



Spokane Park Board Agenda

3:30 p.m. Thursday, September 12, 2024
In-person in City Hall Council Chambers and
WebEx virtual meeting
Call in: 408-418-9388
Access code: 2487 177 4381

Park Board Members

Bob Anderson – President
Gerry Sperling – Vice President
Garrett Jones – Secretary
Nick Sumner
Greta Gilman
Sally Lodato
Jennifer Ogden
Barb Richey
Hannah Kitz
Kevin Brownlee
Doug Kelley
Jonathan Bingle – City Council liaison

Agenda

1. **Roll call:** Bob Anderson
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
 - A. Administrative/committee-level items:
 - 1) [August 8, 2024, regular Park Board meeting minutes](#)
 - 2) [Claims – August 2024](#)
 - 3) [MOU between Spokane Parks and Spokane Pickleball Club](#) – Jennifer Papich
 - 4) [General Industries, Inc. / Qualchan Golf Course Pumphouse Project Construction Contract \\$429,565.00 \(+10% administrative reserve & tax\)](#) – Berry Ellison
 - 5) [Subaward contract for Education and Outreach Services for Tree Planting](#) – Katie Kosanke / Amber Ramirez
 - 6) [AEG Presents – 3rd Amendment](#) – Jonathan Moog
5. **Special guests:**
 - A. None
6. **Financial report and budget update:** Rich Lentz

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

A. Special discussion items:

- 1) [Policy Update - Alternative Use on Park Land](#) – Greta Gilman / Hannah Kitz

B. Special action items: None

8. **Committee reports – action items:**

Urban Forestry Tree Committee: The September 3, 2024, meeting was canceled. – Kevin Brownlee

A. Action items: None

Land Committee: The September 4, 2024, meeting was canceled. – Greta Gilman

A. Action items: None

Recreation Committee: September 4, 2024 – Sally Lodato

A. Action items: The action item was presented on the consent agenda.

Riverfront Park Committee: The September 9, 2024, meeting was canceled. – Gerry Sperling

A. Action items: None

Golf Committee: September 10, 2024 – Nick Sumner

A. Action items: One of two action items was presented on the consent agenda.

- 1) [Ridgetop Golf / Indian Canyon Golf Course Bunker Renovation Construction Contract \\$299,618.14 \(plus 10% administrative & tax\)](#) – Berry Ellison

Finance Committee: September 10, 2024 – Bob Anderson

A. Action items: Two of two action items was presented on the consent agenda.

Development & Volunteer Committee: September 11, 2024 – Jennifer Ogden

A. Action items: None

9. **Reports:**

A. President: Bob Anderson

B. Liaisons:

- 1) Conservation Futures – Nick Sumner
- 2) Parks Foundation – Barb Richey
- 3) City Council – Jonathan Bingle

C. Director (Interim): Jason Conley

10. **Executive session**

A. None

11. **Correspondence**

A. [Letters/emails:](#)

- 1) Aaron Nolting - Easement

12. **Adjournment**

13. **Meeting dates:**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. October 1, 2024, The Hive events room 'C', and virtually via WebEx.

Land Committee: 3:30 p.m. October 2, 2024, The Hive events room 'A', and virtually via WebEx.

Recreation Committee: 2:15 p.m. October 2, 2024, The Hive events room 'A', and virtually via WebEx.

Riverfront Park Committee: 4:00 p.m. October 7, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx

Golf Committee: 8:00 a.m. October 8, 2024, The Hive events room 'C', and virtually via WebEx.

Finance Committee: 3:00 p.m. October 8, 2024, The Hive events room 'B', and virtually via WebEx.

Development & Volunteer Committee: 4:15 p.m. November 13, 2024, Riverfront Park Pavilion conference room, and virtually via WebEx.

B. Park Board: 3:30 p.m. October 10, 2024, Council Chambers, lower-level City Hall, and virtually via WebEx

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 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE PARK AND RECREATION DIVISION
AUGUST 2024 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - SEPTEMBER 12, 2024**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,429,107.85
MAINTENANCE & OPERATIONS	\$	472,054.76
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	87,197.11

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY

GOLF:

SALARIES & WAGES	\$	219,365.15
MAINTENANCE & OPERATIONS	\$	572,230.50
CAPITAL OUTLAY	\$	40,431.33
DEBT SERVICE PAYMENTS	\$	-
TOTAL EXPENDITURES:	\$	<u>2,820,386.70</u>

Spokane Park Board

Briefing Paper



Committee	Recreation Committee	Committee meeting date: Sept. 4, 2024	
Requester	Jennifer Papich	Phone number: 509-363-5420	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B Obj. 1(Improvement)	Master Plan Priority Tier:	Tier 1 (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Memorandum of Understanding between Spokane Parks and Recreation and Spokane Pickleball Club		
Begin/end dates	Begins: 09/18/2024	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>The purpose of this MOU is to establish and define the working relationship between the Spokane Pickleball Club (SPC) and the City of Spokane; Parks and Recreation Division (PARKS), for growing and supporting pickleball throughout the city park system. SPC and PARKS will collaborate on programming, events, and initiatives aimed at fostering interest and participation in pickleball. Spokane Pickleball Club will act as a liaison between the pickleball community. Spokane Pickleball Club was incorporated to promote the sport through education, accessibility, special events, tournaments, and fundraising contributions for improvements and expansions in Spokane.</p>			
Motion wording:			
Accept the zero dollar Memorandum of Understanding between Spokane Parks and Recreation and Spokane Pickleball Club			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane Pickleball Club			
Name: Michael Johansen Email address: michaelallenjohansen@gmail.com Phone: 650-759-2646			
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Jennifer Papich			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
\$0		n/a	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI: Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)



CITY OF SPOKANE
PARKS AND RECREATION

MEMORANDUM OF UNDERSTANDING

Title: SPOKANE PICKLEBALL CLUB

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, as "PARKS", and the **SPOKANE PICKLEBALL CLUB (SPC)**, a 501(c)(3) corporation organized under the laws of the State of Washington, whose address is 304 W Pacific Ave STE 210, Spokane, WA 99201.

WHEREAS, PARKS owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter, and

WHEREAS, the purpose of this MOU is to establish and define the working relationship between the Spokane Pickleball Club (SPC) and the City of Spokane; Parks and Recreation Division (PARKS), for growing and supporting pickleball throughout the city park system.

WHEREAS, The Spokane Pickleball Club is a 501(c)(3) non-profit, grassroots organization dedicated to promoting the sport of pickleball; and

WHEREAS, PARKS currently provides a lower-than-average level of service for pickleball and the PARKS adopted 2022 park and natural lands master plan Goal B Objective 1 specifically recommends adding pickleball courts throughout the City of Spokane, including a regional pickleball complex; and

WHEREAS, PARKS is the owner of all public park facilities in the City of Spokane, portions of which are developed as recreational sport court facilities, which may be dedicated to specific activities (tennis, pickleball, etc.) or which may contain shared uses atop the same court surface; and

WHEREAS, the purpose of SPC is to unite pickleball players in the Spokane community, grow the number of players and play facilities, and provide enhanced community access to pickleball opportunities for all; and

WHEREAS, SPC and PARKS will collaborate on programming, events, and initiatives aimed at fostering interest and participation in pickleball; and

WHEREAS, Spokane Pickleball Club was incorporated to promote the sport through education, accessibility, special events, tournaments, and fundraising contributions for improvements and expansions in Spokane; and

WHEREAS Spokane Pickleball Club will act as a liaison between the pickleball community and [City] Parks and Recreation Department; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City of Spokane Parks and Recreation and Spokane Pickleball Club agree as follows:

The parties agree as follows:

1. PREMISES.

All PARKS owned public sport courts within the City of Spokane, which currently includes court complexes within 17 parks.

2. USE OF THE PREMISES.

- A. Subject to paragraph 2.B. below, the Premises may be used by the Spokane Pickleball for pickleball play only and for no other purpose, without prior written approval from PARKS.
- B. Public use shall be maintained and SPC shall not have exclusive rights to use the premises unless a Tournament Special Event permit has been obtained from City, subject to rules/conditions of the permit issued and fees established therein.
- C. SPC may have regular court reservations for lessons/clinics and/or organized play, while also leaving courts open to public play. These reservations will be free of charge and scheduled through PARKS field allocations.
- D. The SPC agrees to comply with all laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Parks and Recreation Department for the use and management of the Premises. It is Spokane Pickleball Club's responsibility to familiarize itself with these regulations.
- E. The Spokane Pickleball Club shall not charge fees for entry to the Premises or use of the sports courts unless authorized through a City Special Event permit or in partnership with the Spokane Parks and Recreation Department.
- F. All revenues received by Spokane Pickleball Club derived from entry fees and user donations shall be dedicated to improvement of PARKS sport courts as outlined in section 4.

3. TERM.

This MOU will run for two (2) years, at which time its content will be reviewed. If there are no changes to the MOU after such review, the MOU shall be deemed to be extended for an additional three (3) years, subject to the mutual written agreement of the parties.

4. FEES.

PARKS shall not charge the SPC any fees for use of the Premises. In lieu of fees paid by SPC for use of PARKS facilities, the consideration received by PARKS shall be the striping, improvements and overall stewardship of the citywide SRPD sport courts as outlined in sections 10 & 11. Revenues received by SPC shall be held in a dedicated account as outlined in section 6B and reported to PARKS in section 9.

5. TAXES.

- A. Leasehold Excise Tax. Since it holds no lease on the Park property in question, the Spokane Pickleball Club does not owe any Leasehold Excise Tax. To the extent it is determined that Leasehold Excise Tax applies to this arrangement, SPC shall be responsible to pay the taxes.
- B. Other Taxes. In addition, the SPC agrees to pay all other taxes imposed in connection with its holding or exercise of privileges under this MOU.

6. SPONSORSHIP AND CONCESSION RIGHTS.

- A. The SPC is granted limited facility sponsorship rights as authorized by the Director of Parks and Recreation (“Director”). The SPC is authorized to secure event sponsorships through the Special Event process in accordance with Parks and Recreation policy.
- B. SPC funds may be deposited into a gift trust account as outlined in section 9.
- C. The sale of all other food, beverages, and merchandise is to be done in coordination with PARKS and its assigns unless otherwise authorized by the Director.

7. PARK RESPONSIBILITIES.

- A. PARKS will provide access to facilities, maintain courts, and support SPC with promotional efforts.
- B. If the SPC needs road access, or vehicular access across park landscape area for a particular project, access may be granted by Parks with approval and at least with one week’s advance notice of the workday.

8. SPOKANE PICKLEBALL CLUB RESPONSIBILITIES.

- A. The Spokane Pickleball Club would like to volunteer its services for the benefit of Spokane Parks and Recreation to further the growth and outreach of pickleball by utilizing membership dues, tournament fees and fundraising dollars to fund court supplies and improvements such as pickleball nets, court resurfacing & striping projects, court upgrades and new court construction.
- B. SPC has inspected the Premises and accepts the Premises AS IS and, except as otherwise specifically provided in this MOU, no improvements by PARKS are necessary.
- C. SPC agrees to utilize the sport courts consistent with their mission to promote the sport of pickleball through community outreach, education, clinics, and amateur pickleball competitions.
- D. SPC will coordinate and submit special event applications and reservation agreements to PARKS and include any applicable extra fees.
- E. SPC will provide liability insurance coverage for all SPC-sponsored activities.
- F. SPC agrees to evaluate appropriate existing sport courts to determine suitability for the addition of pickleball courts.
- G. SPC agrees to focus initial court improvement efforts on the expansion and improvement of pickleball courts at Comstock Park and Mission Park. Improvements at these locations are anticipated to include more frequent court cleaning, court acrylic resurfacing, the addition of more courts by painting / re-striping, lighting enhancements, and court programming.
- H. SPC agrees to focus medium to long term fundraising efforts toward the goal of developing a future dedicated regional pickleball facility at Franklin Park. At full build-out it is anticipated that this complex would include up to 20 dedicated pickleball courts, lighting, an open-air cover / roof, spectator seating, ADA access pathways and associated appurtenances. Franklin Park was mutually determined between PARKS & SPC to be the most suitable location for a regional sport court complex due its central location within Spokane, its proximity to the city's primary north/south arterial road, and the park's classification as a 'special use facility – sports complex facility.

9. FINANCING.

- A. SPC shall use reasonable efforts to raise the necessary construction, maintenance or supply costs for City pre-approved sport court projects.

- B. SPC will support and ensure that its fundraising activities are consistent with PARKS' vision, mission and goals, and its work will be compatible with these interests and goals, and it will support PARKS' master plan(s).
- C. SPC has the ability to secure and direct privately raised funds to PARKS for the benefit of PARKS' programs. SPC may direct funds to PARKS to support capital projects, programs, activities and needs of Spokane Pickleball.
- D. All SPC revenues generated from fundraising activity, donations, tournament entry fees shall be deposited into the dedicated Non-Profit SPC account. SPC shall provide PARKS an annual financial report as outlined in section 16.
- E. PARKS will seek grants and local contributions to match SPC club contributions and other donated or private funds. PARKS is not obligated to proceed with the project if sufficient alternate funding is not received.

10. SPOKANE PICKLEBALL CLUB FUNDED PROJECTS.

- A. SPC will coordinate with PARKS staff on all proposals, projects, and plans funded by its privately raised funds. SPC acknowledges and agrees that Park Board approval shall be secured in advance of all such capital projects.
- B. Capital project proposals shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties.
- C. SPC will not make any changes to permanent structures or add any permanent structures to facilities without PARKS approval.
- D. Proposed renovation, enhancement, and new development projects shall be considered on a 'case-by-case' basis.
- E. The parties agree to work together to create project design plans.
- F. Every effort will be made to create a design acceptable to the Parties. However, in the event the Parties cannot agree on the design, PARKS will make the final decision on the design.
- G. SPC shall submit all requests for permission to modify park grounds and/or facilities to PARKS prior to commencement of any such improvement. Requests must include a "Letter of Intent", accompanied by design plans (construction drawings and specifications) detailing the proposed modification.

- H. PARKS shall designate a qualified person to review proposed court improvement plans and specifications for conformance to PARKS development standards and provide input regarding the proposal. The qualified individual may request changes to the proposal and shall recommend the improvements for approval or disapproval by the Recreation Director within 14 days of receipt.
- I. Upon approval of improvement plans, work may commence at a time mutually agreed upon between SPC & PARKS.
- J. Upon PARKS's disapproval of improvements plans, PARKS shall provide recommendations to SPC for revision of plans. Upon plan revision to incorporate comments, SPC may resubmit proposal for PARKS review for approval.
- K. After PARKS approval of design plans and upon commencement of approved improvements, PARKS shall designate a qualified person to inspect and confirm authorized improvements are constructed in accordance with agreed upon improvement plans, governmental approvals, permits and applicable laws.

11. SPOKANE PICKLEBALL CLUB AND SPOKANE PARKS AND RECREATION JOINT FUNDED PROJECTS.

- A. Planning, preliminary design, detailed design and construction documentation for joint funded projects may be conducted either by SPC, PARKS, or their agents, so long as the designs are reviewed and approved by PARKS as outlined in section 10.
- B. Upon approval of final design and upon confirmation of full funding for the project PARKS will manage project procurement, bidding, and construction in a manner compliant with municipal public works construction.
- C. All applicable city procedures and policies will be followed including requirement for the contractor to pay prevailing wage and be listed on the MRSC roster and provide PARKS proper insurance, business license information and any other requirements.
- D. A construction contract will be awarded for the project to the lowest responsive bidder, provided that funding available is sufficient for the project.

12. OWNERSHIP OF IMPROVEMENTS.

Following completion of any court improvements, the court improvements and any associated appurtenances shall become the property of PARKS.

13. PICKLEBALL COURT LINE AND SURFACE COLORS.

- A. To help maintain consistency across the PARKS sport courts, pickleball court and line colors shall be painted using consistent color(s), regardless of whether PARKS, SPC, or their agents is conducted the striping work, as outlined below:
- B. Shared Use Racquet Courts (Tennis & Pickleball): Where tennis and pickleball are played on the same court surface,
- Tennis court lines: 'Textured White'
 - Pickleball court lines: 'Yellow'
 - Tennis court field / in-bounds area: 'Medium Green' or 'Dark Blue'
 - Out of Bounds Area: 'Red'
- C. Shared Use Racquet Courts (Pickleball & Basketball / other):
- D. Dedicated Pickleball Courts: Pickleball lines on dedicated pickleball courts:
- Pickleball court lines: 'Textured White'
 - In-Bounds area (except kitchen): 'Dark Blue' / 'Dark Green'
 - Non-Volley Zone (kitchen): 'Light Blue' / 'Gray' / 'Light Green'
 - Out of Bounds Area: 'Light Green' / 'Red'
- E. When constructing or resurfacing dedicated pickleball courts, the non-volley zone (kitchen) shall be painted a lighter "tone-on-tone" color than the adjacent playable in-bounds area, and the out-of-bounds area shall be painted a contrasting color to the in-bounds court area.

14. ADVERTISING.

SPC shall submit copies of any material and/or flyers created to advertise the facility to PARKS for approval prior to distribution. SPC agrees that any printed material and social media used by the Spokane Pickleball Club when referring to a City facility shall include the words "City of Spokane Parks and Recreation" and be pre-approved by PARKS prior to posting.

15. EVALUATING AND REPORTING.

- A. SPC will provide an annual report to the Spokane Park Board on programming, collaboration, outreach, fundraising and projects completed or in progress.
- B. SPC shall provide an annual financial statement to PARKS detailing all annual revenues, expenses, and account balances. SPC shall itemize funds which are dedicated to specific projects, maintenance, or programs.
- C. It is further agreed by the PARTIES that lines of communication shall be kept open between parties to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

16. LIABILITY.

- A. In the performance of this MOU, SPC is an independent contractor and not an employee or agent of PARKS.
- B. SPC shall defend, indemnify and hold harmless PARKS and its officers and employees from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising directly or indirectly from SPC's use of the Premise and/or its exercise of the rights and privileges granted in this MOU or SPC's breach of any of its obligations under this MOU, provided that nothing herein shall require SPC to indemnify PARKS against and hold harmless PARKS from claims, demands or suits based solely upon the conduct of PARKS or the conduct of its agents, officers and employees, representatives, or contractors; and provided further that if the claims, demands or suits are caused by or result from the concurrent negligence of (a) SPC or its officers, employees, agents, representatives, contractors, or volunteers and (b) PARKS or its agents, officers, employees, representatives or contractors, this indemnity provision with respect to (1) claims, demands, or suits based upon such negligence (2) the costs to PARKS of defending such claims, demands, or suits shall be valid and enforceable only to the proportionate extent of SPC's negligence or the negligence of SPC's officers, employees, agents, representatives, contractors, or volunteers.
- C. SPC shall not allow liens of any kind to be placed against the Premises for any unpaid materials or laborer, and shall defend, indemnify and hold harmless PARKS if liens arise as a result of contracts for services or materials entered into by SPC.

17. INSURANCE.

During the term of the contract, SPC shall maintain in force at its own expense, the following insurance:

- A. Workers' 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 or Stop Gap Insurance. **The Contractor states they have no employees and; therefore, are not required to have proof of Workers' Compensation coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.**
- 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 premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this

contract. It shall provide that the City of Spokane, their officers, employees and agents are additional insurers but only with respect to SPC's services to be provided under the Memorandum; and

- C. Property insurance if materials and supplies are furnished by SPC. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Property Hazard or XCU (Explosion, Collapse, Underground) insurance should be provided if any hazard exists.

[] Property Insurance requirements have been reviewed by the City of Spokane Risk Manager and have been waived by the City. *Risk Manager must initial.*

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from SPC or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, SPC shall furnish acceptable insurance certificates to the City at the time SPC returns the signed Memorandum. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City's acceptance. If requested, complete copies of insurance policies shall be provided to the City. SPC shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self- insurance.

18. ASSIGNMENTS.

This MOU is binding on the parties and their successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

19. ENTIRE AGREEMENT.

Except as expressly stated herein, this MOU is the Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the matter of this MOU will bind the signatories to this MOU unless agreed to by both Parties in writing.

20. WAIVER OF PROVISIONS.

The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

21. DISPUTES.

This MOU shall be performed under the laws of the State of Washington. Any litigation to enforce this MOU or any of its provisions shall be brought in Spokane County, Washington.

22. ANTI-KICKBACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in it, 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 the MOU.

23. NONDISCRIMINATION.

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 MOU 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 SPC agrees to comply with, and to require that all subcontractors comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the SPC.

24. MODIFICATION.

Should either party wish to modify this MOU, either during the current year or any subsequent extensions, the party desiring the modification shall submit the proposed changes for review by the other party. Only written approval of such proposed changes shall alter or modify this MOU. The party reviewing the requested changes shall either approve or reject the changes within ten (10) days. Either party may, at any time, call the other party to discuss alteration and/or review this MOU.

25. TERMINATION.

This MOU may be terminated without cause by either party with thirty (30) days' notice of said termination. This MOU may be terminated for cause with ten (10) days' notice. The party being terminated shall have ten (10) days to appeal or request reconsideration of the termination by the terminating party. Should the terminating party's decision remain unchanged, either by affirmative response or no response, the termination shall be final.

26. SEVERABILITY.

In the event any portion of this MOU should become invalid, the rest of the MOU shall remain in full force and effect.

27. DISPUTE RESOLUTION.

All claims and disputes arising under or relating to this MOU are to be settled by binding arbitration in the state of Washington.

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.

SPOKANE PICKLEBALL CLUB (SPC)

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate Regarding Debarment

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

CERTIFICATE OF INSURANCE

ISSUE DATE

4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 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 Matthew Graupner 5813 E 4TH AVE STE 102 SPOKANE VALLEY , WA 99212	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Nautilus Insurance Company
	INSURER B:	N/A
	INSURER C:	N/A
	INSURER D:	N/A

INSURED Spokane Pickleball Club 304 W. Pacific Ave, Ste 210 Spokane, WA 99201	INSURER E:	N/A
---	------------	-----

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	General Liability	NN1687335	5/4/2024	5/4/2025	General Aggregate	\$2,000,000
					Products-Com/Op Agg.	Included
					Personal & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Damage Prem Rented To You	\$100,000
					Med Expense (Any one person)	\$5,000
B	Personal Liability				Combined Single Limit	
					Medical Payments To Others	
C	Excess Liability				Each Occurrence	
					Aggregate	
D						
E	Property				Building	
					Contents	
					LossOfUse	

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Description of Operations / Specialty Items

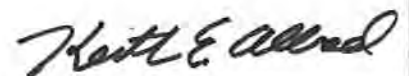
Racquet Sports & Handball Facilities commercially operated

Certificate Holder

City Of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

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 Signature



Spokane Park Board

Briefing Paper



Committee	Golf Committee	Committee meeting date: Sept 10, 2024	
Requester	Berry Ellison / Mark Poirier	Phone number: 509.625.6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	General Industries, Inc. / Qualchan Golf Course Pumphouse Project Construction Contract (\$429,565.00 +10% administrative reserve & tax)		
Begin/end dates	Begins: 09/12/2024	Ends: 06/30/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract with the low responsive bidder, General Industries, Inc., for the removal & replacement of the existing Qualchan Golf Course Irrigation Pump Station building and installation of associated pump station equipment and appurtenances.</p> <p>This contract will include the base bid + a 10% administrative reserve. Pump station replacement is expected to be substantially completed in 2023, with final completion anticipated in April of 2025. This project is funded by the City of Spokane Water Department (Utilities Division)</p>			
Motion wording:			
Motion to approve General Industries, Inc. Qualchan Golf Course Pumphouse Project construction contract in the amount of \$429,565.00 + 10% administrative reserve & tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: General Industries, Inc.			
Name: Paul Velardi		Email address: paul@generalindustriesinc.com	Phone: 509.928.4268
Distribution:			
Parks – Accounting		Mark Poirier	
Parks – Sarah Deatrich		Jason Conley	
Requester: Berry Ellison		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$429,565.00 plus 10% reserve & tax		Budget code: 4250-42300-94340-56501-11121	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 600-622-321 Business license expiration date: 7/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF PARKS AND RECREATION

QUALCHAN GOLF COURSE
QUALCHAN PUMP HOUSE
Invitation to Bid #: 6211-24
8.06.24 - BID SET

DESCRIPTION OF WORK

3. SCOPE OF WORK.
Base Bid:

The project scope consists of establishing a construction boundary, tree protection, construction access and site protection, and erosion & sedimentary control;

Selective demolition of the existing pumphouse including but not limited to roof, walls, foundation, concrete slab, electrical, and interior items except existing irrigation pump (salvaged to owner) and electrical panel (to remain on-site and energized for downstream operation during construction), existing metal wet well and equalization pipe; remove and dispose of site items including but not limited to metal equalization pipe and metal screen (requires work within pond boundary and existing pond liner), iron and composite irrigation mainline (above and below surface) to location shown on plan, turf, and landscape.

Procure and install materials and appurtenances for pump house including but not limited to excavation, concrete wet well, backfill, subbase preparation, foundation, slab on grade, walls, doors and windows, roof, mechanical, electrical, and plumbing; site improvements including but not limited to HDPE equalization pipe (see scope below), HDPE filter discharge/flush pipe, pond liner repair (due to construction activity), energy dissipation rock feature (at downstream-end of filter discharge pipe), HDPE irrigation mainline & amp; connection to existing mainline; site restoration (due to construction activity including but not limited to irrigation, landscape, and pond.

Provide allowance of \$15,000 on T&M basis for Pump Station Installation Support including but not limited to labor, equipment, and coordination with pump manufacturer's representative for receiving and installation of new prefabricated irrigation pump system including unloading from flatbed delivery truck at designated area shown on plan (S 195 Hwy Right of Way), transport and placement at new wet well (within footprint of new pumphouse), assembly of vertical turbine pump & motor, primary electrical hookup for 480/277 WYE configured 3-phase power, and communications, incidentals, and connection to new irrigation mainline and control wire.

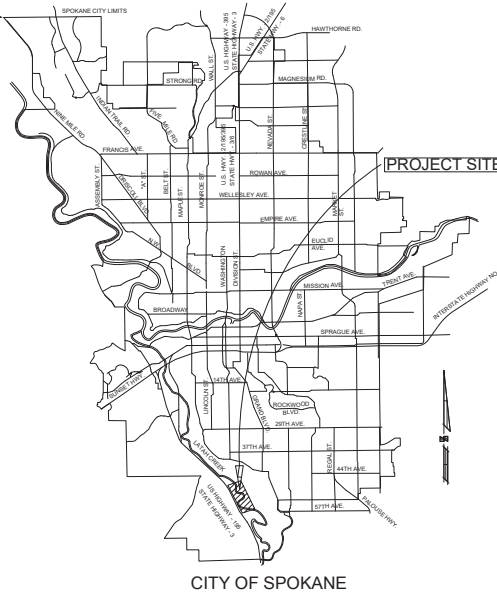
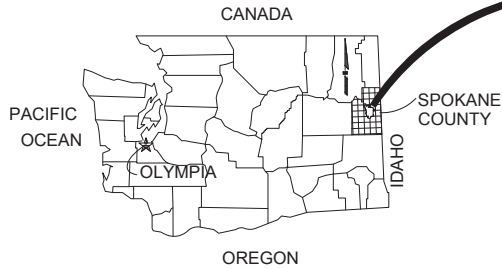
Pump Manufacturer's representative will be on-site during delivery, installation, and commissioning of irrigation pump system. Notify Pump Manufacturer's representative two (2) weeks prior to desired commissioning date.

Bid Alternates:

Alternate 1:
Omit basalt veneer. Add Composite veneer per plan.

GENERAL NOTES

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



WORK LOCATION		
SITE	WORK LOCATION	TYPE OF IMPROVEMENT
1.0	QUALCHAN GOLF COURSE	GENERAL BUILDING PERMIT

MAYOR

LISA BROWN

COUNCIL MEMBERS

BETSY WILKERSON, CITY COUNCIL PRESIDENT
JONATHAN BINGLE
MICHAEL CATHCART
PAUL DILLON
LEI NAVARRETE
ZACK ZAPPONE
KITTY KLITZKE

CITY ADMINISTRATOR

GARRET JONES (ACTING)

DIRECTOR OF PARKS

JASON CONLEY (INTERIM)

PROJECT CONTACT(S)

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

DRAWING INDEX

- G101: COVER SHEET
- V01: TOPO SURVEY
- V01.1: TOPO SURVEY
- AS101: SITE & DEMO PLAN
- SD101: SITE & IRRIGATION DETAILS
- IR-1: PUMP STATION
- A101: FLOOR PLANS
- A401: ELEVATIONS
- A501: SECTIONS / DETAILS
- S001: GENERAL NOTES
- S002: GENERAL NOTES
- S003: SPECIAL INSPECTIONS
- S101: FOUNDATION AND ROOF FRAMING PLAN
- S201: FOUNDATION DETAILS
- S202: FOUNDATION DETAILS
- S301: ROOF FRAMING DETAILS
- M101: HVAC PLAN
- E101: ONE LINE, NOTES
- E201: ELECTRICAL PLAN



Qualchan Pumphouse Project					Monday, September 09, 2024				
PW ITB 6122-24					Responsive Bidder?				
					Yes	Yes	N/A	N/A	N/A
Reference Number	Description	Type	UOM	Quantity	General Industries	Spilker Contracting	Contractor	Contractor	Contractor
BASE BID /TAX					\$468,225.85	\$586,420.00	\$0.00	\$0.00	\$0.00
Base Bid	Project Scope as spelled out in bid	Base	ea	1	\$423,030.00	\$510,000.00	\$0.00	\$0.00	\$0.00
Pump Station Install	Project Scope as spelled out in bid	Base	ea	1	\$6,535.00	\$28,000.00			
Tax	Sales Tax 9.0%	Base	ea	1	\$38,660.85	\$48,420.00	\$0.00	\$0.00	\$0.00
Total Extended					\$468,225.85	\$586,420.00	\$0.00	\$0.00	\$0.00
Reference Number	Description	Type	UOM	Quantity	General Industries	Contractor	Contractor	Contractor	Contractor
Deductible Alt 1 /TAX					(\$7,085.00)	(\$5,450.00)	\$0.00	\$0.00	\$0.00
Base Bid	Omit Basalt Veneer/Add Prefab Veneer	Alt	ea	1	\$ (6,500.00)	(\$5,000.00)	\$0.00	\$0.00	\$0.00
Tax	Sales Tax 9.0%	Alt	ea	1	(\$585.00)	(\$450.00)	\$0.00	\$0.00	\$0.00
Total Extended					(\$7,085.00)	(\$5,450.00)	\$0.00	\$0.00	\$0.00

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6211-24 QUALCHAN GOLF COURSE PUMPHOUSE PROJECT

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 423,030.00
(do not include Washington State Sales Tax)

BID for Pump Station Placement, Assembly, & Install \$ 6,535.00
(do not include Washington State Sales Tax)

BID ALTERNATES

(1) Omit Basalt Veneer, \$ -6,500.00
Add Composite Veneer (do not include Washington State Sales Tax)

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 204 calendar days or no later than April 14, 2025.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time

limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of **SEVEN THOUSAND-FIVE HUNDRED DOLLARS (\$7,500.00) PER CALENDAR DAY** until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. GENERII147MT
(must be in effect at time of bid submittal)

U.B.I. Number 600-622-321

Washington Employment Security Department Number 60649800-7

Washington Excise Tax Registration Number A15842024

City of Spokane Business License Number T12022120
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: General Industries Inc.


Signature of Bidder's Authorized Representative

President
Title

814 S. Dishman Road Spokane Valley, WA 99206
Address

509-928-4268
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On Daniel Velardi 09/09/2024
Daniel Velardi date

(Seal Or Stamp)

Paul J. Velardi
Signature of Notary Public

My appointment expires 08-19-2027





< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: GENERAL INDUSTRIES, INC.

Business name: GENERAL INDUSTRIES INC

Entity type: [Profit Corporation](#)

UBI #: 600-622-321

Business ID: 001

Location ID: 0001

Location: Active

Location address: 814 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

Mailing address: 814 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident	T12022120BL			Active	Jul-31-2025	Oct-15-2012
Spokane Valley General Business	00198			Active	Jul-31-2025	Jun-15-2012

Governing People May include governing people not registered with Secretary of State

Governing people	Title
VELARDI, DANIEL V.	
VELARDI, PAUL	

Registered Trade Names

Registered trade names	Status	First issued
GENERAL INDUSTRIES INC	Active	Dec-18-2018



The Business Lookup information is updated nightly. Search date and time: 9/9/2024
2:42:21 PM

Contact us

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Take our survey!

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Check if your browser is supported



Spokane Park Board

Briefing Paper



Committee	Finance Committee	Committee meeting date: Sept, 10 2024	
Requester	Amber Ramirez	Phone number: 509-363-5499	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj 3	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Subaward contract for Education and Outreach Services for Tree Planting		
Begin/end dates	Begins: 09/15/2024	Ends: 02/18/2029	<input type="checkbox"/> 06/01/2525
Background/history: On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. These funds will be used to plant and care for trees in areas of Spokane that have the most need, to replace dead trees that have been removed, to create more equitable canopy coverage, and provide community forestry education. \$200,000 over over five years was approved by the USDA Forest Service to be subawarded to The Lands Council for education and outreach services over five years to find homes for approximately 250 trees each Spring and Fall (500+/year), handle correspondence, educate citizens regarding tree care and establishment, lead volunteer planting efforts (small scale, most planted by contractors), and monitoring those trees after planting to ensure survival.			
Motion wording: Motion to approve subaward contract request for The Lands Council to provide outreach, and education services for tree planting efforts.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The Lands Council Name: Amanda Parrish Email address: aparrish@landscouncil.org Phone: 509-838-4912			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$200,000 Expense: 1390-95855-76903-54201 \$200,000 Revenue: 1390-95855-76903-33310			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Tree Equity Spokane- Grant Subaward to The Lands Council

Federal Award Identification Number (FAIN): 24-DG-11062765-157
CFDA/Assistance Listing: 10.727 IRA Urban & Community Forestry

Period of Performance: July 1, 2024 – June 30, 2029

Contract Amount: \$200,000 over 5 years

Indirect Cost Rate: \$0

Requirements Imposed by the City of Spokane: Tree Equity Spokane tasks to be performed by the Lands Council team members

Scope of Work for Education Outreach Partner:

- Community outreach to residents and/or property owners to find suitable locations for approximately 250 trees each Spring and Fall tree planting seasons, averaging 500 tree planting locations per year. Locations are to be grouped accordingly with best proximity for efficient plantings.
- Outreach to provided list (from City) of locations where poor condition trees were removed that are in need of replacement trees.
- Use the [CEJST tool](#) to ensure all planting locations identified are within the area of interest and identify backup locations to meet the planting goals.
- Ten (10) or more coordinated community outreach events per year such as neighborhood council meetings, farmers markets, and other public events to inform the community about free tree planting in the CEJST area.
- Secure written commitment of ongoing tree care from resident and/or property owner and completion of tree care tutorial training (online or in person) with resident and/or property owner about their responsibility to provide sufficient water to the trees after planting to ensure survivability.
- Coordinate tree species selection and second choice options with residents and/or property owners from a predetermined list and modify tree locations as needed to meet the needs of the site.
- Communication with abutting property owners and the City regarding any onsite planting site considerations and modifications
- Communicate with abutting property owners the approximate timeframe for planting by contractors.
- Complete a minimum of two planting projects per year, one Spring season and one Fall season, using volunteers recruited by The Lands Council with oversight from The Lands Council and with support from Spokane Urban Forestry staff at mutually agreed upon sites. Each planting project must include a minimum of 15 trees planted.
- Place tags on newly planted (volunteer planted) trees promoting the Tree Equity Spokane program. Tree tags will be provided by Spokane Urban Forestry.
- Conduct up to three summer health checkups of every tree planted over the five-year planting project over the course of the summer to remind recipients of tree watering

needs and leave tree care information as needed. Each tree will be inspected at least once per year during June and July, twice if the tree is in poor condition. If the tree's health hasn't improved after these inspections, it will receive an additional inspection in August or September. However, if a tree receives an excellent rating on its first inspection one year after planting, only one checkup is required. Special attention will be given to sites needing additional care. Timely written inspections required with reported locations experiencing water stress for City supplemental watering program.

- Print approximately 1,000 flyers, posters, handouts, tree care sheets and mail (1,000) postcards. All publications must include an acknowledgement of funding source per the guidance found here from the USDA Forest Service. The City of Spokane will provide a list of addresses for mailers with assistance from The Lands Council.
 - Link to Communication products and requirements for all publications: [Insignia Approval for Communication Products](#)
 - Subgrant recipient must use specific wording for acknowledgement of funding source: “Funding for this project provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program in partnership with Spokane Urban Forestry.”
 - All printed materials must be approved by the City of Spokane whose staff will acquire USDA approval in addition.
- The Lands Council agrees to make records and financial statements related to the subaward available to the City of Spokane for audit and/or reporting purposes by each December that includes language regarding donations, sponsors, and expenditures with the use of Tree Equity Spokane and SpoCanopy name.
- Produce and provide multimedia materials to include content such as stories, videos, photographs and testimonials that document project accomplishments (metrics and activities) of the project work supported under this agreement.

City of Spokane Responsibilities. General:

- Map vetting to recommend tree placements.
- Provide tree species options per planting.
- Conduct utility checks and mark final locations at the curb with white paint.
- Coordinate contract plantings and related payments with Commercial Licensed Tree Service arborists.
- Post-inspect all planting locations immediately after contractor plantings.
- Procurement of trees, stakes, and mulch for all plantings.
- City to provide list of locations for outreach where poor condition trees were removed as part of the Tree Equity Spokane project and need replacement trees.
- Select volunteer plantings sites for events with support from The Lands Council. City to provide arborists, stage trees and assist with onsite logistics.
- Submit reports to Department of Agriculture, United States Forest Service on all activities, high level goals, and metrics associated with this Agreement.
- Help facilitate partnership development and stakeholder outreach.

- Develop and coordinate training with the Subawardee and other project partners.
- Provide fiscal oversight for all payments to the Subawardee.
- Provide budget guidelines and required financial reporting forms.
- Conduct a timely review of Subawardee reimbursement requests and execute payments according to the agreed upon schedule.
- Conduct monitoring activities designed to prevent, detect, and enforce applicable regulations.
- Provide the Subawardee timely notification of and reasonable opportunity to address any areas of non-compliance.
- Help coordinate media and press events. All press releases and any other public documents must be approved by The City of Spokane
- Manage the use of names and logos for project publications and media releases.

Reporting and Acknowledgment:

Semi-annual progress reports for periods ending June 30 and December 31 will be submitted to the City of Spokane no later than July 15th and January 15th each year. Project updates outside of these timeframes and any additional future reporting requirements will be provided upon request.

The U.S. Forest Service and Inflation Reduction Act will be acknowledged as a funding source for work performed under this grant, including any future signage requirements. The USDA non-discrimination statement will be present on products resulting from this grant (including online content). Use of the USFS logo will be pre-approved through the USFS grant monitor.

The Forest Service grant monitor will be included when sharing communication products, making announcements, and conducting other significant outreach efforts regarding this grant.

Financial Procedures:

The Lands Council will submit an invoice for payment at a frequency of no greater than 2 months on the 10th of the month beginning on September 10th, 2024. Invoices should contain a date and number with services rendered and a thorough description of those services.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing.

All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ten (10) days prior to the end date of this Agreement. The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

Requests for amendments to the budget must be submitted in writing. GRANTEE understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

Additional Terms and Conditions. Subawardee will comply with the applicable regulations and cost principles, including any subsequent amendments, contained in:

- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Non-Federal Funds Match Waiver:

A match waiver has been authorized for this grant, requiring that 100% of work takes place in or benefits disadvantaged communities. Match waiver will be passed on to any sub-awardees.

Grant Closeout:

Grant closeout is the process by which FS determines that all applicable administrative actions and all required work of the grant have been completed. The close out amount will be based on the costs recorded at that time. In the event a final audit has not been performed prior to the closeout of the grant, FS reserves the right to recover appropriate amounts after fully considering the recommendations on disallowed costs resulting from the final audit.

Grantee shall, no later than 120 calendar days after the end date of the period of performance (Grant Expiration), all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

Budget:

Instructions: Outline the federal grant amount based on the scope of work and methodology. A suggested table format is provided below for inserting budget information by each Object Class Category that is summarized in the SF 424A. Delete or add lines as needed to reflect work in this narrative. If any of these grant funds will be passed to a third party to complete the work, via sub-grants, provide that amount in the "Other" category.

Budget Items by SF 424A Object Class Categories	Federal \$
a. Personnel and Fringe Benefits	
Executive Staff, \$65/hr x 60 hrs/yr x 5 yrs	\$19,500
Technical Staff, \$50/hr x 380 hrs/yr x 5 yrs	\$95,000
Operation Staff, \$40/hr x 100 hrs/yr x 5 yrs	\$20,000
Field Crew Staff, \$25/hr x 300 hrs/yr x 5 yrs	\$37,500
<i>Subtotal of personnel and benefits cost</i>	<i>\$172,000</i>
b. Travel	
Travel to potential sites, outreach meetings, and post-planting checkups	\$2,000
c. Equipment* (should not apply per USDA)	
d. Supplies	
Replacement tools, printing for postcards, handouts, tree tags, etc	\$21,000
e. Construction (Not allowable expense)	
f. Other	
Volunteer swag	\$5,000
g. Total Direct Charges (sum of a-f)	\$200,000
h. Indirect Charges	\$0
i. Totals (g+ h)	\$200,000
j. Program Income** (should not apply per USDA)	

* Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment purchase is not approved for this grant funding. Equipment rental or lease may be included in the Contractual category, if approved by the USFS program monitor. Items that are less than \$5000 per unit may be included in the Supplies category.

** Program Income means gross income earned by the grantee that is directly generated by a supported activity or earned as a result of the grant during the period of performance. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under the grant, the sale of commodities or items fabricated under the grant, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the grant, program income does not include rebates, credits, discounts, and interest earned on any of them. Consult with USFS grant specialist regarding how program income needs to be handled, if applicable.

ATTACHMENT A: FOREST SERVICE AWARD AND PROVISIONS.

USE OF FOREST SERVICE INSIGNIA. In order for The City to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The City when permission is granted.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.

The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding. In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

*If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."*

TRAFFICKING IN PERSONS. 1. Provisions applicable to a Recipient that is a private entity. a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not: (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procure a commercial sex act during the period of time that

the award is in effect; or Award Number: 24-DG-11062765-157 Page 16 of 24 (3) Use forced labor in the performance of the award or subawards under the award. b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity: (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either: i. Associated with performance under this award; or ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),"

ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Award Number: 24-DG-11062765-157 Page 19 of 24 Nationality Act (8 U.S.C. 1324(a)). The City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to: (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG). 41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following: • Gross mismanagement of

a Federal contract or grant; • A gross waste of Federal funds; • An abuse of authority relating to a Federal contract or grant; • A substantial and specific danger to public health or safety; or • A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following: • A Member of Congress, or a representative of a committee of Congress; • The OIG; • The Government Accountability Office (GAO); • A Federal employee responsible for contract or grant oversight or management at USDA; • An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or • A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct. Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee Award Number: 24-DG-11062765-157 Page 24 of 24 to take remedial action, such as reinstatement or back pay. Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712. In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

Spokane Park Board

Briefing Paper



Committee	Finance		Committee meeting date: Sept 10, 2024
Requester	Jonathan Moog		Phone number: 509-625-6243
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2019-0560		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	AEG Presents - 3rd Amendment		
Begin/end dates	Begins: 07/19/2029	Ends: 12/31/2014	<input type="checkbox"/> 06/01/2525
Background/history: Riverfront Spokane is seeking an amendment to AEG Presents NW, LLC concert booking and production services. This amendment establishes a financial concession if the target minimum number of shows is not reached by Oct 2025 and relinquishes all claims to profits from naming rights of the Spokane Pavilion.			
Motion wording: Move to approve an amendment to the AEG Presents NW booking and concert production services agreement.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Rob Thomas Email address: rthomas@aegpresents.com Phone: 1-720-220-9296			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog, Amy Lindsey Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: NA Budget code: NA			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> UBI: 602-638-221 Business license expiration date: 8/31/25	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

Title: **CONCERT PRODUCTION AND BOOKING SERVICES AGREEMENT**

This Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 (“AEG”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Concert Production and Booking Services Agreement (the “Agreement”), dated July 15, 2019, wherein AEG agreed to provide Concert Production and Booking Services for the City of Spokane Parks and Recreation Department on the terms and conditions set forth therein; and

WHEREAS, changes to the terms of the original contract are needed, thus, the original Agreement is formally amended by this written document, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Agreement, dated July 15, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall be effective as of the date this Amendment is fully executed, and shall end December 31, 2025.

3. AMENDMENT.

This original Contract is amended to include the following:

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

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

- Except for the Blackout Dates described below, AEG shall have the right to book Music Events during any date falling between **June 1** and September 30 during the Term; provided that on April 1 of each year, City shall be permitted to submit and challenge dates between **June 1** and September 30 of that same year in order to book City Events and AEG agrees to respond to any challenged dates within seventy-two (72) hours of notice. If City desires to make a booking for a date (other than the Blackout Dates) between **June 1** and September 30 prior to April 1, such booking shall require the consent of

AEG. While AEG does not have exclusive options to book during the month of May 2025, if AEG books a show in May 2025 it would still be considered a Music Event towards the targeted minimum for 2025.

3. TERM OF AGREEMENT; OPTIONS.

For every show in 2025 short of the targeted minimum over three years as specified in Contract Amendment 1 dated August 1, 2022 (i.e., “commercially reasonable efforts to book at least twenty-four (24) Music Events at the Venue and AEG’s targeted minimum number of Music Events for each year of the Option Period shall be eight (8) (inclusive of AEG co-promoted Music Events)”), the Food and Beverage Revenue Commission established in the Amendment No. 1 Section 5 would decrease for those Music Events in 2025 by 10% from the 50% (i.e., down to 40%) . For clarity, the targeted minimum for 2025 is eight (8) Music Events since there were nine Music Events in 2023 and six Music Events in 2024.

AEG May book music events in May 2025 and October 2025 with advance permission of City and, with the understanding, City may schedule events during this period without permission or restriction of AEG. AEG bookings shall only contribute to the Spokane Pavilion Concert Series and the number of music events held in May and Oct 2025 will count towards the targeted minimum number of Music Events.

6. SPONSORSHIP REVENUE; COMMISSION.

~~City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue (provided, that no such sponsorship secured by AEG shall permanently rename the Venue or permanently rename any part of the Venue (including any permanent amenity or structure at the Venue) (i.e., naming rights), subject to the prior written approval of the other Party as to both the sponsor and the terms of such sponsorship. AEG will be entitled to seventy five percent (75%) of the Net Cash Sponsorship Fees and City will be entitled to twenty five percent (25%) of the Net Cash Sponsorship Fees. For the purposes of this Agreement, “Net Cash Sponsorship Fees” shall mean the total amount received by either party in connection such sponsorships (the “Sponsorship Fees”) in cash (i.e., not including in-kind fees), less any costs associated with the sponsorship activation (e.g., hard/direct costs, costs of tickets given to the sponsor, costs of any buildout or signage that are borne by AEG or City, (not staff time), etc.).~~

~~City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.~~

AEG relinquishes all claims to profits from the naming rights of the Spokane Pavilion. AEG retains y the sponsorship revenue split associated with the concert series by AEG for Music Events under the current Term and any future options, extensions, or terms.

Other than naming rights for the facility currently known as “Spokane Pavilion, City and AEG are both entitled to secure sponsorships for the Music Events and/or the Venue, subject to the prior written approval of the other Party as to both the sponsor and the terms of such sponsorship.

AEG will be entitled to seventy-five percent (75%) of the Net Cash Sponsorship Fees and City will be entitled to twenty-five percent (25%) of the Net Cash Sponsorship Fees. For the purposes of this Agreement, “Net Cash Sponsorship Fees” shall mean the total amount received by either party in connection such sponsorships (the “Sponsorship

Fees”) in cash (i.e., not including in-kind fees), less any costs associated with the sponsorship activation (e.g., hard/direct costs, costs of tickets given to the sponsor, costs of any buildout or signage that are borne by AEG or City, (not staff time), etc.). City and AEG shall share in the activation duties associated with any sponsorship, which duties shall be mutually agreed upon and outlined in individual sponsorship agreements.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, the parties have executed this Contract Amendment by having legally binding representatives affix their signatures below.

AEG Presents NW, LLC

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

24-164c



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name:	AEG LIVE LLC
Business name:	AEG LIVE LLC
Entity type:	Limited Liability Company
UBI #:	602-638-221
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	1518 1ST AVE S STE 300 SEATTLE WA 98134-2082
Mailing address:	1518 1ST AVE S STE 300 SEATTLE WA 98134-2082



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	065974			Active		Jun-21-2019
Spokane General Business - Non-Resident				Active	Aug-31-2025	Jun-21-2019

Governing People May include governing people not registered with Secretary of State

Governing people	Title
BECKERMAN, DANIEL	
LEIWEKE, TIMOTHY J	
MISERENDINO, THOMAS	
PHILLIPS, BRANDON K	
WEBKING, FREDERICK W	



The Business Lookup information is updated nightly. Search date and time:
9/10/2024 8:32:14 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION (CONTINUED):

INSURER: Starr Indemnity & Liability Company
 POLICY NUMBER: 100 0004054 (AZ,IA,NJ,NC,TX,VT)

INSURER: Starr Specialty Insurance Company

POLICY NUMBER: 100 0004055 (CA)
 POLICY NUMBER: 100 0004056 (NY)

EFFECTIVE DATE: 3/01/2024

EXPIRATION DATE: 3/01/2025

PER STATUTE

LIMITS:

E.L. EACH ACCIDENT: \$1,000,000

E.L. DISEASE - EA EMPLOYEE: \$1,000,000

E.L. DISEASE - POLICY LIMIT: \$1,000,000

CERTIFICATE HOLDER CONTINUED:

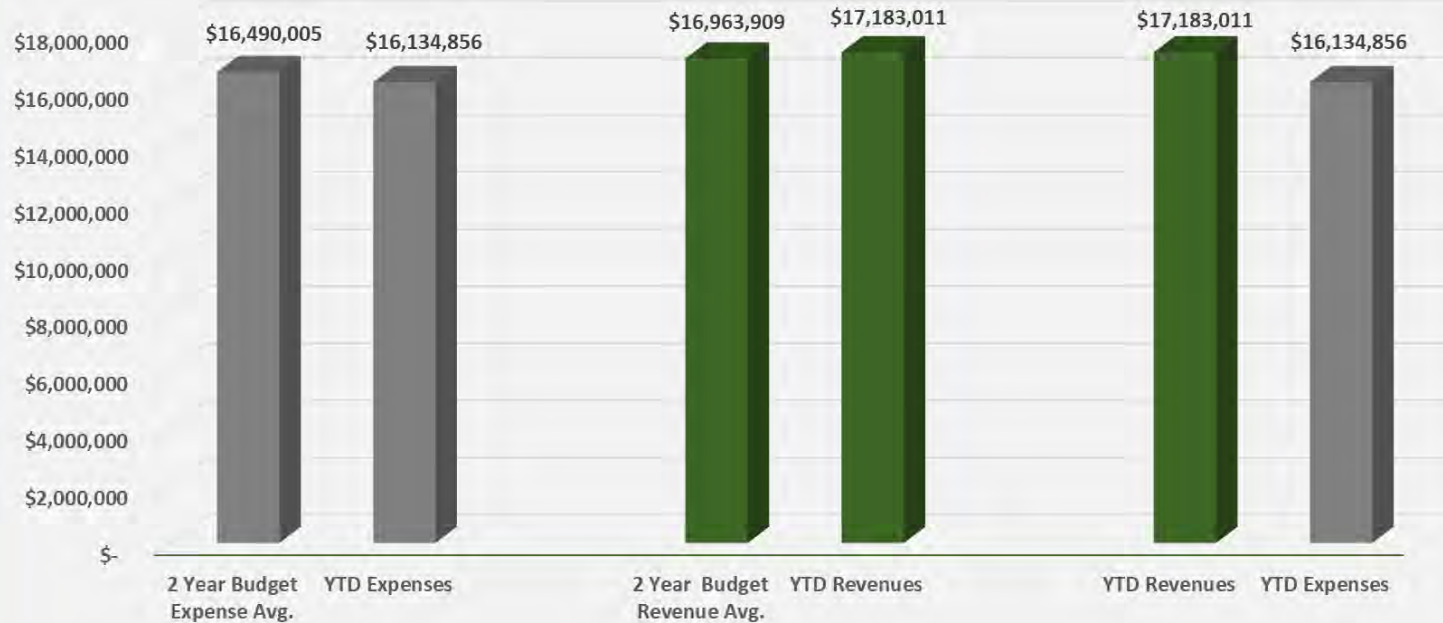


City of Spokane
**PARKS
& RECREATION**



*August '24
Financials*

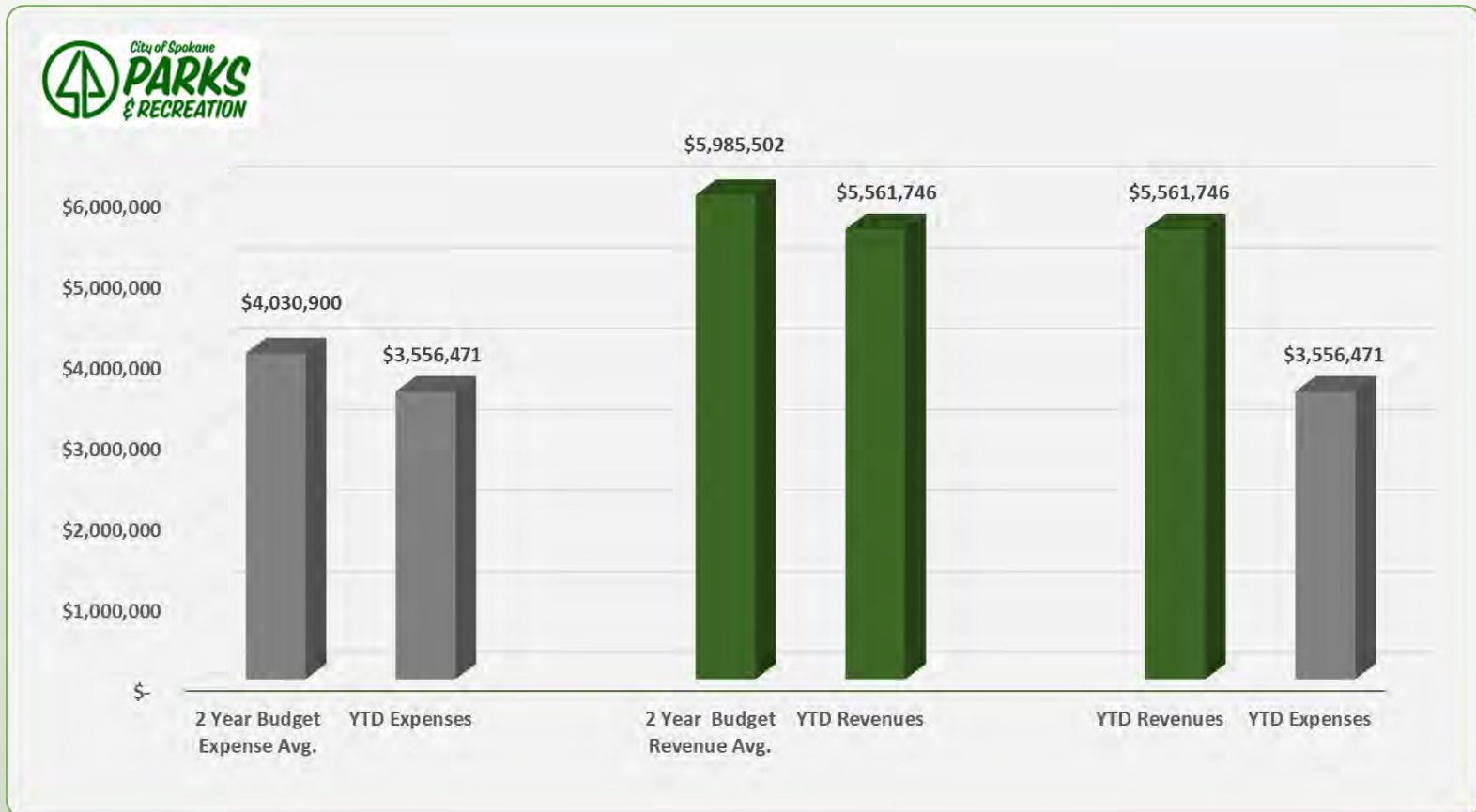
Parks Financials



Key Concepts:

- Program revenue in August was \$147,000 higher than last August. This helped close the gap as year-to-date program revenues were well behind projections prior to August.
- Year-to-date, Parks has earned 67% of budgeted revenues and spent 63% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$1.05 million.

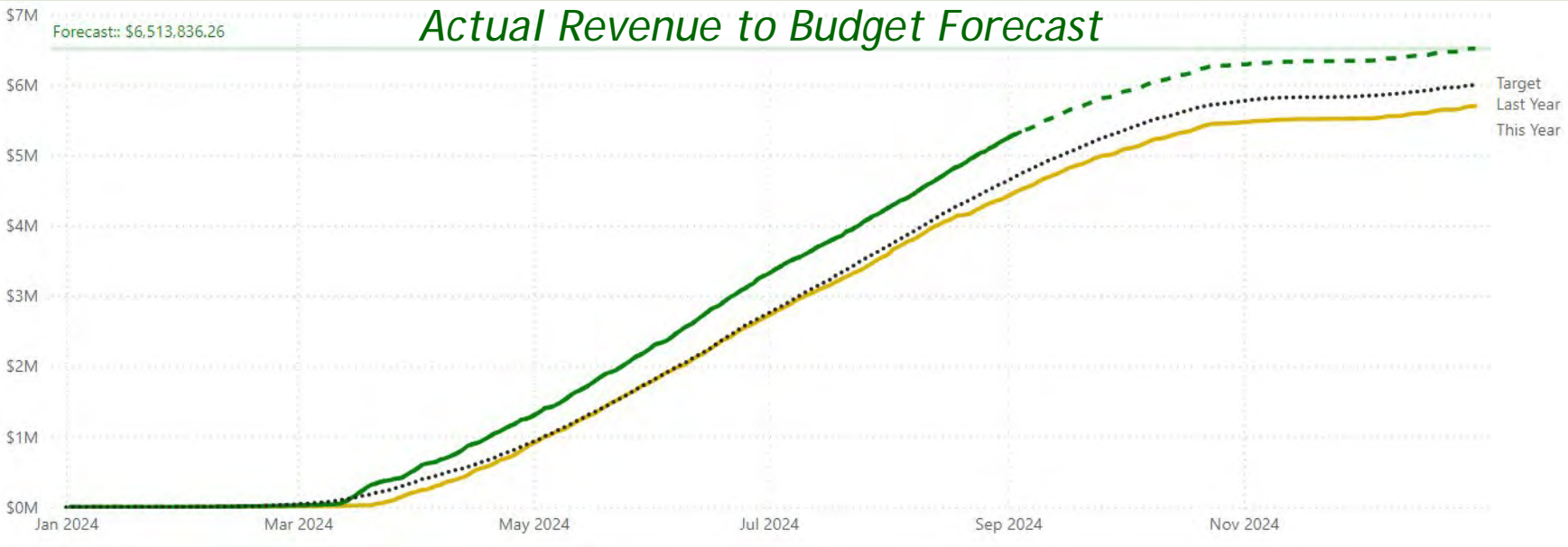
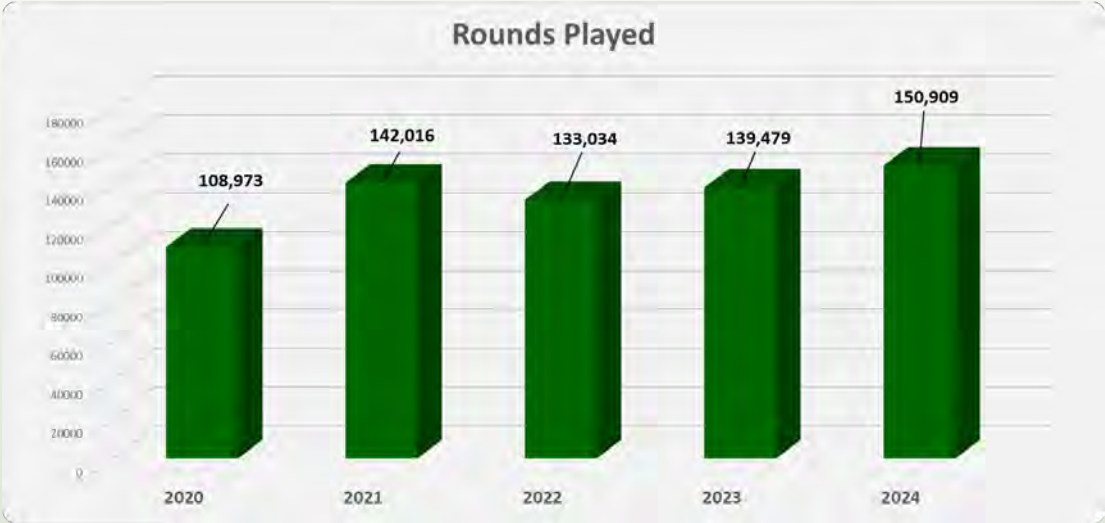
Golf Financials



Key Concepts:

- August had just over \$1 million in total revenue, including the facility fee.
- Year-to-date, golf has earned 90% of budgeted revenues and spent 63% of budgeted expenses.
- Year-to-date revenues currently exceed expenses by \$1.6 million excluding the facility fee and debt payments, and \$2.0 million including both (shown above).

Golf Scorecard





City of Spokane
PARKS
& RECREATION



*Questions Or
Comments?*

CITY OF SPOKANE PARKS AND RECREATION DIVISION ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-24-[#]
TITLE: ALTERNATIVE USE ON PARK LAND EFFECTIVE DATE: TBD	
REVISION DATE (IF APPLICABLE)	

1.0 GENERAL

1.1 The purpose of this policy is to evaluate proposals for 'Alternative Use' (as defined below) on park land owned by the City of Spokane and controlled by the Spokane Park Board, and ensure such proposals provide a quantifiable net improvement to the city park system.

1.2 This policy is intended only to evaluate proposals for an "Alternative Use on Park Land" that requires the City of Spokane to transfer a real property interest to a third party. It is not intended to apply to proposals for park or park facility rentals, community events on park land, and park sponsorship.

1.3 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City of Spokane Parks and Recreation Land.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 “Alternative Use on Park Land” or “Alternative Use” - Any use of Park Land for other than Park Purposes. Examples of Alternative Use include utility infrastructure (regardless of location below, on or above grade), vehicular and pedestrian access routes crossing park land to adjacent property, temporary construction easements, facilities on Park Land which are not owned, maintained, or operated by city parks (including but not limited to those intended for recreational use), farming or agricultural uses, etc.

When granted by the Park Board, the right to use Park Land for an Alternative Use will be effective upon the complete execution of an Instrument of Agreement such as but not limited to, an Easement, Ground Lease, or Interlocal Agreement for Joint Use of Facilities, or Revocable License and Permit.

- 4.2 “Applicant” – The entity or individual proposing an Alternative Use on Park Land.
- 4.3 “Application Form” – Document to be completed by the Applicant which includes background information to Park Staff and Park Board regarding the Applicant’s proposal for an Alternative Use.
- 4.4 “Easement” – An agreement between the applicant and Park Board granting a right over the Park Property for an Alternative Use and for a particular purpose. It is a non-possessory special interest in the Park Land, meaning it gives the easement holder a right, but no title or right of possession.

An easement is typically used for access related to Alternative Use on Park Land, such as a vehicular / pedestrian access or utility infrastructure.

- 4.5 “Ground Lease” – An agreement between the Applicant and Park Board granting a right to use Park Land for a particular purpose. It is a non-possessory interest in Park Land, meaning it gives the lessee a right, but no title or right of possession.

A Ground Lease is typically used for medium to long-term temporary Alternative Use on Park Land, such as libraries, water tanks, sports facilities, gyms and pools operated by the applicant. A lease may include provision for extension beyond the initial term.

- 4.6 “Instrument of Agreement” - A legal document which records the execution of an agreement between the Park Board and Applicant, which establishes the associated rights, obligations and duties of the parties. See section 4.1 for typical Instruments of Agreement for Alternative Use on Park Land.

- 4.7 “Interlocal Agreement for Joint Use of Facilities” – An agreement between another local governmental unit and the Park Board for joint performance of functions and activities which they have the authority to perform.

An interlocal agreement is typically used to promote the maximum public utilization of public facilities and grounds owned by the city and other governmental units, minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer, such as the interlocal agreement with Spokane Public Schools for joint use of facilities, or interlocal agreement for the operation of Beacon Hill with Spokane County.

- 4.8 “Park Board” – The Spokane Park Board established pursuant to Article V of the Spokane City Charter.
- 4.9 “Park Board Mission” – The City of Spokane Parks and Recreation Division acquires, operates, enhances, and protects a diverse system of parks, boulevards, parkways, urban forest, golf courses, recreational, cultural, historical and open space areas for the enjoyment and enrichment of all.
- 4.10 “Park Property” or “Park Land” – Any land or lands controlled by the Park Board pursuant to Article V, section 48 of the Spokane City Charter. Includes both developed and undeveloped lands controlled by the Park Board.
- 4.11 “Park Purposes” – Physical improvements, recreational & leisure programs, or any facility or activity on Park Land which is consistent with the Park Board Mission and the goals and objectives identified in the current adopted Parks, Recreation, and Open Space Master Plan.
- 4.12 “Park Staff” – Administrative staff working for the Parks and Recreation Division of the City of Spokane.
- 4.13 “Quantifiable Net-Improvement to the City Park System” or “Quantifiable Net Improvement” – Specific compensation or other benefit from or by the Applicant in exchange for the right to use Park Land for an Alternative Use which, when combined with the loss of dedicated park land to the proposed Alternative Use, yields an overall benefit or enhancement to Park Land and/or recreational offerings for park users.

The computation of the Quantifiable Net Improvement may require the Applicant to provide to the Park Board the appraised value of the Park Property affected by the Alternative Use on Park Land, or the market value of the real property rights conveyed, which values may be considered by the Park Board to evaluate the application in the Park Board’s sole discretion. Compensation appropriate to secure a quantifiable net benefit may be in the

form of additional land dedication to parks, cash payment, rent payments, physical improvements to adjacent or nearby park lands or assets, commitments to maintain park assets, etc.

For example, in exchange for a ground lease of approximately one acre of existing park land for a new library, the Instrument of Agreement shall provide the Applicant compensate the city with a dollar amount to be used for the construction of a new playground & associated appurtenances within the same park.

- 4.14 “Revocable License and Permit” – An agreement between the Applicant and Park Board for Alternative Use on Park Land. A revocable license and permit is typically used for short-term Alternative Use of Park Land, such as a temporary construction easement, landscaping, or a permitted encroachment on Park Land.

5.0 POLICY

- 5.1 The Park Board will consider each written Alternative Use on Park Land proposal that is submitted on a case-by-case basis and is under no obligation to approve the proposal, regardless of the proposed potential benefit to the Applicant or the City of Spokane.
- 5.2 Permission for an Alternative Use on Park Land may be granted or denied at discretion of the Park Board.
- 5.3 To initiate Park Board consideration of a proposed Alternative Use on Park Land, Applicant shall complete and submit an Application Form for Alternative Use on Park Land, together with relevant backup information and application fees, to Park Staff.
- 5.4 The Applicant shall be required to pay an application fee of \$300, intended to offset the cost for Park Staff to coordinate and review the Application.
- 5.5 The Applicant shall provide the necessary information in the Application Form for Park Staff and Park Board to evaluate the proposal.
- 5.6 For any Alternative Use on Park Land to be approved by the Park Board, the proposal must demonstrate that the Alternative Use on Park Land will provide a Quantifiable Net-Improvement to Park Land or a future benefit to Park Land and recreational programs as determined by the Park Board.
- 5.7 Letters of support or opposition from neighborhood councils, stakeholders, and public affected by the proposed Alternative Use may be considered by the Park Board when considering the Alternative Use proposal.

- 5.8 Park Board may request Park Staff and their agents recommend to the Park Board specific Quantifiable Net-Improvement derived from approval of the proposal.
- 5.9 In considering whether the proposed Quantifiable Net-Improvement is acceptable, the Park Board may consider the market value of the real property rights conveyed by the proposal, including the benefit of the Alternative Use proposal to the Applicant and Applicant's property. An appraisal of this value may be required as noted in section 4.13.

For example, the Park Board may consider the increase in property value brought about by an easement over Park Land allowing access to a parcel of land that is otherwise inaccessible

- 5.10 The Applicant must provide the Park Board with financial assurance that all conditions of the proposed Alternative Use on Park Land can be met by the Applicant to the satisfaction of the Park Board and Park Staff.
- 5.11 The Park Board may place certain conditions on Alternative Use on Park Land approval.
- 5.12 The Alternative Use on Park Land should not compromise the ability of the adjacent remaining Park Land to function, and shall not restrict free access to the surrounding Park Land by the public, or result in potential or actual danger to public health and safety.
- 5.13 Unless otherwise agreed upon by the Park Board, the Applicant, and its successors or assigns shall be responsible for routine maintenance, daily operation, repair and replacement of improvements associated with and/or appurtenant to approved Alternative Use on Park Land.
- 5.14 Unless otherwise agreed upon by the Park Board, Alternative Use on Park Land approval may not be granted if the subject land is quantifiably environmentally sensitive, contain quantifiably unique habitat or life forms, or is classified as culturally significant due to documented historical significance, or other archaeological conditions as defined by Park Staff.

The Park Board may require the Applicant to provide to the Park Board studies or reports verifying the Park Land area proposed for Alternative Use is suitable for proposed use and does not contain quantifiably unique habitat or life forms, items of cultural significance, or geological hazards. Such study may include but not limited to phase I environmental site assessment, critical areas report, or cultural resource survey.

- 5.15 Unless otherwise agreed upon by the Park Board, an Instrument of Agreement shall not include terms which require the Park Board to fund site improvements or additional site security, or commit public funds to additional maintenance and/or capital replacement.
- 5.16 Any Alternative Use proposal for utility installation shall ensure utilities are installed underground to the maximum extent possible, unless it can be justified that an above ground installation is required, and such installation is acceptable to the Park Board, and it such installation will not interfere with the intended use and enjoyment of the Park Land.

6.0 PROCEDURE

- 6.1 The Applicant may or may not be required to prepare a presentation for the Park Board Land Committee and full Park Board.
- 6.2 The Applicant, or Applicant's representative, may or may not be required to attend the Park Board Land Committee meeting to discuss the proposal.
- 6.3 The Park Board Land Committee typically meets monthly. Park Staff will notify the Applicant of the specific meeting date, time and location the Alternative Use on Park Land proposal will be placed on the Land Committee's agenda.
- 6.4 Unless otherwise agreed upon the Park Board, all Alternative Use on Park Land proposals shall follow the below process:
- 6.4.1 Applicant shall prepare and shall submit completed Application Form, together with any relevant backup documentation and application fees (if required) for proposed Alternative Use on Park Land. Application shall be submitted at least two weeks prior to appearing on the next regularly scheduled Park Board Land Committee meeting.
 - 6.4.2 Application Form and backup documentation shall be submitted in electronic format to:
 - i. Park Planning & Development Manager
 - ii. Park Operations Director
 - iii. Park Office Supervisor

NOTE – Contact information for staff listed above can be found online at the City of Spokane Parks Division Staff Directory.

6.4.3 Park staff shall review the Application Form for completeness & general compliance with policy, and if determined to be complete & generally compliant with policy, shall coordinate the placement of a 'discussion item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee Meeting.

- i. If additional information is needed or revisions are required, Applicant shall coordinate with Park Staff as required to provide required information.

6.4.4 Park Staff and the Applicant shall present the Alternative Use on Park Land proposal as a discussion item to the Park Board Land Committee to review the application and gather Park Board input and feedback

- i. If during discussion the Park Board Land Committee finds the application to be generally compatible with Park Land and determines the proposal yields a Quantifiable Net-Improvement to the City Park System, the committee will authorize Park Staff to coordinate with the Applicant to refine the proposal and prepare the applicable Instrument of Agreement and required backup materials (appraisals, maps, etc.).

Any special conditions or revision required by the Park Board Land Committee may be incorporated into the proposal during preparation of agreement documentation.

- ii. If during discussion the Park Board Land Committee finds the proposal is not compatible with Park Land and/or determines the proposal is not likely to yield a Quantifiable Net-Improvement to the City Park System (as determined by the committee in its sole discretion), then the committee will instruct Park Staff to discontinue work on the proposed Alternative Use on Park Land and/or reject the application.

6.5 Upon completion of a proposed Instrument of Agreement, Park Staff shall coordinate the placement of an 'Action Item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee meeting.

6.6 Park Staff and the Applicant shall present the Instrument of Agreement, along with the specific Quantifiable Net-Improvement to the City Park System to the Park Board Land Committee for a vote of approval.

6.6.1 If the Park Board Land Committee votes to approve the Instrument of Agreement, then the Instrument of Agreement will be placed on

the agenda for the next regular meeting of the Park Board for final authorization. The Land Committee may approve the Instrument of Agreement with or without additional conditions.

6.6.2 If the Park Board Land Committee votes not to approve the Instrument of Agreement, the committee chair will either instruct the Applicant to either revise and resubmit the Instrument of Agreement with requested changes or will reject the Instrument of Agreement outright.

6.7 Upon approval by the Park Board Land Committee, Park Staff will present the Instrument of Agreement for consideration of the full Park Board. If the Instrument of Agreement is approved by the Park Board, it will be executed by all parties, filed & recorded as required by applicable city and county policies, and take legal effect.

7.0 RESPONSIBILITIES

7.1 The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

8.1 Application Form

APPROVED BY:

City Attorney

Division Director

City Administrator

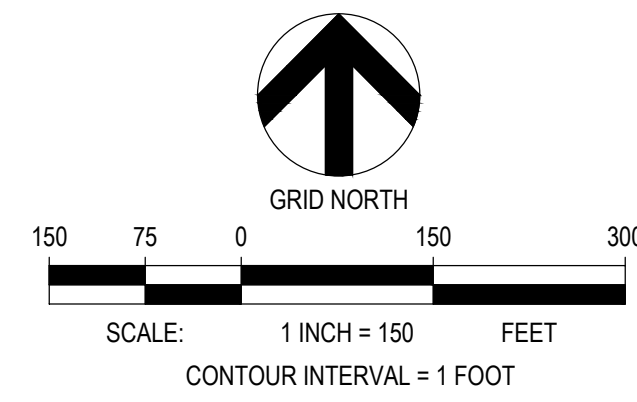
Date

Spokane Park Board

Briefing Paper



Committee	Golf Committee		Committee meeting date: Sept 10, 2024
Requester	Berry Ellison / Mark Poirier		Phone number: 509.625.6276
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A	Master Plan Priority Tier: (pg. 171-175)	N/A
Item title: (Use exact language noted on the agenda)	Ridgetop Golf / Indian Canyon Golf Course Bunker Renovation Construction Contract \$299,618.14 (plus 10% administrative & tax).		
Begin/end dates	Begins: 09/12/2024	Ends: 02/01/2025	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Construction contract including 10% administrative reserve with the low responsive bidder, Ridgetop Golf, for the complete reconstruction of all sand bunkers at Indian Canyon Golf Course. Bid price is \$299,618.14 + administrative reserve & tax.</p> <p>This contract will include the base bid scope of work, which includes the filling in of 1 bunker and the reconstruction of 20 sand bunkers, including re-shaping, drainage, aggregate bunker liner, bunker sand, finish grading and grassing. Bunker reconstruction is anticipated to be completed by the end of 2024 to allow new bunker sand to settle over the winter.</p>			
Motion wording:			
Motion to approve Ridgetop Golf for the Indian Canyon Golf Course Bunker Renovation construction contract in the amount of \$299,618.14 + 10% admin reserve & tax.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Ridgetop Golf			
Name: Nancy Kalbrener		Email address: nancy@ridgetopgolf.com	Phone: 253-312-2005
Distribution:			
Parks – Accounting		Mark Poirier	
Parks – Sarah Deatrich		Jason Conley	
Requester: Berry Ellison		Nick Hamad	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: \$299,618.14 plus admin reserve & tax		Budget code: 4600-55100-94000-56301-48029	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 601-353-563 Business license expiration date: 8/31/25		<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



**INDIAN CANYON GOLF COURSE
TOPOGRAPHIC SURVEY
S.22 & 23, T.25N., R.42E., W.M.,
SPOKANE COUNTY, WA**



TBM INFORMATION

POINT #	NORTHING	EASTING	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
11	256147.86	2468850.87	256147.59	2468850.79	1990.67	SET MAG+WASH
12	256140.16	2468281.75	256139.89	2468281.74	1971.91	SET MAG+WASH
18	255424.67	2468288.72	255424.50	2468288.71	2031.45	SET MAG+WASH
21	255649.23	2469118.81	255649.03	2469118.70	2005.46	SET MAG+WASH
23	255580.67	2469455.05	255580.47	2469454.90	1998.61	SET MAG+WASH
99	254035.03	2468233.00	254035.03	2468233.00	2211.23	SET 3RBC

LEGEND

	TEMPORARY BENCHMARK
	CONTOURS
	360° PHOTO LINK
	HYPER LINK

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

ACCURACY STATEMENT

SURVEY PERFORMED USING A LEICA TCPR 1201 ONE SECOND ROBOTIC TOTAL STATION, A LEICA TCPR 1203 ONE SECOND ROBOTIC TOTAL STATION, A JAVAD TRIUMPH-1M GPS BASE STATION, A JAVAD TRIUMPH-L5 ROVER, A DJI PHANTOM 4 PRO RTK AERIAL DRONE AND A LEICA BLK360. FIELD TRAVERSE METHODS PER WAC 332-130-090 PART C

HORIZONTAL DATUM

SURVEY IS BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM, NAD83, NORTH ZONE, U.S. FOOT. GROUND COORDINATES HAVE BEEN OBTAINED BY CREATING AN ADJUSTED STATE PLANE COORDINATE SYSTEM SCALED AROUND GRID POINT # 99. THE SCALE FACTOR OF 1.000126924 WAS APPLIED TO ALL THE GRID COORDINATES TO OBTAIN THE GROUND COORDINATES.

ELEVATION DATUM

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), GEOID 18

NOTES

1. FIELD SURVEY COMPLETED IN JUNE 2024.
2. THIS DRAWING HAS BEEN PREPARED FOR TOPOGRAPHIC DESIGN PURPOSES ONLY AND DOES NOT REPRESENT A FORMAL BOUNDARY SURVEY BY COFFMAN ENGINEERS. PROPERTY LINES SHOWN ARE APPROXIMATE, BASED ON RECORD INFORMATION AND FOUND MONUMENTATION.

**INDIAN CANYON GOLF COURSE
1001 S ASSEMBLY RD,
SPOKANE, WA 99224**

REV	DATE	DESCRIPTION

PROJ. NO. 232620
DRAWN ME
CHECKED KMR & JEA
DATE 7/3/2024

© COFFMAN ENGINEERS INC.

SHEET TITLE:

**INDIAN CANYON GOLF COURSE
TOPOGRAPHIC SURVEY**

SHEET NO:

V01

Indian Canyon Bunker Renovation						Monday, September 09, 2024				
PW ITB 6210-24						Responsive Bidder?				
						Yes	N/A	N/A	N/A	N/A
Reference Number	Description	Type	UOM	Quantity	Ridgetop Golf	Contractor	Contractor	Contractor	Contractor	
BASE BID /TAX						\$326,583.77	\$0.00	\$0.00	\$0.00	\$0.00
Base Bid	Project Scope as spelled out in bid	Base	ea	1	\$299,618.14	\$0.00	\$0.00	\$0.00	\$0.00	
Tax	Sales Tax 9.0%	Base	ea	1	\$26,965.63	\$0.00	\$0.00	\$0.00	\$0.00	
Total Extended						\$326,583.77	\$0.00	\$0.00	\$0.00	\$0.00
Reference Number	Description	Type	UOM	Quantity	Ridgetop Golf	Contractor	Contractor	Contractor	Contractor	
Deductible Alt 1 /TAX						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Bid	N/A	Alt	ea	1	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	
Tax	Sales Tax 9.0%	Alt	ea	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Extended						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6210-24 INDIAN CANYON GOLF COURSE BUNKER RENOVATION

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:

\$ 299,618.14
(do not include Washington State Sales Tax)

BID ALTERNATES

Not Applicable

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 54 calendar days or no later than November 22, 2024.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of

Spokane in the amount of THREE HUNDRED-FIFTY DOLLARS (\$350.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. RIDGE1-085B3
(must be in effect at time of bid submittal)

U.B.I. Number 601-353563

Washington Employment Security Department Number 000-053356-00-0

Washington Excise Tax Registration Number 91-1540308

City of Spokane Business License Number LICENSE CONFIRMATION ATTACHED.
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: RIDGETOP GOLF



Signature of Bidder's Authorized Representative
Nancy Kalbrener

pres / treas

Title

4820 24th ST NW, GIG HARBOR, WA 98335

Address

(253)312-2005

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On September 5th, 2024
date

(Seal Or Stamp)



Daniel W. Olsen
Signature of Notary Public Daniel W. Olsen

My appointment expires MAY 9, 2026



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: RIDGETOP, INC.

Business name: RIDGETOP GOLF

Entity type: [Profit Corporation](#)

UBI #: 601-353-563

Business ID: 001

Location ID: 0003

Location: Active

Location address: 4820 24TH ST NW
GIG HARBOR WA 98335-7515

Mailing address: 4820 24TH ST NW
GIG HARBOR WA 98335-7515



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Aug-31-2025	Aug-29-2024
Tukwila General Business - Non-Resident				Active	Nov-30-2024	Mar-21-2023

Governing People May include governing people not registered with Secretary of State

Governing people	Title
KALBRENER, KIRK	
KALBRENER, NANCY	

Registered Trade Names

Registered trade names	Status	First issued
RIDGETOP GOLF	Active	Mar-07-2007



Registered trade names	Status	First issued
RIDGETOP, INC	Active	Sep-08-2010

The Business Lookup information is updated nightly. Search date and time: 9/9/2024 2:49:01 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



From: [Aaron Nolting](#)
To: [Spokane Parks and Recreation](#)
Subject: Easement to Review - Land Committee
Date: Tuesday, September 3, 2024 11:42:43 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon,

My name is Aaron Nolting and I submitted an easement package to be reviewed for September for a small portion of the Fish Lake Trail located at 24011.0205. The matter is fairly time sensitive since the land we are looking to access is on a purchase contract. We are currently land locked and will need a 40' easement through City land (infranture is already established).

I am very excited to meet with the counsel and look forward to reviewing my easement application to receive feedback and ideas to what the governing body would view to be an attractive yet feasible resolution.

In hopes of meeting the purchasing contract deadlines, I would like to open the door to receiving feedback prior to the meeting in October to this easement opportunity. For instance - scheduling a meeting of the land committee in September on a different Wednesday of the month to supplement the canceled meeting. Likelihood of the easement being established would be extremely helpful from the governing body's perspective.

A response and feedback would be greatly appreciated,

Attached is an outline of our subject parcel and the location of the easement needed.

Thank you

--

Aaron Nolting | Owner

