycle needs would be reviewed in conformance with “best practices” with improvements recommended for the intersection, such as ADA compliant facilities and special bike phasing or bike detection. Finally, truck activities will be reviewed to assure the appropriate design vehicle can clear corners at the intersection. The results and conclusions of the analysis would be summarized into a design study submitted to the City Transportation Department for review, modification, and approval.
The design study would be performed within five weeks, as to be prepared for presentation to the Park Board by October 15th. This assumes we can initiate work by the second week of September. We will work to secure consent from City traffic engineers regarding recommendations; although the report may not fully be reviewed and commented upon by this meeting. We envision receipt of comments and submitting a final report by the end of October.

30-Percent Design. The study would provide the basis for signal and intersection design. The 30-percent design would establish the footprint of the study recommendation for determining ROW and material needs. Signal equipment takes 90-days to secure (+/-), so 30-percent design is important in assuring materials are available for spring construction. The 30-percent designs would identify plan elements such as lane/width, curb-lines, sidewalk alignment and ADA curb returns, landscape areas, channelization-striping, and the location and alignment of signal equipment (i.e. pole foundations, control box location, mast arm alignment, etc.). We can establish a preliminary construction estimate for the intersection project at this stage of design, if desired.

We will provide a concept with the design report for the October 15th meeting. The 30-percent design itself would be performed within six to eight weeks following project authorization, with submittal anticipated by the end of October. We expect the City to require about two weeks to review and comment. Comments would be addressed with final design, so we would not expect to resubmit the 30-percent designs to the City.

Final Design. 90-percent and 100-percent design plans, specifications, and bid estimates would be developed following the concept design and design study phases. The 90-percent submittal would address major City comments from the 30% submittals and provide design specifications and details; specifically adding profile elements to the project (i.e. street and sidewalk cross-sections, foundation depths, etc.). Demolition and traffic control plans would be developed to support the project, as well as incorporating plan information from storm water, erosion sediment control, and geotechnical analysis, as needed. We would coordinate with utilities during design, noting changes with plans, and address landscaping and irrigation details. Sidewalk and ADA compliant pedestrian areas would be designed and incorporated. Designs would be prepared per City and AASHTO specification. Plans would be submitted on the 90-percent basis, followed by City comment. Comments would be addressed with submittal of 100-percent plans submitted for bid.

The engineering estimate would be further advanced based on 90-percent designs in an Excel spreadsheet format. The City has specific specification workbooks that we would secure and modify to compliment the project. The draft estimate and specifications would be submitted to the City for review with 90-percent plans, followed by City comment. Comments would be addressed, and final estimates and specifications would be submitted for bid.

We expect 90-percent design plans, the bid estimate, and specifications to require 6 to 8 weeks to develop. Assuming a contiguous schedule, we anticipate working on this through November and December with submittal around the first of the year. We would assume three of four weeks for City review, with comments provided by the first of February. Approximately three to four weeks would be spent in addressing these comments with 100-percent plans, the bid estimate, and specifications available for the first week of March to support the March bid schedule.
Deliverables and Budget: Summary work/deliverables and budget estimates is as follows:

- **Survey Work.** Provide a background for design work. By Coffman Engineers
- **Design Study.** Review background data and collect traffic counts, perform a design analysis, and recommend geometries and traffic controls. Submitted to the City as a report. Budget includes addressing one round of comments followed by final submittal. By Morrison Maierle
- **Stormwater.** Calculations. Developed per City Requirements. By Coffman Engineers
- **30-Percent Design.** 30-percent design plans developed to identify geometric intersection data and signal material location. Comments addressed with final design.
- **Final Design.** Plan and profile designs including signing and striping, an overall project plan, lane/curb design, traffic signal details, and sidewalk facility. 90 percent designs submitted, with city comments addressed, followed by submittal of 100-percent designs. By Morrison Maierle
- **Sediment and Erosion Control Plans.** By Coffman Engineers
- **Demolition Plans.** Demolition plans for the current intersection. Plans would be provided with 90 and 100-percent stages. By Morrison Maierle.
- **Specifications and Construction Estimate.** Specifications and construction estimates provided regarding material and construction details. Specifications and the estimate would be provided in 90 and 100-percent stages.
- **Traffic Control Plans.** Traffic control plans developed in coordination with City staff. Plans would be provided with 90 and 100-percent stages.
- **Meetings, Project Management, and Quality Control.** Four meetings in support of the project. This phase also acknowledges project management and quality control needed with the design study and design plans.

Plans would be provided electronically on 11x17 and 22x34 printable document (.pdf) files during the concept, intermediate, and first final submittals. Final 100 percent documents would be provided electronically with three sets of printed 11x17 and a 22x34. The design report and draft specifications would be submitted to the City in an electronic Word (.doc) format, then a final pdf format. A copy of the Engineering Estimate would be provided in an Excel spreadsheet format as a draft. A final pdf version would be submitted electronically as a pdf.

The project would be delivered by March 2019 for construction bidding.

**Professional Fees**

BWA proposes to complete the Amendment No. 1 – N. Washington St./N. River Drive Intersection Improvements design and contract documents for a lump sum fee of $60,000.00 (Sixty Thousand, and 00/dollars). Equaling 10% of the estimated total construction budget.

Please feel free to call us at any time should you have any questions or require further clarification.

Sincerely,

Dell Hatch, ASLA
William LaRue, ASLA
BWA Landscape Architecture/Urban Design/Planning

September 7, 2018
Design-Build Change Order Form


<table>
<thead>
<tr>
<th>Change Order Number: 8</th>
<th>Change Order Effective Date: 9/17/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project: PAVILION DESIGN BUILD PROJECT</td>
<td>Design-Builder’s Project No: 172100</td>
</tr>
<tr>
<td>Owner: CITY OF SPOKANE - PARKS &amp; RECREATION DIVISION</td>
<td>Date of Agreement: APRIL 13, 2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AREA</th>
<th>DESCRIPTION OF CHANGE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1 PROM</td>
<td>RFP#13 – Added Rough-In for WIFI for Centennial Trail &amp; Other.</td>
<td>$58,805</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** $58,805

Original Contract Price: $14,500,000
Net Change by Previous Change Orders: $3,158,637
Net Change by GMP Amendment: $4,150,000
Net Change by Change Order No 8: $58,805
New Contract Price: $21,867,442

Original Contract Substantial Completion Date: May 30, 2019
Adjustments by Previous Change Orders: 30 (calendar days)
Adjustments by Change Order No 8: 0 (calendar days)
Revised Scheduled Substantial Completion Date: June 29, 2019

<table>
<thead>
<tr>
<th>OWNER:</th>
<th>DESIGN-BUILDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Project Name:</td>
<td>PROMENADES</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Project No:</td>
<td>SC6B0322000</td>
</tr>
<tr>
<td>Owner:</td>
<td>Spokane Parks &amp; Recreation</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Garco Construction</td>
</tr>
</tbody>
</table>

Please furnish your proposal for performing the changes outlined below and/or detailed on the attachments referred to below. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, and equipment. It should also include any schedule impact if applicable.

**Description:** Provide pricing to install added rough-in for future WIF by the COS along the Centennial Trail per the attached drawings dated 6/29/18 as part of the mid promenade utilities.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>Labor</th>
<th>Material</th>
<th>Equip.</th>
<th>Garco Sub.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Power City Electric (See attached Scope Breakdown)</td>
<td>1.0</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
<td>47,671</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>47,671</td>
<td>47,671</td>
</tr>
<tr>
<td></td>
<td>NAC Electrical Design (See attached breakdown)</td>
<td>1.0</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
<td>2,175</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,175</td>
<td>2,175</td>
</tr>
<tr>
<td></td>
<td>Garco Labor and Equipment for Excavation - 1 operator and excavator for a week and a laborer for trenching &amp; backfill</td>
<td>1.0</td>
<td>WK</td>
<td>4,428</td>
<td></td>
<td>651</td>
<td>4,428</td>
<td>-</td>
<td>651</td>
<td></td>
<td>5,079</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTALS**

- 4,428
- 651

**ADD-ONS:**

- OH&P: on Garco (as subcontractor) self-performed work. 12.00% (of Labor, Material & Equip.) 609
- OH&P: on Garco (as subcontractor) subcontracted work 4.00% (of Subcontract) 1,994

**SUB-TOTAL** 57,528

<p>| | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance</td>
<td>1.00% (of Subtotal)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>575</td>
<td></td>
</tr>
<tr>
<td>Bond Premium</td>
<td>0.75% (of Subtotal)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>431</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL** 58,535

<p>| | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B &amp; O Tax</td>
<td>0.47% (of Subtotal)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>270</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL - POTENTIAL CHANGE ORDER** $ 58,805

**SPECIFIC EXCLUSIONS:**

1. WSST,
Josh,
Thank you for the opportunity to provide a proposal for the above mentioned project. As always, if I can provide any further information or clarification please do not hesitate to contact me.

**General Inclusions**
- 3000’-4” sch 40 PVC with pull string as shown on the drawings.
- Includes Qty (6) B1017 hand holes and previously installed on the Wifi added on the north side.

**General Exclusions**
- Tax.
- Excavation
- Removal or patching of Concrete or Asphalt.
- Overtime.
- Sales tax.
- Bond is available by request.
- Excludes all power (raceway and conductors) to hand holes as requested.

**Total Price $47,671.00**

Thank you for the opportunity.

Steve Gilbertz
509-481-0465
PM/Estimator

---

**Proposal Acceptance:**

<table>
<thead>
<tr>
<th>Authorized Customer Signature</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>
### Job Description: Added Wifi on south side

#### Project: Howard Street Promenade

**Date:** 3-Aug-18

### Estimation

<table>
<thead>
<tr>
<th>Description</th>
<th>AMT.</th>
<th>MTRL.</th>
<th>LABOR</th>
<th>MTRL. EXT.</th>
<th>LBR. EXT.</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimation</td>
<td>1</td>
<td>$12,117.84</td>
<td>$25,708.80</td>
<td>$12,117.84</td>
<td>$25,708.80</td>
<td>$37,826.64</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>AMT.</th>
<th>MTRL.</th>
<th>LABOR</th>
<th>MTRL. EXT.</th>
<th>LBR. EXT.</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck/Trailer</td>
<td>$1,285.44</td>
<td>$219.71</td>
<td>$400.00</td>
<td>$1,156.90</td>
<td>$257.09</td>
<td>$257.09</td>
</tr>
<tr>
<td>Vault shipping</td>
<td>$50.00</td>
<td>$1,156.90</td>
<td>$257.09</td>
<td>$257.09</td>
<td>$257.09</td>
<td>$257.09</td>
</tr>
<tr>
<td>HOUSE KEEPING</td>
<td>$257.09</td>
<td>$257.09</td>
<td>$257.09</td>
<td>$257.09</td>
<td>$257.09</td>
<td>$257.09</td>
</tr>
</tbody>
</table>

**DIRECT JOB EXPENSES**

- **Truck/Trailer:** $1,285.44
- **All Terrain cart:** $219.71
- **Fork lift:** $400.00
- **Vault shipping:** $50.00
- **Sm tools/Consum:** $1,156.90
- **Safety:** $257.09
- **Large Tools:** $257.09

**MATERIAL TOTAL:** $12,117.84

**LABOR TOTAL:** $25,708.80

**JOB EXPENSE:** $3,626.23

**SUBTOTAL:** $41,452.87

**OH & P:** $6,217.93

**TOTAL:** $47,670.79

### Description of Work:

- **Howard Street Promenade**
- **All Terrain cart**
- **Safety**
- **Large Tools**
<table>
<thead>
<tr>
<th>Item Desc</th>
<th>Qty</th>
<th>UOM</th>
<th>Material Ext</th>
<th>Labor Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td>12” square Hand hole</td>
<td>6.00</td>
<td>EACH</td>
<td>2,808.00</td>
<td>12.0000</td>
</tr>
<tr>
<td>PVC 90 SWEEP RADIUS</td>
<td>31.86</td>
<td>EACH</td>
<td>703.47</td>
<td>47.7870</td>
</tr>
<tr>
<td>PVC EB/DB END BELLS</td>
<td>31.86</td>
<td>EACH</td>
<td>121.38</td>
<td>12.7432</td>
</tr>
<tr>
<td>PVC SCH 40 UGRD</td>
<td>3,000.00</td>
<td>FEET</td>
<td>7,110.00</td>
<td>165.0000</td>
</tr>
<tr>
<td>BASE SPACER</td>
<td>713.00</td>
<td>EACH</td>
<td>1,309.00</td>
<td>71.3000</td>
</tr>
<tr>
<td>TRUE TAPE</td>
<td>3,300.00</td>
<td>FEET</td>
<td>66.00</td>
<td>3.3000</td>
</tr>
<tr>
<td>PVC FIELD BENDS</td>
<td>31.86</td>
<td>EACH</td>
<td>0.00</td>
<td>103.5385</td>
</tr>
<tr>
<td>Grand Totals</td>
<td></td>
<td></td>
<td>12,117.84</td>
<td>415.6687</td>
</tr>
</tbody>
</table>
### B1017

**Objective:**
- **Material:** Reinforced Concrete with Steel Frame
- **Model:** 16" x 22"
- **Weight:** 130 lbs
- **Wall Type:** Straight
- **Mouseholes:** 0
- **Performance:** H20, AASHTO M309

**Cover:**
- **Style:** Flush
- **Material:** Steel Checker Plate
- **Model:** 14" x 20"
- **Weight:** 44 lbs
- **Options:** Special Markings
- **Surface:** Skid Resistant & Marked*
- **Coefficient of Friction:** >0.6 ASTM 1028
- **Performance:** H20, AASHTO M309

**Body:**
- **Material:** Steel Checker Plate
- **Model:** 14" x 20"
- **Weight:** 44 lbs
- **Surface:** Skid Resistant & Marked*
- **Options:** Special Markings

**Options:**
- **Steel Checker Plate Covers:**
  - Flush Solid
  - Bolt Down Locking Available
  - Galvanizing Available
  - EMS Marker
  - Lid Gaskets*

- *Lid Gaskets inhibit water flow into the box, they do not make Enclosure fully waterproof.

---

*Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.

Contact your Oldcastle Enclosure Solutions Distribution Center for specific information and additional options.

---

Traffic Rated: Continuous Roadway Traffic

Actual load rating is determined by the box and cover combination.

Weights and dimensions may vary slightly.

All information contained on this sheet is current at the time of printing. Oldcastle Precast, Inc. reserves the right to discontinue or update product information without notice.
Hello Josh,

No problem.

Meetings and review
4 hours at $145/hr = $580

Design/Email/Drafting
6 hours at $85/hr = $510
6 hours at $125/hr = $750

Changes/CA
2 hours at $125/hr = $250
1 hour at $85/hr = $85
Total $2,175

Amount highlighted in yellow have already been accrued.

Thanks,
Jack

Jack Schneider PE, LC, LEED AP
NAC Engineering

Jack, 

I need to get a breakdown from you on that so I can include in my COP.

Thanks,

Josh Grigsby
GARCO CONSTRUCTION | Project Manager
o: (509) 535-4688 |
c: (509) 953-8456 | joshg@garco.com
Hello Lorraine,

The $20,000 estimate is based on information we're getting back through RFP-08R Wifi and the promenade RFP#8 promenade pricing which appear to be two different RFP’s.

I thought the price for completing Berry’s RFP-08R was answered by HSP RFP#8-Added Wifi Scope which was $33,632 and that in that, Berry allowed the use of 2” conduit.

In Centennial Trail Wifi, Berry confirmed after my $20,000 estimate that there were two 4” pvc conduits being installed versus one 2” like I thought he had allowed on RFP-08R.

Does that make sense? I have attached all for your reference.

With respect to the pricing received for “Added Centennial Trail WiFi” and keeping in mind that the 4” PVC conduit is almost three times the cost of the 2” PVC conduit and there is twice as much (two 4” vs one 2”), those numbers seem to bear out in the $58,805 number.

Thanks,
Jack

---

Jack Schneider PE, LC, LEED AP
NAC Engineering

---

Jack, 

Please review this pricing – you send a prior email that you thought this would be around $20K. We need to get this resolved so this work can proceed after labor day.

Thanks,
Lorraine

---

From: Josh Grigsby <joshg@garco.com>
Sent: Wednesday, August 15, 2018 9:39 AM
Good Morning Lorraine,

Please see attached proposal and let me know if you have any questions. If this is a go, it is important that we get the go ahead in the next couple weeks so we can get materials coming so it doesn't delay our upcoming centennial trail work.

Thanks,

JOSH GRIGSBY
GARCO CONSTRUCTION | Project Manager
o: (509) 535-4688 | c: (509) 953-8456 | joshg@garco.com
To whom it concerns,

I urge you to consider keeping/re-installing the rides in the north part of the park. The joy on my son's face when spending a Saturday out at the park riding the roller coasters was a great source of bonding time for us through the years.

Now that my daughter is approaching this age, I want her to be able to establish those same memories. In addition, the economic aspect of the rides have too many benefits to list.

Thank you for your time. Again, please, keep our Spokane riverfront rides apart of Spokane's legacy.

Sincerely,
Arianna Brown-Harris
Dear Park Board Member,

I am writing to support the Rides in the park. I am grandparent who has taken his children to the park years ago and watched them enjoy the rides and have been surprised by the Park Board’s plan to eliminate them. I have been unable to find online the reasons that they should be eliminated other than other communities are doing it which is not a reason but an excuse. Anyway the rides provide revenue, increase park attendance, and provide recreation for many of our less fortunate citizens who don’t have a lake house or the means to travel out of the city for their recreation. Could someone please tell me what are the reasons the Park Board wants to eliminate the rides?

Thanks,

Arn Peterson
Dear Park Board members:

Once again, I encourage you to keep the Riverfront Park rides as part of the Riverfront Park North Recreation Center on the North Bank. I believe the rides are important to the welfare of the city, giving the young people and children safe, wholesome activities rather than just "hanging out" and often getting into trouble.

The season pass program in the past has been popular for families and teenagers and provides extra revenue for the park. Most of the ticket holders will use the concession stands as well. The rides will also encourage more foot traffic in the park, creating more safety for all of us using the park. In addition, the rides will provide employment for many more youth of our city.

In conclusion, I would ask that you agree to again place the rides in Riverfront Park. Besides all the above reasons, I believe the program provides a good bonding, fun experience for parents, grandparents, and their children.

Sincerely,

Sylvia Miller
djsdmiller@hotmail.com
509-720-3980
To whom it may concern at the Spokane Park board,

I received information that you are considering removing the rides at the park, I am writing to ask that you reconsider because ,, every year my family and I travel to Spokane to visit family and its been our highlight and tradition to come to riverfront park and enjoy the rides ! We have so much fun and really enjoy the rides at the park ! It has created such fun memories and we are hoping to continue to be able to look forward to and enjoy the rides there ! Also the IMAX theater is a very big highlight for us which we love to experience when we visit ! Please reconsider removing these ! Thank you for your time ! signed a happy visitor from Indiana
I am a citizen in Spokane and I think the new carousel hours are a real disgrace. Really? All that money was spent on that area and you have nothing going on down there. Seriously, it’s summer, it doesn’t get dark til late, there are tons of tourists in town and most of them will come and see that thing and it closes at 7pm. That’s crazy!! Such a disappointment when we tried to get on one evening for a ride with company.

I was recently in downtown on a Saturday night. There was absolutely nothing to do unless you wanted to go to a bar. Let’s address this and fix this for not only your residents but for guests to Spokane. I really have no idea what this city is turning into but none of it adds up as good.

Sent from my iPhone
I would like to take this moment to thank all the Spokane City and County and Non Profits that have worked with us over the years. You have been instrumental in making Bemiss Neighborhood the best part of Spokane. FRIDAY - FRIDAY Music Under the Oaks; Night Out Against Crime!!!!!! So glad it's not too hot and the air is better, so see you all there for fun, food and festivities!!!!
FRIDAY, August 24, 5:30 PM - 8:30 PM!!!! Fagan
God bless you!
Working together to make Bemiss the best part of Spokane