



## Spokane Park Board

3:30 p.m. Thursday, June 12, 2025

In-person in Council Chambers, City Hall, and  
Webex virtual meeting

### Park Board Members

- Jennifer Ogden – President (*absent/excused*)  
X Gerry Sperling – VP (*stand-in President*)  
X Garrett Jones – Secretary  
X Greta Gilman  
Sally Lodato (*absent/excused*)  
X Bob Anderson  
X Barb Richey  
Kevin Brownlee (*absent/excused*)  
X Doug Kelley  
X Lindsey Shaw  
[Vacant]  
X Jonathan Bingle – City Council liaison  
(*Joined virtually 3:32*)

### Parks Staff

Jason Conley  
Jacob Vandenberg  
Nick Hamad  
Jon Moog  
Jennifer Papich  
Al Vorderbrueggen  
Rich Lentz  
Fianna Dickson  
Berry Ellison  
Heather Smith  
Angel Spell

### Guests

Gabriel Mwamba  
Eric Flaten

### City Staff

Megan Kapaun

## MINUTES

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

1. **Roll Call:** Gerry Sperling  
The meeting was called to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**  
A. None
3. **Public comments:**  
A. None
4. **Consent agenda:**
  - A. Administrative and committee-level items
    - 1) [May 8, 2025, regular Park Board meeting minutes](#)
    - 2) [May 16, 2025, special Park Board meeting minutes](#)
    - 3) [Claims – May 2025](#)
    - 4) [One-year renewal of McKinstry Co. on-call plumbing contract for all park locations \(\\$150,000 tax inclusive\) – Carl Strong](#)
    - 5) [Place Landscape Architecture Contract Amendment 4 / Meadowglen Park Design Task 3 for \\$208,000.00 \(plus applicable taxes\) and Time Extension to Dec 31, 2026 - Berry Ellison](#)
    - 6) [AJ Spray Foam Services LLC Amendment 1 / 2025 pool deck leveling & joint sealing \(\\$17,253.16 plus applicable tax\) - Berry Ellison](#)
    - 7) [General Industries, Inc. Contract Amendment #1 / Qualchan Golf Course Pumphouse](#)

- Project (\$9,647.55 plus 9.1% tax) – Berry Ellison
- 8) Continuation of the Parks Fleet Replacement Pilot Program - Jason Conley
  - 9) Amendment #2 - Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project (\$12,000 expense) - Nick Hamad
  - 10) Swire Coca-Cola USA contract renewal for exclusive beverage pouring rights – Jon Moog/Jason Conley

**Motion No. 1:** Barb Richey moved to approve consent agenda items #1 - #10, as presented. Greta Gilman seconded.  
Motion passed with unanimous consent (7-0)

5. **Special guests**

A. None

6. **Financial report and budget update** – Rich Lentz presented the May financial report and budget update.

- A. Park Fund: The May year-to-date operating expenditures for the Park Fund are approximately \$369,000 more than the two-year budget average. Year-to-date revenues are about \$854,000 above the two-year budget average. Revenues are exceeding expenditures nearly \$1.8 million year-to-date.
- B. Golf Fund: The May year-to-date operating expenditures for the Golf Fund are about \$185,000 more than the two-year average. Year-to-date revenues are below the two-year budget average approximately \$49,000. Revenues are exceeding expenditures about \$732,000 year-to-date.

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

- A. Special discussion items: None
- B. Special action items: None

8. **Committee reports:**

**Urban Forestry Tree Committee:** The June 3, 2025, meeting was canceled. – Kevin Brownlee

- A. Action items: None
- B. The next scheduled meeting is 4:15 p.m. July 1, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

**Land Committee:** June 4, 2025 – Greta Gilman

- A. Action items: Three of five action items were presented on the consent agenda. One action item did not pass at committee.
  - 1) Hope Soccer 2026 / Memorandum of Understanding (no cost) - Nick Hamad

Nick introduced Gabriel Mwamba who shared the mission, values, vision, and previous experience of the Hope Soccer organization as well as its interest in establishing a presence in Spokane and partnership with Spokane Parks.

Nick's presentation outlined highlights of the agreement. The intention is to convert one out of service sport court and reconfigure the surface for soccer 'mini-pitch' in a vulnerable neighborhood (most likely Grant or Friendship Park) at no cost to Parks. The surface is a composite porous locking tile which allows water to escape and is comfortable for play. HOPE will provide programming and free clinics in coordination with Spokane Recreation. The MOU is for two years is renewable up to 10 additional years with reviews every two years. Parks will



perform minor crack sealing prior to installation of the court if needed. If this is a successful endeavor, Parks could purchase more systems to refresh unusable sport courts. When funding becomes available to renovate other courts, the soccer system could easily be removed. A video regarding HOPE Soccer's mission can be found [HERE](#). HOPE works with kids ages 10 and up.

**Motion No. 2:** Greta Gilman moved to approve the HOPE Soccer 2026 Memorandum of Understanding at no cost.

Lindsey Shaw seconded.

Motion passed with unanimous consent (7-0)

B. The next scheduled meeting is 3:30 p.m. July 2, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

**Recreation Committee:** June 4, 2025 – Doug Kelley for Sally Lodato (absent)

A. Action items: None

Doug reported that Andy Fuzak, Ryan Griffith, and Mark Poirier gave a detailed presentation about winter cross country skiing and grooming which has historically been at Indian Canyon Golf Course. Cross country skiing has been there for over six years; however, after discussion and reviews of the history of Indian Canyon, it will be moved to Finch Arboretum. Some of the reasons for this decision were: 1) Finch has a gentler terrain; 2) some have been skiing in out-of-bounds areas at Indian Canyon, which creates additional need for maintenance; 3) better parking access.

Swim season is upon us and Whitter Pool has seen 472 lap swimmers since May 31. Preseason staff has certified 52 lifeguards and 31 swim instructors. All aquatic centers open on Monday, June 16<sup>th</sup>.

All Star Concessions is up and fully operational at Dwight Merkel Sports Complex.

B. The July 2 Recreation Committee meeting is canceled. The next scheduled meeting is 2:15 p.m. August 6, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

**Riverfront Park Committee:** June 9, 2025 – Gerry Sperling

A. Action items: One of two action items was discussed and tabled for a later date.

1) [Permissible Use Agreement for Downtown Zipline](#) - Jon Moog

Jon provided an overview of the history of the zipline project, and an update of the approvals that were obtained since last month's briefing. Since the zipline would occupy both Parks and City property, the agreement must obtain both Park Board and City Council approval. This permissible use agreement is between the City and Mica Moon. Mica Moon will provide the capital investment, the operation, and the maintenance of the zipline which will run from the CSO Plaza to Redband Park. Since both sides are on City property, an ordinance is required in addition to the contract. The ordinance is being taken up for action by City Council later this month.

This project aligns with the RFP master plan, the Parks and Recreation master plan, and the Downtown Spokane Partnership downtown plan. It will boost the economy and support a thriving downtown experience by providing a compelling anchor attraction and positive activation of our public spaces.

Epiphany Applied Concepts (dba Mica Moon) has been in business and been active members of the Association of Challenge Course Technology (ACCT) since 2012. Their primary design and build contractor – Synergo – is an industry recognized leader in adventure parks.

The term will be a 15-year initial term with an option to extend for an additional five years. Mica Moon will pay an annual permit fee of \$50k for the zipline and an additional \$12k Riverfront property use fee if they choose to use Riverfront property for storage or other uses such as ticket selling.

Mica Moon will be responsible for the following:

- Security (inspections, maintenance, etc.)
- Rider safety (waivers, briefing, etc.)
- Reduction of site congestion at Red Band Park
- Support use by those with disabilities
- Complimentary tickets to charitable organizations and underserved youth

**Motion No. 3:** Gerry Sperling moved to approve and forward permissible use agreement for downtown zipline with Spokane Skylines, LLC., to the City Council.

Bob Anderson seconded.

Motion passed with unanimous consent (7-0)

B. [May 2025 RFP Operations Report](#) – Jon Moog

Highlights included: 1) Six major events hosted in the park; 2) the Sip & Soar event at the SkyRide was sold out; 3) Goose performed the first summer concert; 4) the Lilac Festival Brewfest was very well attended; 5) the North Bank was renovated with 500 new plants and trees; 6) Riverfront Moves fitness series kicked off with two events in May; 7) and Riverfront Eats food truck events began.

C. The next scheduled meeting is 4:00 p.m. July 7, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

**Golf Committee:** June 10, 2025 – Barb Richey

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

Barb reported that the committee had a lengthy discussion about cart path and tee box replacements at the courses.

B. The next scheduled meeting is 8:00 a.m. July 8, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

**Finance Committee:** June 10, 2025 – Bob Anderson

A. Action items: Three of four action items were presented on the consent agenda.

- 1) [Krueger Sheet Metal Co / Don Kardong Interpretive Signage Fabrication & Installation Contract \(\\$47,866.05+tax\)](#) - Nick Hamad

In 2023 Parks and its agents completed the reconstruction of the Don Kardong Bridge, located along the Centennial Trail within the City's Logan & East Central neighborhoods. As a part of the project fundraising agreements with several parties, the city committed to the design, fabrication, and installation of informational and interpretive panels to enrich the user experience and celebrate the legacy of project donor organizations (Spokane Lilac Bloomsday Association, Gonzaga University, Friends of the Centennial Trail, and the University District).

\$130,000 of the previously approved capital budget for the bridge was set aside for this project. Krueger Sheet metal was the lowest of two bidders for the project, having bid significantly lower than the other company and the budget. The low bid sparked concern about quality of the work. When Nick reached out to Krueger Sheet Metal with this concern, he was assured that they would meet all our specifications.

The project will be completed by October of this year.

**Motion No. 4:** Bob Anderson moved to approve the Krueger Sheet Metal Co. construction contract for the Don Kardong interpretive signage and fabrication project in the amount of \$47,866.05.

Lindsey Shaw seconded.

Motion passed with unanimous consent (7-0)

Bob reported that Riverfront Park offset their May revenue decrease with a comparable reduction in expenditures as compared to May 2024. Recreation team saw a revenue increase and an operating expense decrease.

B. The next scheduled meeting is 3:00 p.m. July 8, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

**Development & Volunteer Committee:** The DVC does not meet in June. – Jennifer Ogden

A. Action items: None

B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. July 9, 2025, Riverfront Pavilion conference room, and virtually via Webex.

## 9. **Reports**

A. President (acting): Gerry Sperling

Gerry gave thanks to all Parks staff for their contributions as we head into the busy summer season.

She also talked about the DVC and their work to create more interest and bring more volunteers to parks.

B. Liaisons

1) Conservation Futures – Doug Kelley

Doug reported they are still awaiting the County to call a meeting for a special item that has been put in front of them.

2) Parks Foundation – Barb Richey

The Parks Foundation did not meet; however, Barb reported that Yvonne Trudeau will be attending the July 9 DVC/CAC meeting to share opportunities where the Spokane Parks foundation can collaborate with them. Barb also shared a six-month recap of what Yvonne has been busy doing to support the foundation.

3) City Council – Jonathan Bingle

Jonathan met with Skyler Oberst from the Spokane Arts Commission about art

opportunities in northeast Spokane.

On Monday, June 16, City Council will be voting on the proposed Proposition 1 replacement ordinances (Home Ordinances) and a proposal to create non-public portions of parks. Jonathan invited those interested to attend the meeting and testify.

- C. Director: Garrett Jones introduced Jacob Vandenberg, Park Ranger Supervisor, who shared a [presentation](#) introducing the Park Rangers and outlining the duties and accomplishments of the Park Ranger team.
- 1) The Park Ranger team consists of four full-time officers, three of whom are limited commission police officers, and six seasonal temporary officers. Jacob's duties include managing the Ranger team, parking management, training Parks staff, facility & building access control, radio maintenance, and more. The rest of the team patrol the parks and enforce park rules and regulations.
  - 2) The Rangers have successfully maintained necessary seasonal staffing levels thanks in part to a collaboration with the Spokane Police Volunteer Services Unit which creates a pathway for volunteer police to transition into Park Ranger roles as they progress in their careers.
  - 3) Jacob shared 2024 and 2025 statistics about number and types of calls for service, number of citations, and number of arrests.
  - 4) If the [Healthy Parks, Healthy Neighborhoods](#) Parks levy passes, the Ranger team will double. If both the Parks and Schools initiatives pass, the team will quadruple (see [Together Spokane](#)), as well as allowing for development of a neighborhood Ranger program to focus on heavily populated areas in collaboration with SPD Neighborhood Resource Officers.

10. **Executive session**

A. None

11. **Correspondence:**

A. Letters/email:

- 1) [Oppose zipline](#) – anonymous

12. **Adjournment:** The meeting was adjourned at 5:04 p.m.

13. **Meeting dates**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. July 1, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. July 2, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Recreation Committee: 2:15 p.m. August 6, 2025, Riverfront Pavilion conference room, and virtually via Webex.

Riverfront Park Committee: 4:00 p.m. July 7, 2025, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. July 8, 2025, Riverfront Pavilion conference room, and virtually via Webex.

Finance Committee: 3:00 p.m. July 8, 2025, Riverfront Pavilion conference room, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. July 9, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

B. Park Board: 3:30 p.m. July 10, 2025, Council Chambers, lower-level City Hall, and virtually via Webex.

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

Minutes approved by: Garrett Jones  
Garrett Jones, Park Board Secretary

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
MAY 2025 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - JUNE 12, 2025**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,624,788.61
MAINTENANCE & OPERATIONS	\$	437,442.29
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	123,369.99

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
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**GOLF:**

SALARIES & WAGES	\$	303,956.20
MAINTENANCE & OPERATIONS	\$	713,777.27
CAPITAL OUTLAY	\$	225,454.67
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>3,428,789.03</b>

NOTE: PERIOD 13 & PERIOD 1 - THE BOND VARIES FROM FMS DUE TO TIMING DIFFERENCE  
TO WARRANT REPORT



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee <b>Committee meeting date:</b> 6/4/25		
<b>Requester</b>	Al Vorderbrueggen <b>Phone number:</b> X5464		
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input checked="" type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2022-0455		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Maintain and Care	<b>Master Plan Priority Tier:</b> First (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	One-year renewal of McKinstry Co. on-call plumbing contract for all park locations (\$150,000 tax inclusive)		
<b>Begin/end dates</b>	Begins: 08/01/2025	Ends: 07/31/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> The purpose of this agreement is to provide On-Call Plumbing Services for the City of Spokane Parks and Recreation Department; the Contractor was selected through IPWQ 5637-22 issued by the City of Spokane. McKinstry, Co., LLC was the only contractor to respond to the bid for on-call plumbing. This will be renewal number two of two allowable one-year renewals. The contract will go back out to bid in 2026.			
<b>Motion wording:</b> Move to approve a one-year renewal of McKinstry Co. on-call plumbing contract for all park locations in the amount of \$150,000 (tax inclusive).			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: McKinstry, Co., LLC Name: Paul Steinheiser    Email address: paulst@mckinstry.com    Phone: n/a			
<b>Distribution:</b> Parks – Accounting    Allison Bullard - allisonb@mckinstry.com Parks – Sarah Deatrich    Kiel Hutchinson - kielh@mckinstry.com (208-446-4500) Requester: Al Vorderbrueggen    Paul Steinheiser - paulst@mckinstry.com Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$150,000.00 (tax inclusive)    Budget code: 4600-55#00-76650-54801 Golf 1400-54703-76903-54801 Finch    1400-54311-76810-54801 RFP; 1400-54500-76810-54802 Ops 1400-54150-76902-54801 Aquatics    1400-54600-76820-54801 Manito; 1400-54171-76820 Dwight Merkel    1400-54130-76820-54801 Corbin Arts			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-569-922 Business license expiration date: 1/31/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**City of Spokane**  
**Parks and Recreation Department**

**CONTRACT RENEWAL**  
**2 OF 2**

Title: **ON-CALL PLUMBING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide on-call plumbing services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the original Contract allowed for two (2) additional one-year renewals, with this being the last of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated June 20, 2022 and June 21, 2022, 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 Renewal shall become effective on August 1, 2025, and shall end July 31, 2026.

**3. COMPENSATION.**

The City shall pay a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**McKINSTRY, CO., 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

**Attachments that are part of this Agreement:**  
Exhibit A – Certification regarding Debarment

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



< Business Lookup

License Information:

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

**Entity name:** MCKINSTRY CO., LLC

**Business name:** MCKINSTRY CO., LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 602-569-922

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 850 E SPOKANE FALLS BLVD  
SPOKANE WA 99202-2167

**Mailing address:** PO BOX 24567  
SEATTLE WA 98124-0567

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Airway Heights General Business - Non-Resident</a>	2929			Active	Jan-31-2026	Jan-03-2019
<a href="#">East Wenatchee General Business - Non-Resident</a>				Active	Jan-31-2026	Jun-08-2017
<a href="#">Moses Lake General Business - Non-Resident</a>	BUS1998-00872			Active	Jan-31-2026	Jan-23-1998
<a href="#">Spokane General Business</a>	T11103486BUS			Active	Jan-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALLEN, DEAN	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

Registered Trade Names

Registered trade names	Status	First issued
MCKINSTRY	Active	Jan-09-2006

Registered trade names	Status	First issued
MCKINSTRY CO.	Active	Jan-09-2006
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/2/2025 11:02:41 AM

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# CERTIFICATE OF LIABILITY INSURANCE

MCKICO-.01

KGIRIDHARRAO

DATE (MM/DD/YY)

1/31/2025



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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Northwest LLC PO Box 3018 Bothell, WA 98041		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (425) 489-4500 <b>FAX (A/C, No):</b> (425) 485-8489 <b>E-MAIL ADDRESS:</b> now.info@hubinternational.com		
<b>INSURED</b>  McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : The Travelers Indemnity Company</b>		<b>25658</b>
		<b>INSURER B : Travelers Property Casualty Company of America</b>		<b>25674</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: City of Spokane Parks

City of Spokane Parks and Recreation, its officers and employees are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane Parks and Recreation  
2304 East Mallon Ave  
Spokane, WA 99202

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

AUTHORIZED REPRESENTATIVE

*Eve Arbach*

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land			<b>Committee meeting date:</b> June 4, 2025
<b>Requester</b>	Berry Ellison			<b>Phone number:</b> 625-6276
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	2024-0238			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 1	<b>Master Plan Priority Tier:</b> First (pg. 171-175)		
<b>Item title:</b> (Use exact language noted on the agenda)	Place Landscape Architecture Contract Amendment 4 / Meadowglen Park Design Task 3 for \$208,000.00 (plus applicable taxes) and Time Extension to Dec 31, 2026			
<b>Begin/end dates</b>	Begins: 06/12/2025		Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Meadowglen Park design is a phased project, intended to be bid ready in November, 2025. Task 1 of the work included site analysis and suitability of new park amenities as well as concept drawings reflecting a construction budget of up to \$5m. The work was used to solidify a full scope of work for final park improvements as well as support grant applications prepared by City staff. Task 2 of the work included 30% design and engineering effort. Task 3.1 of the work included 60% design and engineering effort. Task 3.2-3.4, the current scope of work includes 90% design and engineering effort, permit/plan check support, bid documents, and bid support.				
<b>Motion wording:</b> Motion to approve Place Landscape Architecture Contract Amendment 4 / Meadowglen Park Design Task 3 for \$208,000.00 (plus applicable taxes) and Time Extension to Dec 31, 2026				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Place Landscape Architecture Name: Joshua Tripp    Email address: josh@place-la.com    Phone: 509 293-6743				
<b>Distribution:</b> nhamad@spokanecity.org Parks – Accounting Parks – Sarah Deatrich Requester: bellison@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$208,000.00 Plus Applicable Taxes    Budget code: 1950-5492-94760-56522-48205 Consultant contract, tax applied to reimbursable expenses only. No reimbursable expenses are expected.				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Business license    Expiration date: 3/31/26 <input checked="" type="checkbox"/> Insurance Certificate				



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**CONTRACT AMENDMENT NO. 4**

Title: **LANDSCAPE ARCHITECTURAL DESIGN  
AND CONSULTATION SERVICES FOR  
MEADOWGLEN PARK, PHASE ONE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **PLACE LANDSCAPE ARCHITECTURE LLC**, whose address is 1325 W. First Avenue, Suite 204, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide project feasibility and conceptual design of public park improvements of Meadowglen Park; and

WHEREAS, additional money is needed for Task 3, thus, the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 27, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on June 12, 2025, and shall run through December 31, 2026.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$208,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment in accordance with Consultant's May 13, 2025 Proposal. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**PLACE LANDSCAPE ARCHITECTURE LLC**

**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 – May 13, 2025 Proposal

25-140

## **ATTACHMENT A**

May 13, 2025



Mr. Berry Ellison  
Project Manager / Landscape Architect  
City of Spokane Parks & Recreation  
808 W Spokane Falls Blvd #5  
Spokane, WA 99201  
509-625-6276  
bellison@spokanecity.org

**RE: Landscape Architectural Design and Consultation Services for Meadowglen Park, Task 3 (90,100 & Bid Support)**

Dear Mr. Ellison:

Per our meeting Wednesday (04/29/2025), please find the following scope of work for landscape architectural design and consultation for Meadowglen Park, Task 3. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of PLACE LA and our sub-consultant team.

PLACE LA fees are estimated at approximately 10% of the maximum construction costs. A base project cost of 5m is assumed, with potential increase in the range of 3m to 5m, for an all-inclusive MACC of 10m. Final construction costs are determined by the City, as a result of Grant funding and Voter approval.

PLACE LA Anticipates the following delivery timelines (by Major Task)

<b>Task Name/Description</b>	<b>Begin</b>	<b>Target Completion</b>
Task 3(90) – Design & Engineering (90% CD)	Jul 01, 2025	Sep 15, 2025
Task 3(100) – Design & Engineering (100% CD)	Oct 01, 2025	Nov 14, 2025
Task 3(BS) – Bid Support	Dec 15, 2025	Feb 31, 2026

As you requested, PLACE Landscape Architecture is very pleased to offer you the following services for the project:

**SERVICES**

**Task 3 – Design & Engineering**

**90% Plans, Specifications, and Estimates.** Upon Firm receiving notice to proceed with 90% design, PLACE LA will develop 90% design incorporating public feedback and written direction from City staff, Prepare 90% permit drawing package for plan check to include but is not limited to:

- Modify project scope elements (as directed by City Staff) to meet project budget,
- Prepare permit drawing package for all improvements including site plan, buildings & structures, grading & drainage, utilities, landscape planting & irrigation, and lighting & Electrical; 90% should include, but is not limited to:
- Updates to all sheets included at 60% and relevant details,
  - Additional sheets, details, and information as required to secure required permits and construction of improvements.
- Written specifications, bound separately from construction drawings and using CSI format (Masterformat) standards for organizing specifications,
- Update detailed construction estimate for all improvements,
- Prepare permit intake documents as required by City Dept of Planning & Development,
- Satisfactorily respond to plan check comments, revise as necessary, and obtain permit approval by City Dept of Planning & Development,
- 90% plans will be considered complete when all project drawings have been approved by regulatory agencies and the 90% construction document set has been submitted and approved in writing by the City; and the permit approval has been received.



100% Plans, Specifications, and Estimates.

- Upon Firm receiving notice to proceed with 100% design, PLACE LA will develop 100% design incorporating all plan check and written direction from City staff,
- Prepare 100% construction document package for solicitation,
- 100% plans will be considered complete when project bid and construction package has been submitted and approved in writing by the City.

**Task 3 – Bid Support Services**

Bid Support Services.

- Support City staff and prepare advertisement and bid form narratives articulating base bid and alternate(s) scope of work; prepare pre-bid meeting agenda to conduct (1) pre-bid conference with contractors, informing bidders of proposed improvements and answer questions. The project shall be bid as (1) construction contract. Bidders will be responsible to submit pricing itemized as shown on the bid form with the low responsive bidder of all work being awarded the contract,
- Attend one (1) in-person pre-bid conference hosted by the City,
- Respond to bidder Q&A, preparing answers to questions and revising plans / details / written specifications as required to clarify project intent and control bidding,
- Bid Support services will be considered complete when project bids are received by the City and the City provides a written ‘intent to award’ a construction contract to the apparent low responsive bidder.

Permits anticipated for this project include:

SEPA checklist, application & review,  
Restroom building permit (Pre-fab, or direct purchase, vendor will provide plans and comment/approvals).  
Parking lot site permit / grading permit,  
Firms shall include studies and application support as required to apply for and secure all required permits.

**FEES, SHEETS OR DRAWINGS, AND ESTIMATED HOURS**

Each task will require written NTP from Client prior to commencement of work.  
We propose lump sum fees for the work as follows, payable upon presentation of a monthly statement as design progresses:

Task 3(90)	\$150,000.00
Task 3(100)	\$ 48,000.00
Task 3(BS)	\$ 10,000.00
Proposed Total Fee for Task 3:	<b>\$208,000.00</b>

Our monthly statements would reflect the percentages of completion indicated in Task 3 above. We send out invoices on the 25th day of each month and would request payment within 30 days. Please note that we reserve the right to assign, factor, or otherwise collect accounts that are 90 days or more overdue.

If these terms are agreeable to you, please sign a copy of this letter and send it back to us via email or US mail. We will be pleased to begin work promptly upon receipt of our signed copy.

We look forward to working with you, The City of Spokane Parks & Recreation Department, and rest of the design team in the months to come.

With Gratitude,  
PLACE Landscape Architecture



Joshua Tripp, PLA, ASLA  
Principal Landscape Architect

This proposal is covered by our General Liability and Professional Practice Insurance Program.

Acceptance of Proposal: I have read the above prices, scope of work, and Exhibit "A"; it is satisfactory and hereby accepted. PLACE is authorized to commence work as specified and agreed to herein. Please sign below and return to our office. We will begin work immediately upon receipt of the signed agreement and the AutoCAD files. A retainer of 0% is required to begin work; services will be billed monthly upon completion.

The undersigned accepts the above agreement.

ACCEPTABLE:

---

Signature of Authorized Agent

---

Date of Acceptance

## &lt; Business Lookup

## License Information:

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

**Entity name:** PLACE LANDSCAPE ARCHITECTURE LLC

**Business name:** PLACE LANDSCAPE ARCHITECTURE, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-603-875

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1325 W 1ST AVE  
STE 204  
SPOKANE WA 99201-4136

**Mailing address:** 2011 E 30TH AVE  
SPOKANE WA 99203-3971

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

&lt; Page 1 of 2 &gt;

## Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Chelan General Business Non-Resident</a>				Active	Mar-31-2026	Apr-15-2024
<a href="#">Colville General Business - Non-Resident</a>				Active	Mar-31-2026	Apr-08-2024
<a href="#">Covington General Business - Non-Resident</a>				Active	Mar-31-2026	Apr-22-2024
<a href="#">Darrington General Business - Non-Resident</a>				Active	Mar-31-2026	Apr-11-2024
<a href="#">Deer Park General Business - Non-Resident</a>				Active	Mar-31-2026	Apr-15-2024
<a href="#">Goldendale General Business - Non-Resident</a>				Active	Mar-31-2026	Apr-08-2024
<a href="#">Leavenworth General Business - Non-Resident</a>				Active	Mar-31-2026	Apr-09-2024
<a href="#">Moses Lake General Business - Non-Resident</a>	BL2024-0307			Active	Mar-31-2026	Apr-15-2024
<a href="#">Naches General Business - Non-</a>				Active	Mar-31-2026	Apr-08-2024

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Resident						
Newport General Business - Non-Resident				Active	Mar-31-2026	Apr-29-2024
Northport General Business - Non-Resident				Active	Mar-31-2026	Apr-09-2024
Rockford General Business - Non-Resident				Active	Mar-31-2026	Apr-15-2024
Spokane General Business				Active	Mar-31-2026	Jan-25-2018
Spokane Valley General Business - Non-Resident				Active	Mar-31-2026	Apr-09-2024
Toppenish General Business - Non-Resident				Active	Mar-31-2026	Apr-08-2024

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
TRIPP, JOSHUA	

## Registered Trade Names

Registered trade names	Status	First issued
PLACE LANDSCAPE ARCHITECTURE, LLC	Active	Apr-07-2016

The Business Lookup information is updated nightly. Search date and time: 6/10/2025 10:06:07 AM

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[Check if your browser is supported](#)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/25

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>KRAFT INSURANCE BROKERAGE</b> 206 E. Indiana Ave. #207 Coeur d Alene, ID 83814 License#:636217	<b>CONTACT NAME:</b> Seth Riddell <b>PHONE (A/C, No. Ext):</b> (208) 292-4937 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> seth@kraftib.com														
<b>INSURED</b>  Place Landscape Architecture, LLC 1325 W. First Avenue, Suite 204 Spokane, WA 99201	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER B : Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Underwriters Insurance Company	30104														
INSURER B : Hartford Casualty Insurance Company	29424														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBABR9K5T	5/9/2025	5/9/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBABR9K5T	5/9/2025	5/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Y	57SBABR9K5T	5/9/2025	5/9/2026
B	<b>Professional Liability</b>			57OH0755411	5/9/2025	5/9/2026	<b>Per Claim:</b> \$1,000,000 <b>Aggregate:</b> \$2,000,000 <b>Deductible:</b> \$5,000

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

City of Spokane is included as an additional insured for general and auto liability for the coverages afforded herein where required by written contract for the services of Place Landscape Architecture, LLC. Coverage is primary and non-contributory and includes waiver of subrogation.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane Parks and Rec Dept</b> 808 West Spokane Falls Blvd, Suite 5 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 REPRESENTATIVE

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee			<b>Committee meeting date:</b> June 4, 2025
<b>Requester</b>	Berry Ellison			<b>Phone number:</b> 625-6276
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	2025-0349			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A	
<b>Item title:</b> (Use exact language noted on the agenda)	AJ Spray Foam Services LLC Amendment 1 / 2025 pool deck leveling & joint sealing (\$17,253.16 plus applicable tax)			
<b>Begin/end dates</b>	Begins: 06/12/2025		Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Amendment to existing pool deck leveling and joint sealing contract, specifically regarding alternate 1 - removal & replacement of pool deck joint sealing. Comstock Aquatic Center pool deck's lineal footage of removal & replacement of pool deck joint sealing exceeded initial estimations. The joint sealing scope was originally bid (priced) at \$9.47/LF for 1,200LF. An additional 428LF was required and approved by Staff. During the work activity, the pool deck was further inspected and scrutinized by Staff. Deck joints that were not originally sealed had/have opened and are allowing infiltration of surface water, increasing risk of damage by freeze/thaw cycles. Staff negotiated with the Contractor to add 3,300LF of sealant to these joints at a reduced rate of \$4/LF.				
<b>Motion wording:</b> Motion to approve AJ Spray Foam Services, LLC Contract Amendment 1 for additional joint sealing in the amount of \$17,253.16 plus applicable tax.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: AJ Spray Foam Services, LLC. dba Slabjack Geotechnical Name: Jerry Sargent    Email address: info@slabjackgeotechnical.com    Phone: (855) 752-2522				
<b>Distribution:</b> Parks – Accounting    nhamad@spokanecity.org Parks – Sarah Deatrich    JPapich@spokanecity.org Requester: bellison@spokanecity.org    joakes@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$17,253.16 plus applicable tax    Budget code: 1950-54920-94760-56301				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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 MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-107-839 Business license expiration date: 4/30/26 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				





**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**CONTRACT AMENDMENT**

**Title: 2025 AQUATIC CENTERS POOL  
DECK LEVELING AND JOINT SEALING**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **AJ FOAM SPRAY SERVICES, LLC dba SLABJACK GEOTECHNICAL**, whose address is 630 Valley Mall Parkway, #431, East Wenatchee, Washington 98802, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to perform the 2025 Aquatic Centers Pool Deck Leveling and Joint Sealing Services, Base Bid and Alternate 1, for the Parks and Recreation Department; and

WHEREAS, additional work is required, thus, the original Agreement needs to be formally amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 22, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on June 12, 2025 and shall run through June 12, 2026.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SEVENTEEN THOUSAND TWO HUNDRED FIFTY-THREE AND 16/100 DOLLARS (\$17,253.16)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**AJ FOAM SPRAY SERVICES, LLC  
dba SLABJACK GEOTECHNICAL**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

**Attachments that are part of this Agreement:**  
Change Order 1

25-130

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

NAME OF CONTRACTOR: AJ Spray Foam Services, LLC

PROJECT TITLE: 2025 Aquatic Center Deck Leveling & Joint Sealing

CITY CLERK CONTRACT NUMBER: OPR# 2025-0349

=====

<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
Item 1: PCO#1 Add 428lf of Joint Sealant Removal & Replacement .....	\$4,053.16
Item 2: PCO#2 Add 3,300lf of Joint Sealant Placement .....	\$13,200.00

=====

**TOTAL AMOUNT:** \$17,253.16

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$50,321.50
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$0.00
CURRENT CONTRACT AMOUNT	\$50,321.50
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$17,253.16
<b>REVISED CONTRACT SUM</b>	<b>\$67,574.66</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	05/23/2025
CURRENT COMPLETION DATE	05/23/2025
<b>REVISED COMPLETION DATE</b>	<b>06/23/2025</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Approved as to form: \_\_\_\_\_ Assistant City Attorney

## &lt; Business Lookup

## License Information:

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

**Entity name:** AJ SPRAY FOAM SERVICES, LLC

**Business name:** SLABJACK GEOTECHNICAL

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-107-839

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 630 VALLEY MALL PKWY  
# 431  
EAST WENATCHEE WA 98802-4838

**Mailing address:** 630 VALLEY MALL PKWY  
# 431  
EAST WENATCHEE WA 98802-4838

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Bellingham General Business</a>	063171			<a href="#">Active</a>		May-09-2018
<a href="#">Bremerton General Business - Non-Resident</a>	34261			<a href="#">Active</a>	Apr-30-2026	Jan-01-2020
<a href="#">East Wenatchee General Business</a>				<a href="#">Active</a>	Apr-30-2026	Jun-26-2017
<a href="#">Issaquah General Business - Non-Resident</a>				<a href="#">Active</a>	Apr-30-2026	Nov-07-2022
<a href="#">Kennewick General Business - Non-Resident</a>	110132			<a href="#">Active</a>	Apr-30-2026	Aug-14-2014
<a href="#">Pasco General Business - Non-Resident</a>	34324			<a href="#">Active</a>	Apr-30-2026	Nov-02-2018
<a href="#">Richland General Business - Non-Resident</a>				<a href="#">Active</a>	Apr-30-2026	Nov-14-2018
<a href="#">Spokane General Business - Non-Resident</a>				<a href="#">Active</a>	Apr-30-2026	Apr-06-2023
<a href="#">Wenatchee General Business - Non-Resident</a>	110195			<a href="#">Active</a>	Apr-30-2026	Oct-16-2019

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
SARGENT, ANN	
SARGENT, JERALD	
SARGENT, JERALD P	

## Registered Trade Names

Registered trade names	Status	First issued
SLABJACK GEOTECHNICAL	Active	Apr-17-2017

The Business Lookup information is updated nightly. Search date and time: 5/27/2025 3:54:37 PM

[Contact us](#)[How are we doing?](#)[Take our survey!](#)[Don't see what you expected?](#)[Check if your browser is supported](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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 have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gellatly Agency 22 N Chelan Ave  Wenatchee WA 98801	<b>CONTACT NAME:</b> Shari Savage <b>PHONE (A/C, No, Ext):</b> (509) 662-2151 <b>E-MAIL ADDRESS:</b> shari@gellatly.com <b>FAX (A/C, No):</b> (509) 662-1197
<b>INSURED</b> AJ Spray Foam Services LLC, DBA: Slabjack Geotechnical 630 Valley Mall Pkwy #431  East Wenatchee WA 98802	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance Company <b>INSURER B:</b> Ohio Security Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL256471955**REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO127154	03/18/2025	03/18/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAS54790127	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	\$						
	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GLO127154	03/18/2025	03/18/2026	E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

Project: City of Spokane Aquatic Centers Pool Deck Leveling and Joint Sealing Project

Certificate holder is additional insured per written contract.

**CERTIFICATE HOLDER****CANCELLATION**CITY OF SPOKANE PARKS & RECREATION  
808 W SPOKANE FALLS BLDV

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 REPRESENTATIVE

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STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

May 29, 2025

WA UBI No.	603 107 839
L&I Account ID	620,844-00
Legal Business Name	AJ SPRAY FOAM SERVICES LLC
Doing Business As	SLABJACK GEOTECHNICAL
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2025 "4 to 6 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	SLABJG*833K2
License Expiration	05/22/2027

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

**Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf			<b>Committee meeting date:</b> June 10, 2025
<b>Requester</b>	Berry Ellison		<b>Phone number:</b> 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	2024-0834			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)			<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	General Industries, Inc. Contract Amendment #1 / Qualchan Golf Course Pumphouse Project (\$9,647.55 plus 9.1% tax)			
<b>Begin/end dates</b>	Begins: 03/01/2025		Ends: 06/30/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> During construction of the Qualchan Golf Course Irrigation Pump Station & Building, General Industries, Inc., was directed by Parks and Golf Staff to perform added-value improvements. The added work included an idiosyncratic autofill device, additional electric outlet, blowout assembly, protective window screen, and extra materials for future repairs.  This project is funded by the City of Spokane Water Department (Utilities Division).				
<b>Motion wording:</b> Motion to Approve General Industries, Inc. Contract Amendment #1 for the Qualchan Golf Course Pumphouse Project in the amount of \$9,647.55 plus 9.1% tax.				
<b>Approvals/signatures outside Parks:</b> <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				
<b>Distribution:</b> Parks – Accounting    nhamad@spokanecity.org Parks – Sarah Deatrich    mpoirier@spokanecity.org Requester: bellison@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$9,647.55 plus 9.1% tax    Budget code: 4250-42300-94340-56501-11121				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Business license    Expiration date: 7/31/25 <input checked="" type="checkbox"/> Insurance Certificate				

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

NAME OF CONTRACTOR: General Industries, Inc

PROJECT TITLE: Qualchan Golf Course Pumphouse Project

CITY CLERK CONTRACT NUMBER: OPR# 2024-0834

DESCRIPTION OF CHANGE:	AMOUNT:
Item 1: PCO#2 Add Hazmat Abatement .....	\$1,704.59
Item 2: PCO#5 Add Autofill Valve Assembly.....	\$4,418.88
Item 3: PCO#6 Add Electrical Receptacle.....	\$609.84
Item 4: PCO#7 Add Irrigation Blowout Assembly.....	\$440.29
Item 5: PCO#8 Add Extra Siding for Future Repairs.....	\$692.48
Item 6: PCO#9 Add Extra Shingles for Future Repairs.....	\$409.44
Item 7: PCO#10 Add Extra Stone veneer for Future Repairs.....	\$444.03
Item 8: PCO#11 Add Louver Protective Screen.....	\$928.00

TOTAL AMOUNT: \$9,647.55

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$429,565.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$0.00
CURRENT CONTRACT AMOUNT	\$429,565.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$9,647.55
<b>REVISED CONTRACT SUM</b>	<b>\$439,212.55</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	04/14/2025
CURRENT COMPLETION DATE	04/14/2025
<b>REVISED COMPLETION DATE</b>	<b>04/14/2025</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Approved as to form: \_\_\_\_\_ Assistant City Attorney



**City of Spokane**  
**PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project**

**Potential Change Order (PCO) #2**  
**Demolition Permit**

Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT 15%	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total				
Asbestos Survey (Allwest Testing)	1	ea	1,100.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00		1,100.00	0.15	165.00	1,265.00
NOI - Spokane Regional Clean Air	1	ea	297.25	297.25	0.00	0.00	0.00	0.00	0.00	0.00		297.25	0.15	44.59	341.84
City of Spokane Demolition Permit	1	ea	85.00	85.00	0.00	0.00	0.00	0.00	0.00	0.00		85.00	0.15	12.75	97.75
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #2</b>				<b>1,482.25</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>1,482.25</b>		<b>222.34</b>	<b>1,704.59</b>

"Mult". This represents the percentage mark-up per WSDOT

24-16-09-01



GEOTECHNICAL | ENVIRONMENTAL  
MATERIALS TESTING | SPECIAL INSPECTION

AN EMPLOYEE-OWNED COMPANY

Please Remit Payment to:  
**ALLWEST Testing & Engineering, Inc**  
690 W Capstone Ct  
Hayden, ID 83835

General Industries, Inc.

PO Box 13454  
Spokane, WA 99213

**Project :924-080E Qualchan Golf Course Pump House -  
ACM**

For Services Rendered Through 10/27/2024

**INVOICE**

No. 238457

Invoice Date: 10/28/2024

Due Date: 11/27/2024

Invoice for Limited Hazardous Materials Survey ✓ 924-080E Qualchan Golf Course Pump House - ACM, 301 E. Meadowlane Road, Spokane, WA

**Professional Services**

Fee this Period: \$1,100.00

**Total: \$1,100.00**

Current Fee Total: \$1,100.00

Invoice Amount

\$1,100.00 ✓

**Prior Billing Information**

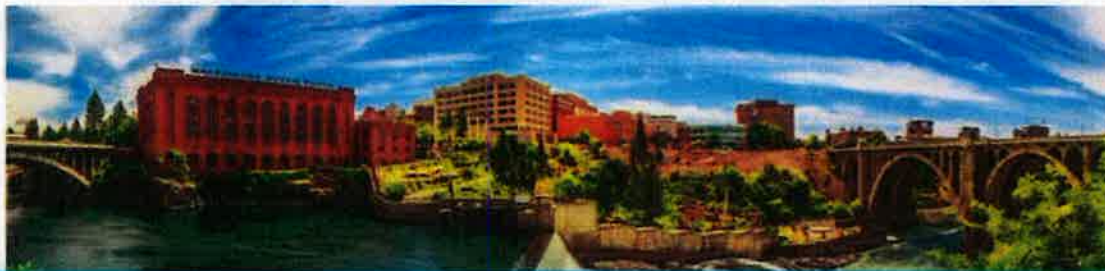
Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
Total Prior Billing					

All invoices are due within thirty (30) days. Invoices not paid within thirty (30) days will be assessed a late penalty of 1.5% per month.

690 W. Capstone Court Hayden, ID 83835 Phone (208) 762-4721 Fax (208) 762-0942

hayden@allwesttesting.com  
www.allwesttesting.com

Page 1 of 1



working with you for clean air

Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

## Step 3: Confirmation and Receipt

24-16-09-01

# Result: Payment Authorized

## Confirmation Number: 164143847

Your payment has been authorized successfully and payment will be processed.

Spokane Regional Clean Air Agency thanks you for your payment. For questions about your account, please call 509-477-4727 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

### My Bills

Description	Amount
Asbestos NOI payment of \$290.00 on Internal NOI Reference Number 21740	\$290.00

Subtotal:	\$290.00
Convenience Fee:	\$7.25
Total Payment:	\$297.25

### Customer Information

Company Name: General Industries, Inc  
First Name: Paul  
Last Name: Velardi  
Address Line 1: 814 S. Dishman Rd  
Address Line 2:  
City: Spokane Valley  
State: Washington  
Zip Code: 99206  
Phone Number: (509) 939-1524  
Email Address: PAUL@GENERALINDUSTRIESINC.COM

### Payment Information

Payment Date: 10/12/2024  
Card Type: MasterCard  
Card Number: \*\*\*\*\*1455

Print

Finished

# City of Spokane Receipt

Receipt Number: 1179387



Development Services Center  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6300  
Fax: (509) 625-6822  
my.spokanecity.org

<b>Site Information:</b>		Date Issued:	10/28/2024
Parcel #:	34052.0003	Permit Type:	Demolition Permit
Address:	301 E Meadow Lane RD, SPOKANE, Parent Permit : WA 99223		
Permit #:	B2418349DEMO	Processed By:	PUB

**Applicant:**

GENERAL INDUSTRIES INC  
814 S Dishman Rd  
Spokane Valley, WA 99206

24-16-09-01

5099284268

**Description of Work:** Demo of commercial building

Fee Item	Quantity	Units	Amount
Processing Fee	1	25	\$25.00
State Building Code Commercial Fee	1		\$25.00
Other Structures Fee	384		\$35.00
<b>Total Fees:</b>			<b>\$85.00</b>

Payments:	Payment Comment:	Date Paid:	Cashier:	Ref #:	Amount:
Credit Card		10/28/2024	PUB		\$85.00
Payor: Paul Velardi					

**Estimated Balance Due:** \$0.00

# This Is Not A Permit

## City of Spokane

## PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project

## Potential Change Order (PCO) #5

## Add Autofill Valve

Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total				
United Crown	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,383.68	2,383.68	0.00	0.00	2,383.68
2" PVC thru concrete stem wall	1	pc	2.25	2.25	1.00	66.95	66.95	0.00	0.00	0.00		69.20	0.21	14.53	83.73
2" PVC thru Wet Well	1	pc	2.25	2.25	1.00	66.95	66.95	0.00	0.00	0.00		69.20	0.21	14.53	83.73
Roto Hammer Wet Well and Grout pipe penetration	1	grout	5.50	5.50	2.00	66.95	133.90	0.00	0.00	0.00		139.40	0.21	29.27	168.67
1" Poly Pipe	1	rol	115.00	115.00	5.00	66.95	334.75	0.00	0.00	0.00		449.75	0.21	94.45	544.20
3/4" Pipe and Fittings	1	lot	74.14	74.14	3.00	66.95	200.85	0.00	0.00	0.00		274.99	0.21	57.75	332.74
Auto Valve	1	ea	221.21	221.21	1.00	66.95	66.95	0.00	0.00	0.00		288.16	0.21	60.51	348.67
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #5</b>				<b>420.35</b>	<b>13.00</b>		<b>870.35</b>	<b>0.00</b>		<b>0.00</b>	<b>2,383.68</b>	<b>3,674.38</b>		<b>271.05</b>	<b>3,945.43</b>

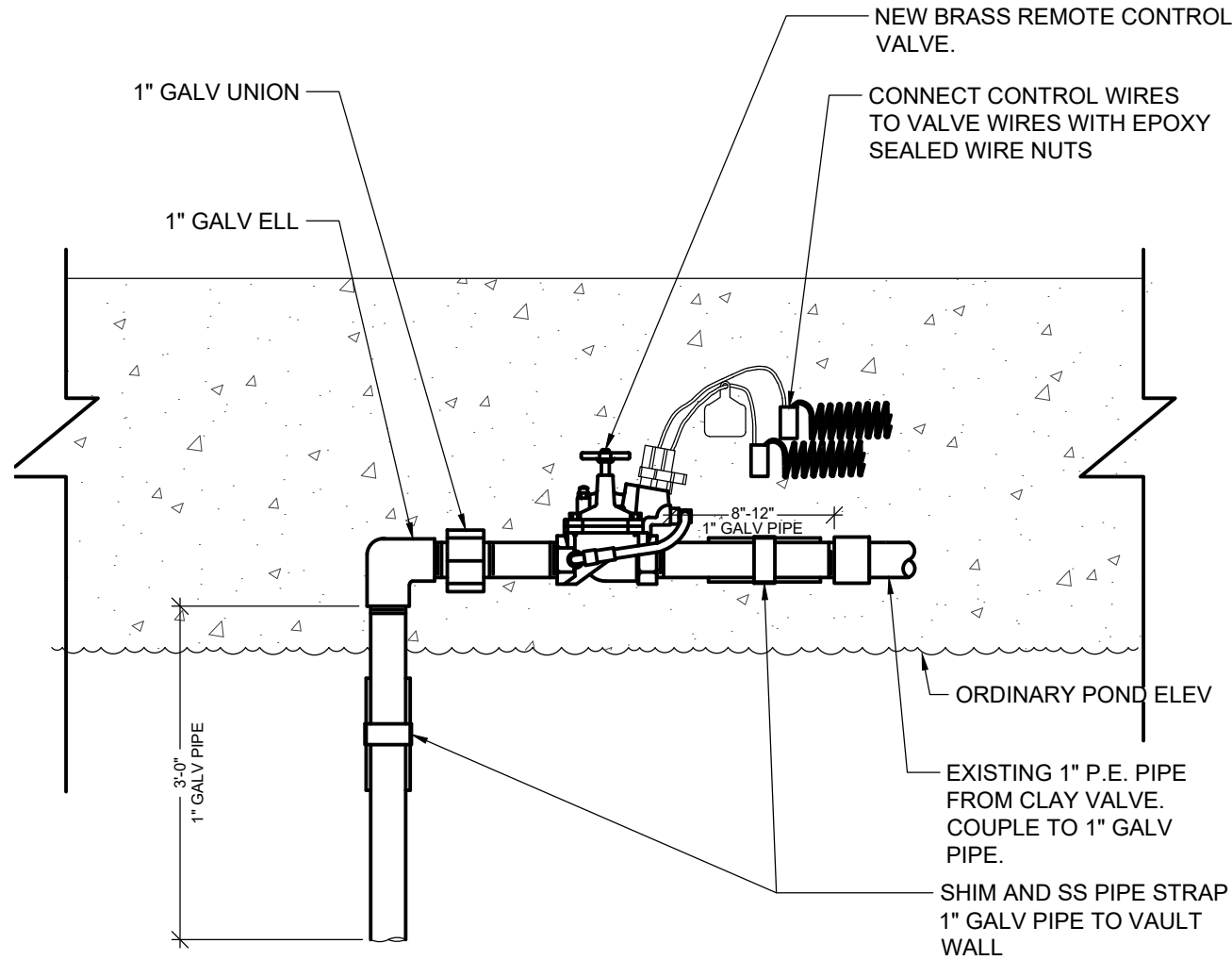
General Contractor Mar-up on Subcontractor - 12% per WSDOT 1-09.6

473.45

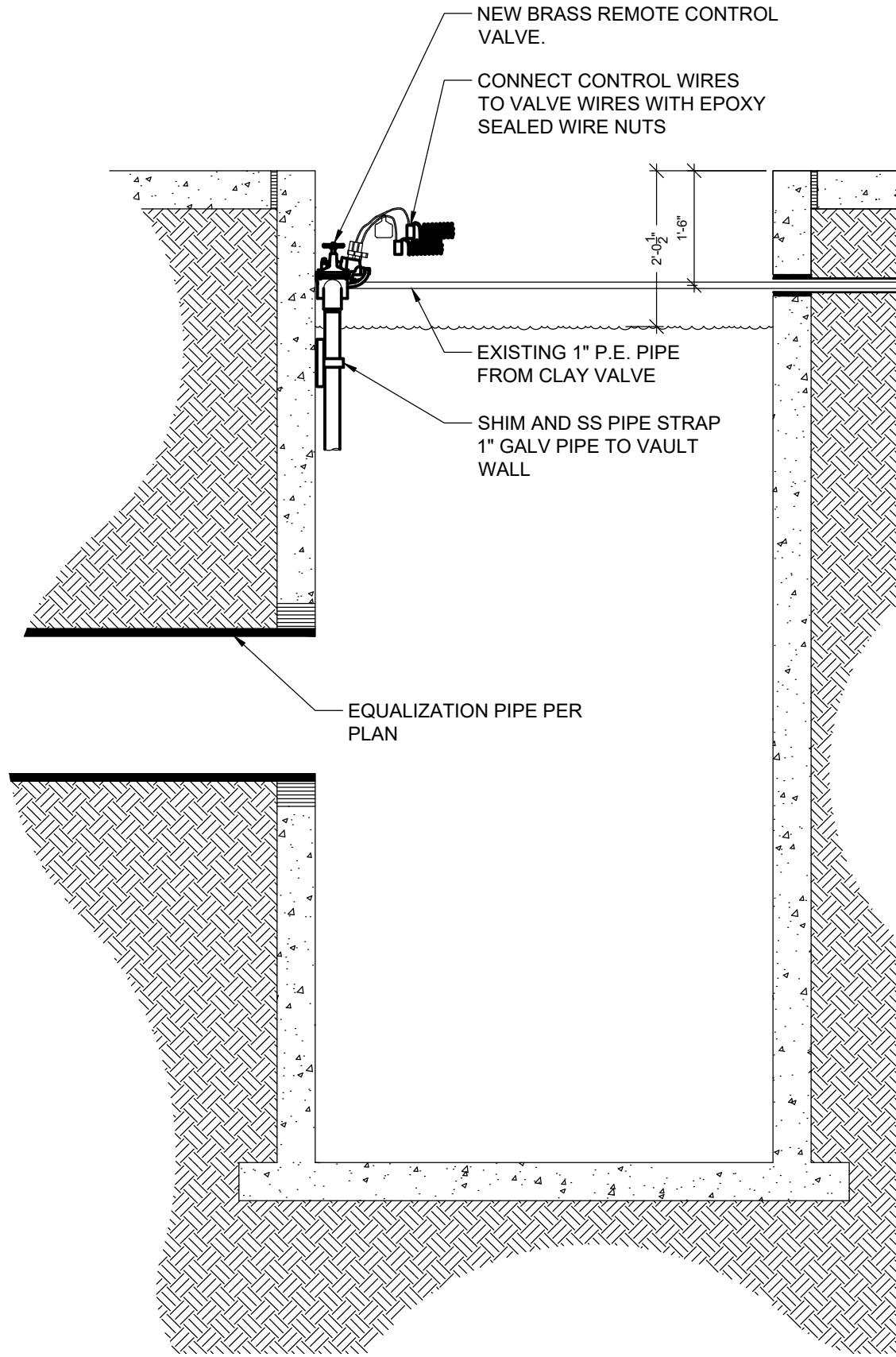
PCO Total

4,418.88

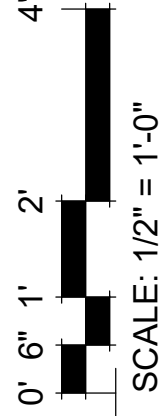
\*\* "Multiplier" given in WSDOT 1-09.6



ENLARGEMENT NTS



AUTOFILL SLEEVE DETAIL



QUALCHAN GOLF COURSE  
PUMPHOUSE PROJECT  
AUTOFILL VALVE SLEEVE R1

DATE: 03-25-2025  
DRAWN BY: BSE  
CHECKED BY: BSE  
PROJECT NO: 2028-0834



April 21, 2025

**Creek at Qualchan Golfcourse  
301 E Meadowlane Rd  
Spokane, WA 99224**

Estimate # 23645

**Level Control Valve and Dosing Pump Wiring**

To Our Valued Customer:

We are pleased to submit the following estimate/proposal for your project. Our estimate is based off of installing new control components and wiring to implement the use of a new level control valve.

*Estimated cost to perform work stated above:*

- 1 ea. 1500 VA Control Transformer
- 1 ea. Breaker,CKT,2A,1P
- 1 ea. Breaker,CKT,1A,1P
- 1 ls. Misc. Electrical
- 1 ls. Updated Electrical Drawings
- 1 ls. Labor To Install Items Listed Above

**APPROVED**

*Berry S. Ellison*

**Total      \$2,383.68**

*NOTE: The above estimate is limited to items listed above.*

Please note that the above estimate/proposal is based on estimated distances and materials required to complete the project. Actual distances, materials used, and/or additional labor to complete the project will be adjusted at final billing. If you need additional information on the equipment selected for this type of installation, please contact our office. Thank you for the opportunity to provide you with this estimate.

Estimate Good for 30 Days

**United Crown Pump & Drilling**

By: \_\_\_\_\_ Bradon DeBoer  
Project Manager

Acceptance Signature: \_\_\_\_\_ /\_\_/\_

3125 West Hayden Ave Hayden Lake Idaho 83835

208-772-7867 Fax 208-772-7229

Idaho Contractor Business Licenses # RCE-4153

Idaho Electrical Licenses # ELE-C-13567









# H.D. FOWLER COMPANY

REMIT: PO Box 84368, Seattle, WA 98124

Invoice  
Number

16969275

SPWH  
# 072885

Corporate Office  
3633 136th PI SE, Ste 100, Bellevue, WA 98006  
PO Box 160, Bellevue, WA 98009-0160  
Phone 425-654-8800 \* Fax 425-641-8885

Spokane Branch  
410 N Park Rd  
spokane valley, WA 99212  
(509) 568-8400 Fax (509) 568-8405



To:

T-0 GENERAL INDUSTRIES INC  
814 S DISHMAN RD  
SPOKANE VALLEY WA 992063118

Ship to: HD Fowler Company - Spokane 1/1

spokane valley WA 99212

Order#  
08477230

Inv Date:  
04/08/25

Order Writer:  
Jason Shuman

Terms: NET 10TH PROX

Due: 05/10/25

PO/JOB: QUALCHAN

FOB: H. D. FOWLER

Ship Via: Will-Call Here (Order

QUALCHAN GOLF COURSE PUMP ST

Line	Qty Ship'd	Qty BO'd	UoM	Part # Description	Unit Price	Extended Price	T X
24	1	0	EA	100-EFB-CP 1" BRASS VALVE RAIN BIRD	221.210	221.21	
28	1	0	EA	1" SCH 80 PVC MALE ADAPTER SXT	7.570	7.57	

Sub total 228.78

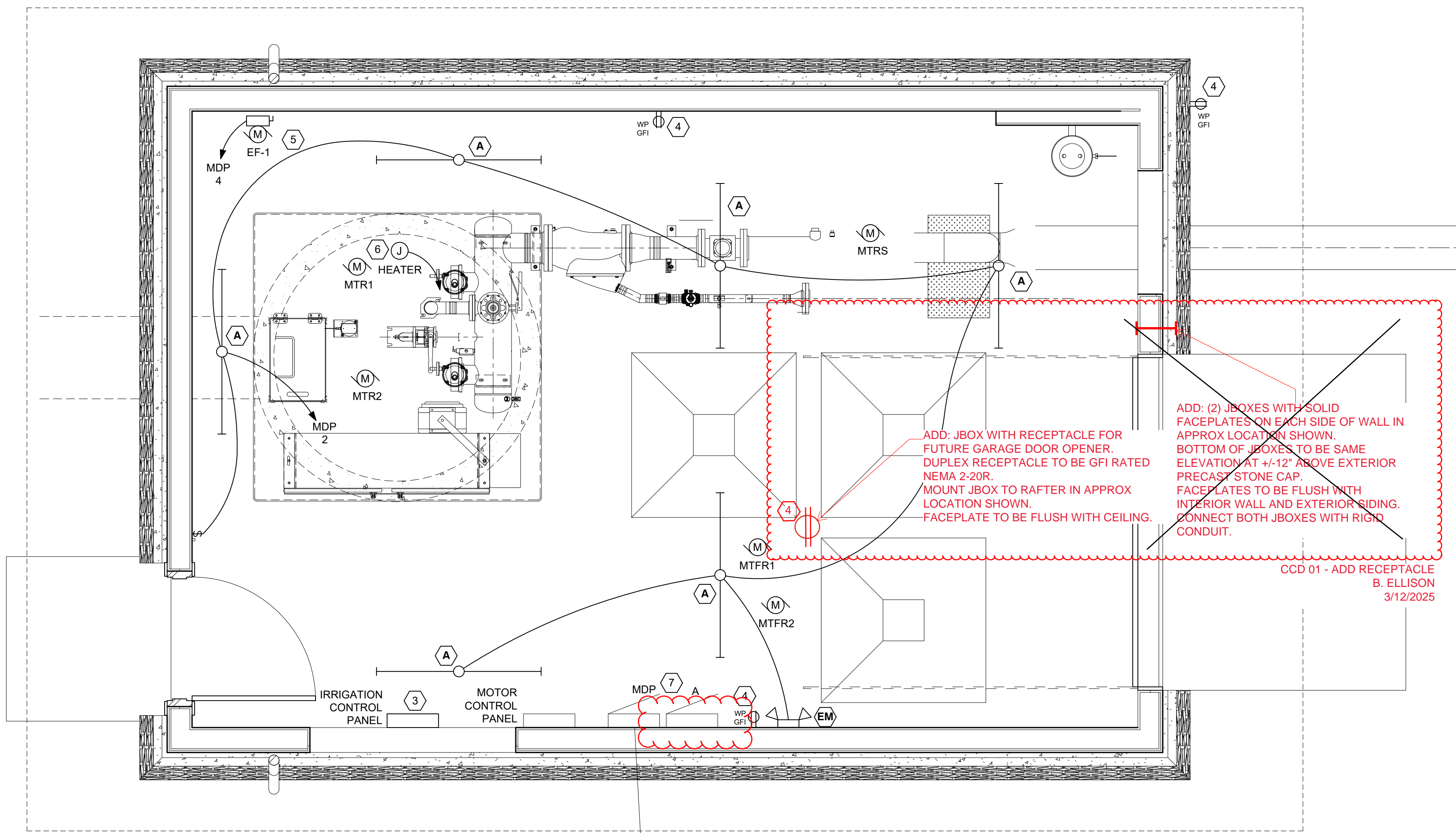
Freight 0.00

Tax 0.00

Grand Total 228.78

danny

<p><b>City of Spokane</b></p> <p><b>PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project</b></p> <p><b>Potential Change Order (PCO) #6</b></p> <p><b>Adding electrical devices</b></p>															
Description	Material				Labor			Equipment			Subcontract		MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total	COST TOTAL	**		
Rocklyn Electric	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	450.00	0.21	94.50	544.50
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #4</b>				0.00	0.00		0.00	0.00		0.00	<b>450.00</b>	<b>450.00</b>		<b>94.50</b>	<b>544.50</b>
<b>General Contractor Mar-up on Subcontractor - 12% per WSDOT 1-09.6</b>															<b>65.34</b>
<b>PCO Total</b>															<b>609.84</b>
** "Multiplier" given in WSDOT 1-09.6															



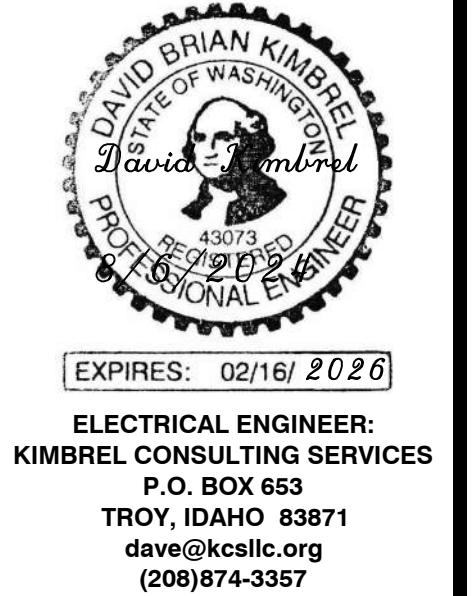
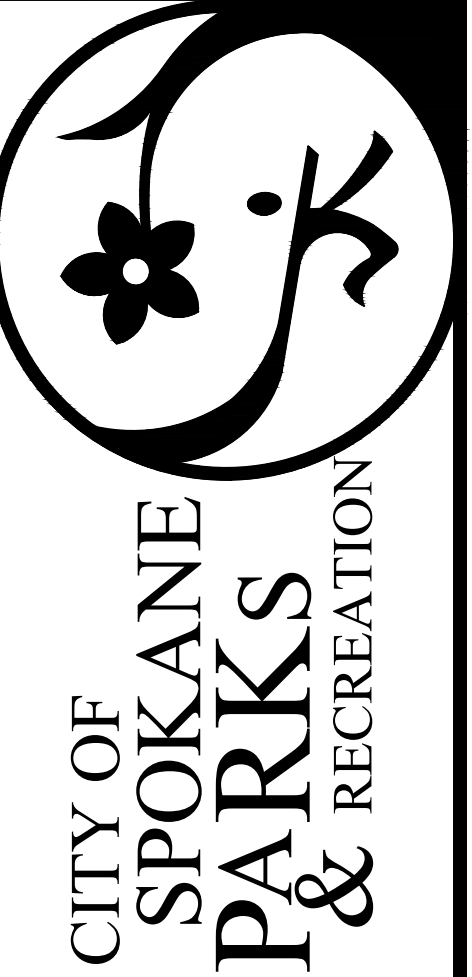
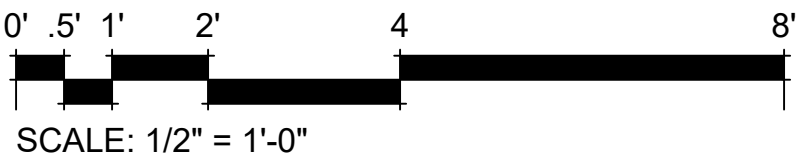
LOCATED PUMPHOUSE FED FROM MDP VIA XFMR A						PANEL A (N)						KIMBREL CONSULTING SVCS LLC					
CKT NO.	TRIP AMPS	LOAD DESCRIPTION	LOAD (VA)					CKT NO.	TRIP AMPS	LOAD DESCRIPTION	LOAD (VA)						
			LTS	REC	MOT	APP	KITCH				LTS	REC	MOT	APP	KITCH		
1	20/1	IRRIGATION CONTROL				1,000		2	20/1	SPARE							
3	20/1	IRRIGATION CONTROL				1,000		4	20/1	SPARE							
5	20/1	IRRIGATION CONTROL				1,000		6	20/1	SPARE							
7	20/1	SPARE						8	20/1	SPARE							
9	20/1	SPARE						10	20/1	SPARE							
11	20/1	SPARE						12	20/1	SPARE							

TOTAL CONNECTED		PHASE A 2,000		PHASE B 1,000	
CONNECTED LOAD		FACTOR	NEC REF	DEMAND LOAD	
LIGHTING		1.25	220-10b	=	
RECEPTACLES TO 10KVA		1.00	220-13	=	
RECEPTACLES > 10KVA		0.50	220-13	=	
MOTORS & COMPRESSORS		1.00	430-24	=	
MOTOR LARGEST		0.25	430-24	=	
APPLIANCES	3,000	1.00		=	3,000
KITCHEN		0.70	220-56	=	(LARGEST TWO)
TOTAL CONNECTED	3,000 (VA) 13 (AMPS)		TOTAL DEMAND	3,000 (VA) 13 (AMPS)	

KEYNOTES

- UTILITY TRANSFORMER, EXISTING TO REMAIN.
- U/G SECONDARY. REMOVE BACK TO UTILITY TRANSFORMER. INSTALL NEW.
- IRRIGATION CONTROL PANEL LOCATED INSIDE EXISTING PUMPHOUSE (EXACT LOCATION NOT SHOWN). REMOVE AND REINSTALL IN WEATHERPROOF ENCLOSURE OUTSIDE OF PUMPHOUSE DEMO/CONSTRUCTION AREA. RECONNECT ALL CONTROL WIRING AS NEEDED. PROVIDE TEMPORARY POWER TO IRRIGATION CONTROL PANEL FOR DURATION OF DEMO/CONSTRUCTION. REINSTALL IRRIGATION CONTROL PANEL IN NEW PUMPHOUSE. REMOVE TEMPORARY POWER.
- FEED FROM PUMP CONTROL PANEL CB1. EXTERIOR RECEPTACLE IS ABOVE BASALT VENEER. INTERIOR RECEPTACLES ARE +42" AFF.
- EXHAUST FAN FOR CROSS VENTILATION SYSTEM PROVIDED WITH THERMOSTAT FOR AUTO ON/OFF CONTROL AND MANUAL OVERRIDE.
- FEED HEATER FROM MOTOR CONTROL PANEL. DETERMINE EXACT LOCATION OF HEATER DURING CONSTRUCTION.
- MOUNT XFMR A ABOVE MDP AND PANEL A.

ELECTRICAL POWER & LIGHTING PLAN



QUALCHAN PUMPHOUSE  
301 MEADOWLANE ROAD SPOKANE, WA 99224  
ELECTRICAL PLAN

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

DATE: 8.6.24  
DRAWN BY: DBK  
CHECKED BY: DBK  
PROJECT NO: 2024-0016

REVISION  
1 3  
2 4

SHEET 2 OF 2  
E201  
SHEET ABBREVIATION

B2415034

City of Spokane  
PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project

Potential Change Order (PCO) #7  
Blowout Assembly

Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total		**		
HD Fowler	1	lot	162.86	162.86	1.00	95.08	95.08	0.00	0.00	0.00		257.94	0.21	54.17	312.11
Labor to gather materials	0		0.00	0.00	1.00	66.95	66.95	0.00	0.00	0.00		66.95	0.21	14.06	81.01
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #7</b>			<b>162.86</b>		2.00		<b>162.03</b>	0.00		0.00	<b>0.00</b>	<b>324.89</b>		<b>68.23</b>	<b>393.12</b>
<b>General Contractor Mar-up on Subcontractor - 12% per WSDOT 1-09.6</b>															<b>47.17</b>
<b>PCO Total</b>															<b>440.29</b>
** "Multiplier" given in WSDOT 1-09.6															



## Construction Change Directive

<b>Project Name:</b>	Qualchan Pump House Renovation	<b>CCD No:</b>	2
		<b>Date:</b>	03/26/2023
<b>Owner:</b>	City of Spokane Parks & Recreation		
<b>Contractor:</b>	General Industries	<b>Architect/Eng:</b>	Irrigation Technologies

When signed by the Owner and received by the Contractor this document become effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described below:

- Description:** Blowout valve assembly to include:
- (1) threaded brass bushing (port size x 1")
  - (1) 1" brass ball valve
  - (1) 1" threaded brass tee
  - (4) 1" brass close nipples
  - (2) Rainbird 44 LRC 1" quick couplers

The attached photo illustrates valve assembly. Place quick couplers in the horizontal plane, if possible. All brass for the piping and components preferred.

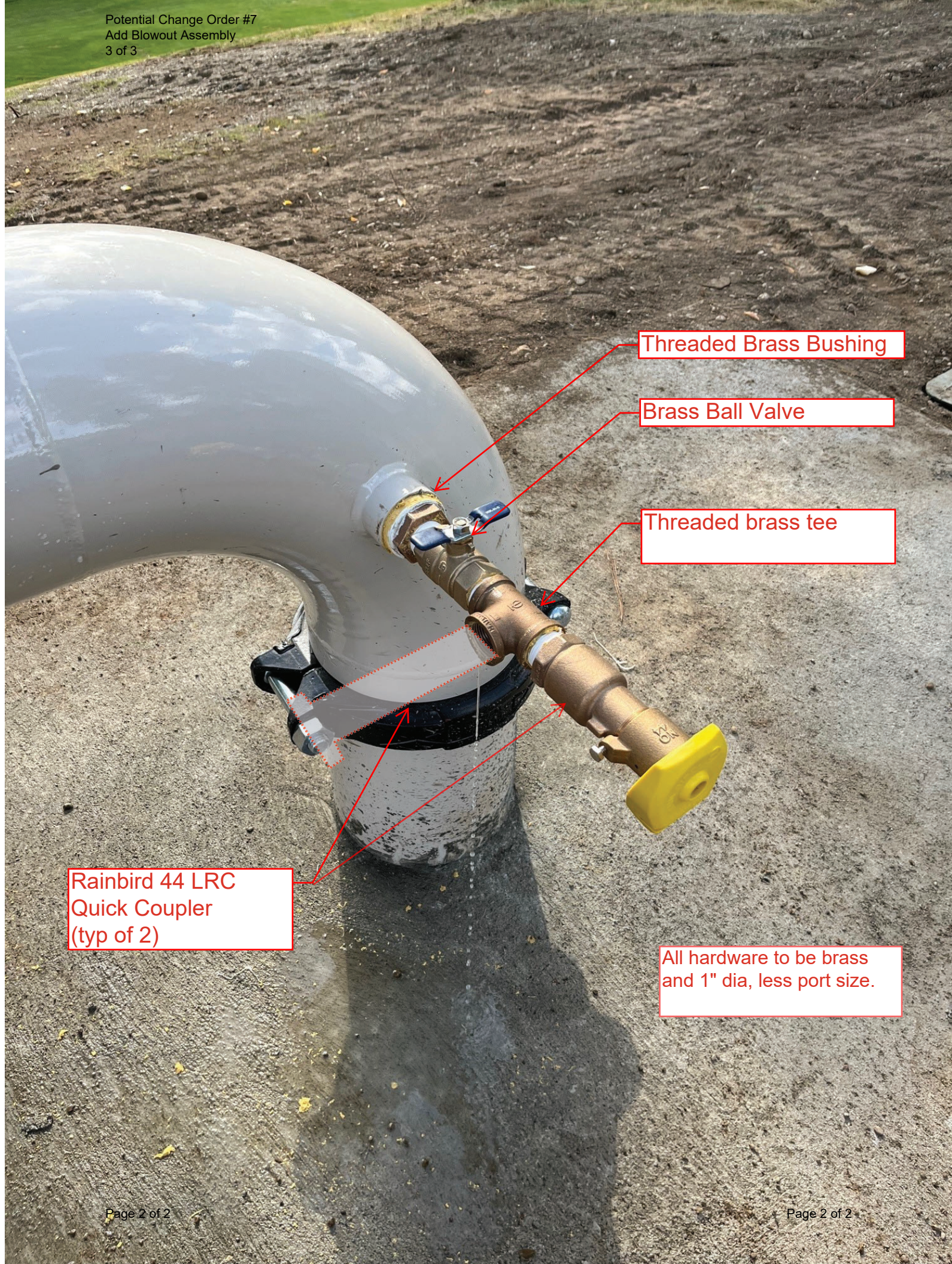
**Justification:** Maintenance device was missing from improvement plans.

1. This CCD will be performed (*Lump Sum*,) with Not to Exceed pricing as follows: (Contractor shall provide T&M sheets for all labor, materials and equipment at a minimum of a weekly basis).
2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is (an increase of \_\_\_\_ days) (a decrease of \_\_\_\_ days).

The Contractor is to submit pricing within 15 day of this authorization, if not already submitted. This Change and Cost will be incorporated into a Change Order once the cost is finalized and accepted.

<b>Recommended:</b> (A/E)	<b>Authorized:</b> (Owner)	<b>Accepted:</b> (Contractor)
By: <u>Berry Ellison, WA PLA</u>	By: <u>Berry Ellison, CM</u>	By: _____
Date: <u>03/26/25</u>	Date: <u>03/25/25</u>	Date: _____





Threaded Brass Bushing

Brass Ball Valve

Threaded brass tee

Rainbird 44 LRC  
Quick Coupler  
(typ of 2)

All hardware to be brass  
and 1" dia, less port size.



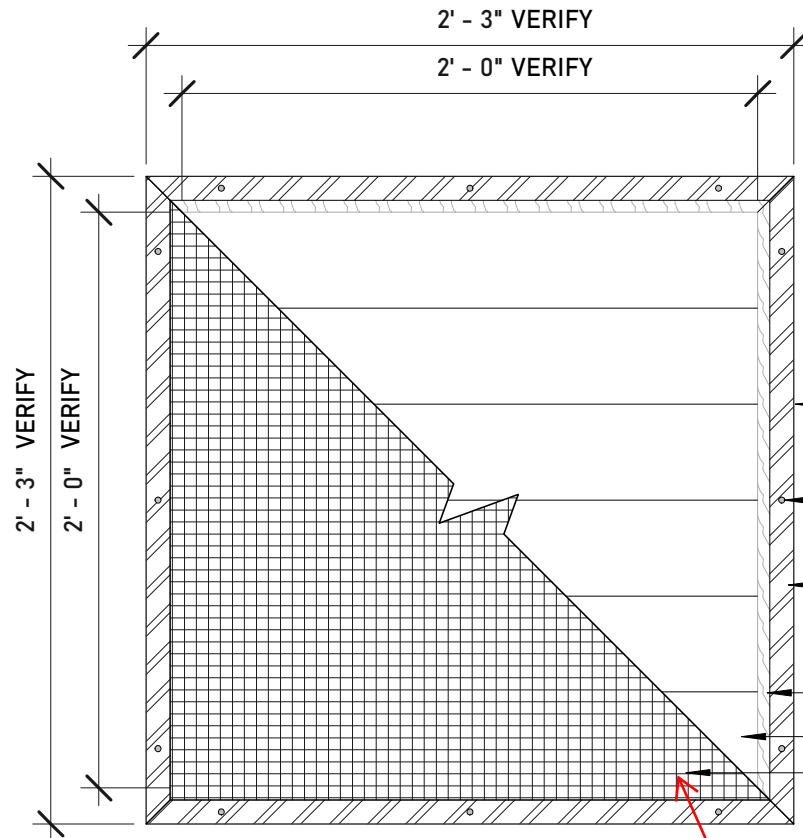
<p><b>City of Spokane</b></p> <p><b>PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project</b></p> <p><b>Potential Change Order (PCO) #8</b></p> <p><b>Extra Siding</b></p>															
Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total		**		
BuildersFirst Source Staggered Siding	35	ea	10.20	357.00	0.00	0.00	0.00	0.00	0.00	0.00		357.00	0.21	74.97	431.97
BuildersFirst Source TX Smart Strand Trim	7	14.07	10.20	71.40	0.00	0.00	0.00	0.00	0.00	0.00		71.40	0.21	14.99	86.39
Primed and Painted	1	lot	10.00	10.00	2.00	66.95	133.90	0.00	0.00	0.00		143.90	0.21	30.22	174.12
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #8</b>			<b>438.40</b>		<b>2.00</b>		<b>133.90</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>572.30</b>		<b>120.18</b>	<b>692.48</b>
<b>PCO Total</b>															<b>692.48</b>
** "Multiplier" given in WSDOT 1-09.6															

<p><b>City of Spokane</b></p> <p><b>PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project</b></p> <p><b>Potential Change Order (PCO) #9</b></p> <p><b>Extra Shingles</b></p>															
Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total		**		
Timberline ASilvShingles	3	bundles	90.47	271.41	1.00	66.97	66.97	0.00	0.00	0.00		338.38	0.21	71.06	409.44
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #9</b>				271.41	1.00		66.97	0.00		0.00	0.00	338.38		71.06	409.44
<b>PCO Total</b>															<b>409.44</b>
** "Multiplier" given in WSDOT 1-09.6															



<p><b>City of Spokane</b></p> <p><b>PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project</b></p> <p><b>Potential Change Order (PCO) #10</b></p> <p><b>Extra Stone Veneer for Future Repairs</b></p>															
Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total		**		
Extra Stone Veneer for Future Repairs	1	bundles	300.00	300.00	1.00	66.97	66.97	0.00	0.00	0.00		366.97	0.21	77.06	444.03
4-Corners, 4 Siding & 4 Sill	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #9</b>				300.00	1.00		66.97	0.00		0.00	0.00	366.97		77.06	444.03
<b>PCO Total</b>															<b>444.03</b>
** "Multiplier" given in WSDOT 1-09.6															

<p><b>City of Spokane</b></p> <p><b>PW ITB #6211-24 - Qualchan Golf Course Pumphouse Project</b></p> <p><b>Potential Change Order (PCO) #11</b></p> <p><b>Lougee Protector for Exhaust Fan</b></p>															
Description	Material				Labor			Equipment			Subcontract	COST TOTAL	MULT	O&P	TOTAL
	Quantity	Unit	Unit Cost	Total	Quantity	Rate/hr	Total	Hours	Rate/hr	Total	Total		**		
Fabrication	1	ea	633.00	633.00	2.00	66.97	133.94	0.00	0.00	0.00		766.94	0.21	161.06	928.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.21	0.00	0.00
	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.15	0.00	0.00
<b>PCO #9</b>				<b>633.00</b>	2.00		<b>133.94</b>	0.00		0.00	<b>0.00</b>	<b>766.94</b>		<b>161.06</b>	<b>928.00</b>
<b>PCO Total</b>															<b>928.00</b>
** "Multiplier" given in WSDOT 1-09.6															



ALL STEEL TO BE CHEMICALLY CLEANED AND FREE OF MILL SCALE, DIRT, GREASE, OIL AND/OR OTHER CONTAMINANTS.  
APPLY ONE (1) COAT COMMERCIAL GRADE PRIMER AND TWO (2) COATS COMMERCIAL GRADE UV RESISTANT EXTERIOR PAINT. COLOR: LOUVER ON WEST EXTERIOR WALL (DK BROWN).

CAULK EXTERIOR JOINT/TRANSITION BETWEEN WOOD AND STEEL FRAME AND PAINT TO MATCH **TAN SIDING**

ATTACH WITH STAINLESS STEEL SCREWS, PAINT HEADS **PER NOTES ABOVE**

1" WIDE 14GA STEEL U CHANNEL FRAME, WELDED ALL FOUR CORNERS. DEBURR SCREW HOLES AND PAINT **PER NOTES ABOVE**

EXISTING WOOD FRAME 1.5" THICK (BEYOND) CURRENTLY PAINTED  
LOUVER BEYOND  
STEEL SQUARE WIRE MESH, 11GA, 1/2"x1/2" OPENING AREA. PAINT **PER NOTES ABOVE**

Rotate mesh  
45degrees to create  
diamond pattern.



GALLOWAY ARCHITECTURE LABORATORY  
QUALCHAN PUMP HOUSE  
4.16.25  
1 1/2" = 1'-0"

COMMENTS BY  
BERRY ELLISON, CONST MANAGER  
CITY OF SPOKANE  
APRIL 16, 2025

**CA102**  
WIRE MESH FRAME



< 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

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**Check if your browser is supported**





GENEIND-01

MNEIGHBORS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: <b>James Clegg</b>	
	PHONE (A/C, No, Ext): <b>(509) 789-7438</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>James.Clegg@MarshMMA.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Cincinnati Casualty Company</b>	<b>28665</b>
INSURED  <b>General Industries Inc PO Box 13454 Spokane Valley, WA 99213-3454</b>	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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.

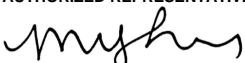
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP 0666490	10/6/2024	10/6/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>WA STOP GAP</b> \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0666490	10/6/2024	10/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			EPP 0666490	10/6/2024	10/6/2025	EACH OCCURRENCE \$ <b>7,000,000</b> AGGREGATE \$ <b>7,000,000</b> \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Installation Floater			EPP 0666490	10/6/2024	10/6/2025	Per job/temp/transit \$ <b>50,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Qualchan Golf Course Pumphouse Project

The City of Spokane, its officers and employees are additional insured in accordance with the terms and conditions of the policy, per attached forms.

## CERTIFICATE HOLDER

## CANCELLATION

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 REPRESENTATIVE 



STATE OF WASHINGTON

Department of Labor & Industries

# Certificate of Workers' Compensation Coverage

September 11, 2024

WA UBI No.	600 622 321
L&I Account ID	503,421-00
Legal Business Name	GENERAL INDUSTRIES INC
Doing Business As	GENERAL INDUSTRIES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2024 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	GENERII147MT
License Expiration	12/14/2025

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

**Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance			<b>Committee meeting date:</b> June 10, 2025
<b>Requester</b>	Jason Conley		<b>Phone number:</b>	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	New OPR    Cross Ref: OPR 2019-0848			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K (Maintain and Care)	<b>Master Plan Priority Tier:</b> (pg. 171-175)	Second Tier	
<b>Item title:</b> (Use exact language noted on the agenda)	Continuation of Parks Fleet Replacement Pilot Program			
<b>Begin/end dates</b>	Begins: 07/01/2025		Ends: 06/30/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> In March of 2019, Parks commenced a pilot program of lease to own vehicles. Parks had approximately 50 light duty vehicles, with an average fleet age of 14.9 years of age prior to beginning this program. Parks has replaced 49 vehicles in this program (19 lease returns/1 accident loss) under this program and desires to replace/lease return existing inventory. Parks has 8 vehicles scheduled for lease return credit in June 2025. Estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs. Parks was spending over \$150,000 per year on maintenance and repair costs for the existing fleet, prior to the pilot. Under this pilot program, Parks leases each vehicle and has the opportunity to sell back the vehicle at a price equal or greater than the original purchase price. Over time, this program will refresh the entire fleet and provide the estimated savings stated above. Due to the market volatility of new vehicles, strong resale and severe shortages of critical components, 2026 orders must be placed now, to secure 2026 vehicle delivery from the manufactures.				
<b>Motion wording:</b> Approve the continuation of the Parks fleet replacement pilot program in 2025-2026 for additional lease-to-own payments not to exceed \$180,000.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Enterprise Fleet Name: Cody Bykonen    Email address: cody.rbykonen@efleets.com    Phone: (425) 917-6308				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$180,000    Budget code: Existing fleet budgets				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance			<b>Committee meeting date:</b> June 10, 2025
<b>Requester</b>	Nick Hamad			<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-0236			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L: Funding Futures	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier	
<b>Item title:</b> (Use exact language noted on the agenda)	Amendment #2 - Spokane County Interlocal Agreement / Make Beacon Hill Public Phase 2 Project (\$12,000 expense).			
<b>Begin/end dates</b>	Begins: 06/12/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
<b>Background/history:</b> This document makes the second amendment to the 'Make Beacon Hill Public' interlocal agreement with Spokane County to designate \$12,000 of Spokane County's \$800,000 project allocation toward County Park Staffing expenses to support the City with project management and construction administration efforts for the John H. Shields portion of the Make Beacon Hill Public - Phase 2 project.  This also adjusts the agreement 'roles and responsibilities' to reflect this change.				
<b>Motion wording:</b> Motion to approve Amendment #2 to the Interlocal Agreement with Spokane County (\$12,000 expense)				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane County Name: Mary L. Kuney Email address: dchase@spokanecounty.org Phone:				
<b>Distribution:</b> Parks – Accounting Doug Chase Parks – Sarah Deatrich Julia Culp Requester: Nick Hamad Al Vorderbrueggen Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$12,000.00 Budget code: 1950-54920-99999-29170-48082				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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)				

Attachment “1”

SECON DAMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE PARKS & RECREATION DIVISION  
REGARDING MAKE BEACON HILL PUBLIC PHASE 2 PROJECT

**THIS SECON DAMENDED AND RESTATED INTERLOCAL AGREEMENT** (the “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, through its Parks, Recreation & Golf Department, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "County", and CITY OF SPOKANE through its PARKS AND RECREATION DIVISION, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Floor 5, Spokane, WA, 99201, hereinafter referred to as the "City Parks", jointly hereinafter referred to individually as a “Party” or collectively as the "Parties".

**WITNESSETH**

**WHEREAS**, pursuant to the Revised Code of Washington (“RCW”) Chapter 39.34 (Interlocal Cooperation Act) the Parties may contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, the Board of County Commissioners, pursuant to the provisions of RCW 36.32.120(6), has the care of Spokane County property and the management of Spokane County funds and business; and

**WHEREAS**, the County owns 13.47 acres, Assessor’s Tax Parcel No. 35024.9036, and by Board Resolution No. 2022-0415, executed an Interlocal Agreement with City Parks over the care and operations of 16.48 acres of adjacent City Parks ownership (Tax Parcel No. 35024.0001 and the westernmost 5 acres of tax parcel no. 35013.0201), collectively managed by the County and hereinafter referred to as “John H. Shields Park”, and located at 5625 E. Upriver Drive, Spokane, Washington; and

**WHEREAS**, the City of Spokane Park Board, pursuant to the provisions of City of Spokane Charter Article V, has the exclusive jurisdiction and control over City owned park lands and facilities located within and outside the City of Spokane; and

**WHEREAS**, the City owns and manages Camp Sekani Park, consisting of 240.75 acres, including Assessor’s Tax Parcel Nos. 35011.9001, 35011.9002, 35012.9029, 35012.9022, 35012.9023, 36364.9129, and 36364.9133, located at 6707 E. Upriver Drive, Spokane, Washington; and

**WHEREAS**, the Parties have jointly adopted the 2016 Beacon Hill Trail System Preservation Plan (“Beacon Hill Plan”), prepared by Evergreen East Mountain Bike Alliance, as an advisory guide towards the future preservation, maintenance, acquisitions, and expansion of park facilities in the Beacon Hill area, including John H. Shields and Camp Sekani parks; and

**WHEREAS**, pursuant to the Beacon Hill Plan, County and City Parks partnered and jointly successfully applied for two Washington State Recreation & Conservation Office (“RCO”) grants totaling \$1.5 million in 2020 utilizing Spokane County’s Conservation Futures Funding as matching funds to acquire and preserve 250 acres of privately owned land within Beacon Hill as “Make Beacon Hill Public”; and

**WHEREAS**, after successful completion of the Make Beacon Hill Public project, the Board of County Commissioners & City of Spokane Park Board jointly authorized, by County Res. No. 2022-0506 and City resolution OPR 2022-0309, a County-City Parks joint grant application for an RCO-administered Land and Water Conservation Fund grant, RCO grant number 22-1473D, totaling \$1,060,000 to design, permit, construct, enhance, and expand trailhead parking facilities & associated appurtenances at John H. Shields and Camp Sekani parks, hereinafter referred to as “Make Beacon Hill Public Phase 2”, to enhance and expand access to the Beacon Hill Trail System; and

**WHEREAS**, as a component of said grant application, the County pledged to provide \$300,000 in matching funds (“County’s Match”) towards Make Beacon Hill Public Phase 2, which is identified in 2023 in the six-year Parks Capital Improvement Plan (“CIP”) and was approved in the 2023 Spokane County Capital Budget; and

**WHEREAS**, City Parks pledged \$589,000 in matching funds (“City’s Match”) and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant, is desirous of managing and administering the full project budget of \$2,134,000 should said grant application be awarded and funded, and therefore, the County’s Match will be transferred to City Parks to facilitate implementation of the project; and

**WHEREAS**, on February 14, 2023 the Board of County Commissioners adopted County Resolution 2023-0113, formally establishing a partnership to pursue and complete Make Beacon Hill Public Phase 2, to enhance and expand trailhead parking facilities at John H. Shields and Camp Sekani parks, and authorized the execution of an Interlocal Agreement Between Spokane County and the City of Spokane Parks & Recreation Regarding Make Beacon Hill Public Phase 2 Project, which agreement was entered into by the Parties on February 14, 2023 (the “Original Agreement”); and,

**WHEREAS**, the City as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant and lead agency facilitating the implementation of the project have secured services from a 3<sup>rd</sup> party Architectural and Engineering firm AHBL, Inc. in collaboration with County to facilitate public engagement and design and construction document development for John H. Shields and Camp Sekani parks; and,

**WHEREAS**, following design development, AHBL completed updated construction cost estimates for the project as presented to the Board of Spokane County Commissioners on June 25, 2024, which notably exceeded the existing project budget of \$2,134,000 by an estimated shortfall of approximately \$750,000; and

**WHEREAS**, the Parties were desirous of contributing additional funding to the project as

estimated necessary for the project to be completed as planned with construction to commence in 2024 and be completed in 2025 inclusive of awarded RCO-administered Land and Water Conservation Fund grant obligations specific to RCO grant number 22-1473D, totaling \$1,060,000; and

**WHEREAS**, on July 9, 2024 the Board of County Commissioners adopted County Resolution 2024-0395 whereby the County executed the First Amended and Restated Interlocal Agreement Between City of Spokane Parks & Recreation and Spokane County to Facilitate the Make Beacon Hill Public Phase 2 Project (the “First Amendment”) in which the County agreed to provide an additional \$500,000 towards the John H. Shields park portion of the Make Beacon Hill Public Phase 2 project in addition to the \$300,000 previously provided in grant matching funds (“County’s Match”) for a combined total County contribution of \$800,000, for this project which was identified in the 2023 six-year Parks Capital Improvement Plan (“CIP”); and

**WHEREAS**, City Parks agreed to provide an additional \$250,000 towards both the John H. Shields and Camp Sekani parks which combined make up the Make Beacon Hill Public Phase 2 project in addition to the \$589,000 previously provided in grant matching funds (“City’s Match”) for a combined total City contribution of \$839,000 towards Make Beacon Hill Public Phase 2 project and as the designated “primary” and “fiscal” sponsor for the Make Beacon Hill Public Phase 2 grant. The County’s additional contribution will be transferred to City Parks to facilitate implementation of the project; and

**WHEREAS**, The City will designate \$12,000 from the funds received by County, for County Parks staffing expenses to help support the City w/ project management and construction administration efforts of the of the John H. Shields Park portion of the Make Beacon Hill Public Phase 2 project.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the Parties hereto do agree as follows:

## **SECTION 1: PURPOSE**

This Agreement is entered into between the Parties for the purpose of facilitating the transfer and expenditure of the County’s Contribution to City Parks to design, permit, construct, enhance, and expand trailhead parking facilities envisioned in the Make Beacon Hill Public Phase 2 grant application submitted to the Washington State Recreation & Conservation Office in 2022 and as presented in more detail to the Board of Spokane County Commissioners on June 25, 2024 by City and County Parks staff and as further amended herein.

## **SECTION 2: TERM**

This Agreement shall terminate on December 31<sup>st</sup>, 2026, unless terminated earlier as provided for herein. The Parties may extend this Agreement as needed to complete Make Beacon Hill Public Phase 2 through mutual execution of a written amendment thereof.

## **SECTION 3: COUNTY’S CONTRIBUTIONS**

The County transferred to City Parks the County's Match of \$300,000.00 in early 2023 and shall transfer the County's additional contribution of \$500,000 by no later than March 3<sup>rd</sup>, 2025 to be deposited by City Parks in a budget line created and reserved specifically for the Make Beacon Hill Public Phase 2 project and the improvements identified and described in RCO grant number 22-1473D and as presented in more detail to the Board of Spokane County Commissioners on June 25, 2024 by City and County Parks staff. Should the City complete the combined project for less than the cost (total project budget) as estimated and presented to the Board of Spokane County Commissioners on June 25, 2024; City Parks shall refund the County its proportionate share of remaining funds. For the purposes of this Agreement, "share" is defined as the County's total combined contributions (\$800,000) in proportion to the combined total investment \$1,639,000 (\$800,000 & \$839,000) being provided by the County and City Parks. The County may request at any time during this Agreement a budget expense report for the project budget.

#### **SECTION 4: ROLES AND RESPONSIBILITIES**

For the purposes of creating an efficient, streamlined project implementation, City Parks shall be the lead agency in implementing and completing all aspects of the Make Beacon Hill Public Phase 2 project, including grant administration and closeout, community outreach and engagement, A/E, permitting, cultural resources, purchasing, construction management, and communication. The City and the County will collaborate together on the construction management portion of the project execution with the City managing the Camp Sekani portion of the project and the County actively assisting with and advising the City on the construction management and administration of the John H. Shields portion of the project. The County shall track actual staff time associated with providing project management assistance for the John H. Shields portion of the project and shall invoice the City for such expense up to, but not to exceed \$12,000. Said invoice shall be provided to City not later than November 15, 2025 with applicable reimbursement to be received from City not later than December 31, 2025.

City Parks shall coordinate with the County on all aspects of project implementation as it pertains to John H. Shields Park. Said coordination shall include, but is not limited to planning, design, permitting, budgeting, scheduling, purchasing, coordination with project partners, and project closeout. The County shall not unreasonably deny approvals where required and / or desired.

The City agrees to provide "bridge funding" to encumber the project and begin construction in 2024 with completion in 2025.

Ownership of all improvements completed within Camp Sekani Park shall be City Parks Property. Ownership of all improvements completed within both the County owned and City Parks owned portions of John H. Shields Park shall be County Property at the time of installation and remain County property for the duration of the John H. Shields Park interlocal agreement as approved in City OPR 2022-0453 and Spokane County Resolution No. 2022-0415. Pursuant to the interlocal agreement, at the termination of said agreement, ownership of all improvements to the City Parks owned portion of Shields Park shall be transferred or deeded to City Parks

#### **SECTION 5: TERMINATION**

City Parks may provide written notice to the County in the event of the County's breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, County shall have sixty (60) days to cure the breach or non-compliance. If the County fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), City Parks may terminate this Agreement.

County may provide written notice to City Parks in the event of City Parks' breach or failure to comply with any of the terms, conditions, or covenants of this Agreement. Unless otherwise mutually agreed to or extended in writing, City Parks shall have sixty (60) days to cure the breach or non-compliance. If City Parks fails to cure the breach or non-compliance within such time (or as otherwise agreed to or extended), County may terminate this Agreement.

The Parties may mutually agree to terminate this Agreement upon completion of the Make Beacon Hill Public Phase 2 project.

## **SECTION 6: INDEMNIFICATION**

City Parks shall protect, defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising from City Parks' use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by City Parks in or about the City Parks Property. The City Parks will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the County, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

To the extent allowed by law, the County agrees to protect, defend, indemnify, and hold harmless City Parks, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property) arising from the County's use, occupancy, management, and maintenance of the City Parks Property or from any activity, work or thing done, permitted or suffered by the County in or about the City Parks Property. The County will not be required to indemnify, defend, or save harmless City Parks if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of City Parks, and its officers, officials, employees, and agents. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of the Parties' employees or agents while performing work authorized under this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive with respect to the Parties only, any immunity that would otherwise be available to the Parties against such claims under the Industrial Insurance provisions of Chapter



51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officers, officials, employees, and agents of City Parks or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, while acting within the scope of their authority.

## **SECTION 7: INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall each maintain in effect, at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. For purposes of foregoing requirements, the Parties acknowledge that the City of Spokane is self-insured with excess coverage for claims exceeding the City's self-insured retention.

## **SECTION 8: INDEPENDENT CONTRACTOR**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or otherwise of the County shall be or shall be deemed to be an employee, agent, servant, or otherwise of City Parks for any purpose, and the employees of the County are not entitled to any of the benefits that City Parks provides for its employees. The County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated the County is an independent contractor with the authority to control and direct the performance and details of the work, City Parks being interested only in the results obtained; however, the work contemplated herein shall meet the approval of City Parks pursuant to the provisions of the Agreement.

No agent, employee, servant, or otherwise of City Parks shall be or shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose, and the employees of City Parks are not entitled to any of the benefits that the County provides for its employees. The City Parks will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

## **SECTION 9: DISPUTE RESOLUTION PROCEDURE**

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one party gives notice to the other by certified mail. Such notice shall identify the dispute or controversy with particularity and state that the party is commencing this Level 1 procedure to resolve the dispute. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.

Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory

resolution of the dispute or controversy, either party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington. Each party shall bear its own attorneys' fees and costs of any such litigation.

#### **SECTION 10: ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, sublicensed, transferred, or otherwise disposed of for any reason whatsoever in whole or part.

#### **SECTION 11: MODIFICATION**

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

#### **SECTION 12: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION 13: WAIVER**

No officer, employee, agent or otherwise of the County or City Parks has the power, right, or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

#### **SECTION 14: NOTICES**

All notices required or permitted under this Agreement shall be in writing and served upon the Parties in person, by certified U.S. mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. Any notice in person or by electronic mail shall be effective immediately. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby

designate the following individuals to receive notice.

**For the County:**

Spokane County Parks, Recreation & Golf Department  
C/O Director  
404 North Havana St.  
Spokane, WA 99202  
[dchase@spokanecounty.org](mailto:dchase@spokanecounty.org)

**With Courtesy Copy**

Spokane County Prosecutor's Office  
ATTN: Civil Division  
1115 West Broadway Avenue  
Spokane, WA 99260

**For City Parks:**

Spokane Parks & Recreation Department  
C/O Director  
808 W. Spokane Falls Blvd., Floor 5  
Spokane, WA 99201  
[gjones@spokanecounty.org](mailto:gjones@spokanecounty.org)

**SECTION 15: ENTIRE AGREEMENT**

This Agreement, including the exhibits, contains all the promises, agreements, conditions, inducements and understandings between the parties relative to the City Parks Parcel; and there are no promises, agreements, conditions, inducements, understandings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein.

**SECTION 16: SEVERABILITY**

If any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SECTION 17: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The County has read and understands this entire Agreement, and now states that no representation, promise, or agreement not expressed in this Agreement has been made to induce him to execute the same.

**SECTION 18: HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

#### **SECTION 19: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

#### **SECTION 20: NON-DISCRIMINATION**

The Parties, their employees, and agents shall not discriminate against any person based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

#### **SECTION 21: FORCE MAJEURE**

Neither Party shall not be considered in breach or non-compliance by reason of any failure in performance if such failure arises out of causes reasonably beyond that Party's control and without its fault or negligence. Neither Party will be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, labor disputes, or other circumstances which cannot be forecast or provided against.

#### **SECTION 22: SPECIAL PROVISION**

A Party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

#### **SECTION 23: REMEDIES**

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **SECTION 24: ANTI-KICKBACK**

No officer or employee of either Party, having the power or duty to perform an official

act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence with respect to each and every provision of this Agreement and attached exhibits.

## **SECTION 26: RECORDS**

All public records repaired, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

## **SECTION 27: NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

## **SECTION 28: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

## **SECTION 29: EXECUTION AND APPROVAL**

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

**SECTION 30:** This Agreement supersedes and replaces the Interlocal Agreement Between Spokane County and the City of Spokane Parks & Recreation Regarding Make Beacon Hill Public Phase 2 Project, dated February 14, 2023, referred to herein as the Original Agreement; and the First Amended and Restated Interlocal Agreement Between Spokane County and the City of Spokane Parks & Recreation Regarding Make Beacon Hill Public Phase 2 Project, dated July 9, 2024, referred to herein as the First Amendment.

## **SECTION 31: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** City Parks shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 5 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

**COUNTY:**

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER



**CITY PARKS:**

CITY OF SPOKANE PARKS & RECREATION

\_\_\_\_\_  
GARRETT JONES, DIRECTOR

\_\_\_\_\_  
PARK BOARD PRESIDENT

ATTEST:

Approved as to form:

\_\_\_\_\_  
Clerk

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance			<b>Committee meeting date:</b> June 10, 2025
<b>Requester</b>	Jonathan Moog			<b>Phone number:</b> (509) 625-6243
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input type="radio"/> New <input checked="" type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	OPR 2020-0650			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier	
<b>Item title:</b> (Use exact language noted on the agenda)	Swire Coca-Cola USA contract renewal for exclusive beverage pouring rights			
<b>Begin/end dates</b>	Begins: 07/10/2025	Ends: 07/09/2027	<input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> Parks & Recreation Division (Parks) selected Swire Coca-Cola USA in 2020 through an RFP process resulting in an exclusive beverage pouring and sales agreement for an initial 5-year term and one 2-year renewal option. This agreement provided services at Riverfront Park, Aquatic Centers, Golf Courses, Dwight Merkel, Manito and other mutually agreed properties. For this exclusivity, Parks received fixed-unit pricing, marketing, promotions funding, event support, beverage equipment, a fixed commission on vending machine sales, annual support product, and annual cash rebates. Parks desires to execute the 2-year renewal option with Swire Coca-Cola USA.				
<b>Motion wording:</b> Approve the contract renewal with Swire Coca-Cola USA.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Swire Coca-Cola Name: Sandra Bence    Email address: sbence@swirecc.com    Phone:				
<b>Distribution:</b> jkconley@spokanecity.org Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code: various    various				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 604-078-558    Business license expiration date: 5/31/26         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**CONTRACT EXTENSION**

**Title: POURING RIGHTS AND BEVERAGE SALES**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **SWIRE COCA-COLA, USA**, a Draper Utah company, with a local office at 9705 East Montgomery Avenue, Spokane Valley, Washington 99206 ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the City grants to the Company the exclusive Pouring Rights for Spokane Parks and Recreation Division Beverage Sales; and

WHEREAS, the initial contract provided for one (1) additional two (2) year extension.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, fully executed on August 7, 2020, any previous amendments, renewals and / or extensions / 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 Extension shall become effective on July 10, 2025 and shall run through July 9, 2027.

**3. COMPENSATION.**

There are no changes to the terms of compensation from the original contract.

**4. DEBARMENT AND SUSPENSION.**

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

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

**SWIRE COCA-COLA, USA**

**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 – Certification Regarding Debarment

25-132

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

License Information:

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

Entity name:

SWIRE PACIFIC HOLDINGS INC.

Business name:

SWIRE COCA-COLA, USA

Entity type:

Profit Corporation

UBI #:

601-197-349

Business ID:

001

Location ID:

0008

Location:

Active

Location address:

9705 E MONTGOMERY AVE  
SPOKANE VALLEY WA 99206-4119

Mailing address:

12634 S 265 W  
DRAPER UT 84020-7930

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Airway Heights General Business - Non-Resident</a>				Active	May-31-2026	Jan-05-2024
<a href="#">Cheney General Business - Non-Resident</a>				Active	May-31-2026	Jan-11-2024
<a href="#">Colville General Business - Non-Resident</a>				Active	May-31-2026	Jan-03-2024
<a href="#">Deer Park General Business - Non-Resident</a>				Active	May-31-2026	Jan-05-2024
<a href="#">Kettle Falls General Business - Non-Resident</a>				Active	May-31-2026	Jan-03-2024
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	May-31-2026	Jan-05-2024
<a href="#">Millwood General Business - Non-Resident</a>				Active	May-31-2026	Jan-04-2024
<a href="#">Newport General Business - Non-Resident</a>				Active	May-31-2026	Jan-12-2024
<a href="#">Rockford General Business - Non-Resident</a>				Active	May-31-2026	Jan-11-2024



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	May-31-2026	Jan-03-2024
Spokane Valley General Business				Active	May-31-2026	Jan-04-2024
Sprague General Business - Non-Resident				Pending	Jan-31-2025	
Springdale General Business - Non-Resident				Active	May-31-2026	Jan-05-2024

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
FUNG, KEITH	
GEHRING, ROBBY L	
HERNDON, DOUGLAS B	
LOMAS, BERNADETTE	
MURRAY, MARTIN	
SO, KAREN	
TSANG, LAM LEE	

## Registered Trade Names

Registered trade names	Status	First issued
COCA COLA BOTTLING CO OF WALLA WALLA	Active	Apr-15-2014
SWIRE COCA-COLA USA	Active	Dec-20-2023
SWIRE COCA-COLA, USA	Active	Apr-15-2014
SWIRE PACIFIC HOLDINGS INC	Active	Apr-15-2014

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/10/2025 10:33:32 AM

[Contact us](#)

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[Check if your browser is supported](#)







# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/19/2025

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (303) 758-7688 <b>FAX</b> (A/C. No.): (303) 758-9458 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Swire Coca Cola 12634 South 265 West Draper UT 84020 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Safety National Casualty Corp	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Safety National Casualty Corp	15105														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 570112599553 **REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0484584306	04/01/2025	04/01/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																		
MED EXP (Any one person)	\$5,000																		
PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6675545 Bus Auto Cvg	04/01/2025	04/01/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			LDS4062830	04/01/2025	04/01/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		

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

RFP, City, its officers and employees are included as Additional Insured on General Liability policy, but only with respect to the Firm's services to be provided under this contract. A waiver of subrogation is granted in favor of City of Spokane in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. Certificate Holder is included as Loss Payee with respect to the physical damage Auto policy of covered vehicles by the Named Insured in accordance with the policy provisions. comp./coll. Deductibles: \$25000.

<b>CERTIFICATE HOLDER</b>  City of Spokane - Purchasing 808 W. Spokane Falls Blvd. Spokane WA 99201 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>
---	--

Holder Identifier :

570112599553

Certificate No :



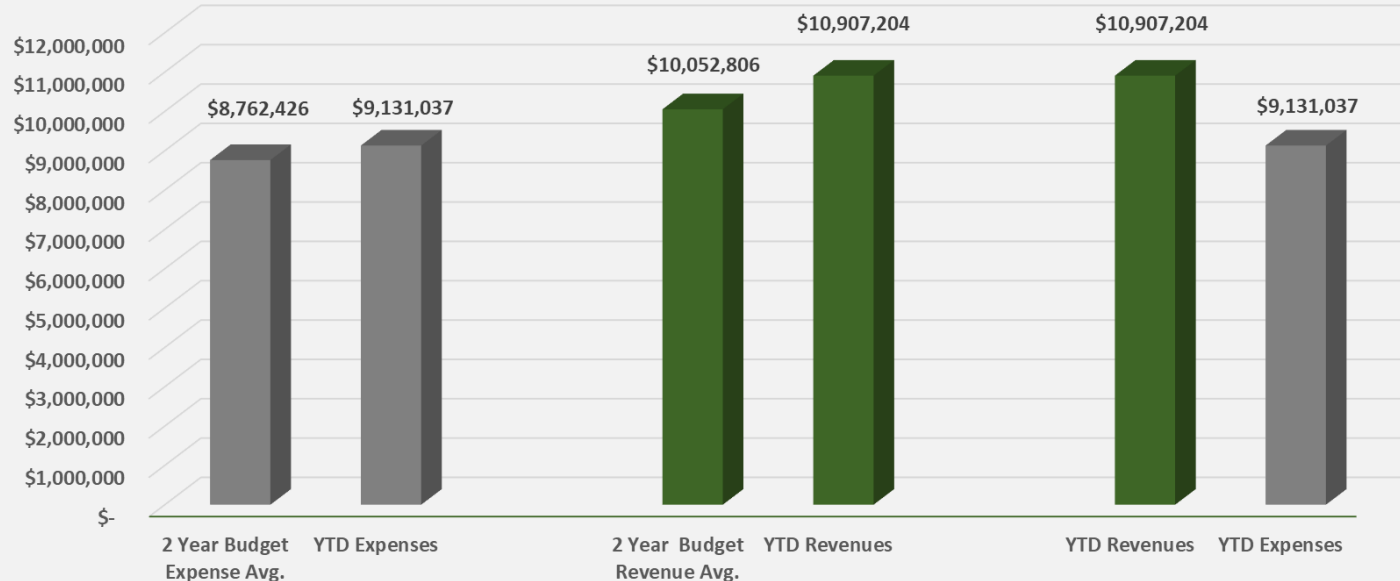
[Return to Minutes](#)



City of Spokane  
**PARKS**  
& RECREATION

*May '25*  
*Financials*

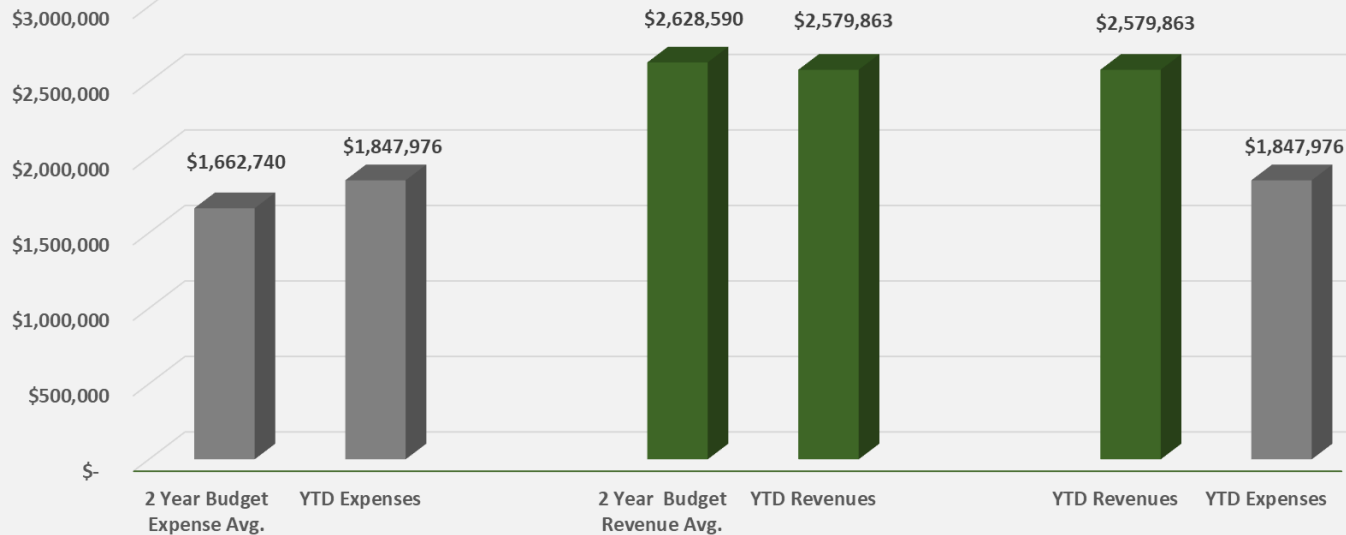
# Parks Financials



## Key Concepts:

- May had a net gain of \$558,268. Despite program revenue being slightly down compared to last May, expenses were reduced by \$389,000 this year.
- Year-to-date, revenues exceed expenses by \$1.77 million. May and June are generally the months in which reserves are at their peak and then begin to deplete through year-end.

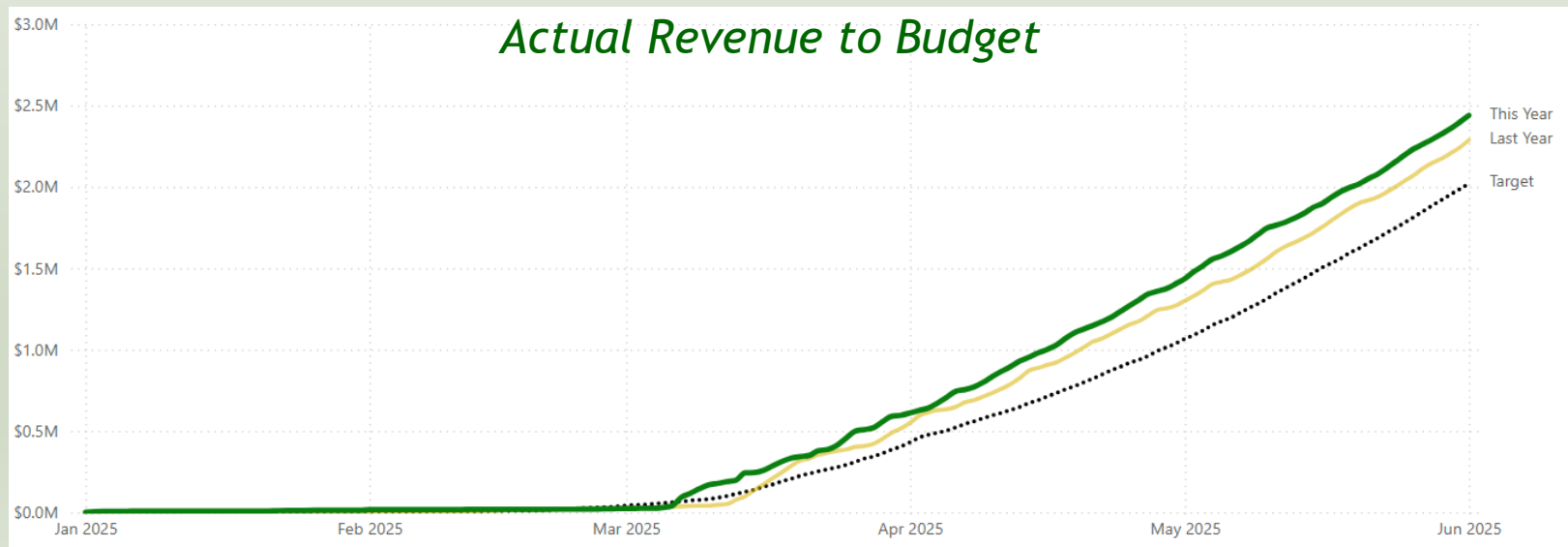
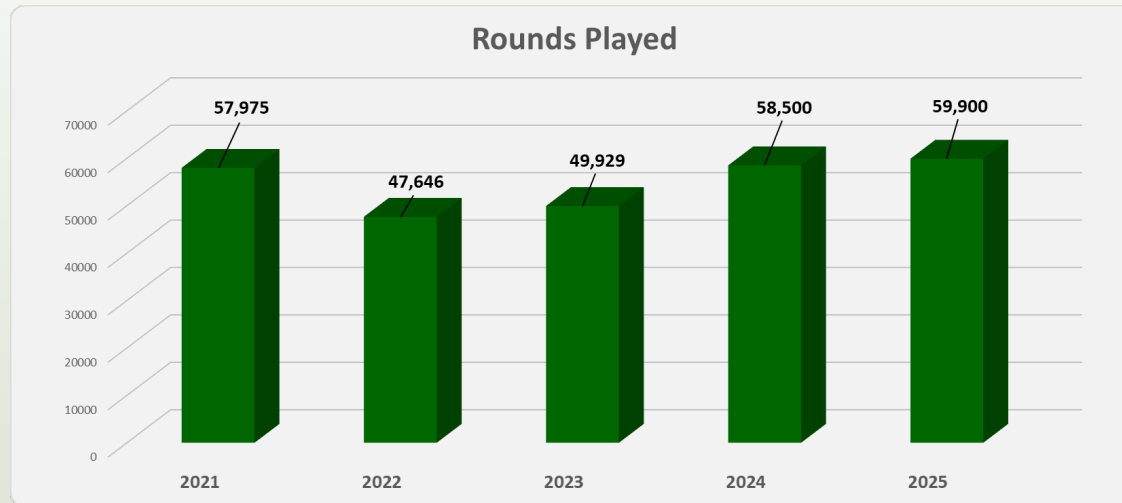
# Golf Financials



## Key Concepts:

- May had a net gain of \$92,111 with revenues right on par with 2024.
- With last month being the hottest and driest May on record in Spokane, monitoring our water expense will be critical to both the Golf and Parks budgets.
- Year-to-date, golf revenues are exceeding expenses by \$731,887 (\$423,000 excluding the FIF).

# Golf Scorecard





*City of Spokane*  
**PARKS**  
**& RECREATION**



*Questions Or  
Comments?*



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee			<b>Committee meeting date:</b> June 4, 2025
<b>Requester</b>	Nick Hamad		<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A	
<b>Item title:</b> (Use exact language noted on the agenda)	Hope Soccer 2026 / Memorandum of Understanding (no cost)			
<b>Begin/end dates</b>	Begins: 06/12/2025	Ends: 06/12/2027	<input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> Memorandum with Hope Soccer to support and enhance youth mental wellness through the development of mini-pitch soccer infrastructure atop aging and out of service sport court(s) within areas of high social and environmental vulnerability in the city. -Parks will provide access to (1) existing sport court within a city park (either Friendship Park or Grant Park) for HOPE soccer and its agents to implement (1) modular mini-pitch court. -HOPE soccer shall install (1) mini-pitch at no cost to the city -HOPE shall program court in a manner consistent with the City's & HOPE's vision, mission and goals.				
<b>Motion wording:</b> Motion to approve Memorandum of Understanding with HOPE Soccer 2026 for modular mini-pitch system & soccer programming (no cost)				
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: HOPE Soccer 2026 Name: Gabriel Mwaba    Email address: gabriel@hopesoccer2026.org    Phone:				
<b>Distribution:</b> Parks – Accounting    Al Vorderbrueggen Parks – Sarah Deatrich    Garrett Jones Requester: Nick Hamad    Jen Papich Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: -    -				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				



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



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**MEMORANDUM OF UNDERSTANDING**

**Title: HOPE SOCCER 2026**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION**, as "PARKS", and the **HOPE SOCCER 2026**, as "HOPE", a 501(c)(3) corporation organized under the laws of the State of Washington, whose address is 4828 E Buckeye Ave, 99217, Spokane, WA

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 Hope Soccer 2026 (HOPE) and the City of Spokane; Parks and Recreation Division (PARKS), for growing and supporting youth mental wellness in Spokane through improvements to soccer infrastructure and programming throughout the city park system; and

WHEREAS, HOPE is a 501(c)(3) non-profit, grassroots organization dedicated to promoting the sport of soccer with youth; and promote mental health awareness, encourage student athletes to seek help and train mental health youth first aiders.

- a. WHEREAS, PARKS adopted the 2022 Park and Natural Lands Master Plan Goal B Objective 1: Offerings respond to recreation and park use trends, Goal I, Objective 1: Refresh program offerings for under-engaged groups, Goal K Objective 3: Expand Volunteerism Programs and Acknowledgement, which collective support the renovation and improvement of sport courts, expansion of recreation programming for under-engaged teenagers and low-income youth, and the development of partnerships with private non-profits to improve program offerings.

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, soccer, etc.) or which may contain shared uses atop the same court surface; and

WHEREAS, the purpose of HOPE is to promote mental health awareness and build legacy soccer programs before and after the FIFA World Cup; and

WHEREAS, HOPE and PARKS will collaborate on programming, events, and initiatives to maximize youth participation atop existing sport courts to the greatest extent possible, particularly courts which have been identified as in deteriorating physical condition; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City of Spokane Parks and Recreation and Hope Soccer 2026 agree as follows:

The parties agree as follows:

1. PREMISES

One existing public sport court within the City of Spokane for the installation of a new modular mini-pitch system as “phase 1” of HOPE’s investment in Spokane.

2. USE OF THE PREMISES

- A. Subject to paragraph 2.B. below, the Premises may be used by HOPE for soccer play (and programs that promote the goal of HOPE) only and for no other purpose, without prior written approval from PARKS. The programs that promote the goal of HOPE include:
  - Mental Health Workshops
  - Whole Life Coaching
  - Mentoring
- B. Public use shall be maintained, and HOPE shall have rights to two days a week access to use the premises, so long as such access is coordinated with PARKS Recreation Director or designee. HOPE shall not have exclusive rights to use the premises unless a Special Event permit has been obtained from City, subject to rules/conditions of the permit issued and fees established therein.
- C. HOPE 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. HOPE 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 HOPE's responsibility to familiarize itself with these regulations.

- E. HOPE shall not charge fees for entry to the Premises or use of the sport court unless authorized through a City Special Event permit or in partnership with the Spokane Parks and Recreation Department.
- F. All revenues received by HOPE 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 initially for (2) years, with renewal of an additional (4) four (2) two year terms, up to a total agreement length of (10) ten years. The MOU and its content will be reviewed at the end of each (2) year term. If there are no changes to the MOU after such review, the MOU shall be deemed to be extended for each additional term, subject to the mutual written agreement of the parties. If there are changes to the MOU after such review, the parties shall process the agreement amendment at the (2) year terms.

### 4. FEES

PARKS shall not charge HOPE any fees for use of the Premises. In lieu of fees paid by HOPE for use of PARKS facilities, PARKS shall own all of the improvements made to the court.

### 5. TAXES

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

### 6. PARKS RESPONSIBILITIES

- A. PARKS will provide access to one existing sport court location for the installation of a new modular mini-pitch system as 'phase' of HOPE's investment in Spokane.
- B. PARKS shall own all of the improvements to the sport court made by HOPE.
- C. If HOPE needs road access, or vehicular access across park landscape

area for their particular project, access may be granted by Parks with approval and at least with one week's advance notice of the workday.

- D. PARKS will assist in the preparation of the site, which includes but is not limited to marking of utilities, opening of fences, removal of tennis court poles, crack filling, and surface cleanup.

## 7. HOPE SOCCER 2026 RESPONSIBILITIES

- A. HOPE would like to volunteer its services to provide both physical and mental training free of charge to provide youth soccer programming.
- B. HOPE will inspect potential locations for the sport court to be improved as a mini-pitch and preferably accepts the Premises AS IS. In the event the preferred location is not acceptable AS IS, HOPE may request PARKS performs minor site improvement to prepare for the mini-pitch court. Minor improvement may include crack filling and minor surface repair. Whether to make the requested minor improvements is at the sole discretion of PARKS.
- C. HOPE will evaluate appropriate existing sport courts to determine suitability for the addition of mini-pitch.
- D. HOPE agrees to focus the initial mini-pitch investment on Grant Park or Friendship Park, which are both of sufficient quality to accept modular mini-pitch systems.
- E. HOPE shall contract with qualified agent(s) to construct a mini-pitch at no-cost to PARKS at the approved location.
- F. HOPE shall complete the improvement of one-mini pitch prior to the end of calendar year 2025.
- G. HOPE agrees to utilize the sport court/mini pitch consistent with their mission to promote mental health awareness and build legacy programs before and after the FIFA World Cup and promote grassroots soccer initiatives in the United States and Africa.
- H. HOPE will provide liability insurance coverage for all HOPE-sponsored activities on the Premises.
- I. HOPE will not make any changes to permanent structures on the Premises or add any permanent structures thereon without the approval of PARKS.

## 8. FINANCING

- A. HOPE shall raise the necessary construction, maintenance or supply costs

associated with the mini-pitch installation.

- B. HOPE 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. All HOPE revenues generated from fundraising activity, donations, tournament entry fees shall be deposited into the dedicated Non-Profit HOPE account. HOPE shall provide PARKS an annual financial report as outlined in section 16.

## 9. OWNERSHIP OF IMPROVEMENTS

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

## 10. ADVERTISING

HOPE shall submit copies of any material and/or flyers created to advertise the facility to PARKS for approval prior to distribution. HOPE agrees that any printed material and social media used by the Hope Soccer 2026 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.

## 11. EVALUATING AND REPORTING

- A. HOPE will provide an annual report to the Spokane Park Board on programming, collaboration, outreach, fundraising and projects completed or in progress.
- B. HOPE shall provide an annual financial statement to PARKS detailing all annual revenues, expenses, and account balances. HOPE 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.

## 12. LIABILITY

- A. In the performance of this MOU, HOPE is an independent contractor and not an employee or agent of PARKS.
- B. HOPE 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

HOPE's use of the Premise and/or its exercise of the rights and privileges granted in this MOU or HOPE's breach of any of its obligations under this MOU, provided that nothing herein shall require HOPE 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) HOPE 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 HOPE's negligence or the negligence of HOPE's officers, employees, agents, representatives, contractors, or volunteers.

- C. HOPE 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 HOPE.

#### 13. INSURANCE

HOPE shall purchase and maintain a comprehensive or commercial general liability insurance policy, naming the City of Spokane Parks and Recreation Department as additional insured, in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit coverage written on an occurrence form to cover bodily injury, death and property damage. The policy shall provide not less than thirty (30) days written notice to PARKS of any cancellation, non-renewal or material reduction in coverage. The insurance shall be primary and not excess or contributing. The certificate shall be submitted to PARKS at the time the HOPE returns the signed MOU and is subject to review and approval by the City of Spokane Risk Manager.

#### 14. ASSIGNMENTS

This MOU is binding on the parties and their heirs, 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.

#### 15. 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.

#### 16. 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.

17. 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.

18. 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.

19. 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. HOPE 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 HOPE.

20. 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.

21. 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.

22. SEVERABILITY

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

23. 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.

HOPE SOCCER 2026 (HOPE)

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		<b>Committee meeting date:</b> June 9, 2025
<b>Requester</b>	Jonathan Moog		<b>Phone number:</b> (509) 625-6243
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-1231, RES 2022-0044		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Permissible Use Agreement for Downtown Zipline		
<b>Begin/end dates</b>	Begins: 06/23/2025	Ends: 06/22/2040	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> City Council adopted resolution (RES 2022-0044) on May 9, 2022 supporting the Parks Department to proceed with a Request for Proposals (RFP) to evaluate the potential zipline vendors. Epiphany Applied Concepts was the only respondent to bid RFP#5922-23 and their proposal was evaluated and selected by a community working group. The zipline project was managed in two phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners; and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance. This agreement, representing Phase II, establishes a permit with Epiphany Applied Concepts, INC and Spokane Skyline, LLC (d/b/a "Mica Moon") to use City and Park property for the purpose constructing, operating, and maintaining a zipline attraction and shuttle service funded at permittees own expense. This permit establishes a fifteen (15) year initial term with an optional five (5) year mutually agreed upon extension. The prospective zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka "CSO Tank 26 Plaza"), crossing under the southernmost large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201.			
<b>Motion wording:</b> Approve and forward permissible Use Agreement for Downtown Zipline with Spokane Skylines LLC to City Council.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Skyline LLC Name: Rik Stewart    Email address: Rik@micamoon.com    Phone: (509) 218-6216			
<b>Distribution:</b> Parks – Accounting    Drew@micmoon.com Parks – Sarah Deatrich    Heidi@micamoon.com Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: 50,000    1400-54330-76901-36250 12,000    1400-54330-76901-36284			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the MRSC 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**

**PERMISSIBLE USE AGREEMENT**  
**SPOKANE SKYLINES, LLC ZIPLINE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** ("City"), a Washington municipal corporation, **CITY OF SPOKANE PARKS AND RECREATION** ("Parks"), a City Department, **SPOKANE SKYLINES, LLC ("SSL") (d/b/a as "Mica Moon")** and **EPIPHANY APPLIED CONCEPTS, INC. ("Epiphany") (d/b/a as "Mica Moon")**, both located at 23403 East Mission Avenue, Suite 111, Liberty Lake, WA, 99019-7624, and collectively referred to herein alternatively as "Mica Moon" or "Permittee."

WHEREAS, on June 12, 2023, City Parks issued an RFP (RFP No. 5922-23) seeking proposals from a Company who could assess feasibility of potential construction and permit compliance of a Zipline; and secure its own capital funding for designing, building, operating and maintaining a privately owned and operated commercially viable Zipline attraction; and

WHEREAS, the RFP generally divided the anticipated work into two Phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners (i.e., the Spokane Club); and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance which permissive use would be subject to conditions prohibiting actual use until Mica Moon submits proof that all permits, variances and adjacent property owner permissions have been obtained; and

WHEREAS, on 7/24/2023, Mica Moon submitted a response to the RFP, see attached Exhibit B containing documents entitled, "Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and "Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area Photos.docx"; and

WHEREAS, on 11/20/2023, City Parks executed an Agreement (City OPR 2023-1231) with Mica Moon to conduct the Phase I work including assessment of technical ability to construct Zipline, identification of SEPA applicability and necessary permits, and generation of a preliminary design; and

WHEREAS, the Phase I Work performed by Mica Moon's contractor Synergo, LLC determined construction and technical operation of the Zipline can be engineered and permitted; and

WHEREAS, the Phase I Work generated preliminary designs and visual images identifying the location of zipline structural components ("structures"), including departing and landing platforms, affixed cables and improved pathway to the landing platform, see attached Exhibit C (containing documents entitled, "Preliminary Plans Spokane Zipline.pdf", and

WHEREAS, a Phase II Scope of Work was generated narratively describing Mica Moon's project proposal by inclusion of specific commitments related to Zipline Ownership, Capital Funding, Design and Construction, Business Management, Operations and Programming and Communications and Outreach, see attached "Exhibit B"; and

WHEREAS, the prospective Zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka "CSO Tank 26 Plaza"), crossing under the southern-most large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201; and

WHEREAS, on December 12, 2024, Zipline Project Owner Mica Moon applied for a Shoreline Conditional Use Permit (CUP) and Variance given the location of property for some of the Zipline structures lie within the shoreline of the Spokane River, see City CUP File No. Z24-576SCUP at <http://my.spokanecity.org/projects/downtown-recreational-zipline-shoreline-conditional-use-permit-variance/>; and

WHEREAS, the Hearing on the CUP and Variance is scheduled for May 7, 2025, before the City Hearing Examiner and a decision is expected to be issued within 10 days after such hearing and then forwarded to the State Department of Ecology for final approval; and

WHEREAS, based on the preliminary designs, Mica Moon's construction of Zipline project through its contractor Synergo would need to occur on city owned property to include both the eastern cantilevered boardwalk viewpoint at CSO Tank 26 Plaza, and City owned real property in the area beneath and surrounding this viewpoint, and additionally City owned real property located along the Spokane River on the southeastern edge of Redband Park, which additional property is under the care, management and control of City Parks and located at 214 North Cedar St., Spokane, WA 99201 in the Peaceful Valley neighborhood; and

WHEREAS, Zipline Project Owner Mica Moon seeks permission from City and Parks to use these City owned properties for actual construction, operation and maintenance of the Zipline project.

**NOW THEREFORE**, City grants Mica Moon permissive use of City property identified herein for construction, operation and maintenance of the Zipline project as follows:

**1. PERMISSIVE USE AUTHORIZATIONS.**

**A. Use of City property for Zipline construction, operation and maintenance.**

Per this Agreement, City grants Zipline Project Owner Mica Moon and its subcontractors the right to use City owned real property, and vertical airspace above such City property, located on the south shore of the Spokane River for the construction, operation and maintenance of a Zipline Project entirely funded by Mica Moon described and depicted in Exhibits B and C.

Location of Departure Site: The location of the departure platform is expected to be sited at the eastern viewing platform located on the lower cantilevered metal boardwalk at A Place of Truths Plaza ("eastern viewing platform") located at 930 Spokane Falls Blvd., and require use of both the platform for modification and expansion, and use of City owned real property located beneath and around the platform location. The south west corner of the Departure (take-off) platform structures is located at: Latitude: 47.660252 Longitude: -117.425334, situated on the northern borderline of parcel #35183.1513 approximately 22 feet north of the southern border and 95 feet east of the western border of the parcel.

Location of Landing Site: The location of the landing platform site is on the southeastern edge of Redband Park within the 150-foot shoreline buffer zone requiring approval of a shoreline CUP

and construction variance. Physical address of Redband Park is 214 North Cedar St., Spokane, WA 99201. The south east corner of the Arrival (landing) platform structures is located at: Latitude: 47.659494 Longitude: -117.430561, situated approximately 123' north of the southern borderline of parcel #no. 35183.2101 approximately 22 feet west of the eastern border.

**B. Permit Term. Zipline construction, operation and maintenance permissive use term.**

The permissive use granted under this Agreement shall begin upon final execution of this Agreement by the Parties after Spokane City Council approval and run for a period of 15 years with the option to mutually agree upon one or more five (5) year renewal terms, unless amended by written agreement or terminated earlier. Permittee may initiate renewal discussions beginning in Year 12 to ensure adequate lead time. Permittee Mica Moon's actual use of City's property per this Agreement may not begin until Mica Moon provides City with evidence demonstrating acquisition of necessary permissions (i.e. shoreline CUP, variance, City construction permit, adjacent property owner authorizations, etc.) and proof of Insurances and Restoration Bond requirements set forth herein.

**C Permitted Use of Riverfront Park for Mica Moon's equipment and shuttle storage, and shuttle services.**

Permittee Mica Moon recognizes equipment and shuttle vehicle storage is not available at the Place of Truths Plaza or Redband Park. Storage facilities and ticket booths may not be placed at the Place of Truths Plaza Departure Site.

Per this Agreement, City Parks grants Permittee an annual (one year) permit to use Riverfront Park property at locations to be designated by City Parks for Zipline ticket sales, shuttle services to include Permittee guided shuttle-based tours, and transitory shuttle services within Riverfront Park, as well as equipment and shuttle vehicle storage. Tour routes and schedules are subject to approval of Riverfront Park Director with a minimum of 30-days' notice. Permittee acknowledges Riverfront Park events may result in closure or modification of shuttle routes. Subject to the Parties' needs, this permitted use may be renewed annually per mutual written agreement of the Parties.

City will create and install, at City's cost, transitory shuttle service signs at designated locations. Either City or City Parks may end use of these locations with 30 days' notice to vacate used spaces. City and City Parks accept no responsibility for Permittee's materials, equipment or shuttle vehicles stored in Park including damage and theft, or for Permittee's operations held in the park. All shuttles shall be street legal and at least one shuttle shall be capable of transporting a wheelchair. Permittee shall abide by laws, Park Code and limit speed to seven (7) mph on park pathways. Permittee's transitory shuttle services will operate between five mutually agreed stop locations within Riverfront Park to aid in pedestrian accessibility. Shuttle services shall minimally operate Friday through Sunday and holidays between 11:00 AM to 6:00 PM. Shuttle service is subject to closure or modification due to events and weather. All shuttles will be labeled with Permittee's name and branding to properly distinguish it for customers.

**2. PERMISSIVE USE AGREEMENT FEES.**

**A. Permit Fee:** Use of City property for construction, operation and maintenance of Zipline.

Mica Moon shall pay City Parks an annual permit fee of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, per year, plus applicable tax, for the construction, operation and maintenance permissive uses of City property granted under this Agreement.

- B. Permit Fee:** Use of Riverfront Park property for Zipline equipment and shuttle storage, ticket sales and shuttle services.

Mica Moon shall pay City Parks an annual permit fee of **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)**, per year, plus applicable tax for the use of Riverfront Park property granted under this Agreement.

Mica Moon recognizes improvements may be needed to support these uses some of which may be applicable to city permit requirements. In addition to the annual Park use fee for these purposes, Mica Moon agrees to pay for the cost of such potential improvements.

**C. Issuance of Required Permits, Insurance and Fees.**

Should Mica Moon be unable to secure the required permits and licenses to build and operate the zipline or if Mica Moon is unable to provide the required insurance to build and operate the zipline, this contract shall be deemed null and void and no payments shall be made by the City to Mica Moon.

Should the City be required to make any one-time payments or annual fee payments for the rights to cross the aerial airspace of the zipline path to any Party with a parcel affected by this Agreement, then Mica Moon shall reimburse the City for such payments.

**D. Payment Terms.**

Mica Moon shall submit its permissive use fee payments to Parks. Payment will be made via direct deposit/ACH upon all parties' final execution of this Agreement. All fees are subject to a 3% escalation. Fees are paid annually and at the beginning of the Agreement Term.

**3. PERMISSIVE USE AGREEMENT CONDITIONS.**

Permittee's use of City property authorized by this Agreement is subject to the conditions set forth in Exhibit A attached which is a list of commitments included in the Phase II Scope of Work narratively describing Mica Moon's proposed Zipline project.

**4. INDEMNIFICATION.**

"City" as referenced in this section includes both City and City Parks. Permittee Mica Moon, not City, is at all times responsible for, and in control of, all Zipline activities including, but not limited to, Zipline design, engineering and construction, operation, maintenance, security, etc., including the conduct of any such activities when performed by contractors and/or subcontractors. Permittee accepts the condition of City property as is.

Permittee Mica Moon shall defend, indemnify, and hold harmless City and its officers and employees from all claims, demands, or suits at law or equity asserted by any person for all injuries (including death) and/or property damage related to Zipline design, engineering, construction, operation, maintenance, security, etc. activities, whether performed by Permittee or its subcontractors, including such claims, demands or suits arising out of tampering with, vandalizing, trespassing, and/or unpermitted use (i.e., attempting to ride outside Permittee's operating hours, etc.) of Zipline structures.

The scope of both Permittee's indemnification obligations also includes attorneys' fees and litigation costs. Permittee additionally specifically assumes liability and agrees to defend, indemnify and hold harmless City for any actions brought by its own employees against City



and, solely for the purpose of this indemnification and defense, Permittee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Permittee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

The indemnity and agreement to defend, indemnify and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**5. INSURANCE.**

**A. Insurance Requirements Applicable to Full Agreement Term.**

During the full term of this Agreement, Permittee shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

1. **Worker's Compensation Insurance** in compliance with RCW 51.12.020 which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
2. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

**B. General Liability Insurance Requirements for the two (2) Phases of Work.**

**1. Phase 2.1: Design, engineering, construction phase.**

**Phase 2.1 General Liability Insurance.** During the full term of Phase 2.1, Permittee shall additionally maintain in force at its own expense, 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 arising out of Zipline design, engineering and construction activities. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.1 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.1 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

**2. Phase 2.2: Zipline Operation and Maintenance phase.**

**Phase 2.2. General Liability Insurance.** During the full term of Phase 2.2, Permittee shall maintain in force at its own expense, the General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$7,000,000 each occurrence for bodily injury and property damage arising out of Zipline design, engineering, construction, operation, maintenance, and security activities and the like. It shall additionally include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.2 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage

terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.2 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

**C. Insurance requirements applicable to all insurance.**

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) specified above without sixty (60) days written notice from Permittee or its insurer(s) to City. The certificate shall specify the City of Spokane, its officers and employees as "Additional Insureds" and include applicable policy endorsements, the 60-day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Permittee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**D. Certificates of Insurance (COI) and Binders offering proof of insurability.**

**1. Phase 2.1 Work COI.**

As evidence of the liability insurance coverage(s) required by this Agreement, Permittee shall furnish acceptable Certificates of Insurance (COI) for Phase 2.1 Work to the City prior to City's presentation of this Agreement to City Council for City Council review and approval process.

**2. Phase 2.2 Work. COI and Binder.**

As evidence of the liability insurance coverage(s) required by this Agreement, Permittee shall furnish:

- (i) Prior to City's presentation of this Agreement to City Council, a Binder indicating the liability insurance specified for Phase 2.2 Zipline operation will be in effect for Zipline operations once construction is completed; and
- (ii) Upon completion of construction and before Permittee may begin Zipline Operation, an actual Certificate of Insurance (COI) for the conduct of Zipline operations.

**6. ASSIGNMENT.** Permittee may assign its rights and obligations under this Agreement to a successor entity or purchaser of the business, subject to the City's approval, which shall not be unreasonably withheld.

**7. TERMINATION.** Either party may terminate this Agreement by one hundred twenty (120) days written notice to the other party. If the City terminates for reasons other than material breach, Permittee shall be entitled to a pro-rata refund and reimbursement of unamortized capital improvements directly related to project infrastructure, up to a cap of \$1.8 million dollars. The capital costs will use straight-line depreciation over the term of the contract. Any change in the method of depreciation needs to be approved by the City in writing. Permittee will abide by city property reclamation/restoration permit conditions set forth *supra* herein.

**8. AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

**9. 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 Agreement shall have or acquire any interest in the Agreement or the Zipline project, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

**10. SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

**11. BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business in the City without first having obtained a valid annual business registration. Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration.

**12. CONFIDENTIALITY/PUBLIC RECORDS.** Notwithstanding anything to the contrary, City will maintain the confidentiality of Permittee's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act (PRA), RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. If City gets a valid public records request for Permittee's materials or information and the City determines there are exemptions only Permittee can assert, City will endeavor to give Permittee notice. Permittee, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event Permittee does not get a timely injunction preventing the release of the records, City will comply with the PRA and release the records.

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

**SPOKANE SKYLINE, LLC**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT**

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

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

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney

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

**Exhibit A:** PERMISSIVE USE AGREEMENT CONDITIONS

**Exhibit B:** Mica Moon's RFP Response containing documents entitled, "Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and "Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area Photos.docx"

**Exhibit C:** Phase I preliminary designs and visual images.

## **EXHIBIT A**

### **PERMISSIVE USE AGREEMENT CONDITIONS**

#### **A. Shoreline Conditional Use Permit (CUP), Variance, City Construction Permit and Adjacent Property Owner permissions.**

Before Permittee may use city property for the construction, operation and maintenance purposes granted herein, any necessary approvals must be obtained such as a Department of Ecology (DOE) approved shoreline CUP (for which the appeals period has expired), a Variance, City Construction Permit and any necessary adjacent property owner permissions.

#### **B. City and Parks approval of final design.**

Before using City property for the purposes granted herein, Mica Moon must obtain approval of final design by City of Spokane.

#### **C. Adjacent property owner approvals.**

Mica Moon is responsible for securing any needed approval from the Spokane Club given the projected Zipline flightpath will cross over property owned by this entity.

#### **D. Departure Platform Design.**

Permittee's departure site design will complement A Place of Truths Plaza design and be constructed in a fashion to minimize footprint and impact to sight lines.

#### **E. Location of Zipline cables below Monroe Street Bridge.**

Location of Zipline cables under Monroe Street Bridge shall provide sufficient clearance to enable the City to inspect the bridge condition. Zipline operations may need to be suspended when bridge maintenance and inspection is performed

#### **F. City Property Restoration.**

Mica Moon agrees to remove all Zipline structures and restore site to pre-Agreement conditions at the end of this Agreement term or at time of early termination should this Agreement terminate earlier for any reason (i.e., company insolvency, operations cease due to unsuccessful or fiscally nonviable venture, etc.) unless approved in writing by City. Pre-Agreement conditions include removal of both departure and landing platforms, cables, structural supports and ground anchors. Underground footings may remain.

#### **G. Restoration Payment Bond.**

Permittee shall secure and hold a bond for property restoration for the term of the Agreement to include any extensions to be used for such City property restoration responsibilities described herein. The Bond must be submitted to City before the time of presentation of this Agreement to City Council for its review and approval process. The Restoration Payment Bond shall be in an amount equal to the full cost of removing the Zipline and related appurtenances and restoring the City's property to its pre-Zipline condition upon the termination or expiration of this Agreement.

#### **H. Parking.**

Mica Moon recognizes there is no parking at the departure location, and very limited parking at landing platform location. Mica Moon agrees to discourage use of parking in the Redband Park

Parking lot for zipline customers and agrees to shuttle customers back to starting site or identify an alternative method to return customers to starting location or Riverfront Park. Should City find that directional signage prohibiting Zipline parking is needed, Permittee agrees to pay for such signage

**I. Landing site congestion.**

Mica Moon will minimize participant congestion at the landing platform and avoid disruption park users such as little league teams playing on the adjacent ball field in Redband Park.

**J. Security.**

Mica Moon recognizes the locations of both the planned Departure and Landing platforms are always exposed to the public and accept that it is their responsibility to secure and monitor any construction equipment and materials and Zipline structural components (i.e., cables, platforms, ziplines, and any other structures built or installed as permanent or temporary related to Zipline construction, operation and maintenance) to prevent vandalism, unauthorized access and use of the same, and to prevent injuries related to unauthorized access or use of Zipline. Permittee additionally will conduct routine inspection and preventative and corrective maintenance of Zipline structures, maintain all required records associated with work and its Association for Challenge Course Technology (ACCT) accreditation, and at a minimum inspect its Zipline facility daily before opening. Permittee agrees to provide City access to all maintenance records upon request. After a full year of operation, Mica Moon will apply for and maintain an accreditation with ACCT.

**K. Emergency Response Plan.**

Mica Moon will work with City, local law enforcement and fire stations to establish and maintain an emergency response plan.

**L. WIFI.**

City shall provide access, at cost to the City, WIFI and utility services at currently available locations within Riverfront Park.

**M. Hours of Operation.**

Zipline may not operate between the hours of 10:00 PM and 6:00 AM without special permission from the City Parks and Recreation Director or his delegate. Permittee will establish consistent year-round operation hours.

**N. Rider Safety.**

Mica Moon will provide and require applicable rider safety equipment including, but not limited to harnesses, and provide a rider safety briefing prior to each use. Riders will not be permitted to use the Zipline facility if they have not met the following conditions: (i) Execution of a waiver holding harmless Permittee, City and City Parks from damages in the event of injury or death (the waiver must be signed by a parent/guardian, in the case of minors), and acknowledging they have no medical conditions, and are taking no medications or other substances, that may interfere with safe use of the Zipline facility, and agree to follow Permittee's rules and procedures; (ii) they are properly clothed and have proper footwear; (iii) they meet minimum height requirements and have other bodily attributes with parameters required for safe use of safety harnesses and use of facility; and (iv) they have participated in a safety briefing required above and demonstrated an understanding of all instructions including proper use of safety equipment and zipline user's acknowledgment of their ability to safely navigate Zipline facility.

**O. ADA access.**

Permittee plans to construct an ADA support pathway for access to and from the landing platform along City owned property located at the eastern edge of Redband Park. Zipline will be capable of supporting those with disabilities to the extent possible which may include use of paragliding style Skyline skyTECH harnesses and skyTECH trolleys with handlebars (or similar devices) to help accommodate those with special needs or ADA type limitations.

**P. Ticket Sales.**

Permittee shall provide an easily accessible means of making ticket sales available to the public and collect all applicable taxes including sales and city admission tax.

**Q. Communication and Outreach.**

Permittee will work cooperatively and develop positive relationships with both the Riverside and Peaceful Valley Neighborhood Councils to mitigate any potential negative impacts of the zipline operation or construction and provide regular updates to these Councils through the construction phase. Mica Moon will establish routine and frequent meetings with City Staff within the various phases of the project. City and Permittee shall meet annually to review Permissive Use Agreement terms and conditions in relation to Zipline operations.

**R. Signage.**

Permittee will provide signage at its own expense detailing name of attraction, contact information, applicable rules, potential risk to riders, rider health requirements. Signage shall not distract from the esthetic and scenic view of the site and will be subject to approval by city. The locations for signage include the departure and landing platforms, ticketing locations and Mica Moon's website. Permittee will additionally, at its own expense, produce and install historical interpretive signage at the landing platform

**S. Zipline is Permittee Zipline Owner Mica Moon's Business.**

Permittee Mica Moon is independently responsible for the funding, marketing, operation and business management of the Zipline including sales expectations and profitability. At all times, management and operation of the Zipline will be under the direction and supervision of Mica Moon. Mica Moon will provide personnel to manage, oversee, supervise, and operate the zipline; will maintain on site appropriate operations manuals; and will comply with all local, state, and federal relations for business such as the Zipline. Mica Moon is responsible for all hiring, ACCT training and scheduling of personnel. All employees are employees of Permittee, not City or City Parks. Mica Moon is solely responsible for employee salaries, benefits, employment taxes, unemployment insurance, worker's compensation insurance, and the like.

**T. Complimentary Tickets**

Permittee will provide up to 1,000 complimentary tickets per calendar year, with discretion over distribution to charitable organizations and underserved youth and shall not be required to remit City admissions tax on these tickets.

## **EXHIBIT B**

Mica Moon's RFP Response containing documents entitled, "Zipline.Project.Owner.07.2023.RFP#5922-23 Response.pdf" and "Zipline.Project.Owner.07.2023 RFP#5922-23.Response.Exhibit A – Maps and Area Photos.docx"



## **EXHIBIT C**

Phase I preliminary designs and visual images identifying location of zipline structural components ("structures"), including departing and landing platforms, affixed cables and improved pathway to the landing platform, entitled, "Preliminary Plans Spokane Zipline.pdf".

## Bid Response Summary

**Bid Number** RFP 5922-23  
**Bid Title** Downtown Spokane Zipline  
**Due Date** Monday, July 24, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Epiphany Applied Concepts Inc. , DBA Mica Moon  
**Submitted By** RICHARD STEWART - Monday, July 24, 2023 12:56:36 PM [(UTC-08:00) Pacific Time (US & Canada)]  
rik@micamoon.com 5095874020

### Comments

### Question Responses

Group	Reference Number	Question	Response
Pre-Bid Meeting & Tour			
	1	A pre-bid meeting & tour will be held on Wednesday, June 28, 2023: Starting at 10:00 A.M. starting at the Tribal Conference Room in the City Hall Lobby, 808 W Spokane Falls Blvd., Spokane Wa - there is a virtual link for the meeting part only in the RFP document.	AGREED AND ACKNOWLEDGED
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES

7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Richard Stewart 509 218 6216 rik@micamoon.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Richard Stewart 509 218 6216 rik@micamoon.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP Submittal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	RFP Submittal.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

## LETTER OF SUBMITTAL

**Proposer:** Epiphany Applied Concepts, Inc. DBA Mica Moon  
**Address:** 23403 E. Mission Ave. Suite 1111, Liberty Lake, WA 99019  
**Contact:** Richard (Rik) Stewart – President and Founder  
**Phone:** 509-218-6216 (Mobile) | 509-587-4020 (Office)  
**Email Address:** rik@micamoon.com  
**Website URL:** micamoon.com  
**Organization:** WA Sub-S Corporation (WA UBI# 603 217 002, Fed EIN # 45-5541148)  
**Established:** 6/21/2012

Mica Moon's initial Mission Statement, written in 2012, included the goal to "...become the iconic outdoor experience in Spokane and the Inland Northwest." We could never have imagined that just nine years later we would be the #1-rated outdoor activity in Spokane on TripAdvisor for eight years running. We are the winner of Visit Spokane's "Small but Mighty" tourism award. We have an almost exclusive 5-star customer rating on Google, Facebook, Yelp, and TripAdvisor. Our "People's Choice" status on TripAdvisor puts us in the top 10% of ALL attractions in the world by virtue of actual customer reviews. Each year we host thousands of guests from every major US city and over 104 foreign countries in our zipline home in little old Liberty Lake. We have a hearty reputation in the industry and in the ACCT as a "World Class" attraction.

Much like the ziplines recently built at Niagara Falls, Spokane Skylines will offer a singular experience and breathtaking views of the largest urban falls in the US. The invitation to respond to this RFP and our winning of the contract to design, build, and run the zipline at Riverfront would be a natural and welcome step in our ongoing mission. We are pleased and grateful to have this opportunity and believe that doing at Riverfront that which we are already doing so well at Mica Moon, will create a truly amazing and iconic attraction for visitors of Spokane and Riverfront Park.



BY



Mica Moon and Synergo are corporations licensed to do business in the State of Washington and Operations would register with the City of Spokane and the Washington Department of Revenue for this new location. In addition to our corporate offices in Liberty Lake, the "Spokane Skylines" would have a ticket office on location. We plan to locate this skirted park model office on land provided by Avista as described in the included signed "Letter of Intent" between Avista and Mica Moon, and/or within the park elsewhere.

No current or former City employees have been employed by or on any of the contractor's governing board as of the date of the Proposal or during the previous twelve (12) months. We acknowledge that Mica Moon and Synergo will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City, neither has had a termination for default in the last 5 years.

Richard Stewart  
President, Epiphany Applied Concepts, Inc. DBA Mica Moon

July 24, 2023

## MANAGEMENT PROPOSAL

### 1) PROJECT MANAGEMENT – CONSTRUCTION TEAM STRUCTURE/INTERNAL CONTROLS

- a) Synergo Proposes the following Design and Construction Team Structure:
- i) Prime Contractor: Synergo, Portland OR: Founded in 1994, Synergo began by providing experiential outdoor programming to the Portland Community. From its humble Pacific-Northwest roots, co-owners Jennifer and Erik Marter have grown the organization over the past thirty years into an internationally recognized company specializing in the high-quality design and installation of challenge courses, zip line tours and aerial adventure parks. True to its origins, Synergo still delivers numerous transformational programs to youth and adults through our experiential education programs. Additionally, within the broad spectrum that is the industry today, Synergo's Training Department caters to the specialized needs of hundreds of clients each year, while its Training Department provides qualified course inspections using cutting edge tools and technologies across the nation. Synergo is an accredited full-service organization and Professional Vendor Member of the Association for Challenge Course Technology, performing installation, training, design, consultation, and inspections for clients across the United States.
  - (1) Erik Marter, Owner, and Founder since 1994: Erik has been the Project Manager for over 100 projects in the past 3 decades. He will assist with high level oversight and direction for the duration of this project and is the primary point of contact for design considerations. Erik's career has been formative in the direction of our industry. He served for a number of years as the Board Chair of the Association for Challenge Course Technology and continues working on improving the standard setting organization. Erik actively consults in the creation of legislation affecting the zipline and challenge course industry; working with regulators in multiple states to help guide their process.
  - (2) Kyle Bruser, COO since 2013: Primary responsibilities as regards this project include project tracking, Commissioning Process, Project Documentation, Quality Assurance. Kyle has been working with Synergo for over a decade, assisting with Project Management of over 50 Installations, Material Procurement, Inspections, Commissioning, and Logistics.
  - (3) Ezekiel Caldwell, Director of Construction since 2014: Ezekiel will be the primary point of contact for the duration of the installation, acting as liaison between the client and our team of installers, engineers, and fabricators. Ezekiel is responsible for writing bids, material sourcing, project design, scheduling, and material procurement.
  - (4) Razan Zainab, CAD Drafter and Designer since 2022: Working closely with our Engineering Partners and Internal Design Team, Razan assists in the creation and editing of our plan sets, 3D renderings and conceptual models.
  - (5) Scott Yeomans, Lead Builder since 2020: As a project foreman on the ground, Scott is responsible for installation, day to day scheduling, project timelines and onsite coordination and logistics.

- (6) Gage Bryers, Lead Builder since 2020: As a project foreman on the ground, Gage is responsible for installation, day to day scheduling, project timelines and onsite coordination and logistics.
- ii) Engineer Of Record: Miller Consulting Engineers, Portland OR: When Ray Miller founded MCE in 1978, the world of structural engineering was very different than it is today. The tools of the trade were limited to drafting tables, slide rules and simple calculators. These tools have largely been replaced by computer-aided drafting, building information modeling, and structural analysis software, but experience and engineering judgment remain the most important factor in Miller's designs. Awards include: 2022 Oregon Chapter ACEC Engineering Excellence Honor Award, 2022 Outstanding Aquatic Design Award from Athletic Business Magazine, 2020 Oregon Chapter ACEC Engineering Excellence Honor Award, 2019 Excellence in Structural Engineering Award (SEAO), 2019 DBIA National Design Build Merit Award. Synergo has collaborated with Miller on over 50 projects over the course of a decade.
- iii) Supplemental Engineering: Coffman Engineers, Spokane WA
  - (1) Tom Arnold, PE, Principal, Civil Engineering, DBIA, LEED AP
  - (2) Jeff Mitchell, PE, SE, Principal, Structural Engineering
- iv) Landscape Architects: Bernardo Wills, Spokane WA
  - (1) Dell Hatch, ASLA, Principal | Managing Director of Landscape Architecture
  - (2) Bill LaRue, ASLA, Associate | Landscape Architect

If a contract is awarded, qualified supplemental local trades will be hired under Synergo.

- b) Synergo Past Similar projects/Qualifying Experience
  - i) Restoration Oaks, Buellton CA, Current
    - (1) Scope: Zipline tour with primary and secondary brake systems.
    - (2) Project Details: We are designing and installing eight ziplines with braking systems, of which two will be tandem ziplines like the one proposed for Riverfront Park. Lines and platforms will similarly be built on poles. We have pulled permits from the County. California regulates commercial zipline and aerial adventure park operations, using ASTM F24 Standards. All installation considerations will fall within ASTM Standards.
  - ii) Sequoia Zoo Redwood Skytrek, Eureka CA, 2021
    - (1) Scope: Off-belay ADA accessible bridges and platforms in old-growth Redwood trees.
    - (2) Project Details: Working closely with the City of Eureka, the Sequoia Park Zoo, Community Members, Miller Consulting Engineers, and Consulting Arborists, Synergo completed a series of suspension and catenary bridges in old growth redwoods. The bridges and platforms are completely off-belay and accessed via an ADA accessible, 360' ramp that takes patrons to the beginning of the "Skywalk." The tour takes patrons to a maximum height of 100' off the ground. The Skywalk was recently named "The best aerial Adventure Park in the country in 2023 by USA Today 10 Best Reader's Choice Travel Award Contest." Full permit package submitted to the County.
  - iii) Lanai Adventure Park, Lānaʻi City, HI 2019
    - (1) Scope: Steel, two story Aerial Adventure Park with over 70 elements built into a pond with centralized viewing platforms on both levels, traditional team-building challenge

course set in trees, quad-ziplines, and kids aerial adventure park.

- (2) Project Details: Located in the interior of the semi-remote Hawaiian island of Lānaʻi, Synergo worked closely with Pulama Lanaʻi, Nordic PCL, Miller Consulting Engineers, K2 Engineering, and Twisted Metal Fabrication in the installation of a series of adventure amenities serving both the two Four Seasons resorts on island, as well as the local island residents and visitors alike. We pulled permits for this project and conducted an audit to ASTM F24 once complete.

iv) Girl Scouts of Western Oklahoma, Oklahoma City OK, 2019

- (1) Scope: Two steel towers over a lake, with there and back ziplines with ZipKea braking systems in the GO-CLOUD orientation.
- (2) Details: This project was a partnership between the Girl Scouts of Western Oklahoma and the Oklahoma City Zoo. Oklahoma State regulates Ziplines utilizing ASTM F24 Standards. Synergo worked closely with the Girl Scouts, the city, and the State in the installation and commissioning of these out and back ziplines. Steel towers were erected and bolted to concrete pads with internal staircases to access zipline launch and terminations. Miller Engineering served as the EOR and K2 Engineering out of Reno performed a 3rd Party ASTM F770 Audit for the documentation and proposed operation of the lines. The lines have been in operation since 2019.



FIG. 14.—Slipped square knot.

## 2) OPERATIONS MANAGEMENT – OWNER AND STAFF QUALIFICATIONS / EXPERIENCE

a) Mica Moon proposes the following Operations Team Structure:

i) PROPOSED: Spokane Skylines, LLC, a subsidiary of Mica Moon

(1) Mica Moon is in its ninth year of operation. In those years it has seen steady growth.

Mica Moon is almost perfectly suited to operating the ziplines at Riverfront Park. As the winner of the Visit Spokane's "Spirit of the Intermountain Northwest - Small but Mighty" award Mica Moon was officially recognized as Spokane's premiere tourist attraction. When the ACCT annual conference was scheduled to be held in Spokane in 2021, Mica Moon had the honor of being chosen by Visit Spokane to write an introduction to Spokane on the brochure that was handed out to the thousands of ACCT attendees. The conference was canceled due to Covid, but thousands of ACCT members learned about our amazing city. The brochure is attached in the appendix.

Our three-hour zipline tour and this zipline ride at the falls are distinct enough experiences that they will not compete and will most certainly cross-promote, driving traffic to both venues. Mica Moon's "top of the page" Search Engine Optimization (SEO), highly positioned results in google, and internet searches will be very beneficial to the success of the ziplines at Riverfront, especially in the initial years. Our established relationships with local businesses, schools, retirement communities, churches and clubs like the Boy and Girl Scouts will also benefit from the attraction at Riverfront Park.

ii) PROPOSED STAFF EXPERIENCE AND QUALIFICATIONS:

(1) Richard (Rik) Stewart, Principal, CEO

As the major shareholder and CEO, Rik will oversee Marketing and the Operations Team. Rik will also participate materially in securing permits and approvals in the phase 1 feasibility portion with the other design team members and coordinate with Synergo throughout the design and construction phase.

After securing start-up capital funding, Rik founded Mica Moon in 2012 and spearheaded permitting and property permissions on the 300+ acres upon which Mica Moon Adventure Park resides. Rik met with the County Commissioners and successfully amended the Spokane County Rural Conservation Zone, county wide, to allow for Commercial Recreational use under a Conditional Use Permit. Rik then successfully obtained a Conditional Use Permit and defended a legal suit challenging the hearing examiner's decision. The suit was eventually dropped and dismissed with prejudice. Rik spearheaded successful SEPA, HPA, Habitat management plans, geotechnical surveys etc.

In the subsequent 9 years he has accumulated specialized and valuable experience running the Inland Northwest's iconic and world class Zipline and Adventure Park. He has utilized these skills to excel in areas of marketing, staffing, risk



management, and creating a company culture of success. These business skills give him a skillset uniquely optimized for the responsibilities he will undertake at Spokane Skylines. Rik has been an active member of the ACCT since 2013 and has participated in continuing education courses at the ACCT for the duration of his membership.

(2) Heidi Stewart, Principal, CFO

Heidi will oversee the budget, expenses, and bookkeeping. She has been the CFO and COO for Mica Moon since 2015. Heidi performed payroll, paid and filed monthly/quarterly taxes, and year end tax preparation. She handled all accounts receivable and payable and oversaw the budget. She designed operations of tours and managed logistics of shuttling all guests to/from the office in Liberty Lake to the mountain. She managed the guide staff, oversaw scheduling, and performed regular safety meetings. She has assisted in guide training since 2016. Heidi has been a member of the ACCT since 2016.

(3) Drew Stewart, Principal, General Manager and COO

Drew will manage training, staffing and operations. He will also manage daily inspections, periodic inspections, and general business practices. Drew has been a guide, head guide, course manager, and general manager for Mica Moon. He managed the guide team and performed training since 2021. Drew is a certified course manager through Synergo. As course manager of Mica Moon, he oversees daily operations of tours, inspections, safety meetings and protocol. Drew has been an active member of the ACCT since 2016.

iii) SUBCONTRACTORS

(1) Synergo, LLC – Erik Marter (See [Project Management Section 1a](#))

(2) Active Travel Marketing Brad Moss, Founder, CEO.

Brad has contributed to the marketing success of Mica Moon since its inception and his company Active Travel Marketing is one of the premiere Digital marketing Companies in the world and specializes in online promotion of active travel industries. His portfolio and what Active Travel marketing does for us, including a mock up of what he will do for Spokane Skylines at Riverfront Park can be viewed at the following link: <https://pages.qwilr.com/Mica-Moon-at-Riverfront-W3Py0LITeu1E>

(3) PE, SCJ Alliance - Scott Rivas, Scott will assist in the permitting process.

b) References

- i) Please see the attached letter of reference from Robert Monaghan. Besides being the principal owner of Hibbs Hallmark, one of the largest and most respected insurers of outdoor recreation in the country, Robert is a recognized industry expert in the ACCT. He often speaks at ACCT workshops or is included in panels for discussion on accident trends,

newest safety policies and liability issues. Robert has also provided a reference on behalf of Synergo in the same letter.

- ii) You will also find attached a letter of reference from Kyle Bruser who is also a respected ACCT expert. Kyle has been intimately acquainted with Mica Moon's operations, policies, and procedures since 2015.

## TECHNICAL APPROACH

Mica Moon has assembled a group of private investors, each willing to invest between a hundred thousand and a million dollars. Many of the same group of previous private investors participated in Mica Moon's startup nearly ten years ago and have agreed to invest with us again in this new attraction. Exact terms and amounts from each investor are to be determined when Mica Moon has been selected as the winning proposer and the feasibility questions have been answered. Additional funding is available from newly acquired investors who are intrigued by the unique prospects that this attraction holds. Included is an example of a "Memorandum of Understanding" to document these commitments.

A line of credit from Washington Trust Bank, whom Mica Moon has banked with for 12 years, is planned to be dedicated specifically for expenses associated with this project. Additionally, my builder, Synergo, has been an investing partner in the past for construction expenses and has expressed a willingness to possibly do so in this case. It is important to note that due to the early stage of this RFP, and the requirement for a phase 1 contract for feasibility, finalized agreements with investors are not possible at this time. Mica Moon has access to the funds required to complete Phase 1 and could self-fund until the RFP bid and the feasibility and permitting phase is complete and construction and start-up investment can be finalized.

Both Mr. Stewart of Mica Moon and Erik Marter of Synergo will ensure that the design, feasibility, and construction portion of the project stays within budget. A 15% contingency in the budget will be used where materials price increases or other unforeseen and unavoidable expenses arise. Heidi Stewart will monitor the budget from an accounting perspective once operations begin, which she has done for Mica Moon for almost a decade.

Mr. Stewart and Mr. Marter used their distinct experience and perspectives to create a unique attraction on Mica Peak which has proven to be a winning recipe over the years. They have combined their talents and vision again and with "outside the box thinking" has created a unique and complete experience to be had at Riverfront Park's Spokane Skylines.

A unique design element in our proposal includes a portable, but skirted and permanent looking, practice zip on Avista property. This orientation zip will encourage the less adventurous guest, who would otherwise not be willing, to try the big lines under the bridge. It has been our experience that a well-designed orientation zip will vastly decrease the number of people who "bail" and greatly increase the number who will attempt the larger lines. It also offers a more affordable option to those who simply want to zip but can't afford the longer lines. From a marketing standpoint there is a well-known strategy associated with offering a "Premium Combo package" of both zips and perhaps even an extended Riverfront Park tour back to our ticket booth.

Another exciting aspect of our proposal is the construction of a larger "Observation deck" adjacent to the zipline landing east of Redband Park. This will offer zipliners that are perhaps part of a

group, an amazing view of the falls up the river and an opportunity to watch their friends come zipping in. This gathering place will have interpretive signage and benches for all to enjoy and will remain open to the Peaceful Valley Community for their use even when the zipline is closed and locked out. It is here that zipliners will wait, attended by staff, a few minutes for the next shuttle. All of this will limit the intrusion into Peaceful Valley and benefit the community with the observation deck. Sort of a Peaceful Valley version of A Place of Truths Plaza, complete with a mirrored view of the falls.

The stated goal of the RFP is to provide a "...major and compelling anchor attraction..." One that would "...support a thriving downtown experience." At the beginning at Mica Moon in Liberty Lake, what had what we perceived as a challenge or drawback associated with the CUP requirement to shuttle guests to and from our property on Mica Peak. This wrinkle became a hugely popular asset. We decided to have our driver give our guests a narrative describing the history, geology, and wildlife of Liberty Lake, the Saltese Flats and Mica Peak during the 15-minute shuttle drive. Instead of being a drawback, the "guided" shuttle ride has become a regularly mentioned and loved part of the zipline adventure. It is often mentioned fondly in our many 5-star reviews. We intend to do a similar and site specific "edutainment" narrative on the guided trip back to and through the park. These are just a couple of the unique add-ons that we propose will transform this experience from just a zipline ride to a major anchor attraction and a thriving downtown experience.

The proposed timeline for this can change dramatically if there are challenges in the permitting process. Of particular concern is the conditional use permit and associated construction variance and the requirement for a SEPA and habitat management plan. Once Phase 1 feasibility and assessment phase is complete a more manageable timeline can be predicted. Construction should only take about 4 months and operational preparation can take place concurrently.

## **OPERATIONS APPROACH**

### **1) CUSTOMER EXPERIENCE: TICKET SALE TO DEBRIEF**

#### **a) Ticket Sales:**

i) Customers will find Spokane Skylines through a multitude of ways. Any tourist visiting Spokane and researching things to do online will find Mica Moon listed at the very top. Our website, complete with dynamic video. These graphics and enticing descriptions of Riverfront Park and our ziplines there will catch their attention. Many guests will book online to reserve a spot and include an action-packed day at the park in their travel itinerary. Others will put this on their list of things to do next time they are downtown. Many of the thousands of loyal repeat customers at our zipline tour and adventure park on Mica Peak will also see this NEW offering online and reserve a spot or head downtown.

Many customers will find the attraction through our partners who will be selling our packaged premium deals. We plan to offer “Zip and Dip” packages with local rafting companies. “Zip, Dip, and Sip” packages can be offered by us and our partners with some of our more popular wineries and restaurants participating. We plan on offering ticket sales even with partners in Kendall yards and shuttling these guests to our zips.

Of course, many people who are already visiting the park will simply happen upon our centrally located ticket booth on Avista property and seeing people laughing and enjoying a zip on the practice zip, will jump in line. A large flatscreen TV will loop zipliners the lines under the bridge and they will want that experience as well.

A similar 75” flatscreen is located at the reception center in Liberty Lake for our 3-hour zipline tour experience. This monitor will also showcase the Spokane Skylines. After seeing the looping action video of happy guests taking in breathtaking views of the falls, many of these people will also become customers. Cooperative agreements with the park could also see substantial ticket sales as part of park offerings at the Loeff Carousal or Numerica Skyride and skate park locations.

Nine years of experience at our Mica Peak location has shown us that word of mouth and repeat business accounts for a huge percentage of our customers. Mica Moon is a leader in the industry in percentage of repeat customers. We have thousands of repeat local customers who, looking for ways to entertain visiting friends or family, think of the great experience that they had with Mica Moon and book again to share the experience with them. At this price point many more local people will bring visiting friends and family or make it an annual excursion to zip the falls as they have done at Mica Moon on Mica Peak.

b) The Zipline Experience:

i) After buying their ticket, guests will be conveyed via open air 6 to 14 seat electric vehicles to the take-off location at Place of Truths Plaza. A safely located "load and unload" pullout already exists on Main Street at the beginning of the ramp to the lower level of the plaza where the take-off platform will be located. Since ticket sales and safety briefings will all take place at more central park locations, like the Avista property, there will be no congregating or clutter at Place of Truths Plaza. Manageable groups, one shuttle at a time, will be directed to the new staging platform built on the east end of the plaza.

Two by two, guests will be let through the gate from the staging deck onto the take-off platform with the sending guide. Audio/Video communication equipment will allow the guiding staff members at each end of the zip to coordinate zip traffic in accordance with ACCT procedure. After ensuring that the lines are clear and the guests are comfortable and ready, the sending guide will do a recheck of the guest's equipment and send the zipliners down the lines.

At the landing platform in Peaceful Valley the receiving guide will await the zipliners, operate the braking mechanism and unclip the guests upon their arrival. A quick debrief will be performed by staff as they are unharnessed. Our tradition of asking guests for a one-word description of their experience will continue to include the oft repeated word "AWESOME!". Delighted guests will pass through the security gate to the observation deck. On this observation deck they can admire the view up the river, share pictures or video of their zip, or read historical interpretive signage while they wait for the rest of their party and the electric shuttle transport back to the park.

At regularly timed short intervals and when there are sufficient guests, the shuttle will transport them back to the park. Much like we do in our shuttle vans to Mica Peak, on the ride our driver/tour guide will give an informative and entertaining narrative regarding the history and geology of the Falls and point out other interesting facts. Depending on which package they bought, this "tour" can end after a quick trip to our ticket booth or be an extended tour through the park. This extended tour would further discuss native American history, the great fire of 1889, etc., all while highlighting other points of interest like the Radio Flyer, Garbage Eating Goat, Loeff Carousell among others. My discussions with STA have indicated that this transport idea does not conflict with their operations. It appears that should Mica Moon be selected to operate the ziplines Megan Duvall, the Spokane Historic preservation officer, would be happy to help us with this narrative.

Spokane Skylines affords a singular opportunity to create strategic partnerships with other downtown businesses and organizations. "Zip and Dip", (zipline and whitewater adventure packages), are a popular partnership in the industry where it is logistically

feasible. “Zip and Sip” packages are even more popular, where ziplines partner with local restaurants or wineries. Some zipline operations have even offered a “Zip, Dip, and Sip” package for the truly adventurous who also want to unwind after a high adrenaline day. There are many potential strategic partners for these activities that are logistically a dream come true for potential partners and could bring a fresh injection of excitement and revenue to downtown business.

Outdoor aerial activities like zip lining are great platforms for team building, leadership, and recreational therapy facilitation. There are several organizations that Lars Gilberts, the VP of Equity & Community Development for Numerica Credit Union has been kind enough to introduce us to. We plan on partnering with several of these organizations. Recreational therapy is a remarkably successful way of facilitating fast and enduring growth in youth. It is equally effective for disadvantaged youth and those who have the world at their fingertips but need focus and direction. It is helpful to those with physical limitations, mental health challenges, and has been almost a miracle cure for those with PTSD.

We will expand our already robust community outreach. We receive solicitations for donations on a weekly basis throughout the year. Charities and other service organizations often approach us for auctionable gift certificates. We have participated in TV and radio campaigns that have benefited many groups and interests. Mica Moon has provided auction items and donations to dozens of organizations. Make a Wish, MDA, American Cancer Society, Wishing Star, Leukemia and Lymphoma Society, Rotary, Second Harvest, are just a few of those we have donated to. We have also supported dozens of schools, churches, senior nights, and private fundraisers.

Lars Gilberts, VP of Equity & Community Development at Numerica, has been kind enough to sit down with us and give us a list of causes and contacts that will be our neighbors there. We will continue to give away tickets, provide free passes and support community outreach and equity. Our presence in the downtown area will expand those opportunities dramatically with additional revenue and activities to share. We are excited to partner with organizations and causes specific to the neighbors that we will rub elbows with at Riverfront Park. We also intend to create leadership and team building activities for disadvantaged youth and aspiring young leaders.

We will announce regular “\_\_\_\_\_ Zip Free” days. (We plan to work with a variety of disadvantaged groups on these zip free days. This will be a specific time frame when disadvantaged groups can come and enjoy the ziplines free of charge or vastly discounted. We will also have promotions where a substantial amount of the day's revenue can be donated to particular causes such as homeless programs.

Mica Moon is in its ninth year of operation. In those years it has seen steady growth with a huge post-Covid bump in 2021 as people were anxious to get out and do things.

The Treetop Adventure climbing park was created in 2017 and has been a great second offering to the zipline tour. “Combo” packages, where guests book both activities in the same day have become extremely popular and have added to the profitability of both courses. In 2018 Mica Moon constructed our 3500’ canyon crossing zipline, “Big Mama”. With that addition we now host one of the longest and most spectacular ziplines in the western half of the continental US. An “East Course” at Mica Peak is just reaching completion and will be commissioned before next season to allow for a higher throughput of customers on currently sold-out days as well as a shorter tour option for an ever-increasing number of large corporate groups, schools, and church bookings.

c) Pricing and Ticket Sales Process

- i) Prices for the practice zip our first year will be \$11.95.
- ii) Prices for the dual Line Skylines under the bridge will begin at \$26.95.
- iii) A Combo package including the orientation zip AND the Falls Zip will sell for \$29.95.
- iv) A Premium Package of both zips and the extended shuttle tour will sell for \$34.95.

As described previously, tickets will be sold online, purchased on a mobile app at home or on site, at our ticket booth on Avista land or at currently existing ticket offices for the gondola ride or Carousel. Additionally, strategic partners will sell tickets and co-branded packages at their locations outside the park, downtown and in neighboring Kendall Yards. Hats, shirts, stickers, phone lanyards, photos and other concessions will be available for sale.

Safety measures associated with the ziplining activity and transport of guests is a fundamental and central part of operations at Mica Moon. As is our policy, all aspects of the design and operation are centered on prescribed protocols and redundancy. Dual lanyards, dual brake systems, dual communication methods are all part of design and culture. Mica Moon will only use ACCT and Industry prescribed equipment and guest gear. Our local operating procedures and methodology are all prescribed and reviewed by third party ACCT PVM’s and will continue to be in a site-specific fashion at the park zips. The models and brands to be used are outlined by Synergo in their contract with Mica Moon and are industry approved and certified for their use.

As we have done at Mica Moon for our entire 9 years of existence, mandatory, roll called, bi-weekly safety meetings will be held. Here policies, procedures and emergency plans are to be reviewed and discussed. This will ensure that our staff maintain their skills and are up to date with safety standards in the industry. A quick review of Mica Moon’s many 5-star reviews will reveal that our guides, their attention to safety, their confidence building attitudes, humor and service are the most often mentioned highlights of the ziplining experience.



Training will be performed periodically, as needed, in a group setting by certified ACCT PVM trainers. Each staff member will be certified with site-specific ACCT training and given a certificate certifying the completion of that training. Regular “In-house” training will supplement the ACCT certification training. Guides and staff will be trained specifically in the usage of gear, brake systems, policies and the procedures used on the lines that they are monitoring at Riverfront Park. Regular training for drivers will also occur.

At Mica Moon’s facilities on Mica Peak we have contracted with Spokane County Fire District 8 for emergency services. FD-8 has been an integral partner in the creation of our emergency services planning and inspected our property for accessibility. We have cleared and created two emergency services helicopter landing zones on our property at Mica Peak and pilots have been onsite to inspect their viability. Similarly, detailed emergency service partnerships and planning will be put into play at Riverfront Park and the associated emergency plan procedures will be formalized, memorized, and followed.

d) Course Maintenance

- i) Maintenance, servicing of equipment, gear, and the ziplines themselves are a regularly scheduled and well documented activity. These inspections and maintenance actions are recorded and logged for a detailed record for ACCT accreditation purposes. Daily pre-use inspections include checking and recording every aspect of the zipline equipment, course elements, and weather conditions.

Hours of Operation and operating schedule will be like those of the Numerica Skyrides. The ziplines will operate year-round and hours of operation will be adjusted for appropriate operation with regard to weather conditions. Staffing numbers and closures may also be affected by traffic in the park. It has been our experience that severely unfavorable weather conditions and air quality due to forest fires has a huge impact on our outdoor offering. Unlike the gondolas, the ziplines will not be affected by hot weather.

Minimum staff on-site to run the ziplines on a slow winter day is three and maximum staff required is eight. Generally, a crew of five could operate the lines and transportation. Mica Moon will train site specific staff. Some will be seasonal staff hired for the peak season and others year-round staff. Many staff and guides that work at the Mica Peak zip tour will be trained to work at Riverfront to facilitate sellout crowds associated with Hoopfest, Bloomsday, Pigout in the Park, etc.

The brake system on ziplines is the single most important mechanism. There are guide assisted zipline brakes and spring, friction or magnetic unassisted or automatic braking systems. Guide assisted braking systems are generally much more comfortable

and less abrupt than automatic systems providing for an overall more enjoyable experience. Automatic braking systems remove the chance for human error associated with guide assisted braking systems that could result in a collision and allow for faster turnaround and higher throughput.

The Gocloud/Zipkea braking system that Mica Moon will employ at Spokane Skylines is the best of both worlds. The guide assisted GoCloud brake allows the receiving or braking guide the ability to feather the brake and bring the participant in at the optimal speed for a comfortable landing. The Zipkea creates both an unassisted back up brake that removes human error from the braking equation and provides a capturing device. This capturing device helps to eliminate retrievals associated with participants not following instructions at the landing and zipping back out on the line, safety features of braking systems, harnesses, landing platform, communications etc.

The paragliding style Skyline skyTECH harnesses and skyTECH trolleys with handlebars are state of the art and will help accommodate those with special needs or ADA type limitations. The skyTECH harness is a hammock-like harness that is easier to use for those who are less ambulatory. Being a seat-less ride, ziplines are not subject to most ADA requirements but we will be able to accommodate many of those with special needs or limitations.

#### e) Free Tickets

Promotions for disadvantaged youth, charitable organizations, describe offers. How distributed. We will expand our already robust community outreach. We are solicited for donations weekly, throughout the year by charities and other organizations. We have participated in TV and radio campaigns that have benefited many groups and interests. Mica Moon has provided auction items and donations to dozens of organizations such as: Make a Wish, MDA, American Cancer Society, Wishing Star, Leukemia and Lymphoma Society, Rotary, Second Harvest, etc. We have also supported dozens of schools, churches, senior nights, and private fundraisers.

We intend to continue to give away tickets, provide free passes and support community outreach and equity. Our presence in the downtown area will expand those opportunities dramatically with additional revenue and activities to share. We are excited to partner with organizations and causes specific to the neighbors that we will rub elbows with at Riverfront Park. Lars Gilberts, VP of Community Outreach and Equity at Numerica has been kind enough to sit down with us and give us a list of causes and contacts that will be our neighbors there. We also intend to create leadership and team building activities for disadvantaged youth and aspiring young leaders.

This attraction, (through design, construction, and programming), will most definitely reflect the natural beauty, history, and culture of Spokane and its River. Most ziplines world-wide are the definition of responsible eco-tourism. From the rainforests of the Amazon to the mountains of Tennessee, ziplines depend on showcasing and protecting the natural environment in which they are found. This will also be the case at Riverfront Park. The location of the take-off platform, at the extreme east end of the Place of Truths Plaza with the ziplines hugging the retaining wall below, will preserve the viewshed above while simultaneously affording amazing views to the ziplining participant.

Platform footprints at both ends of the zipline cables are minimal. With the exception of dead or dying trees immediately ahead of the landing platform, no trees will need to be removed. Electric vehicles and minimal presence in the Peaceful Valley neighborhood will create a quiet and environmentally sound operation. Gravity is the power source for ziplines and is quiet and clean. The presence of staff and visitors should eliminate vagrancy and associated trash, drug paraphernalia and human waste present there now which is also an environmental win. The Electric Vehicle shuttle, as planned, will pass by several restroom facilities both on main street and within the park on its return path.

There are only a few requests that we as apropos would have from the City of Spokane other than those already outlined in the RFP. The proposer requests assistance, where possible, in facilitating the permit process to help facilitate an opening that coincides with the Expo '74 anniversary. Mica Moon also needs permission from the City and the park, under a conditional use permit, to transport participants up main street and through the park, (on designated paths) in 6 to 14 passenger electric vehicles. STA has been approached about this concept and indicated that it should not interfere with their operations. Avista and their engineers have been instrumental in providing technical help in this area and have indicated that charging stations can be provided for facilitating this environmentally sound method of transport. Their engineers have reviewed our preferred choice of electric vehicle. This report and specifications of the vehicles have been included. One of the transport vehicles will have ADA transport capabilities.

The final request of the City of Spokane and the park is the request to provide access at already existing locations to assist in ticket sales as well as a dedicated ticket booth spot within the central body of the park to utilize as a backup or additional location to the one currently offered in the Letter of Intent with Avista. Co-promotion of the zipline attraction in connection with other park attractions, events, strategic partners, and celebrations would be of value to all parties.

## **BUDGET AND COST (REVENUE) PROPOSAL**

Synergo has provided the feasibility, design, engineering and construction budget, which has been included as an attachment. This budget is subject to change as the complex issues associated with feasibility, permitting and engineering are still in the early stages. Synergo has estimated that total cost to be around \$2million. This expense will be reflected in the operational costs as a debt service line item. Equity investment versus loans will also change the amounts in that line item and feasibility and associated costs will change how much equity will be involved. It should be noted that the pro-forma revenues and expenses will be substantially affected by these yet unknown factors.

According to my ACCT sources, common industry practice revenue share for public/private relationships like the one described in the RFP considering the pro forma revenue estimates of this attraction would be between \$40,000 and over \$80,000. The amenities provided by the public entity and the agreed improvements provided by the public party are the main drivers of that shared amount. In the case of this RFP, the proposer is responsible for almost all of the improvements.

The City of Spokane legal department has required a \$10 million dollar liability coverage. This amount is 5 times the accepted industry practice. This expense will be over \$110,000 annually and is a significant portion of the remaining revenue after other operational expenses are counted. In an effort to align this proposal with common industry practices associated with public/private relationships a slightly different approach had to be taken to address the additional costs.

We propose a permit fee paid to the City of Spokane in the amount of \$50,000 per year.

**See Addendum 1 - Synergo Phase 1 Scope of Work Proposal and Cost Opinion for Spokane City Zip Line Project 7.20.2023.pdf**  
**See Addendum Pro forma budget**

## **EXECUTIVE SUMMARY**

It would not be surprising if Mica Moon is the only submission received by the City of Spokane for this RFP. There are only a handful of companies west of the Mississippi that even meet the minimum requirements to respond with a proposal. Mica Moon as Operator, and Synergo as design and Build team member, are the two best suited of those few eligible companies. The other key members of the team in this endeavor are also the best to be found. Local companies, Coffman Engineering and Bernardo Wills landscape architecture, not only bring their own respected expertise but a comprehensive list of local sub-contractors, service, and material suppliers whom they have worked with over the years in the Spokane and downtown area.

Mica Moon is perhaps the only zipline company that has the passionate belief that the extremely expensive and challenging feasibility, engineering, and permitting phase of this project will be justified by the beauty, excitement, tourist draw and financial impact to downtown and the park of this soon to be iconic attraction. It is our firm belief that the viewsheds currently found at the Place of Truth Plaza and in the wooded area east of Redband park will quickly improve, being replaced by a steady stream of eager local fun seekers and tourists who will appreciate not only the exciting new attraction but the beautiful setting nearby.

Mica Moon's vision for Spokane Skylines has always been much more than just a zipline ride. Our dream since the plans were first made public has always been for a complete experience, an iconic anchor attraction at the park. This is why in 2019, in anticipation of the possible release of a future RFP, Mica Moon signed the Letter of Intent with Avista. Their willingness to possibly provide land for the practice zip and ticketing booth centrally located in the park eliminates crowds at the Plaza and maximizes the zipline experience. Avista's charging stations and resultant environmentally sound Electric transport vehicles with guided tour guide drivers play perfectly into Mica Moon's 2012 mission statement which states "...creating lifelong memories that friends and family will talk about for years to come."

This attraction could be exactly what the downtown area and Riverfront needs post-Covid.

## IMAGES

ADA Electric Vehicle with Ramp



Existing Ramp to Takeoff Platform ADA





Lower Ramp At Takeoff



Another View of Zip Line From View Shed South Perspective Long Shot





Place of Truths Uncluttered Viewshed with Zipline in Place



Takeoff Platform Looking at Place of Truths Plaza





Viewshed from Library– Zip Line Not Visible



Place of Truths Plaza Viewpoint now

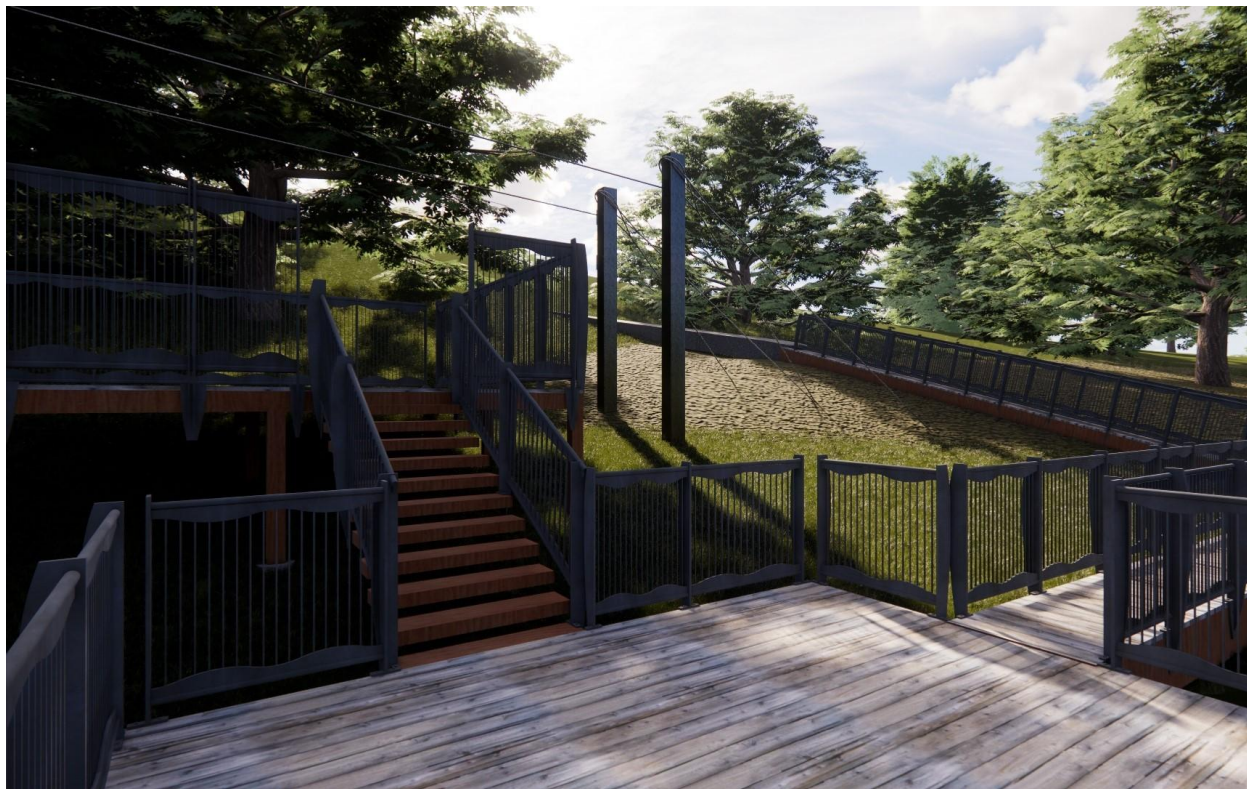




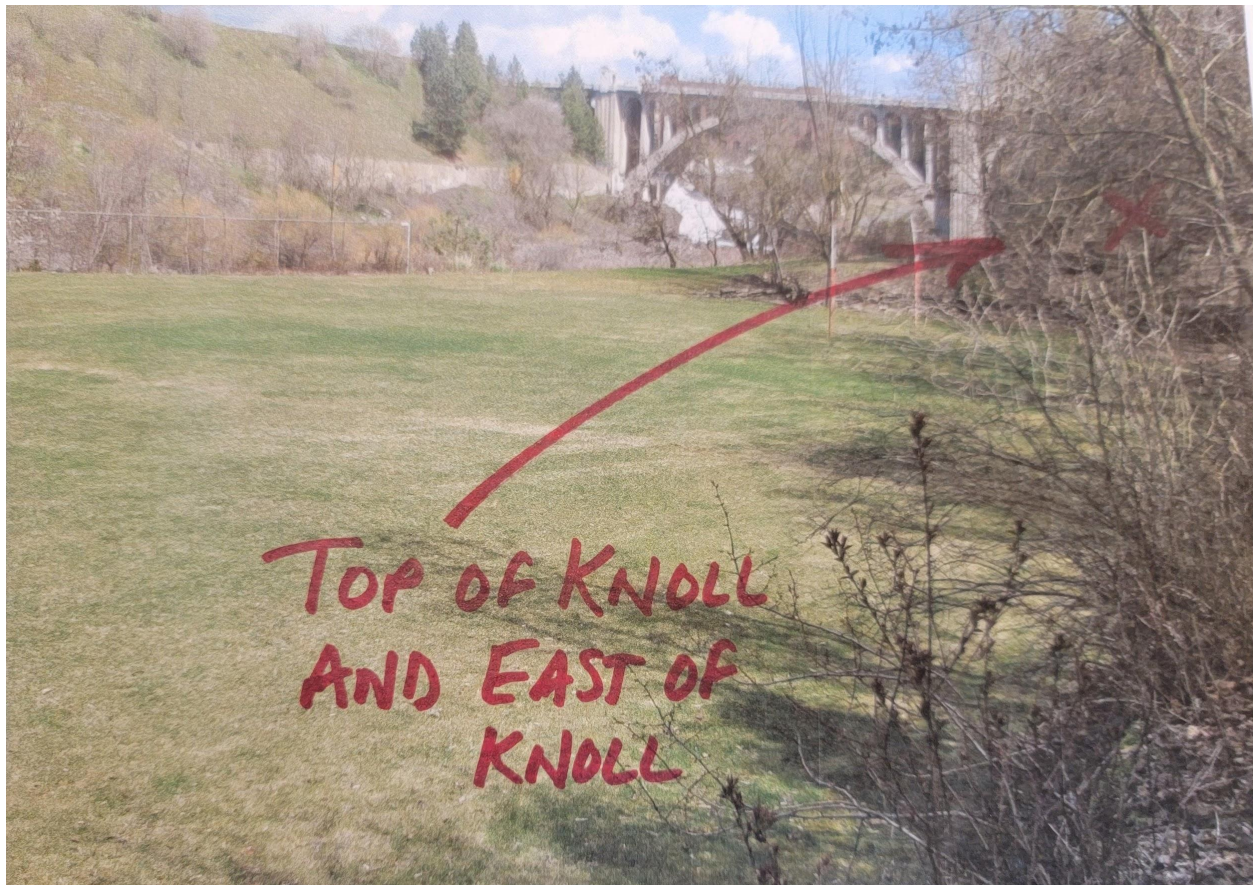
Proposed Path Up To Main Street



Landing Concept at Redband Park with Observation Deck and Ramp



Redband Park Top of Knoll





Pathway to cleanup for Electric Vehicle Route Out of Redband



Historical Redband Park Top of Knoll





Where path empties on Main (Note noxious weeds)





Mica Moon Visitors Map (Global and USA)





## Letter of Recommendation

Synergo, LLC  
15995 SW 74<sup>th</sup> Ave #200  
Portland, OR  
97224  
(503) 746-6646

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7.20.23

To Whom it May Concern,

Synergo has been working with Rik and Heidi Stewart since 2015 when we originally installed their Zipline Tour.

Since that time, we have conducted numerous annual inspections and trainings on their course, as well as installed an adventure park on the property. Mica Moon has a proven track record of safety and addresses any maintenance on the course as outlined during their annual inspections in a timely manner. It is clear safety is their number one priority, followed closely by taking care of their employees and clientele.

Additionally, they are major presences at our Industries' annual conference, held in a different US City each year, attending workshops and forums, and offering their professional opinions on a wide array of industry-relevant topics. We work with hundreds of clients each year, and often encounter ownership teams that are relatively hands off in operating their courses, preferring the management team onsite to handle the day-to-day logistics. Refreshingly, Rik and Heidi have always been and continue to be a major presence in the operations of their courses, allowing them to make timely and informed decisions around various issues as they arise and support their employees from the ground up.

The success of their operations over the past 8 years is a testament to their professionalism, intelligence, and most importantly, their enormous hearts.

We truly value our partnership with the Stewarts and look forward to many more years working together.

Best regards,

Kyle Bruser

Chief Operating Officer, Synergo, LLC





Hibbs ♦ Hallmark & Company  
Insurance Agency

City of Spokane, Purchasing

Attn: Thea Prince -RFP Coordinator

915 N Nelson St

Spokane WA 99202

RE: RFP #5922-23

Epiphany Applied Concepts, Inc. dba Mica Moon

Dear Thea,

I understand my client has submitted a proposal related to FRP #5922-23 and I would like to provide some supporting information.

We provide Property and Casualty coverage to Epiphany Applied Concepts Inc., insuring their zip line operation and have since 2016. They are insured through a national program I developed 25+ years ago for this industry. The program is insured by Markel Insurance Company, who is rated A+15. To qualify for this program the insured must subject themselves to annual inspections from ACCT PVMs to assure compliance with ACCT national standards for construction. We also require them to have a formal documentable staff-training program as well as daily course inspections. This is addition to the normal underwriting due diligence insurance company perform. They have to demonstrate they have the business acumen and experience required. I am pleased to state; they have demonstrated these practices since day one.

Since 2016 to present, they have reported one incident for consideration under their General Liability policy and \$615 was paid. It was a first aid injury. They have an excellent record of accomplishment and this can be validated through company loss runs.

The two owners are very active in their industry association, ACCT, and I see them each year at the conference attending workshops and networking with other operators and professionals.

My understanding is they will need to increase their limits of General Liability coverage and we have already received commitments from the company underwriter to provide the higher limit if they awarded the contract.

I noticed in the RFP that you mention Synergo performed informal site assessment. We insure Synergo as well, and highly recommend them as a builder. They have an excellent history and are very active in ACCT governance.

Sincerely

Robert P. Monaghan CIC

President

# Heidi Stewart

Chief Financial and Chief Operations Officer

Liberty Lake, WA

509-217-8052

[heidi@micamoon.com](mailto:heidi@micamoon.com)

## Experience

2015 - Present

Chief Financial and Chief Operations Officer, Mica Moon

- Designed protocol and operations for Mica Moon Zip Tours
- Collaborated with global partner Synergo to implement top-of-the-line safety protocols and training
- Oversaw daily operation of zip tours, aerial tours, and catering
- Hired, trained, and managed all zip guide staff
- Maintained payroll, and federal and state payroll taxes
- Managed customer relations and guest experience
- Won TripAdvisor's People's Choice Award - Top 10% of all tours worldwide, Rated #1 Outdoor Activity in Spokane
- Earned over 2500 5-star reviews on Google, TripAdvisor, Facebook, Yelp, etc.

2012 - Present

Controller, Liberty Lake Portal, LLC

- Conducted all bookkeeping, payroll, filing of quarterly taxes, and annual tax preparation
- Responsible for collecting rents from 59 tenant lease accounts
- Coordinated and executed all tenant appreciation and events

## Education

1988-1992

Bachelor of Arts, Brigham Young University

- Communications Major
- Business Management Minor
- Music Minor



# Drew Stewart

## Zip Line & Aerial Park Operator

Zip line and aerial park operator for Mica Moon Zip Tours. Years of industry-specific experience, coupled with relevant certifications and training make this individual a qualified professional. Being an ACCT certified guide, course manager, and trainer has provided all the necessary skills to operate and manage a zip line, aerial adventure course, and team in accordance to ACCT standards.

## Contact

### Phone

(509) 850-6438

### Email

drew@micamoon.com

### Address

23403 E Mission Ave. Suite 111  
Liberty Lake, WA 99019

## Education

2021

**Bachelor's Experience Design**  
BYU Marriot School of Business

2016

**Associate of Arts - Communication**  
Spokane Community College

## Certifications & Training

- Member of ACCT since 2015
- 2023 Zip Line and Challenge Course Full Certification through Synergo ACCT PVM
- 2022 Certified American Red Cross First Aid/CPR/AED Instructor
- 2021 Certified Events Planner
- 2020 Certified Sales Team Leader

## Language

2019 Portuguese Certified Fluent

2019 Spanish Certified Fluent

## Experience

### 2018 - Present

Mica Moon Zip Tours | 23403 E Mission Ave Ste 111 Liberty Lake, WA

#### Zip Line & Aerial Operator

- Facilitated the hiring, training, and management of staff following ACCT guidelines to maximize team safety skills and performance.
- Principle liaison between marketing team and Mica Moon to represent company's mission and interests.
- Oversee meeting financial targets through close monitoring of expenses, labor hours and supply use.
- Perform specialized periodic inspections of course and necessary maintenance to keep course in line with ACCT standards.
- Lead bi-weekly team safety trainings to ensure team skills are maintained and up to date with recent industry trends.
- Train team in soft skills to create positive customer experiences and mitigate fear.

### 2015 - Present

Mica Moon Zip Tours | 23403 E Mission Ave Ste 111 Liberty Lake, WA

#### Aerial Adventure Guide

- Ensure guest safety and facilitate guest outdoor experience to be memorable and meet company mission.
- Periodically certified by passing a written and practical exam administered by a ACCT third party PVM.
- Received hundreds of 5 star reviews meant

### 2019 - 2021

Aptive Environmental | 191 River Park Dr. Provo, UT

#### Sales Representative/Team Leader

- Facilitated new hires, sales employee training, and route manager.
- Represented company interests through monitoring customer's services treatments.
- Trained and mentored new employees to maximize team performance and achieve daily performance objectives
- Sold pest control agreement door-to-door.

## References

### Kevin Trump

Lead Trainer, Synergo

Phone: (609) 234-1437

Email: kevin@teamsynergo.com

### Jacob Gill

Sales Professional, Aptive Environmental

Phone: (509) 578-0237

Email: jtgill16@gmail.com



SYNERGO, LLC  
15995 SW 74TH AVE, #200  
PORTLAND, OR 97224

# ***Project Proposal***

City of Spokane Zip Line RFP

ATTN: Rik Stewart and RFP Coordinator Jonathan Moog

Spokane City Hall

Spokane, WA 99201

July 20, 2023

Dear Rik Stewart and RFP Coordinator Jonathan Moog,

Here's the proposal for the scope of work that we discussed for the tandem zip line. Please review and let me know if you have any questions. A couple things that I'd like to note;

- This is VERY preliminary, but I wanted to capture as many of the potential costs as possible up front.
- Design and Engineering is estimated for total project. 30% Phase 1 estimate may be established based on permitting requirement findings.
- Many items included are what I recommend for 10 years of high-capacity operations. There are savings in different materials that we can address, but this is the premium budget.
- The budget also assumes that Synergo is GC'ing the entire project; including site control, pathway improvements, civil work, all construction, etc. based off our current knowledge of the project scope of work.
- Housing charges are included for Synergo's crew for the aerial portion of the project as well as supplemental project management.
- I'm assuming that we'll hire a local PM and Super so we're not paying travel expenses for someone for the duration of the project.
- A reasonable contingency of approx. 15% has been included for unexpected site conditions, construction issues, and possible omissions, ambiguities or inconsistencies in the project plans and specifications, etc. The contingency reserve is to be used, as required, to pay for any such increased project costs.
- Special studies including traffic, SEPA, environmental impact statements, air quality, seismic, etc. are not included. A SEPA environmental checklist may be required by the City.

Give me a call, we can walk thru this together and we'll go from there.

Regards,

***Ezekiel Caldwell***

Director of Construction  
Team Synergo  
c. [360.975.0023](tel:3609750023)  
o. [503.746.6646](tel:5037466646)  
[ezekiel@teamsynergo.com](mailto:ezekiel@teamsynergo.com)  
[www.teamsynergo.com](http://www.teamsynergo.com)

# Preliminary Project Proposal

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## 1) Phase 1&2 Design, Engineering, and Commissioning \$281,256.81

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### Phase 1 Design and Engineering \$124,950.52

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

Phase 1: Assessment and Feasibility

- Topographical Survey ( by Coffman Engineers)
- 30% design of zip line system ( by Synergo Design-Build Team)
- 30% of civil, structural and electrical designs (by Synergo / Coffman Engineers)
- Financial Opinion of Cost breakdown

Site Survey:

Prepare a topographic and site survey of the anticipated locations for new platform and landing area. See attached Exhibit A for the site-specific areas included. The topography map will show all surface features and areas of concern for Phase 1 and Phase 2 site design. The survey map will be prepared using Civil 3D 2020 and will include the following items:

- Topography at one-foot contour interval.
- Existing utilities on and adjacent to each site. Utilities will be based on surveyed information and as-built plans of the area provided by the City of Spokane. The City of Spokane shall have utility locates done prior to beginning survey work. Existing site features such as structures, trees (greater than 6" diameter), fences, existing pathway/play areas. Elevation of the ground and underside of the arch for the Monroe Street Bridge to verify clearances for the zipline.
- Aerial drone will be used to capture areas not accessible and to provide a background map. Best to be completed in the fall of 2023.
- Washington State Plane Coordinate System along with NAVD88 elevations will be utilized.
- Property boundaries are to be shown from existing surveys, deeds, plats and found monuments.

Construction Staking:

Provide staking for each of the elements listed below on a onetime basis. Location of foundations for platform and landings. Grading stakes for the improved pathway for the landing area (limited to one site trip)

Structural:



Foundation and anchorage design of the zip line cable supports at both upper and lower terminations. Foundation design for upper platform supports. Foundation design for landing area and lower platform/deck. Structural design of launch and landing structures. Structural specifications will be included on the drawings in the form of General Notes.

#### Electrical:

One-line diagram, electrical load calculations, and drawings showing normal power distribution equipment. Electrical drawings showing locations of lighting fixtures and receptacles at landing platforms.

We assume that emergency back-up power is only required for egress lighting and life safety equipment which will be provided by back-up batteries. Electrical specification will be provided on the drawings.

Synergo Design Renderings	40 hours
Synergo In-House CAD Drafting	80 hours
Engineering, Structural Phase 1 (30%) Engineer's Project Review	.3 each
Engineering, Civil Phase 1	1 each
Architecture, Landscape Phase 1	.3 each
Permits (Preliminary Budget)	1 each

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### Phase 2 Design and Engineering

\$156,306.29

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

#### Phase 2: Final Designs and Review

- 70% of design, technical detail drawings, fabrication drawings, of zip line system ( by Synergo Design-Build Team)

- 70% of civil, structural and electrical designs (by Synergo / Coffman Engineers)

- 70% Architecture and Landscaping Design (by Bernardo Wills)

- Financial Opinion of Cost Updates

Synergo In-House CAD Drafting	50 hours
CAD Detailing-- Structural Steel	1 each
Engineering, Structural Phase 2 (70%)	.7 each
Engineering, Civil, Phase 2	1 each
Architecture, Landscape Phase 2	.7 each
QSI Inspection	1 each
Acceptance Inspection	1 each
Commissioning	1 each

<b>2) Phase 1 Pre-Construction</b>		<b>\$25,331.72</b>
<b>Geotechnical Report</b>		\$5,000.00
Geotech report of key points within desired layout for design standards. May be possible to use existing Report if available.		
Allowance: \$5,000.00		
<b>Original Budget</b>		
Geotech Report	1 each	
<b>Option - To be specified by client</b>		<b>TBD</b>
<b>Phase 1 Pre-Construction Project Setup and Support</b>		<b>\$16,656.72</b>
Project management for site visit, pre-construction and preliminary design/engineering support. 40 hours		
Labor-- Project Manager	120 hours	
<b>Phase 1 Pre-Construction Site Visit</b>		<b>\$3,675.00</b>
Phase 1 Site Visit Project Scope of Work: Upon contract award from the City:		
Preconstruction site visit and confirmation of layout and design criteria. The initial project kickoff site visit trip duration should take 1 full day onsite confirming specific locations and shall have the following objectives:		
<ul style="list-style-type: none"> <li>• Identify and develop ultimate scope of work for Phase 2.</li> <li>• Associate key players with Roles and Responsibilities for Phase 1 &amp; Phase 2.</li> <li>• Identify State, City and County requirements for all/ final project permitting.</li> <li>• Confirmation of original site layout. Specific locations will be finalized and tagged.</li> <li>• Synergo Key Staff: Erik Marter, Jennifer Marter, Ezekiel Caldwell, Nate Pfefferkorn, Kyle Bruser</li> </ul>		
Project Deliverables:		
<ul style="list-style-type: none"> <li>• Phase 2 Final design and engineering package.</li> <li>• Identify applicable design standards as required by Jurisdiction of Authority.</li> <li>• Identify subcontractor list for determined services.</li> <li>• Develop final scope of work for project budget.</li> </ul>		
2 site visits, including the City Pre-Bid RFP meeting.	2 each	
<b>3) Phase 2 Project Setup and Support</b>		<b>\$527,888.47</b>
<b>Construction Contingency Fund</b>		<b>\$240,000.00</b>
Contingency 15% of total estimate	1 each	
<b>Construction Project Management</b>		<b>\$138,805.97</b>
PM for duration of the project		

Labor-- Project Manager

1,000 hours

**Direct Project Expenses**

\$128,625.00

Construction Insurance Requirements, Vehicle Insurance Requirements, Construction Bond (if required)

Construction Burden Expenses

1 each

Insurance Adjustment-- Construction

1 each

Insurance Adjustment-- \$1M Vehicle Policy

1 each

**Shipping/Freight**

\$20,457.50

Purchase and ship one 40' Conex container to site.

Allowance: \$20,457.50

**Original Budget**

Trucking

1 each

Freight Shipping

1 each

Shipping back to Synergo

4 each

Package Shipment Allowance

15 each

**Option - To be specified by client****TBD****4) Construction Site Control****\$147,963.01****Construction Trailer**

\$22,050.00

Trailer Rental for duration of the project

Allowance: \$22,050.00

**Original Budget**

Construction Trailer- Monthly Rental

4 months

**Option - To be specified by client****TBD****Heavy Equipment**

\$41,815.77

Skid Steer, Auger, Mini Excavator for installation site prep.

Not Included: Machinery for earthwork, pathway improvements, or access roadways.

Allowance: \$41,815.77

**Original Budget**

Rental, Skid Steer w/Auger and Attachment

.5 months

Rental, Mini-Excavator, 6 ton

1 months

Rental, All-Terrain Forklift, 9000lb,

3 months

Crane Rental

5 days

**Option - To be specified by client****TBD**

**Site Control-- Fencing** \$19,555.56

Temp Fencing. Per 10-panel section/1-month rental

Allowance: \$19,555.56

**Original Budget**

Temp Fencing per Section 4 each

**Option - To be specified by client** **TBD**

**Site Control Permitting** \$40,425.00

Permitting allocation fund for all site control related specs.

Allowance: \$40,425.00

**Original Budget**

Cost plus 10% on above special order items 1 each

**Option - To be specified by client** **TBD**

**Site Sanitation** \$5,000.01

Porta-Potty and hand wash area. Per Month

Allowance: \$5,000.01

**Original Budget**

Porta-Potty 6 months

Hand Wash 6 months

Porta-Potty 6 months

**Option - To be specified by client** **TBD**

**Temporary Traffic Control** \$19,116.67

Roadway barriers and traffic diversion.

Allowance: \$19,116.67

**Original Budget**

Traffic control plan 1 each

Temporary Traffic Control LUMP SUM ESTIMATE 1 each

**Option - To be specified by client** **TBD**

**5) Landing Area Improvements** **\$302,555.56**

**Electrical and Lighting-- Preliminary Budget** \$147,000.00

Pathway lighting, platforms lighting, video surveillance, misc. power at site. Funding Allocation.

Allowance: \$147,000.00

**Original Budget**

Electrical, lighting, security surveillance 1 each

<b>Option - To be specified by client</b>	<b>TBD</b>										
<b>Landing Area Site Work-- Preliminary Budget</b>	<b>\$155,555.56</b>										
<p>Property clearing includes removal of trees/brush from property within limits of disturbance and as defined for removal on site development plans. Stumps to be ground or removed per Ownership discretion and debris removed from property. Live trees that are not called out for removal shall remain. Dead trees outside of limit of disturbance can not be removed by Contractor. Builder to use discretion in winter months regarding live/dead trees within limit of disturbance and ride clearance envelope.</p> <p>Contractor shall spread existing topsoil on disturbed areas if applicable. Once topsoil is placed, builder shall rake seed and stabilize disturbed site with straw. Once seeded, it is Owner's responsibility to irrigate, fertilize, and maintain yard. Additional topsoil required due to lack of existing topsoil generated on-site is not included in agreement.</p> <p>Exclusions from Agreement:  Rock  De-watering  Unsuitable or unstable soil conditions  Hidden/Undisclosed wells, tanks, pits, etc.  Hauling expenses except as related to demolition.</p> <p>Allowance: \$155,555.56</p> <p><b>Original Budget</b></p> <table> <tr> <td>Lot Clearing and Rough-In</td><td>1 each</td></tr> <tr> <td>Fill Dirt and Rock Material</td><td>1 each</td></tr> <tr> <td>Pathway Improvements (Light Vehicle)</td><td>1 each</td></tr> <tr> <td>Topsoil, seed and stabilize</td><td>1 each</td></tr> <tr> <td>Shoring, Water bars, Erosion and Sediment Control</td><td>1 each</td></tr> </table>		Lot Clearing and Rough-In	1 each	Fill Dirt and Rock Material	1 each	Pathway Improvements (Light Vehicle)	1 each	Topsoil, seed and stabilize	1 each	Shoring, Water bars, Erosion and Sediment Control	1 each
Lot Clearing and Rough-In	1 each										
Fill Dirt and Rock Material	1 each										
Pathway Improvements (Light Vehicle)	1 each										
Topsoil, seed and stabilize	1 each										
Shoring, Water bars, Erosion and Sediment Control	1 each										
<b>Option - To be specified by client</b>	<b>TBD</b>										
<b>8.1) Tandem Zip Line Structural Components</b>	<b>\$405,873.83</b>										
<b>Concrete Footings</b>	<b>\$93,100.00</b>										
<p>Budgeting Estimate Only. Start tower and landing platforms structural footings and Deadman guy anchor footings</p> <p>Allowance: \$93,100.00</p> <p><b>Original Budget</b></p> <table> <tr> <td>Start Tower Footings-- Contract Item</td><td>1 each</td></tr> <tr> <td>Landing Platform Footings-- Contract Item</td><td>1 each</td></tr> <tr> <td>Start Deadman Anchors</td><td>1 each</td></tr> <tr> <td>Landing Deadman Anchors</td><td>1 each</td></tr> </table>		Start Tower Footings-- Contract Item	1 each	Landing Platform Footings-- Contract Item	1 each	Start Deadman Anchors	1 each	Landing Deadman Anchors	1 each		
Start Tower Footings-- Contract Item	1 each										
Landing Platform Footings-- Contract Item	1 each										
Start Deadman Anchors	1 each										
Landing Deadman Anchors	1 each										
<b>Option - To be specified by client</b>	<b>TBD</b>										
<b>Go-Cloud Braking System w/ZipKea--Tandem Lines</b>	<b>\$37,158.13</b>										

System installed on steel pole supported zip line. ZipKea Primary Brake installed on Go-Cloud rope system with AutoPrussik EAD backup and Spring system redundant backup.

Allowance: \$37,158.13

#### Original Budget

7x19 Aircraft Cable 3/8" (per foot)	3,000 l.f.
Wire Rope Thimble, Heavy Duty- 3/8"	4 each
Copper Oval Ferrule - 3/8"	8 each
Fist Grip 3/8" - domestic	6 each
Suspension Clamp 3/8" 0.16-0.46	4 each
3/8" Quick (Rapid) Link	8 each
1/2" x 6" Lag Screw	1 each
Rock Exotica Pulley	4 each
Rock Exotica Omni-Block 2.0 (Dbl/Blk)	2 each
LEAP Anchor	1 each
Leap Anchor Lag Screw 5/8" x 7" Galvanized	1 each
Daisy Chain-- CMI 24"	1 each
ZipKea 8-Wheel	3 each
ZipKea EAD Autoprussik	2 each
Springs-1' various lengths	16 each
skyTECH Spring Brake Spacer	16 each
Polydacron Rope - 3/4"- per foot	10 l.f.
Rope--KMIII 8mm New England, blk	300 l.f.
Labor-- Lead Builder	40 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Foreman	40 hours

#### Option - To be specified by client

TBD

#### Guy Line Systems

\$18,682.23

Anchorage and Guy Cables from towers to deadman anchors.

Allowance: \$18,682.23

#### Original Budget

6x26 Aircraft Cable 1/2" Super Swaged (per foot)	1,500 l.f.
Copper Oval Ferrule 1/2"	40 each
Fist Grip 1/2" - Domestic	60 each
5/8" Bolt Type Anchor Shackle w/Nut & Pin Galv Dom	12 each
3/4" Screw Pin Anchor Shackle Galv Dom	12 each
Simpson Strong-Tie PAB7-24 7/8" x 24" Pre-Assembled Anchor Bolt	48 each
Assembly	
Anchor Knife Plate	12 each
Labor-- Lead Builder	24 hours
Labor-- Rigger	24 hours
Labor-- Rigger	24 hours



**Option - To be specified by client****TBD****Tandem Zip Line System****\$37,664.32**

Zip Line system only. Structural components are line itemed out.

Allowance: \$37,664.32

**Original Budget**

Guy Cable-- 6x26 Aircraft Cable 1/2" Super Swaged (per foot)	1,000 l.f.
Zip Line Cable-- 6x26 Aircraft Cable 1/2" Super Swaged (per foot)	3,500 l.f.
Copper Oval Ferrule 1/2"	60 each
5/8" Bolt Type Anchor Shackle w/Nut & Pin Galv Dom	16 each
Wire Rope Thimble - Heavy Duty 1/2"	32 each
Drone Fee	8 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Rigger	40 hours
Labor-- Lead Builder	40 hours
Labor-- Foreman	40 hours

**Option - To be specified by client****TBD****Zip Line Platform, Tandem, Landing Side****\$67,266.59**

Tandem zip line platform. 20' x 20'. Steel structure base with steel railing system and Fiber Grate Decking. 6' guardrails with collapsible front guardrails. Two locking gates for access control. Concrete pier footings are included in 'Structural Components' section. Installation cost estimate from top of concrete is included.

Allowance: \$67,266.59

**Original Budget**

Structural Steel Components (Estimate only)	1 each
Fiber Grate Decking	400 s.f.
Decking Retention Clips   Provided by Fibergrate   "M" clip for I-Beam.	30 each
Labor-- Lead Builder	40 hours
Labor-- Rigger	40 hours
Labor-- Ground Laborer	40 hours
Misc. Building Materials	1 each

**Option - To be specified by client****TBD****Zip Line Platform, Tandem, Launch Side****\$152,002.56**

Tandem zip line platform. 10' x 20' top platform with separate access rampway. Steel structure with steel railing system and Fiber Grate Decking. 6' guardrails with sliding front guardrails for launch control. Two locking gates for access control. Concrete pier footings are included in 'Structural Components' section. Installation cost estimate from top of footing is included.

Allowance: \$152,002.56

**Original Budget**

Structural Steel package	1 each
Fiber Grate Decking	300 s.f.
Decking Retention Clips   Provided by Fibergrate   "M" clip for I-Beam.	70 each
Labor-- Foreman	80 hours
Labor-- Lead Builder	80 hours
Labor-- Rigger	80 hours
Labor-- Rigger	80 hours
Labor-- Ground Laborer	80 hours
Misc. Building Materials	1 each

**Option - To be specified by client****TBD****8.2) Operational Misc..****\$291,137.22****Gear****\$76,394.72**

Guide Gear-- Singing Rock Harness, Petzl Trac Guide Trolley, Petzl Rig, Synergo Diddy Bag, Zip Line Gloves, Petzl Helmet, Robertson Fusion Lanyards.

Guest Gear -- Paragliding style Skyline skyTECH harnesses and skyTECH Trolley's with handle bars.

Allowance: \$76,394.72

**Original Budget**

skyTECH Rocket Trolley - M8 Seated with Crossbar set up	20 each
skyTECH Twin Harness - Stainless Steel Hardware - Large	6 each
skyTECH Twin Harness - Stainless Steel Hardware - Medium	15 each
skyTECH Twin Harness - Stainless Steel Hardware - Small	6 each
Guide Gear	10 each
Austri-Alpin Powerfly Twin Harness Carabiner	32 each
skyTECH Harness Back Up Dyneema Lanyard - 70" (Large)	27 each
Spare Parts/Wear parts that will be seen over a year	1 each
skyTECH Manual Launcher	2 each

**Option - To be specified by client****TBD****Observation Deck****\$79,625.00**

Observation deck above zip line landing deck. Open to the public for all viewing of the landing area and river.

Allowance: \$79,625.00

**Original Budget**

Construction Allocation	1 each
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**Option - To be specified by client****\$0.00****Training and Documentation****\$12,617.50**

Commercial Zip Line Training Package; 1 trainer to 10 trainee's, 5 days total.

Policies and Procedures Manual

Owners Manual  
Operational Review

Allowance: \$12,617.50

**Original Budget**

5-day training	1 each
Policies and Procedures	1 each
Owners Manual	1 each
Operational Review	1 each

**Option - To be specified by client**

**TBD**

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**Zip Line Photo System**

**\$122,500.00**

Action Photo system with (2) photo locations. First location is at the top of the zip line with the falls in the background. Second shot is an action shot midway down the zip line going thru the archway of the bridge.

Allowance: \$122,500.00

**Original Budget**

Photo System Installation, not including electrical infrastructure	1 each
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**Option - To be specified by client**

**\$0.00**

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**9) Travel**

**\$78,661.14**

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**Travel Charges for Site Visit and Pre-Construction**

**\$8,449.36**

Travel Charges for Site Visit and Pre-Construction include the following:

- Two trips for three (3) people for two days and one night.
- Airfare based on current rates.
- Travel time
- Lodging
- Rental vehicle and fuel surcharge
- Daily Per Diem

Travel Expense: Lodging	2 days
Travel Expense: Per Diem	10 each
Travel Time	24 hours
Travel Expense: Airfare	6 each
Travel Expense - Rental Car	4 days
Travel Expense: Fuel	1 each
Travel Expense: Baggage	each

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**Travel Estimates for Construction**

**\$70,211.78**

Travel Charges for Construction include the following:

- Airfare based on current rates.
- Travel time
- Lodging for crew.

- Rental vehicle and fuel surcharge
- Daily Per Diem

Travel Expense: Lodging -- VRBO house for duration of zip line installation	1 months
Travel Expense: Overnight Accommodations-- additional lodging for site visits and project management	15 days
Travel Expense: Per Diem (based on 60 working days)	360 days
Travel Time (10hrs total per/person x 6 trips ea + drive time)	150 each
Travel Expense: Airfare	15 each
Travel Expense - Rental Car	4 weeks
Travel Expense: Fuel	4 each
Travel Expense: Baggage	8 each
Travel Expense Mileage	2,000 each

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**Total Project Proposal****\$2,060,667.76**

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**PRO FORMA INCOME STATEMENT AND CASH BUDGET (2024)**

**INCOME STATEMENT**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
1 Net Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,700	\$ 289,602	\$ 270,295	\$ 168,156	\$ 64,356	\$ 23,355	\$ 9,653	\$ 981,118	1
2 Cost of Goods Sold	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,400	\$ 53,568	\$ 53,568	\$ 32,400	\$ 17,856	\$ 8,100	\$ 5,022	\$ 202,914	2
3 Gross Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,300	\$ 236,034	\$ 216,727	\$ 135,756	\$ 46,500	\$ 15,255	\$ 4,631	\$ 778,204	3
4 General & Administration Expense	\$ -	\$ -	\$ 1,446	\$ 40,742	\$ 46,506	\$ 43,096	\$ 50,631	\$ 56,813	\$ 37,665	\$ 51,609	\$ 32,402	\$ 36,692	\$ 397,602	4
5 Depreciation													\$ -	5
6 Total Operating Expense	\$ -	\$ -	\$ 2,820	\$ 77,411	\$ 88,360	\$ 81,883	\$ 96,199	\$ 107,944	\$ 71,564	\$ 98,057	\$ 61,564	\$ 69,715	\$ 755,516	6
7 Operating Profit (3 minus 6)	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 41,417	\$ 139,835	\$ 108,783	\$ 64,192	\$ (51,557)	\$ (46,309)	\$ (65,083)	\$ 22,688	7
8 Other Income--Concessions/Photos (Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,785	\$ 14,480	\$ 13,515	\$ 8,408	\$ 3,218	\$ 1,168	\$ 483	\$ 49,056	8
9 Net Profit before tax ( 7 + 8 )	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 49,202	\$ 154,315	\$ 122,298	\$ 72,600	\$ (48,339)	\$ (45,141)	\$ (64,601)	\$ 71,743	9
10 Less Income Tax														10
11 Net Profit After Tax	\$ -	\$ -	\$ (2,820)	\$ (77,411)	\$ (88,360)	\$ 49,202	\$ 154,315	\$ 122,298	\$ 72,600	\$ (48,339)	\$ (45,141)	\$ (64,601)	\$ 71,743	11

## Qualifications - Bernardo Wills

Bernardo Wills was formed in 1991 in Spokane, Washington, and is led by managing directors Mike Stanicar, AIA, Gretchen Renz, CDFA, and Dell Hatch, ASLA. Bernardo Wills is committed to providing a full range of professional, in-house design services, including architecture, landscape architecture, and interior design. Our staff of 40 has the technical knowledge and ability to provide you with a complete package to meet all your design and construction needs.

Embracing our clients' values and mission is central to our planning and design process. We tap the qualities that define their organization, creating architecture that reflect its character. Serving public and private sector clients, we specialize in commercial, corporate, governmental, educational, healthcare, industrial and retail architecture. Offering a complete range of planning and design services, we are highly experienced in various project delivery methods. We have a portfolio of over 600 planning, new construction, remodel, and repair and maintenance projects completed.

As members of the U.S. Green Building Council®, our LEED AP® certified staff have the experience and knowledge to offer sustainable, energy-efficient, and cost-savings design for new and modernized projects. Bernardo Wills was awarded LEED Gold® for both Core and Shell and Commercial Interiors for our offices in the 1910 Bissinger Building in West Downtown Spokane.

Bernardo Wills has served public works and private sector clients for 31 years in the Pacific Northwest, including Washington, Idaho, Oregon, and Montana. Over half of our projects are completed for clients outside of Spokane County.

Our team of professionally licensed landscape architects, the largest in Eastern Washington and led by Principal Dell Hatch, ASLA, are dedicated to creating exceptional places and projects for our clients. Our goal is to enrich the aesthetics, sustainability, and function of the projects we design. The Bernardo Wills landscape architecture team have served public works and private sector clients in the Pacific Northwest for over 30 years.

Harnessing the beauty and vitality of nature, our skilled landscape architects and planners create settings that enrich the human experience.

Our landscape architects strive to make compelling

places emerge out of respect for the nature, history, culture, and use of a site. Our projects—many of which are for public entities—help define a community's character. Our designs feature artistic layouts and creative combinations of plantings and hardscapes to craft distinctive spaces that engage the senses and offer captivating outdoor experiences. Our deep and unwavering commitment to our clients' needs inspires us to create landscapes that embody their vision.

Project types we excel at include master planning, parks and recreation, trail design, streetscapes, plazas, sports facilities, university campuses, and architectural landscapes that contribute to a 'Sense of Place' within its context or community. BWA specializes in a diversity of design experience that includes an extensive list of park and recreational projects, along with other relevant project experience that range from large multi-functional sites to smaller commercial landscape projects.

### Bernardo Wills

153 South Jefferson Street  
Spokane, WA 99201  
509.838.4511  
llegant@bernardowills.com  
www.bernardowills.com



#### EDUCATION

Bachelor of Landscape Architecture  
University of Idaho

#### CREDENTIALS

Licensed Landscape Architect:  
ID | WA | AZ | NV

#### AFFILIATIONS

Member, Amercian Society of  
Landscape Architects

## Dell Hatch, ASLA

BERNARDO WILLIS | PRINCIPAL-IN-CHARGE

For the majority of Dell's extensive career as a landscape architect, his conscious, deliberate approach to addressing the client's desired goals yields extraordinary, responsive design solutions. His outstanding graphics capabilities allow clients to clearly envision proposed designs. Dell has been a practicing landscape architect in the Eastern Washington and North Idaho regions for over 30 years and has produced site-specific designs for municipal, county, and state parks, public spaces and urban planning and design, streetscape/town revitalization projects, design of community gateways and monument signage, and K-12 schools and universities. His background and experience also includes large-scale recreational and land-use master planning. Dell routinely facilitates and participates in public informational presentations and public/stakeholder participatory workshops for planning related projects.

#### ADDITIONAL RELEVANT PROJECTS

- ▶ Riverfront Park North Bank Playground, City of Spokane, WA
- ▶ Place of Truths Urban Plaza, City of Spokane, WA
- ▶ Atlas Mill Waterfront Development, City of Coeur d'Alene, ID
- ▶ War Memorial Field, City of Sandpoint, ID
- ▶ Liberty Lake Regional Park Master Plan, Spokane County, WA
- ▶ McEuen Park Redevelopment Masterplan, City of Coeur d'Alene, ID
- ▶ Four Corners/Bureau of Land Management Corridor Master Plan, City of Coeur d'Alene, ID
- ▶ Farragut State Park and Brig Visitor Center Master Plan, Idaho Department of Parks and Recreation, Athol, ID
- ▶ Hell's Gate State Park Lewis & Clark Interpretive Center, Idaho Department of Parks and Recreation, Lewiston, ID
- ▶ Indian Hills and Itani Parks Master Plans, City of Moscow, ID
- ▶ Town Square Plaza, City of Liberty Lake, WA
- ▶ Harvard Road Landscape Enhancements and City Entry, City of Liberty Lake, WA
- ▶ Ferris High School Replacement - Site Design and Landscape Architecture, Spokane Public Schools, Spokane, WA
- ▶ Shadle Park High School Athletic Fields Improvements Phases I and II, Spokane Public Schools, Spokane, WA
- ▶ Hart Field Renovations and Improvements, Spokane Public Schools, Spokane, WA
- ▶ Performing Arts and Sports Complex Conceptual Master Plan, Mead School District, Mead, WA
- ▶ University of Idaho Campus Gateways, Moscow, ID
- ▶ University of Idaho Kibbie Synthetic Sports Fields, Moscow, ID
- ▶ University of Idaho Kibbie Dome East End Expansion, Moscow, ID





## Bill LaRue, ASLA

BERNARDO WILLIS | LANDSCAPE ARCHITECT

Bill is a Principal with Bernardo Willis in Spokane, Washington, and specializes in master planning and design of civic facilities, community parks, athletic fields, trails, and playgrounds. With 35 years of experience, Bill provides our team with a full range of services related to parks and recreation, urban planning, neighborhood planning, streetscapes, land-use and master planning, gateway and signage studies, planting, and irrigation design. His expertise includes site analysis, schematic design, design development, and preparation of construction documents through construction observation services. He excels in site layout and production of presentation drawings, grading plans, and construction details.

### EDUCATION

Bachelor of Landscape Architecture,  
University of Idaho

### CREDENTIALS

Licensed Landscape Architect:  
Idaho, LA-1676  
Washington, 723

### AFFILIATIONS

American Society of  
Landscape Architects  
Idaho/Montana Chapter

### ADDITIONAL RELEVANT PROJECTS

- ▶ Liberty Lake Regional Park Master Plan, Spokane County, WA
- ▶ Riverfront Park North Bank Regional Playground, City of Spokane, WA
- ▶ CSO Tank 26 - A Place of Truths Urban Plaza, City of Spokane, WA
- ▶ Union Stadium, Performing Arts and Athletic Fields, Mead School District, Mead, WA
- ▶ Ridgeline High School Sports Complex, Central Valley School District, Liberty Lake, WA
- ▶ Sports Complex, East Valley School District, Spokane Valley, WA
- ▶ Balfour Park Master Plan Update, City of Spokane Valley, WA
- ▶ McEuen Park Redevelopment Master Plan and Implementation Plan, City of Coeur d'Alene, ID
- ▶ Mirabeau Point Master Plan, Spokane County, WA
- ▶ Mirabeau Springs and Mirabeau Meadows Park Implementation Plans, Spokane County, WA
- ▶ Memorial Park/Mullan Road Redevelopment, City of Coeur d'Alene, ID
- ▶ North Lewiston Gateway, City of Lewiston, ID
- ▶ Post Falls City Hall and Civic Plaza, Post Falls, ID
- ▶ Post Falls Parks and Recreation Master Plan, Post Falls, ID

## LETTER OF INTENT

**THIS LETTER OF INTENT ("Agreement")** is entered into by and between AVISTA CORPORATION, a Washington Corporation ("**Avista**") and EPIPHANY APPLIED CONCEPTS, INC., d/b/a MICA MOON ("**Mica Moon**") (collectively, "**Party**" or "**Parties**").

- A. Avista is the owner of certain property in Riverfront Park in Spokane, Washington, which Property is generally located to the northwest of the Avista's Upper Falls intake structure and to the southeast of the Upper Falls powerhouse (the "Property").
- B. Mica Moon is the operator of a zipline canopy tour and aerial park in Spokane County, Washington.
- C. Mica Moon is working to develop a zipline tour in downtown Spokane, which would run between the Monroe Street Combined Sewer Overflow ("CSO") Tank and Glover Field (the "Primary Zipline"). As part of that project, Mica Moon desires to utilize a portion of the Avista Property to develop a short training zipline (the "Training Zipline"), which would be used to allow customers an opportunity to become familiar with the harnesses and gain a feel for ziplining before moving onto the Primary Zipline.
- D. Avista is willing to allow Mica Moon to utilize the Property for this purpose, provided, among other things, that (a) development of the Training Zipline is conditioned upon development of the Primary Zipline; (b) appropriate precautions are taken to ensure that construction and operation of the Training Zipline does not impact Avista's facilities on the Property; and (c) Avista's use of the Property takes priority over operation or maintenance of the Training Zipline when necessary.
- E. Mica Moon will develop and operate the Training Zipline in a manner compatible with the City of Spokane Riverfront Park West Havermale Development Plan.
- F. The purpose of this Agreement is to set forth the intent and basis for the ongoing dialogue among the Parties, and to summarize the principal terms of a proposal being considered in connection with the same. The Parties recognize that any permit to allow Mica Moon to develop, construct or operate the Training Zipline on the Property will require further documentation and approvals, including preparation and execution of a Definitive Agreement, as defined herein, between the Parties.

The following sets forth the Parties' current intention and understanding.

- 1. Permit to Utilize the Property
  - 1.1. Subject to the satisfaction of the conditions described in this Agreement and the Definitive Agreement, Avista would issue a Permit to Mica Moon allowing it access to the Property for the purpose of designing, developing, operating and maintaining the Training Zipline.
  - 1.2. The Training Zipline would be located on the east side of the existing theme stream on the property, between the upper and lower theme stream bridges. The approximate location of the Training Zipline is identified in Exhibit 1 hereto.
- 2. Permit Conditions. The issuance of any Permit by Avista for development of the Training Zipline would be expressly conditioned upon the following:
  - 2.1. Development of the Primary Zipline. Mica Moon's operation, maintenance and use of the Training Zipline is conditioned upon its development and continued operation, maintenance and use of the Primary Zipline. Mica Moon will not operate the Training Zipline unless the Primary Zipline is also in operation and use.
  - 2.2. Precautions to Prevent Damage to Avista's Facilities. During design, development, construction, operation and use of the Training Zipline, Mica Moon will take all necessary precautions, including any that may be designated by Avista, in order to prevent damage to

Avista's facilities, including, without limitation, the penstock located on the Property. Mica Moon will further agree to indemnify, defend and hold Avista harmless from any and all damage to Avista's facilities that may in any way relate to, or arise out of, Mica Moon's development, design, construction, operation, and use of either the Training Zipline or the Property.

- 2.3. Avista Use of the Property. Avista's use of the Property will take precedence over the maintenance and operation of the Training Zipline. If, for example, Avista is required to replace or perform maintenance of the penstock, it is possible that the Training Zipline would need to be removed. Avista will endeavor to avoid or minimize disruption to Mica Moon's operation of the Training Zipline where reasonably feasible. Likewise, in the event the City requests that the operation of the zipline be stopped, Avista will have the right to terminate the Permit to Mica Moon.
3. Proposed Definitive Agreement. After the execution of this Agreement, the Parties shall commence to negotiate a definitive agreement, including a permit allowing Mica Moon access to, and use of, the Property for the purposes specified herein (the "**Definitive Agreement**"). The Definitive Agreement would include the terms summarized in this Agreement and such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind, are not inconsistent with this Agreement, and that are mutually agreed to by the Parties.
4. Insurance. Mica Moon will agree to carry sufficient insurance to cover any damage to Avista's facilities that may arise out of the Training Zipline or Mica Moon's use of the Property, as well as its indemnity obligations. The specific amounts, deductibles, types, and proof of coverages required will be included in the Definitive Agreement.
5. Termination.
  - 5.1. This Agreement shall automatically terminate and be of no further force and effect upon the earlier of (i) execution of a Definitive Agreement, (ii) mutual agreement of the Parties; or (iii) 5 P.M. Pacific Standard Time on September 30, 2020.
  - 5.2. The termination of this Agreement shall not affect the rights of any Party with respect to the breach of this Agreement by another Party prior to such termination, nor shall it preclude enforcement of terms that may reasonably be interpreted to survive termination of this Agreement.
6. No Binding Agreement. This Agreement reflects the intention of the Parties, but for the avoidance of doubt, neither this Agreement nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party.
7. Miscellaneous Provisions
  - 7.1. No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
  - 7.2. Relationship of the Parties. This Agreement shall not constitute, create, or in any way be interpreted to create a joint venture, partnership, or formal business organization or arrangement of any kind between the Parties, nor shall either Party be deemed an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any obligation or agreement.
  - 7.3. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice

or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Washington. The exclusive venue for any action arising out of, or relating to, this Agreement shall be the Superior Courts of Spokane County, Washington.

- 7.4. Expenses. The Parties will each pay their own expenses incurred in connection with this Agreement and the Definitive Agreement.
- 7.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
- 7.6. Headings. The headings of the various sections of this Agreement have been inserted for reference only and shall not be deemed to be a part of this Agreement.
- 7.7. Assignment. Neither Party may assign this Agreement or any portion thereof without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed.
- 7.8. Entire Understanding. This Agreement contains the entire understanding of the Parties to date, and supersedes all previous verbal and written agreements, representations or warranties,
- 7.9. Effective Date. This Agreement shall be effective upon the last signature hereto (the "Effective Date")

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date hereof.

Avista Corporation

  
(Signature)

Rod Price  
(Printed Name)

Real Estate Manager  
(Title)

9/20/19  
(Date Signed)

Epiphany Applied Concepts, Inc.,  
d/b/a Mica Moon

  
(Signature)

RICHARD M. STEWAER  
(Printed Name)

PRESIDENT  
(Title)

JAN 22, 2019  
(Date Signed)

### Exhibit 1







**Memorandum of Understanding (MOU)**  
Between  
MICA MOON ZIP TOURS (MICA MOON), Liberty Lake, WA, USA  
and  
SYMPLSOFT, Inc, Liberty Lake, WA, USA

**ARTICLE I. PARTIES AND PURPOSE**

MICA MOON ZIP TOURS (MICA MOON) conducts programs and activities related to entertainment adventures and (SYMPLSOFT) conducts programs and activities related to investment in such adventure types. MICA MOON and SYMPLSOFT have capabilities and expertise and conduct programs and activities of interest and potential benefit to the other.

MICA MOON and SYMPLSOFT will cooperate in efforts to develop a new adventure park with SYMPLSOFT acting as a significant investment partner (up to \$1 million).

**ARTICLE II. DUE DILIGENCE PROCESS**

MICA MOON and SYMPLSOFT have a desire to explore a business relationship whereby SYMPLSOFT will provide a significant investment in MICA MOON's next adventure park located in Riverfront Park, Spokane, WA.

**Process Goal:**

1. Feasibility Study: Completion of a feasibility study showing all related expenses to developing said adventure park.
2. Financial Assessment: Review of final budget and revenue projections once the feasibility study is complete.
3. Approvals: Award and approval of the decision committee naming MICA MOON as the winning partner in the RFP.

**ARTICLE III. COOPERATION WITH THIRD PARTIES**

Since other interested parties, including vendors, may have capabilities and conduct activities, which will benefit and support this collaboration, MICA MOON and SYMPLSOFT may identify other cooperators for joint participation in mutually agreed upon projects and activities.

*Example: City of Spokane, etc.*

**ARTICLE IV. DURATION, TERMINATION**

The parties shall cooperate under this MOU for an initial period of *six (6) months*, which may be extended by the mutual written consent of the parties. This MOU may be terminated by either party without liability at any time for any reason. Any modification shall require the written approval of the President of SYMPLSOFT and the appropriate representative, of MICA MOON, or their designees.

## ARTICLE V. NON-BINDING NATURE

This MOU is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to, contractually bind the parties.

## ARTICLE VI. CONTACT PERSONS

### MICA MOON

Rik Stewart, CEO  
(509) 587-4020  
23403 E. Mission Ave., Suite 111  
Liberty Lake, WA 99019  
[rik@micamoon.com](mailto:rik@micamoon.com)

### SYMPLSOFT, INC

Shane Criddle, CEO  
(509) 991-1978  
PO Box 733  
Liberty Lake, WA 99019  
[shane@symplsoft.io](mailto:shane@symplsoft.io)

## ARTICLE VII. SIGNATURES

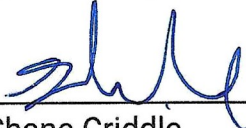
### MICA MOON

Approved by:

\_\_\_\_\_  
Rik Stewart                      Date

### SYMPLSOFT, INC

Approved by:

 \_\_\_\_\_ 7-23-23  
Shane Criddle                      Date



# BRAGGING RIGHTS



## 10 BEST RIVERFRONT CITIES

HOME TO THE NATION'S  
SECOND LARGEST URBAN WATERFALL

-USA TODAY



## 10 BEST CRAFT DISTILLERIES

-USA TODAY



## MOST EFFICIENT US AIRPORT

-SMART ASSET

“ What a joy it is for the opportunity to share with our peers in the ACCT all that the Spokane Region has to offer!

### SPOKANE REALLY HAS IT ALL!

The Spokane River winds through deep forests and verdant valleys dotted with several pristine lakes encircled by the majestic snowcapped Selkirk mountains... all of this offering a multitude of amazing outdoor adventures. We consider it a privilege to count our ziplines and aerial park among them and find our home in the thick of all the wonder of the Spokane Region! ”

-Rik Stewart  
Mica Moon  
Zip Tours & Aerial Park



VISITSPOKANE.COM

VISITSPOKANE.COM/ACCT2021

# Spokane™



A BIG WELCOME TO



Association for  
Challenge Course  
Technology®

JANUARY 27-30, 2021



## TRAVEL

Getting to Spokane is a snap! Spokane International Airport, just 10 minutes from downtown, has direct flights from Seattle, Portland, Los Angeles, Chicago, Denver, Salt Lake City, Minneapolis, Oakland, Phoenix, San Francisco, San Diego, Sacramento, San Jose, Las Vegas, Dallas, Atlanta and Boise.

## LODGING

ACCT has secured special rates at The Davenport Grand Hotel and The DoubleTree by Hilton Spokane City Center. Reservations can be made via [acctconference.com](https://acctconference.com) inside the "Hotel" tab.

## CLIMATE

Winter is beautiful in Spokane! The average high in January is 34° with an average precipitation level of 1.77-inches.

## RIVERFRONT ACCESS

The scenic Spokane River runs just outside the Convention Center. Be sure to visit our nearby urban waterfalls and take a ride on the Numerica Skyride, which provides a great view of the Spokane River gorge.

## EXPLORE

Plan some extra time to play in the area, as Spokane is surrounded by great playgrounds! The beautiful lake city of Coeur d'Alene, Idaho, is just 32 miles away. Riverside State Park boasts excellent trails and a scenic suspension bridge. Mount Spokane and our nearby forests are great places to explore.

## DINING

Spokane is a great culinary destination! The Wall Street Journal called Spokane "...one of six great small cities for food lovers." It's easy to discover why!

## LIBATIONS

Washington is the nation's second largest wine-producing state. Our Cork District features more than 22 tasting rooms, including many right downtown. Our Ale Trail is easy to jump on and leads to tasty locally produced microbrews. Try our cideries and distilleries as well.

# Spokane™

**creative  
by  
nature**

[VISITSPOKANE.COM/ACCT2021](https://visitspokane.com/acct2021)



# Eco-Shuttle

The Eco-Shuttle offers a sustainable solution to customers who not only desire comfort and style but also a green, zero-emission people moving solution. These vehicles offer a powerful electric motor that provides unbeatable hill climbing and load carrying power. With a range of up to 60 miles per charge, these shuttles can travel a significant distance ensuring a full day of operation.

## Eco-Shuttle Features

- 48 or 72 Volt System
- 8, 11, 14 or 23 Passengers
- Lights Package
- US Batteries
- Curtis Controller
- Up to 60 Miles per Charge
- Narrow Body Design
- Many Colors Available
- Cushion Seats
- Non-Slip Low Floor
- Climbs up to 20% Grade
- Custom Options Available
- Optional Rain Curtains
- Optional On-Board Charger
- Optional Solar Panels
- Optional Wheelchair Accessibility
- Optional CD Player w/ PA System
- Optional Trailing Unit



**ECO 8**



**ECO 11**



**ECO 14**



**ECO 23**

\* Specifications are standard features only. Additional operational equipment is available.  
Specifications are subject to change as manufacturer determines.

440 Mark Leany Drive  
Henderson, NV 89011  
1-800-SVI-TRAM  
[www.specialtyvehicles.com](http://www.specialtyvehicles.com)



# Eco-Shuttle Specifications

	8 Passenger Shuttle	11 Passenger Shuttle	14 Passenger Shuttle	23 Passenger Shuttle
Voltage	48V	72V	72V	72V
Seating	8	11	14	23
Drive Type	4x2 rear	4x2 rear	4x2 rear	4x2 rear
Motor - AC	4KW, Industrial	5KW, Industrial	5KW or 7.5KW, Industrial	9KW, Industrial
Dimensions (Inches/mm)	165"x59"x80" 4200x1510x2025	180"x59"x80" 4570x1510x2025	187"x59"x80" 4665x1510x2025	221"x84"x87" 5613x2134x2210
Min. Ground Clearance	5"/130mm	5"/130mm	5"/130mm	4"/101mm
Turn Radius	19ft /6m	19ft /6m	19ft /6m	≤ 28' /9m
Curb Weight	2130 lbs /965 kg	2755 lbs /1250 kg	2865 lbs / 1300 kg	4695 lbs / 2130 kg
Max. Passenger Load	1400 lbs /640kg	1925 lbs /880 kg	2315 lbs / 1050 kg	3860 lbs / 1750 kg
Max. Speed	18 mph/29 kmh	20 mph/32 kmh	21 mph/32 kmh	15 mph/ 24 kmh
Max. Climbing w/ Full Load	20%	20%	20%	15%
Range: Loaded, on flat road at 13mph	44mi/70km	60mi/97km	60mi/97km	75mi/120km
Frame	Powder Coated Steel	Powder Coated Steel	Powder Coated Steel	Powder Coated Steel
Windshield	Curved Hardened Glass w/ Upper Tint	Curved Hardened Glass w/ Upper Tint	Curved Hardened Glass w/ Upper Tint	One Piece Glass
Lights: Headlights, Tail Lights, Turn Signals, Side Markers, Front Fog Lights	Standard	Standard	Standard	Standard
Canopy Top	Steel Frame + Fiberglass	Steel Frame + Fiberglass	Steel Frame + Fiberglass	Steel & Fiberglass
Body	Fiberglass	Fiberglass	Fiberglass	Fiberglass
Seats w/ Stainless Armrests	Vinyl over dense foam	Vinyl over dense foam	Vinyl over dense foam	Foam & Vinyl w/ Aluminum Arm Rests
Suspension	Front MacPherson Strut/Rear Leaf Spring	Front MacPherson Strut/Rear Leaf Spring	Front MacPherson Strut/Rear Leaf Spring	Front MacPherson Strut/Rear Leaf Spring
Steering	Power Steering Rack	Power Steering Rack	Power Steering Rack	Power Steering Rack
Converter	48V - 12V	72V - 12V	72V - 12V	72V - 12V
Charger	48V	72V	72V	72V
Controller	Curtis 400 amp	Curtis 400 Amp	Curtis 400 Amp	Curtis 550 Amp
Tire Size	Dunlop 165/70 R13	Dunlop 165/70 R13	Dunlop 165/70 R13	Dunlop 195/70-R15
Drive Unit	Direct Drive	Direct Drive	Direct Drive	Rear Wheel Direct Drive
Batteries	US2000XC 6V (8pcs)	US2000XC 6V (12 pcs)	US2000XC 6V (12 pcs)	US2000XC 6V (24 pcs)
Battery Access	Under Seat	Under Seat	Under Seat	Under Seat
Motor/Controller Access	Under Rear Seat	Under Rear Seat	Under Rear Seat	Under Rear Seat
Brakes	Front Disc / Rear Drum	Front Disc / Rear Drum	Front Disc / Rear Drum	Four Wheel Hydraulic
Parking Brake	Cable, Rear	Cable, Rear	Cable, Rear	Cable, Rear
Gauges: State of Charge, Speedometer, Odometer, Voltmeter, Ammeter, Light Indicator	Standard	Standard	Standard	Standard
Features: Horn, Reverse Alarm, CD Player (4 Speakers), Windshield Wiper, Cup Holder, Storage Console, Rearview Mirrors	Standard	Standard	Standard	Features: Horn, Reverse Alarm, CD Player (4 Speakers), Windshield Wiper, Rearview Mirrors
Rain Curtains	Optional	Optional	Optional	Optional
Pull-Down Sunshades	Optional	Optional	Optional	Optional
PA System (Hand Held or Hands Free Mic)	Optional	Optional	Optional	Optional
Seat Belts	Optional	Optional	Optional	Optional
Aluminum Wheels	Optional	Optional	Optional	N/A
Front Stainless Push Bumper	Optional	Optional	Optional	Optional



*\*Specifications are standard features only. Additional operational equipment is available. Specifications are subject to change as manufacturer determines.*

440 Mark Leany Drive  
Henderson, NV 89011  
1-800-SVI-TRAM  
www.specialtyvehicles.com



## EV Specifications Review

I have gone through the specs and these look like pretty solid transport vehicles. I particularly like that they use 6V deep cycle golf cart batteries. This makes maintenance of the batteries very simple and those can be found right on the shelf. As for these vehicles meeting your needs, I am not able to make a full assessment without knowing how many miles you expect to drive and how many of those miles are on that 10% grade. I can assume that you are looking to drive these vehicles less than 60 miles a day, since that is the stated vehicle range. I will run through a quick scenario with the 14-passenger model to evaluate how this vehicle would perform.

### Assumptions:

- The vehicle is fully loaded throughout the day.
- The vehicle speed never exceeds the 13MPH (13MPH is the speed at which the ranges was determined)
- The vehicle batteries do not run below 20% state of charge (SOC). Running the battery below 20% SOC can cause the overall lifespan of the battery to be decreased. This reduces the usable range to 48miles of driving on flat ground. This is the mileage will drive in this scenario.
- The vehicle spends 30% of its travel time on the 10% grade.
- The 10% grade will reduce the vehicles' performance by 10%.

The 14-passenger vehicle comes equipped with twelve 6V/220AH batteries. Each battery can store 1.32kWh of energy (6V\*220AH)/1000). All twelve store 15.84 kWh of energy. With a total range of 60miles the vehicles efficiency is: 60 Miles/15.84 kWh = 3.8Mile/kWh

Miles driven on 10% grade = 48 miles \* 30% = 14.4 miles

Miles driven on flat ground = 48 miles – 14.4 miles = 33.6 miles.

Energy used for flat ground driving: 33.6 miles / 3.8 miles/kWh = 8.84 kWh

Energy used for driving on 10 % grade: 14.4 miles / ((3.8 – (3.8 \* 10%))miles/kWh) = 4.21 kWh

Daily total kWh: 8.84kWh + 4.21 kWh = 13.05 kWh

In this scenario we would be finishing the day with the batteries at 17.6% SOC, which is not too bad. Charging the batteries in the next piece of the puzzle. If you run these 10hrs per day, you will have 14 hours to fully charge them. To charge this system you will need a 72V charger. These come in a variety of amperage ratings, a quick search online found one of the largest to be 25A.

Charging time = 13.05 kWh/(72V\*25A)/1000W/kW) = 7.25hrs. You could easily charge the batteries in 14 hours.

The daily range could be extended by adding some charging time during the day as well. That 72V/25A charger can add 1.8kWh to the batteries every hour. That equates to adding 6.84 miles of range for every hour of charging. The range will also be extended if the vehicles are not fully loaded for all parts of the day. It will be decreased if the vehicles are consistently driven faster than 13 MPH. These are all factors that would need to be considered with a more in-depth assessment.

**Bryce Eschenbacher, PE**

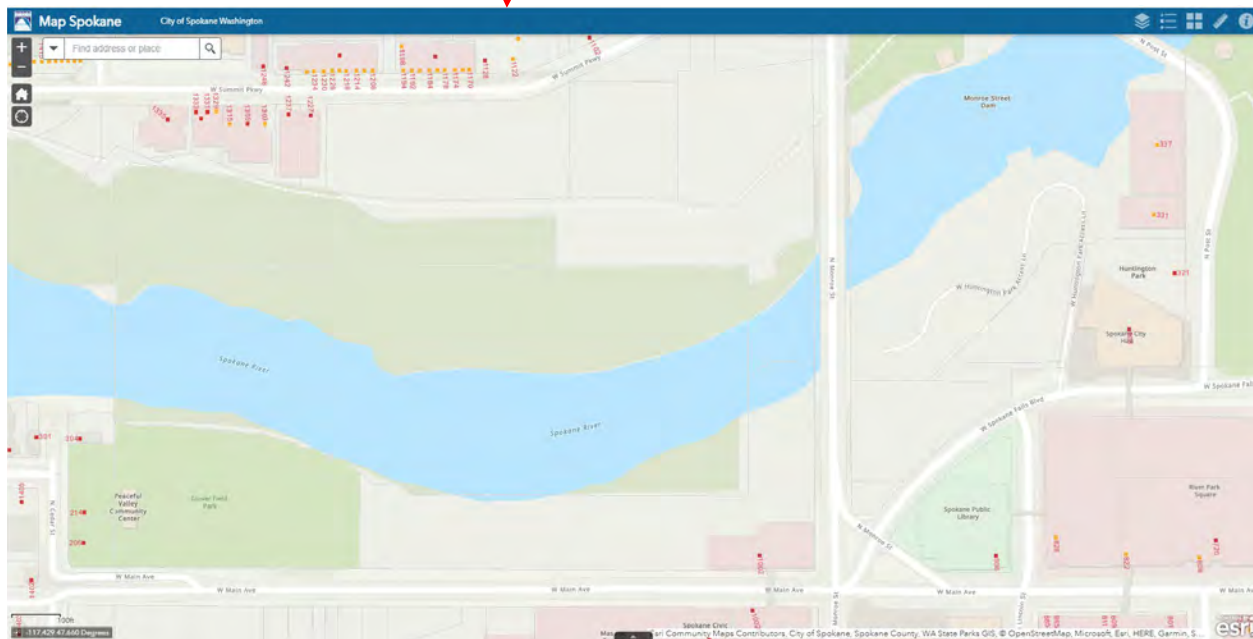
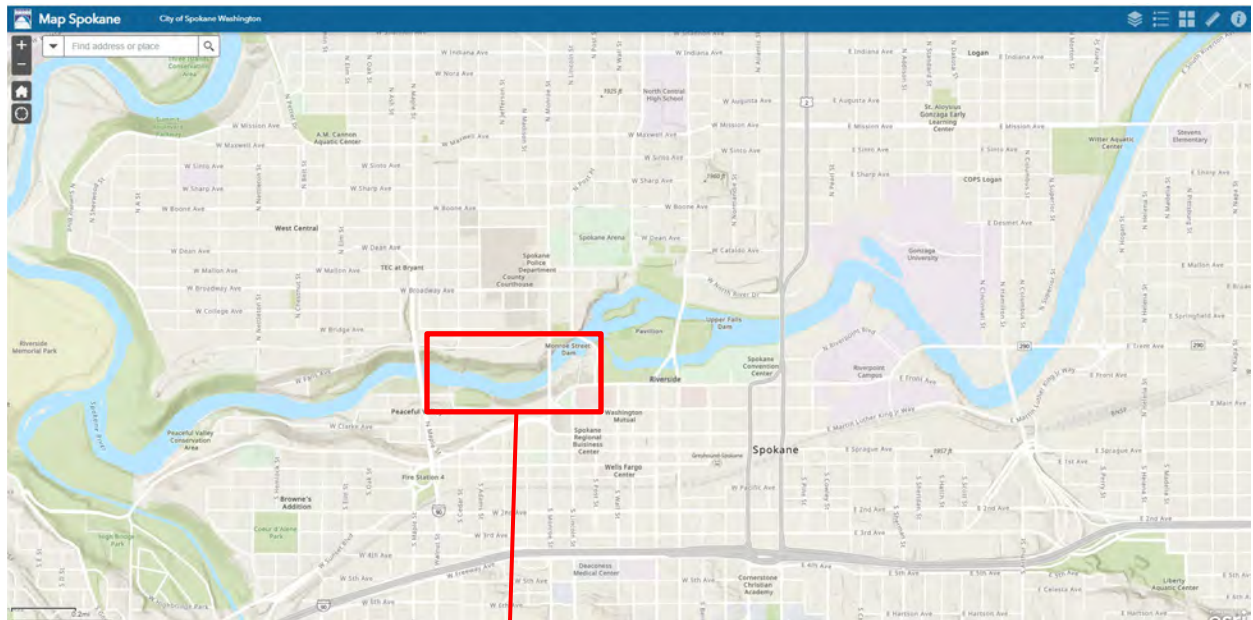
Senior Electric Transportation Engineer

Avista Utilities



## EXHIBIT A – Maps and Area Photographs

### General Location

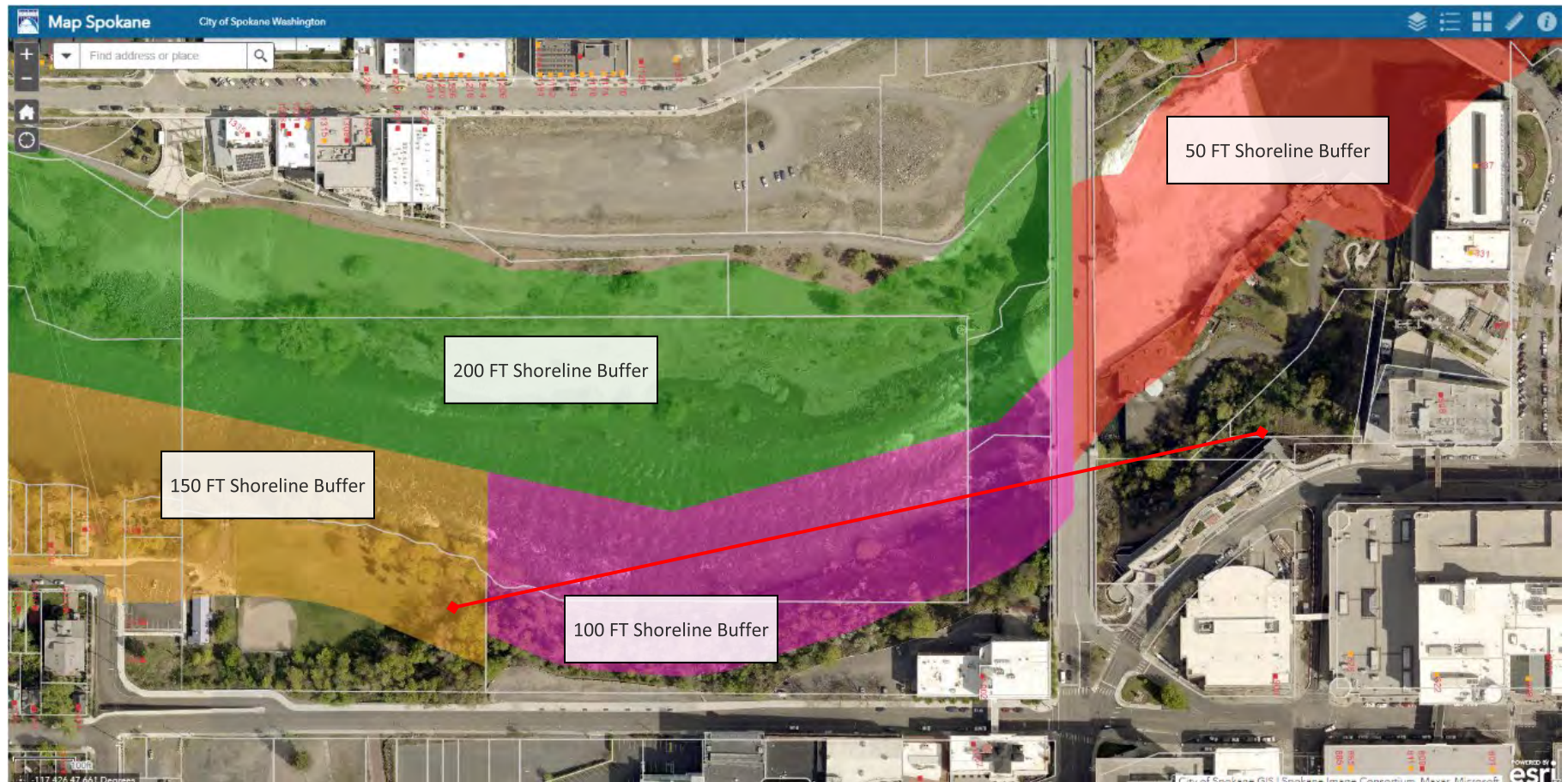


## Site Overview





## Shoreline Setbacks





## Site Pictures

### Departure Site – Place of Truths Plaza









Landing Site – Redband Park















PRELIMINARY

SYNERGO, LLC.  
15026 SW 74th Ave  
Tigard, OR

City Of Spokane  
Spokane Washington

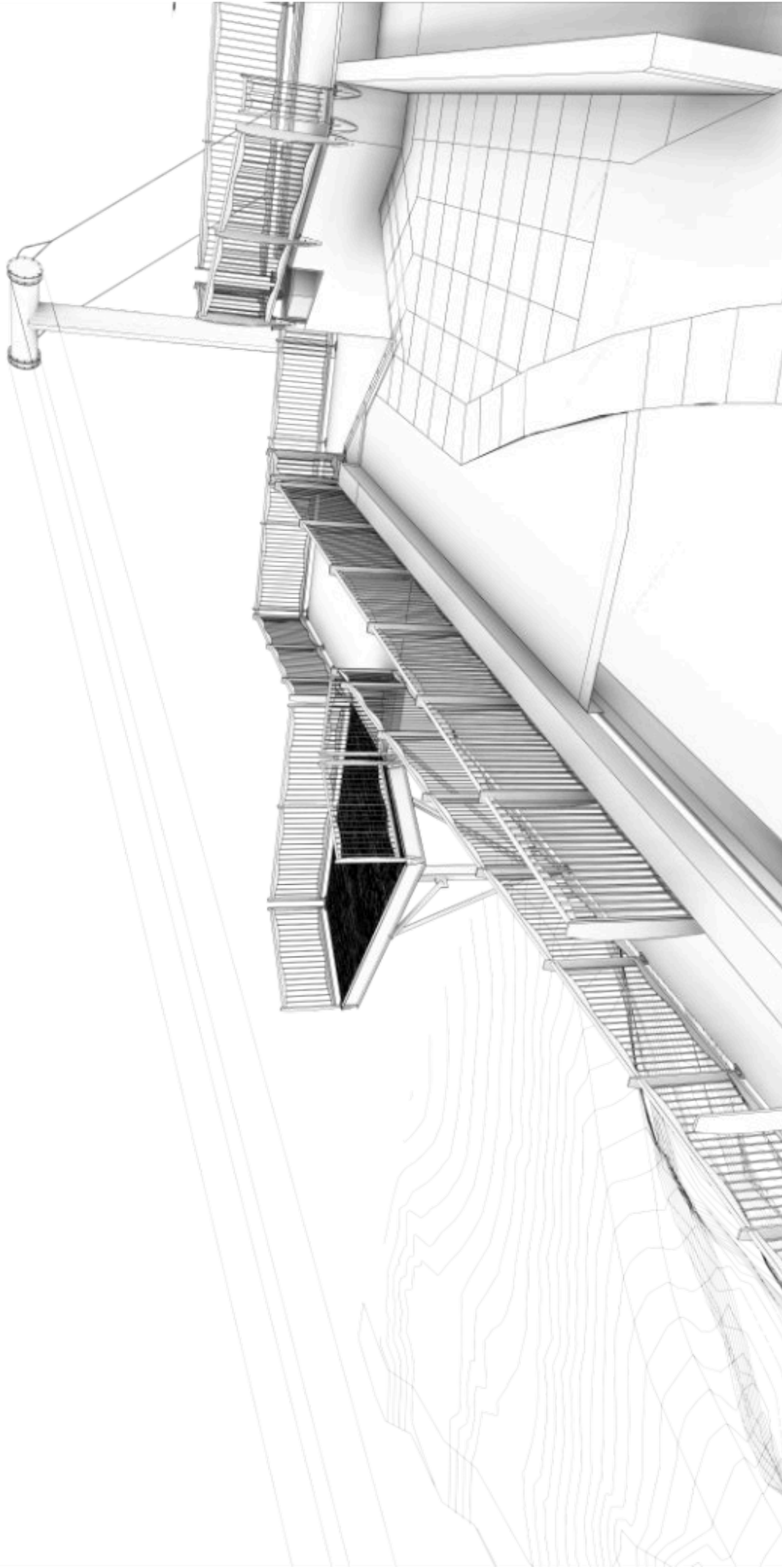
Drawn by:	RZAINAB
Checked by:	ECALDWELL
Project #:	19000
Date:	01.13.2025

[illegible]

Send contents:

Page: Date: JAN 13TH, 2025

## T1.01



**DESIGN:**

**SYNERGO, LLC.**  
15995 SW 74th Ave, Suite 200  
Tigard, Oregon 97224  
503.425.9541

ENGINEERING:

**MILLER CONSULTING  
ENGINEERS, Inc.**  
9600 SW Oak St Suite 400,  
Portland OR 97223  
503.246.1250

## CITY OF SPOKANE

350 N Post St,  
Spokane WA 99201





[www.team-syngo.com](http://www.team-syngo.com)

PRELIMINARY

SYNERGO, LLC,  
15066 SW 74th Ave  
Tigard, OR

City Of Spokane

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Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

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Sheet contents:

Page: Date: JAN 13TH, 2025

50.02



**NOTE: SOUTH EAST CORNER OF LANDING LOCATED  
N 047 39 34.18 W 117 25 50.02**

# SITE PLAN

 $\tau^* = 60^\circ\text{--}9^\circ$ 





CONCRETE FOUNDATION  
GUY-LINE TIE BACK

- BOLLARD

**GUY-LINE**

City Of Spokane

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Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

Sheet contents:

## S1.01

 $\frac{1}{4}'' = 1'$ 

# START PLATFORM PLAN

 $3.125^{\circ} = 4^{\circ} 20''$ 



PRELIMINARY

SYNERGO, LLC.  
15995 SW 74th Ave  
Tigard, OR

City Of Spokane

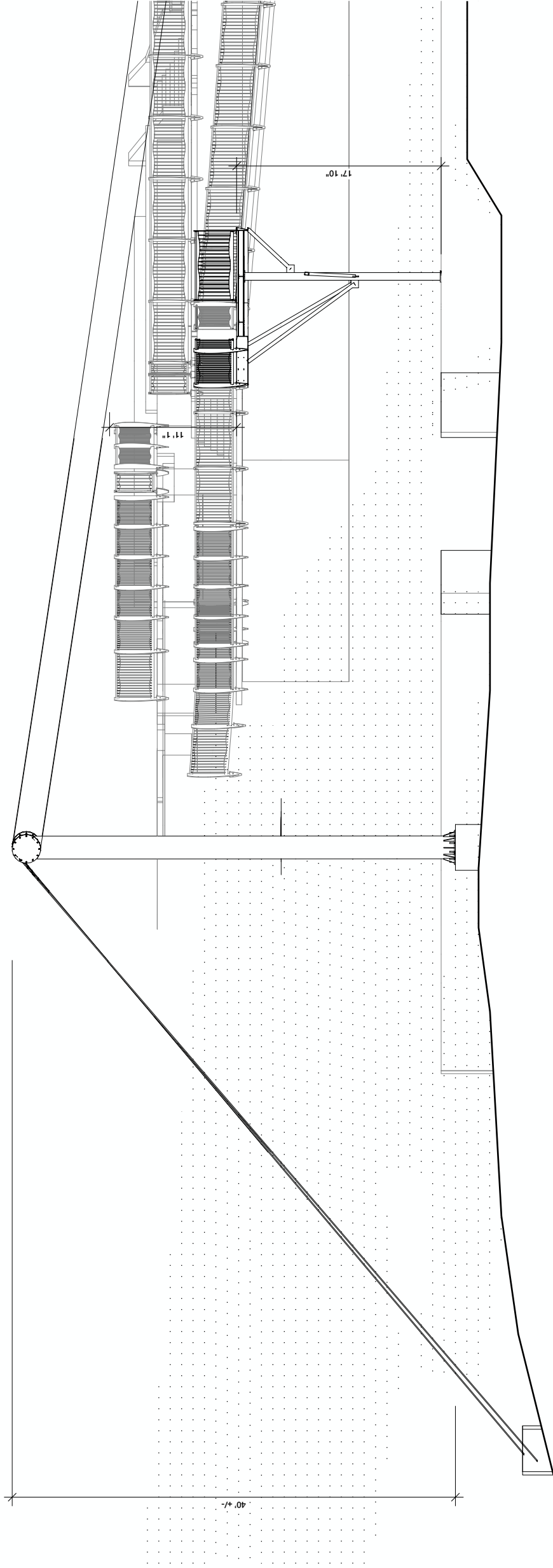
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Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

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Sheet contents:

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**\$1.02**



## START PLATFORM ELEVATION

 $3/16'' = 1'$ 





15996 SW 74th Ave  
Suite 200  
Tigard, Oregon  
97224  
503.425.9541  
[www.baamsymergo.com](http://www.baamsymergo.com)

PRELIMINARY

SYNERGO, LLC.  
15985 SW 74th Ave  
Tigard, OR

City Of Spokane

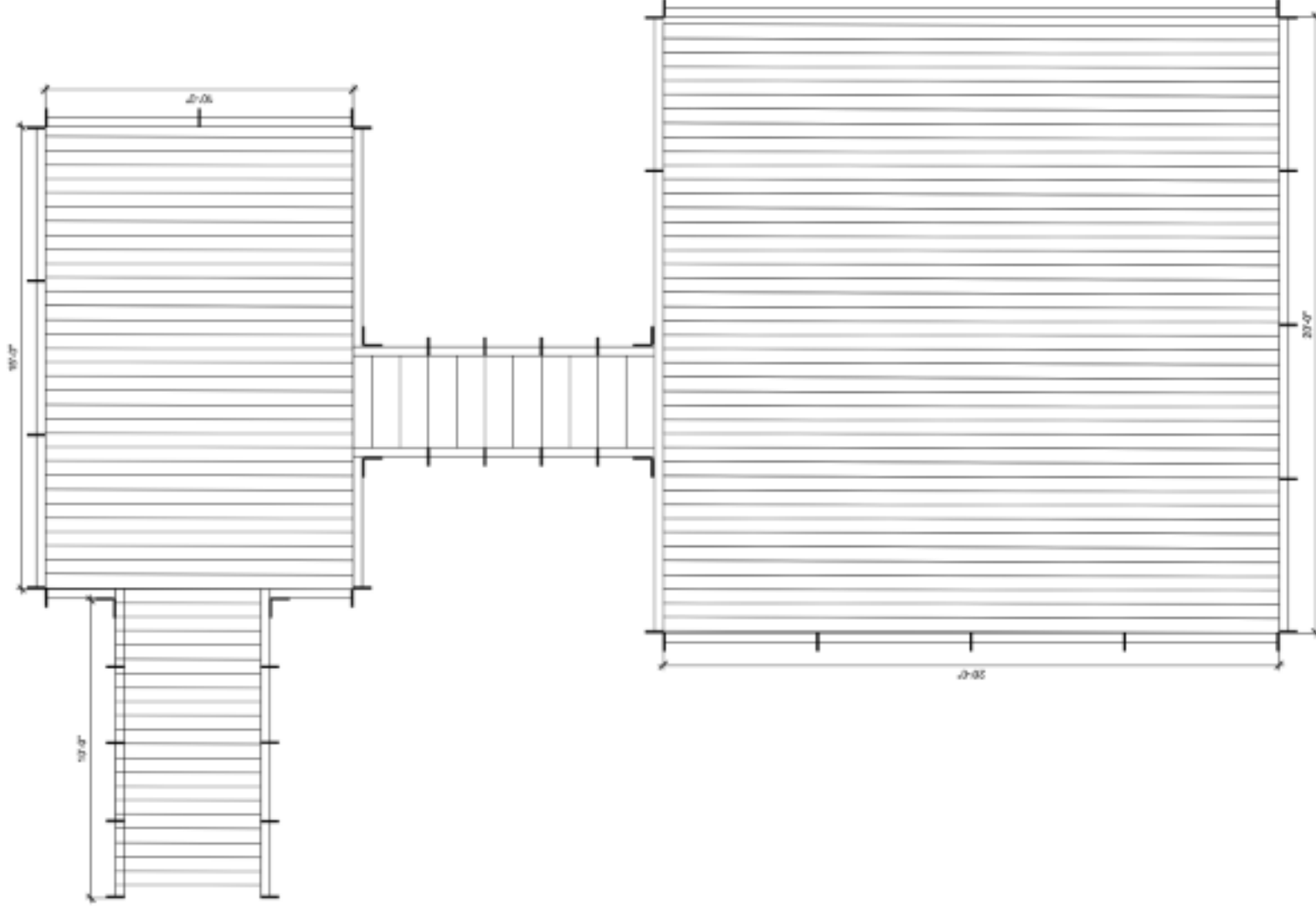
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Checked by:	ECALDWELL
Project #:	19000
Date:	01.13.2025

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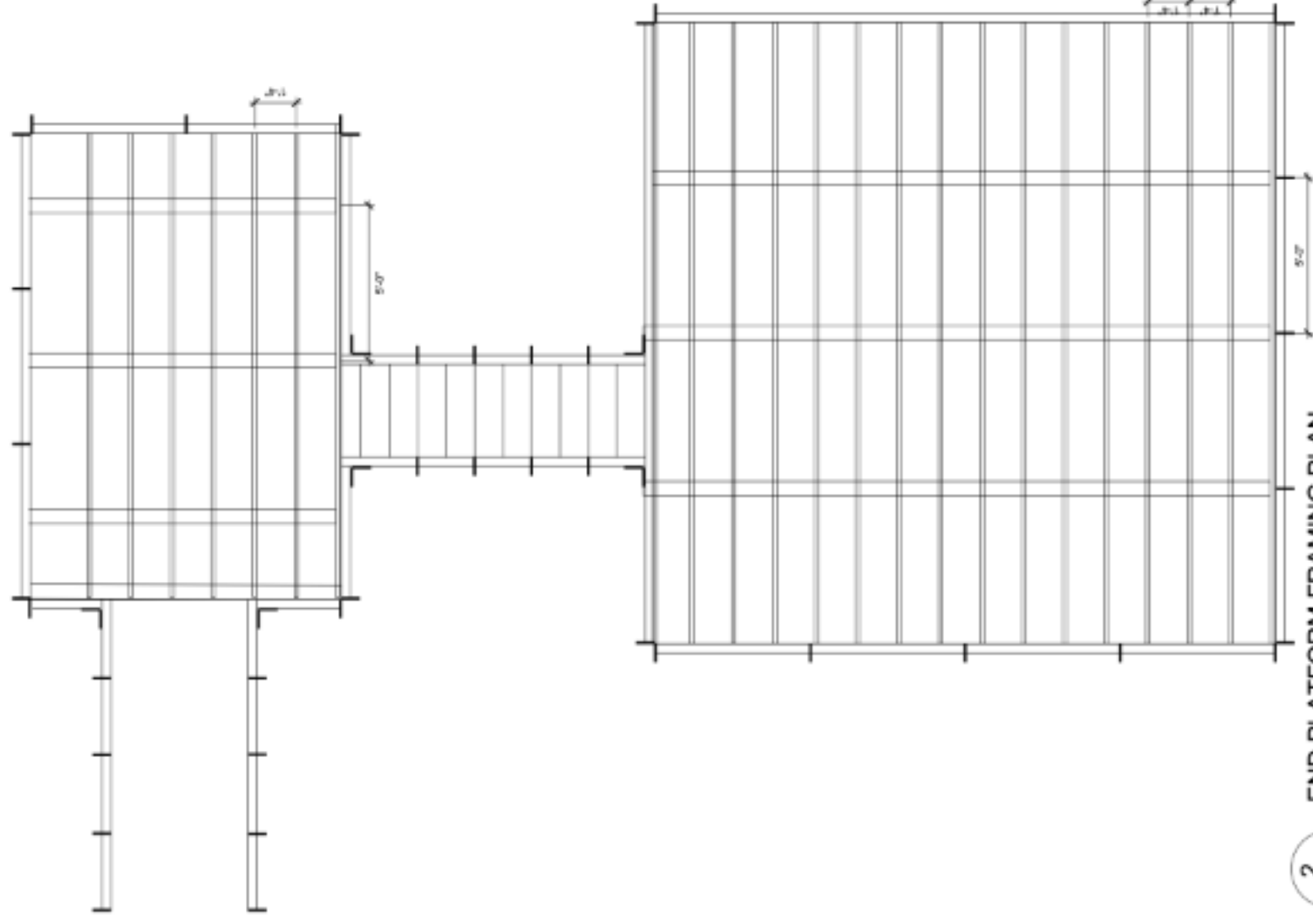
Sheet contents:

Page: Date: JAN 13TH, 2025

## S2.01



1 END PLATFORM RAILING AND DECKING PLAN  
S2.01



2  
S2.01



END PLATFORM PLAN

$$1.72^\circ = 1'.28''$$



PRELIMINARY

City Of Spokane  
Spokane Washington

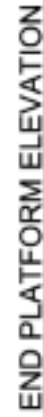
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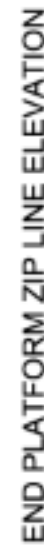
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Page: Date: JAN 13TH 2025

## S2.02



1 / S2.02


$$\frac{2}{52.02}$$

END PLATFORM ELEVATION

 $1.12^\circ = 1.0^\circ$ 



PRELIMINARY

City Of Spokane

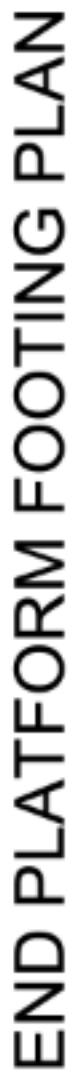
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Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

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Sheet contents:

Page: Date: JAN 13TH, 2025

S2.03


$$318^\circ = +1.0^\circ$$



[www.team synergy.com](http://www.team synergy.com)

Minimum clearance  
12'~ Concrete wall  
8'~ Concrete roof

### Bridge arch NTS

Minimum clearance  
12'~ Concrete wall  
8'~ Concrete roof

SYNERGO, LLC  
15995 SW 74th Ave  
Tigard, OR

Washington

Spokane

RZAINAB  
ECALDWELL  
19000  
01.13.2025

Short contents:

Date: JAN 13TH, 2025

300° = 90°

## RIDER PROFILE CLEARANCE





[www.beamsyn.org](http://www.beamsyn.org)

PRELIMINARY

SYNERGO, LLC.  
15095 SW 74th Ave  
Tigard, OR

City Of Spokane

Washington

Spokane

Drawn by:  
Checked by:  
Project #:  
Date:

RZAINAB  
EGALD/WELL  
19000  
01.13.2025

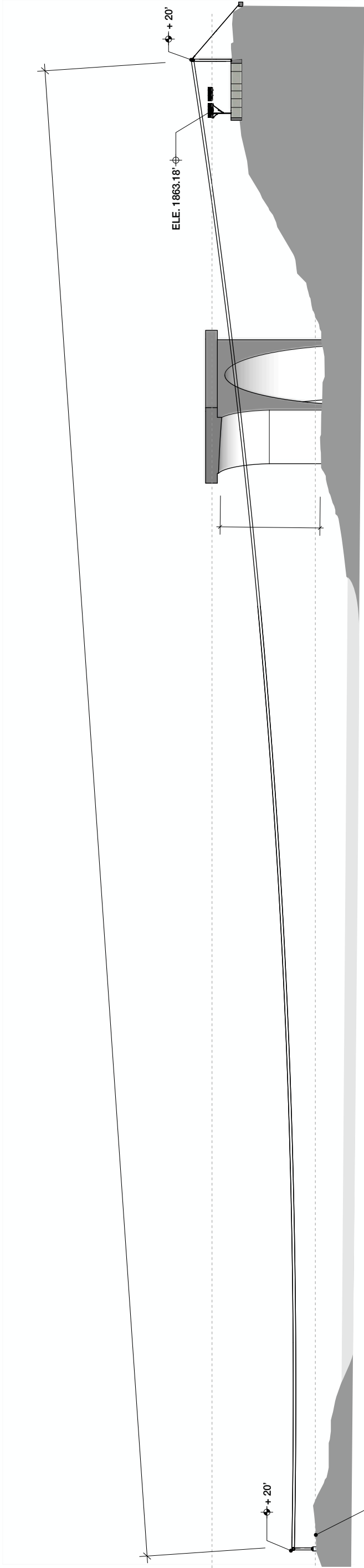
Dietary

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Sheet contents:

Page: Date: JAN 13TH 2025

### S3.02



ZIP LINE ELEVATION

 $\gamma^2 = 0.01$ 



NOTES:

DETAILS ARE NOT  
FINALIZED NOR  
FOR  
CONSTRUCTION



SYNERGO, LLC.  
15995 SW 74th Ave  
Tigard, OR

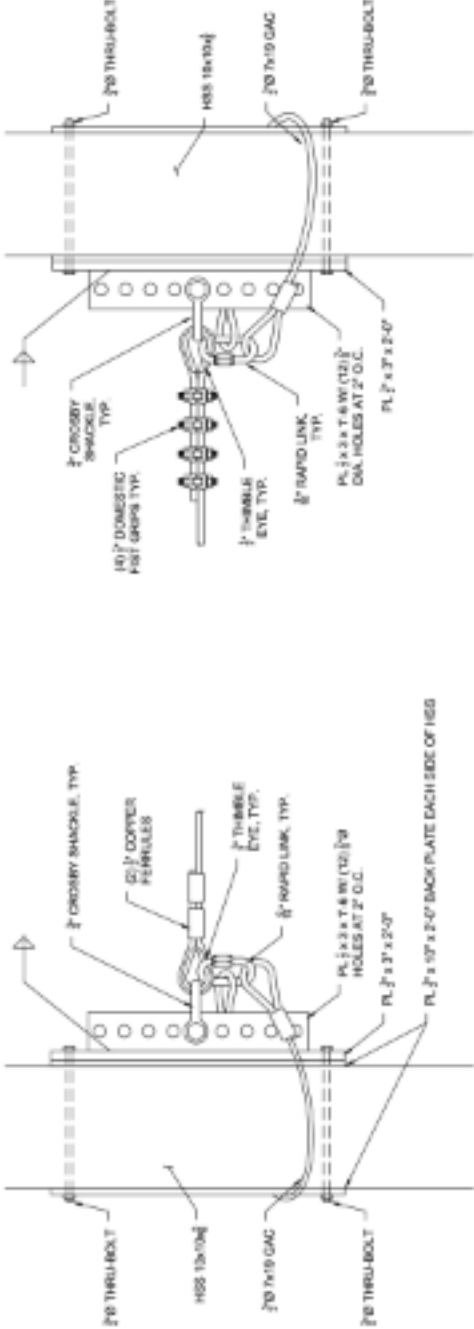
City Of Spokane  
Washington

Drawn by: RZAINAB  
Checked by: ECALDWELL  
Project #: 190000  
Date: 01.13.2025

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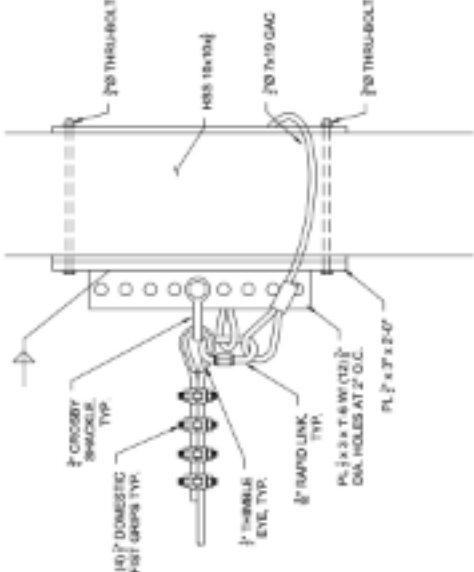
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S5.01



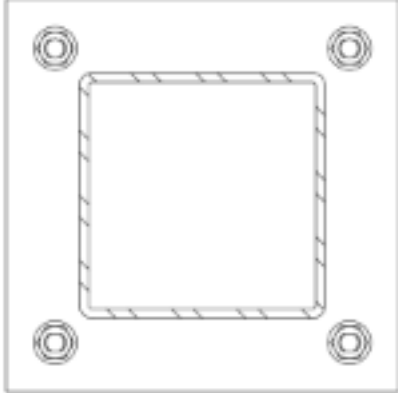
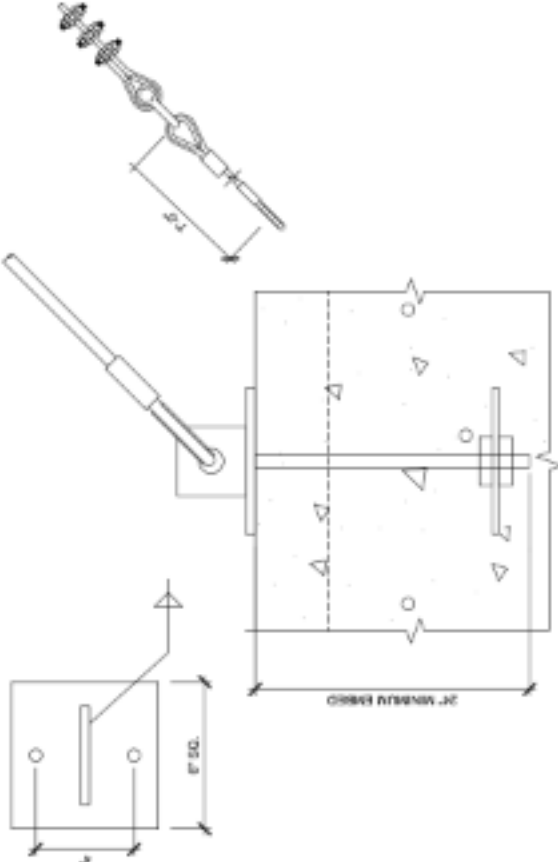
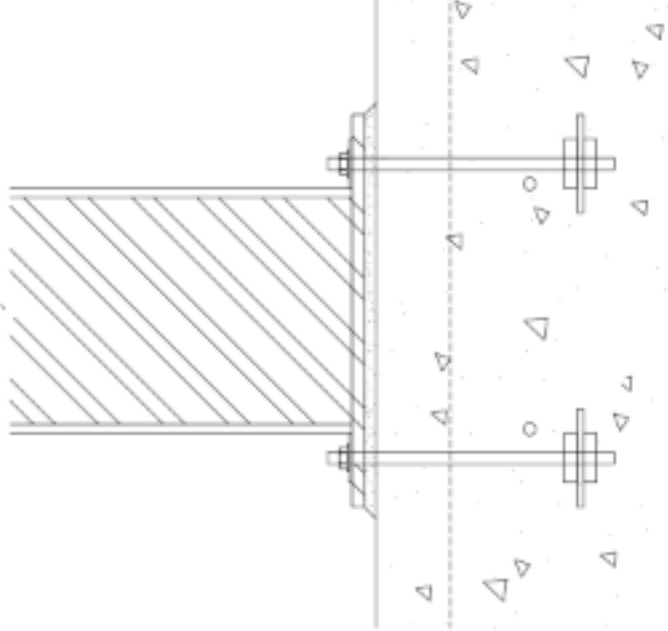
1 ZIP LINE CABLE CONNECTION (LANDING)

S1.03



2 ZIP LINE CABLE CONNECTION (LAUNCH)

S1.03



FOOTING AND ZIP LINE DETAILS

NTS



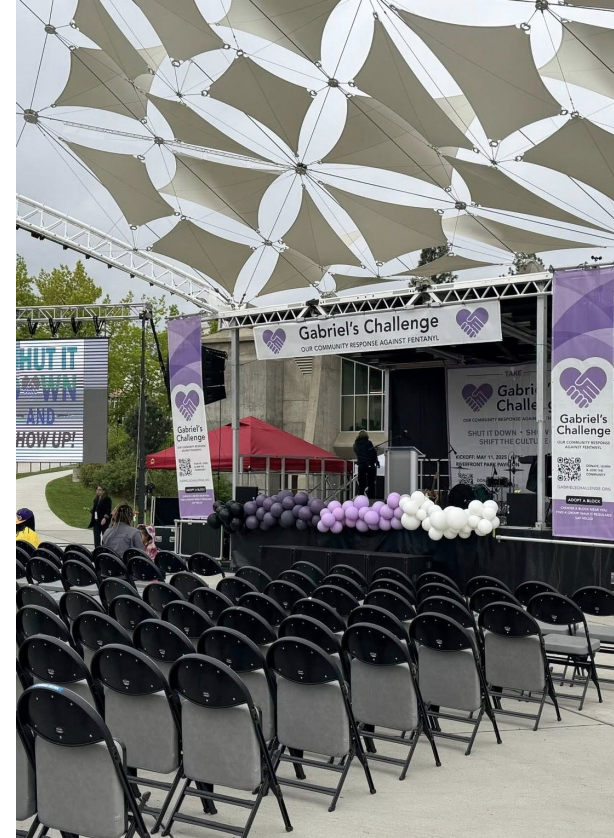


riverfront  
SPOKANE

May 2025







# Hosted Events

- Bloomsday
- Asian Native Hawaiian Pacific Islander Festival
- Mermaid Run
- Gabriels Challenge
- Windermere Marathon
- Flag Day Heritage Celebration









**GOOSE**  
Everything Must Go

May 31

**Spokane Pavilion**  
Spokane, WA









# Riverfront MOVES

FITNESS SERIES

PRESENTED BY





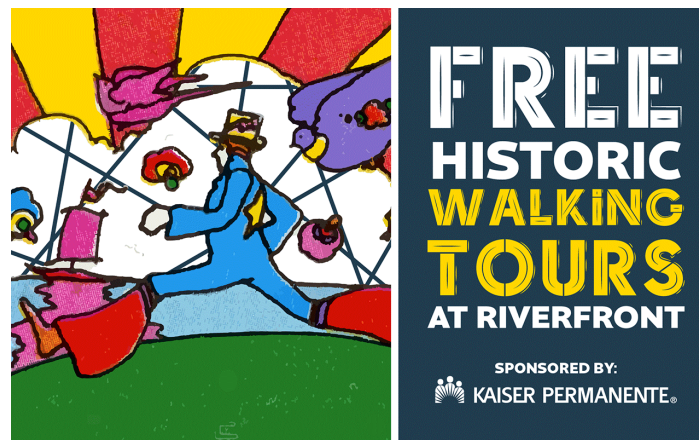








# On The Horizon





# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		<b>Committee meeting date:</b> June 10, 2025
<b>Requester</b>	Nick Hamad		<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A
<b>Item title:</b> (Use exact language noted on the agenda)	Krueger Sheet Metal Co / Don Kardong Interpretive Signage Fabrication & Installation Contract (\$47,866.05+tax)		
<b>Begin/end dates</b>	Begins: 06/12/2025	Ends: 01/31/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Recommend award of a construction contract to the apparent low bid contractor, Krueger Sheet Metal, for the base bid and alternate #1 scope of work for PW ITB 6404-25 Don Kardong Bridge Interpretive Signage Fabrication and Installation project.  In 2023 Parks and its agents completed the reconstruction of the Don Kardong Bridge, located along the Centennial Trail within the City's Logan & East Central neighborhoods. As a part of the project fundraising agreements with several parties, the city committed to the design, fabrication, and installation of informational and interpretive panels to enrich the user experience and celebrate the legacy of project donor organizations (Bloomsday, Gonzaga University, Friends of the Centennial Trail, and the University District).			
<b>Motion wording:</b> Motion to approve Krueger Sheet Metal Co construction contract for the Don Kardong Interpretive Signage and Fabrication project in the amount of \$47,866.05			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Krueger Sheet Metal Name: Paul Hogan    Email address: paul@kruegersheetmetal.com    Phone: 509.489.0221			
<b>Distribution:</b> Parks – Accounting    AI Vorderbrueggen Parks – Sarah Deatrach    Thea Prince Requester: Nick Hamad Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$47,866.05 +tax    Budget code: 1950-54920-94760-56301-48063			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <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 MRSC Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 328 043 922    Business license expiration date: 7/31/25 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

## Bid Response Summary

**Bid Number** PW ITB 6404-25  
**Bid Title** Don Kardong Bridge Interpretive Signage Fabrication and Installation  
**Due Date** Monday, June 9, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Krueger Sheet Metal  
**Submitted By** paul@ksmetal.net paul@ksmetal.net - Wednesday, June 4, 2025 12:22:56 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments** paul@ksmetal.net

### Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and sign panels shall be substantially completed by October 3, 2025.	I acknowledge and I agree

LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount two hundred fifty dollars (\$250) for each and every working day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree

4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx</a> . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is June 9, 2025.	I acknowledge and I understand
6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
7.	The Contractor and any subcontractors will submit a <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid <input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS		
SCOPE OF WORK	<ul style="list-style-type: none"> <li>Base Bid: o Fabrication and installation of new wayfinding and interpretive panels atop the Don Kardong Bridge in accordance with the attached technical drawings and panel graphics. The project site is located atop the Spokane River on the Centennial Trail directly adjacent to 665 N. Riverpoint Boulevard, Spokane, WA 99202. Work includes but is not limited to: <input type="checkbox"/> Fabrication &amp; installation of (18) custom wayfinding panels <input type="checkbox"/> Fabrication &amp; installation of (5) custom angled interpretive panels <input type="checkbox"/> Removal &amp; salvage to the owner existing guardrail panels to be replaced by interpretive panels <input type="checkbox"/> Production of shop drawings and working drawings as required in the attached technical drawings</li> <li>Bid Alternates: o Bid Alternate 1: Lean Rail Fabrication &amp; Installation <input type="checkbox"/> Fabrication and installation of (2) new lean rails atop the Don Kardong Bridge in accordance with the attached technical drawings.</li> </ul>	I acknowledge and I agree



a.	What is the delivery timeline for the materials/equipment needed for this project	on or before 09/26/25	
GENERAL REQUIREMENTS			
INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree	
WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree	
WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree	
PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree	
GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree	
SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree	
INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree	
INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree	

INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid 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 submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	KRUEGSM35609
CONTRACTOR RESPONSIBILITY	U.B.I. Number	328 043 922
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	238 131 005
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	328 043 922

CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	328 043 922
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	Yes
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Paul Hagan Krueger Sheet Metal CO PO Box 2963 Spokane WA 99220-2963 509-489-0221 Paul@Kruegersheetmetal.com
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Paul Hagan Paul@Kruegersheetmetal.com
1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	20250603234522893.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. 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. Please upload your bid bond here (blank form available under the 'Documents' tab).	20250603234640994.pdf
3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	20250603234946384.pdf

4	<p>PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	I understand and I agree
TERMS & CONDITIONS		
#1	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

#### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Fabrication & Installation of new wayfinding and interpretive panels atop the Don Kardong Bridge	Base	jb	1.00	\$43,948.77	\$43,948.77	each
	#2	9.1% Sales Tax	Base	ea	1.00	\$3,999.30	\$3,999.30	each
	#3	Bid Alternate #1 Lean Rail Fabrication & Installation	Option	jb	1.00	\$3,917.28		each
<b>Total Base Bid</b>		\$47,948.07						





CITY OF SPOKANE - PURCHASING  
915 N Nelson St.  
Spokane, WA 99202

## PW INVITATION TO BID

PW ITB NUMBER: 6404-25  
TITLE: DON KARDONG BRIDGE INTERPRETIVE  
SIGNAGE FABRICATION & INSTALLATION

BID COORDINATOR: Thea Prince, City of  
Spokane Purchasing Department

MANDATORY PRE-BID MEETING: No pre-bid  
will be held for this project.

QUESTION DEADLINE: 05/30/25 3:00 pm pst

PROPOSAL DUE DATE: 06/09/2025

TIME: 1:00 pm pst

Bid Submittal:

All Bids shall be submitted electronically  
through the ProcureWare online  
procurement system portal:

<https://spokane.procureware.com> before  
the due date and time.

**BID SUBMITTED BY:**

COMPANY KRUEGER SHEET METAL CO

MAILING ADDRESS PO Box 2963

Spokane WA 99220-2963

PHYSICAL ADDRESS 18420 E GARLAND AVE

Spokane Valley WA 99087

PHONE NUMBER 509.484.0221

E-MAIL ADDRESS Paul@KruegerSheetMetal.com

THEA PRINCE  
Purchasing

**CITY OF SPOKANE**  
**REQUEST FOR PUBLIC WORKS BID**  
**USING AIA FORM A201 – 2007**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**REVISED MARCH 18, 2014**

## INSTRUCTIONS TO BIDDERS

**PRE-SUBMITTAL CONFERENCE.** No pre-submittal conference will be held for this project.

**1. SUBMISSION OF BIDS.**

Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procureware.com> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date.

**Bid Opening:** Sealed electronic bids will be accepted until Monday, June 9 at 1:00pm. Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at <https://spokane.procureware.com> before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

**2. BIDDERS' REPRESENTATION.**

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

**3. SUBSTITUTIONS.**

- A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.
- B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

**4. INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

**5. WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

6. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in a similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications unless waived by the City. The contractor must submit two (2) sign fabrication & installation, or guardrail fabrication and installation projects within the last five (5) years.

7. **BID SECURITY.**

The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

8. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

9. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

10. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the



bidder's employees working in Washington, as required in title 51 RCW;

- 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
  - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - E. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.).
  - F. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
  - G. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC
  - H. Until December 31, 2013, not have violated RCW 39.04.370 "*Off-Site Prefabricated Non-Standard Project Specific Items*" reporting requirements more than one time as determined by the department of labor and industries.
  - I. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, contractor shall not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
  - J. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:
    - Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
    - Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.

#### 11. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC



7.06.500 and RCW 39.04.350(1), as amended; or

- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

**12. REJECTION OF BIDS.**

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

**13. CONTRACTOR REGISTRATION.**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

**14. EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

15. **PUBLIC WORKS REQUIREMENTS.**

The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

16. **CONTROLLING ORDER OF DOCUMENTS.**

If there are conflicts in the specifications and the terms of this Request for Bids, the controlling order of documents is listed below:

1. Addenda
2. Proposal Form
3. Attachment 1 – Sign Panel Technical Drawings
4. Attachment 2 – Sign Panel Graphics

17. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

- I. Click on **"Bids"** located on the left hand column.
- II. Find the applicable project and click the **"Project Number"**.
- III. Click on the **"Response"** tab.
- IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.
- V. Click on the **"Pricing"** tab and enter pricing as requested. A **"Comment"** field is available if needed.
- VI. Once both the Questions and Pricing information has been entered, the yellow **"Question Response and Pricing Response"** information message will change from incomplete to complete. Then the **"Submit"** button will become available.
- VII. Click the **"Submit Bid"** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **"I Accept and Submit this Bid"** button.
- VIII. If you want to remove your bid, click the red **"Withdraw Bid"** button in the **"Response"** tab for the appropriate bid.

## **SCOPE OF WORK**

1. **PERFORMANCE.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as in the below scope of work, attachments, and reference specifications.

2. **ATTACHMENTS.**

1. Attachment 1 – Sign Panel Technical Drawings
2. Attachment 2 – Sign Panel Graphics

3. **SCOPE OF WORK.**

- **Base Bid:**

- Fabrication and installation of new wayfinding and interpretive panels atop the Don Kardong Bridge in accordance with the attached technical drawings and panel graphics. The project site is located atop the Spokane River on the Centennial Trail directly adjacent to 665 N. Riverpoint Boulevard, Spokane, WA 99202.

Work includes but is not limited to:

- Fabrication & installation of (18) custom wayfinding panels
- Fabrication & installation of (5) custom angled interpretive panels
- Removal & salvage to the owner existing guardrail panels to be replaced by interpretive panels
- Production of shop drawings and working drawings as required in the attached technical drawings

- **Bid Alternates:**

- Bid Alternate 1: Lean Rail Fabrication & Installation
  - Fabrication and installation of (2) new lean rails atop the Don Kardong Bridge in accordance with the attached technical drawings.

- **NOTE** – The Don Kardong Bridge and adjoining portions of the centennial trail shall remain open to the public for the duration of on-site installation work. Contractor shall include in the bid all costs and activities necessary to secure panel installation sites & protect the public during construction activity.



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:** #6404-25 DON KARDONG BRIDGE INTERPRETIVE SIGNAGE FABRICATION  
& INSTALLATION

### 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:  
(no tax included):

\$ 43,948.77

ALTERNATE 1: Lean Rail Fab & install  
(no tax included)

\$ 3,917.28

### ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

### CONTRACT COMPLETION TIME.

The bidder agrees to start shop drawing work under this contract within ten (10) days of the Notice to Proceed and shall physically complete work on the two project sites as required below:

1. Sign panels shall be substantially completed by October 3, 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 TWO HUNDRED AND FIFTY DOLLARS (\$250) per working day until the work is satisfactorily completed.

### BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. KRUE SM 35609  
(must be in effect at time of bid submittal)



U.B.I. Number 328 043 922

Washington Employment Security Department Number 238 131 005

Washington Excise Tax Registration Number 328-043 922

City of Spokane Business License Number 328 043 922

(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.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: KRUEGER SHEET METAL CO / PAUL HOGAN

  
Signature of Bidder's Authorized Representative

PROJECT MANAGER  
Title

18420 E GARLAND AVE SPOKANE VALLEY WA  
Address

509-481-0331  
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 June 3, 2025  
date

(Seal Or Stamp)



Dawn Standerfer  
Signature of Notary Public

My appointment expires 11-15-2028

## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

- MBE GOAL OF TEN PERCENT OF THE TOTAL PROJECT BID AMOUNT
- WBE GOAL OF SIX PERCENT OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.



# MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
MOUNTAIN DOG SIGN COMPANY M4F0017791	\$ 3525.00

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ 1,762.50	MBE TOTAL	\$ 1,762.50
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ 1762.50	WBE TOTAL	\$ 1762.50
COMBINATION GOAL:	\$ 3,525.00	MBE/WBE TOTAL	\$ 3,525.00

\*Designate MBE or WBE

Becky HENSEL MOUNTAIN DOG  
Mr./ Mrs./ Ms. NORMA RODRIGUEZ OM WBE has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.





STATE OF WASHINGTON

OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

1110 Capitol Way South, Suite 150 • PO Box 41160 • Olympia, WA 98501

(360) 664-9750 • Toll free 1-866-208-1064 • Fax (360) 586-7079

May 15, 2025

Mountain Dog Sign Company, Inc. DBA Mountain Dog Sign Company  
1620 North Mamer Road  
Ste D100  
Spokane Valley, WA 99216

Dear Rebecca Henselen,

Congratulations! Your firm has been recertified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Minority/Women Business Enterprise (MWBE). Information about your business is published in the OMWBE Directory located at <https://omwbe.diversitycompliance.com> (click 'Search for Certified Businesses' on the Access Equity portal).

Certification Number: M4F0027791

Renewal Date: April 19, 2028

**Please review each of the following:**

- Every three years before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above by logging into our system at <http://omwbe.wa.gov/certification>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with procedures set forth in WAC 326-20-172.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Norma Rodriguez  
Certification Analyst

## SUBCONTRACTOR LIST

**PROJECT NAME:** PW ITB #6404-25 Don Kardong Bridge Interpretive Signage  
Fabrication and Installation

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** (use additional pages if necessary):

**CONTRACTOR/SUPPLIER** Mountain Dog Sign Company

TYPE OF WORK/BID ITEM CHPL Panels Materials

AMOUNT \$ 3,525.00 (MWBE Business) see attached

CONTRACTOR'S REGISTRATION NO. N/A Supplier

**CONTRACTOR/SUPPLIER** For West Steel - Post Falls ID

TYPE OF WORK/BID ITEM Cor-10 Panels Materials

AMOUNT \$ 2,800

CONTRACTOR'S REGISTRATION NO. N/A Supplier

**CONTRACTOR/SUPPLIER** West Coast Metals - Portland OR

TYPE OF WORK/BID ITEM S/S Materials

AMOUNT \$ 300.00 Base Bid \$800 ALT

CONTRACTOR'S REGISTRATION NO. N/A Supplier

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



STATE OF WASHINGTON  
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- You must inform the OMWBE in writing within 30 days of the any of the changes listed above by logging into our system at <http://omwbe.wa.gov/certification>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with procedures set forth in WAC 326-20-172.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Norma Rodriguez  
Certification Analyst



# City of Spokane, Washington


## Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Don Kardong Bridge Interpretive Signage Fabrication & Installation	
Project # 6404-25	
<b>Part A: General Company Information</b>	
Company Name Krueger Sheet Metal	
Address PO BOX 2963 Spokane WA 99220-2963	
Contact Name and Title Paul Hagan Project Manager	
Contact Phone 509-489-0221	Contact E-mail Paul@Kruegersheetmetal.com
Years in business as a Prime Contractor 79	Years in business as a sub-contractor 79
Years in business under present Name N/A	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
<b>Part B: Work Experience</b>	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.	
<b>List two (2) similar construction projects.</b>	
A Riverfront Park Phase 1 Signage B Spokane Transit City Line Panels	
<b>Part C: Performance Evaluation</b>	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	



<b>Part E: Safety</b>
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G. Utilization Requirements</b>
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
<b>Part H: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part I. Prevailing Wage</b>
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

<b>Part J: Public Bidding Crime (Criminal Convictions)</b>
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
<b>Part K. Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part L. Termination for Cause</b>
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part M: Litigation</b>
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part N: Delinquent State Taxes</b>
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

<b>Part O: Subcontractor Responsibility</b>	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
<b>Signature</b>	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	06/10/25
Printed Name of Authorized Representative	Title
PAUL HOGAN	PM

## Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>	
<p>The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>	
<p>For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>	
<p><b>Form Submittal:</b></p>	
<p>Submit this form to Purchasing Department via email within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>	
Email	<a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a>
<p style="text-align: center;">with the Email Subject line: Supplemental Bidder Form for Don Kardong Bridge Interpretive Signage Fabrication &amp; installations</p>	
<p>Questions: Please call (509) 625-6403</p>	



# Attachment to Supplemental Bidder Responsibility Criteria

## Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
<b>PROJECT DETAIL</b>			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Krueger Sheet Metal CO		Paul Hagan 509-589-0221	
Project Name		Project Contract Number:	
Riverfront Park Phase 1 Wayfinding Signage		OPR-2019-0330	
Project Owner		Project Location	
Spokane Parks Department		Riverfront Park	
Project Owner Contact Name & Title		Owner's Telephone Number	
Jo-Lynn Brown Project Manager		509-625-6264	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Approx. 03/26/19	Approx. 08/15/19	\$104,237.55	\$105,772.31
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
<b>Brief Project Description</b> Working with City and Berger Partnership Krueger Sheet Metal fabricated and installed wayfinding signage in Riverfront Park.			
<b>Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</b>  Fabricate Wayfinding Signage Laser Cutting, Welding, Forming, Galvanizing and Powder coating according to Plans and Specs, Worked with City representatives to ensure finished product was the best possible product for our Crown Jewel Park.			

# Attachment to Supplemental Bidder Responsibility Criteria

## Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Krueger Sheet Metal CO		Paul Hagan 509-589-0221	
Project Name Spokane Transit Authority City Line Railing Panels		Project Contract Number:  2022-10701	
Project Owner  Spokane Transit Authority		Project Location Various locations from Station #1 to Station #28 along the City Line from Browns Addition to S.C.C Campus	
Project Owner Contact Name & Title  Nick Hanson Capital Projects Manager		Owner's Telephone Number  509-344-1867	
Notice to Proceed Date  Approx. 10/04/22	Final Completion Date Approx. 05/10/23	Awarded Contract Value  \$277,453.00	Final Contract Price  \$277,453.00
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	

**Brief Project Description**  
Competitive Bid Supply and Install Infill Panels

**Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications**

Working with STA Capitol Project Manager Krueger Sheet Metal Designed, Laser Cut, Powder Coated and installed Decorative Panels both "Standard" infill panels and "Station Specific" infill panels designed by Artists, these panels are very similar to the Berger Partnership Concept for Kardong Bridge

# BID TABULATION

Reference Number	Description	Type	UOM	Quantity	Krueger Sheet Metal	Rixir Systems
#1	Base Bid: Fabrication & Installation of new wayfinding and interpretive panels atop the Don Kardong Bridge	Base	ea	1	\$43,948.77	\$129,042.50
#2	9.1% Sales Tax (on base bid)	Base	ea	1	\$3,999.30	\$7,393.75
<b>Total (Base Bid)</b>					\$47,948.07	\$136,436.25
#3	Bid Alternate #1 Lean Rail Fabrication & Installation	Option	ea	1	\$3,917.28	N/A
#4	9.1% Sales Tax (on Alternate #1)				\$356.47	N/A
#5	<b>Total (Base + Alt 1)</b>				<b>\$52,221.82</b>	<b>\$0.00</b>

License Information:

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

Entity name:

KRUEGER SHEET METAL CO.

Business name:

KRUEGER SHEET METAL CO.

Entity type:

[Profit Corporation](#)

UBI #:

328-043-922

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

731 N SUPERIOR ST  
SPOKANE WA 99202-2014

Mailing address:

PO BOX 2963  
SPOKANE WA 99220-2963

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Connell General Business - Non-Resident</a>				<a href="#">On Hold</a>	Jul-31-2026	Jul-18-2024
<a href="#">Federal Way General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2026	Sep-23-2022
<a href="#">Kirkland General Business - Non-Resident</a>				<a href="#">Active</a>	Sep-30-2025	Sep-23-2024
<a href="#">Liberty Lake General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2026	Jun-02-2023
<a href="#">Moses Lake General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2026	Mar-07-2025
<a href="#">SeaTac General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2026	Jun-12-2019
<a href="#">Spokane General Business</a>				<a href="#">Active</a>	Jul-31-2026	Dec-26-2018
<a href="#">Spokane Valley General Business - Non-Resident</a>				<a href="#">Active</a>	Jul-31-2026	Oct-07-2020
<a href="#">Underground Storage Tank</a>		1	<a href="#">View Tanks</a>	<a href="#">Active</a>		

Owners and officers on file with the Department of Revenue





Owners and officers	Title
BRANDT, ALEXANDER E E	
BRANDT, DAVID T T	

The Business Lookup information is updated nightly. Search date and time: 6/17/2025 10:30:09 AM

**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**



# Park Rangers 2025

JACOB VANDENBERG

PARK RANGER SUPERVISOR

06/11/2025



# Jacob Vandenberg

Park Ranger Supervisor  
Limited Commission Police Officer

Park Ranger from 2017-  
2023

Interim Supervisor 2023-  
2025

Supervisor 2025-

Born and raised in the  
Spokane Area



## ► Responsibilities Include:

- Managing Park Ranger Team
- Parking Management
- Training Park Staff (BLS, 1<sup>st</sup> aid, Taser, Park Safety)
- Facility & Building Access Control
- Radio Maintenance & Communications
- And more...



# Jory Hustad

Park Ranger FTO  
Limited Commission Police Officer

Park Ranger from 2018-  
Reserve Police Officer  
(SPD) 2023-

Park Ranger of the year  
2022



## ► Responsibilities Include:

- Patrol city parks
- Enforce rules and regulations
- Train new Park Rangers



# Jacob Stout

Park Ranger FTO  
Limited Commission Police Officer

Park Ranger from 2018-  
2023 outstanding  
leadership award



## ► Responsibilities Include:

- Patrol city parks
- Enforce rules and regulations
- Train new Park Rangers



# Deon Prescott

Park Ranger FTO

Park Ranger from 2023-  
Park Ranger of the year  
2023



## ► Responsibilities Include:

- Patrol city parks
- Enforce rules and regulations
- Train new Park Rangers



# Temp Seasonal Rangers

- ▶ Mitchel Statton
- ▶ Benjamin Tafoya
- ▶ Logan Morrison
- ▶ Emma Larue
- ▶ Marshal Mumford
- ▶ Decem Moua





# Hiring

- ▶ We have successfully maintained the necessary seasonal staffing levels by fostering a strong partnership with the Spokane Police Volunteer Services Unit. This collaboration has enabled us to create a pathway for volunteer police cadets to transition into Park Ranger roles as they progress in their careers.
- ▶ Of the six temp-seasonal Park Rangers three of them come from Spokane Police Department as cadets and one comes from the Spokane County Sheriffs Office explorer program.
- ▶ We currently have two candidates starting later this month that are cadets with the Spokane Police department.

# 2024 Statistics

Calls for service: 3,856

- Riverfront: 2,348
- Outparks: 1,508

Citations: 722

Arrests (June-December): 125

## 2025 Statistics

Calls for service: 1,426

- Riverfront: 843
- Outparks: 583

Citations: 349

Arrests: 58



# 2024 vs 2025 YTD Comparison

## 2024

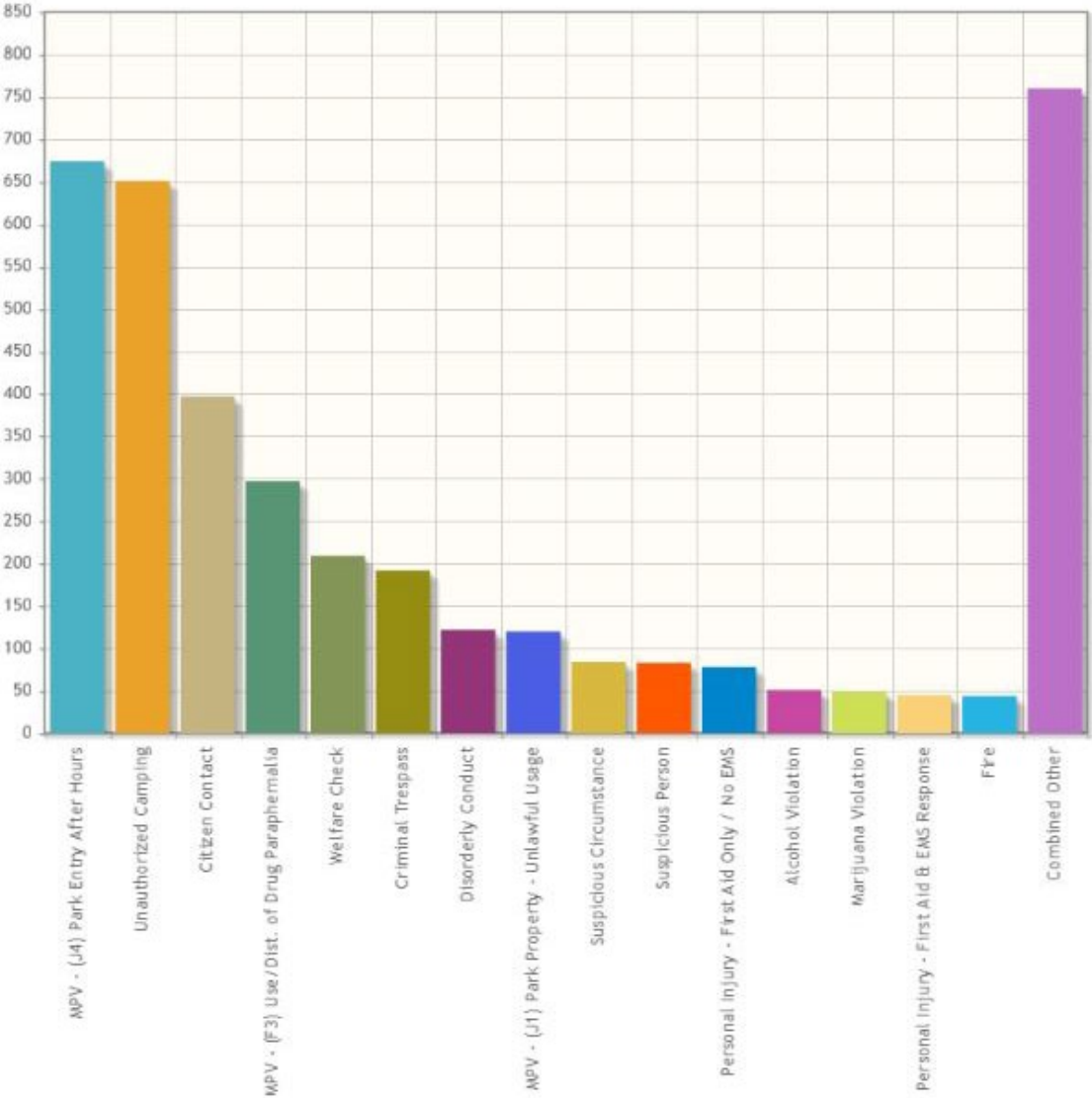
- ▶ Calls for service: 1,535
  - ▶ Riverfront: 965
  - ▶ Outparks: 563
- ▶ Citations: 147
- ▶ Arrests: 0

## 2025

- ▶ Calls for service: 1,426
  - ▶ Riverfront: 843
  - ▶ Outparks: 583
- ▶ Citations: 349
- ▶ Arrests: 58

REPORT CRITERIA

When Occurred In Range 01/01/2024 12/31/2024

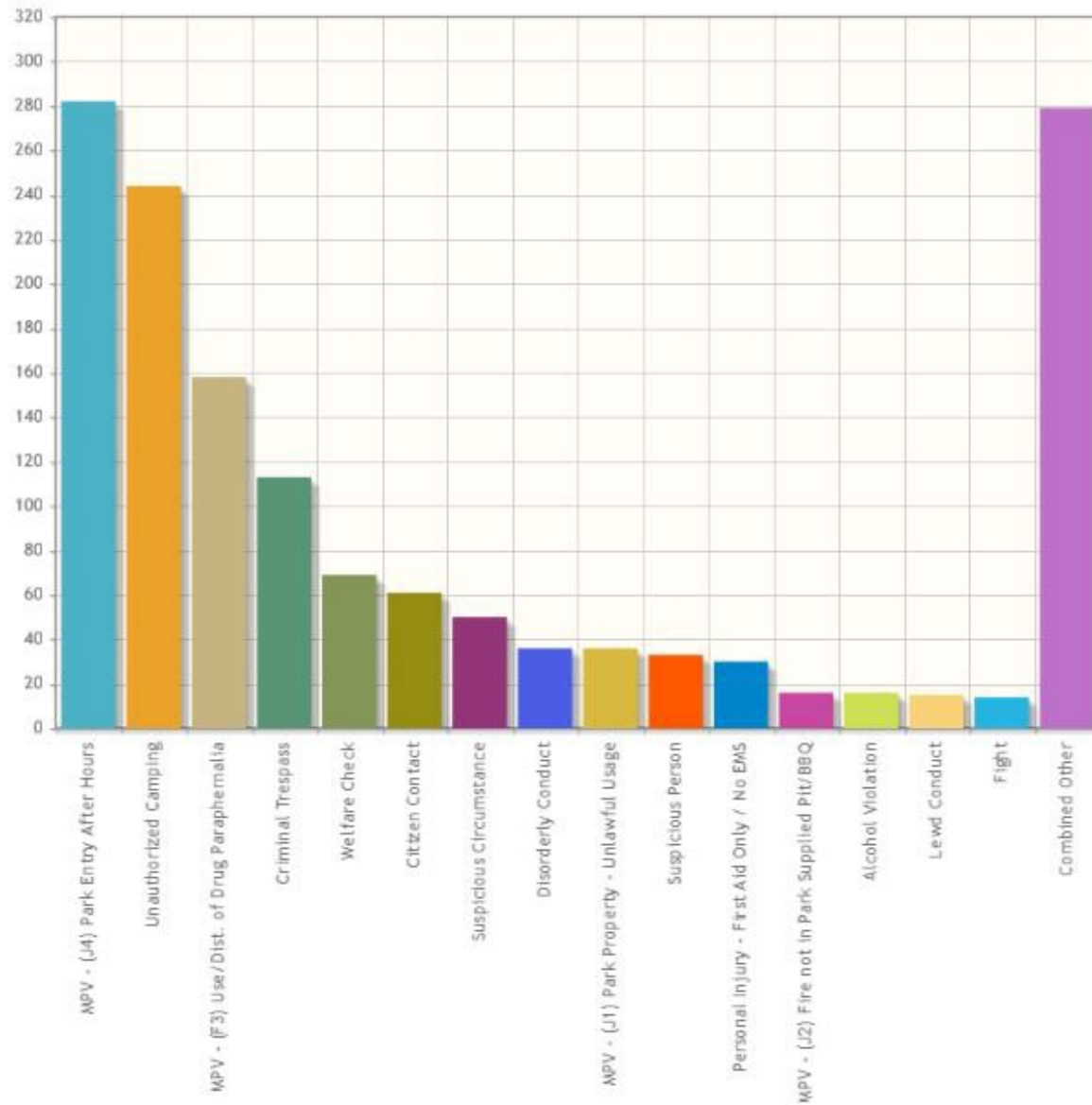


# 2024 Calls for service



## REPORT CRITERIA

When Occurred In Range 01/01/2025 06/10/2025



# 2025 Calls for service



# Limited Commission

## Since June 2024

- ▶ 3 commissioned Rangers
- ▶ 183 total arrests
- ▶ 201 total criminal charges
- ▶ Limited commission Rangers have designated call signs and log on with SPD dispatch.
- ▶ Work collaboratively with SPD officers.





# Vehicles

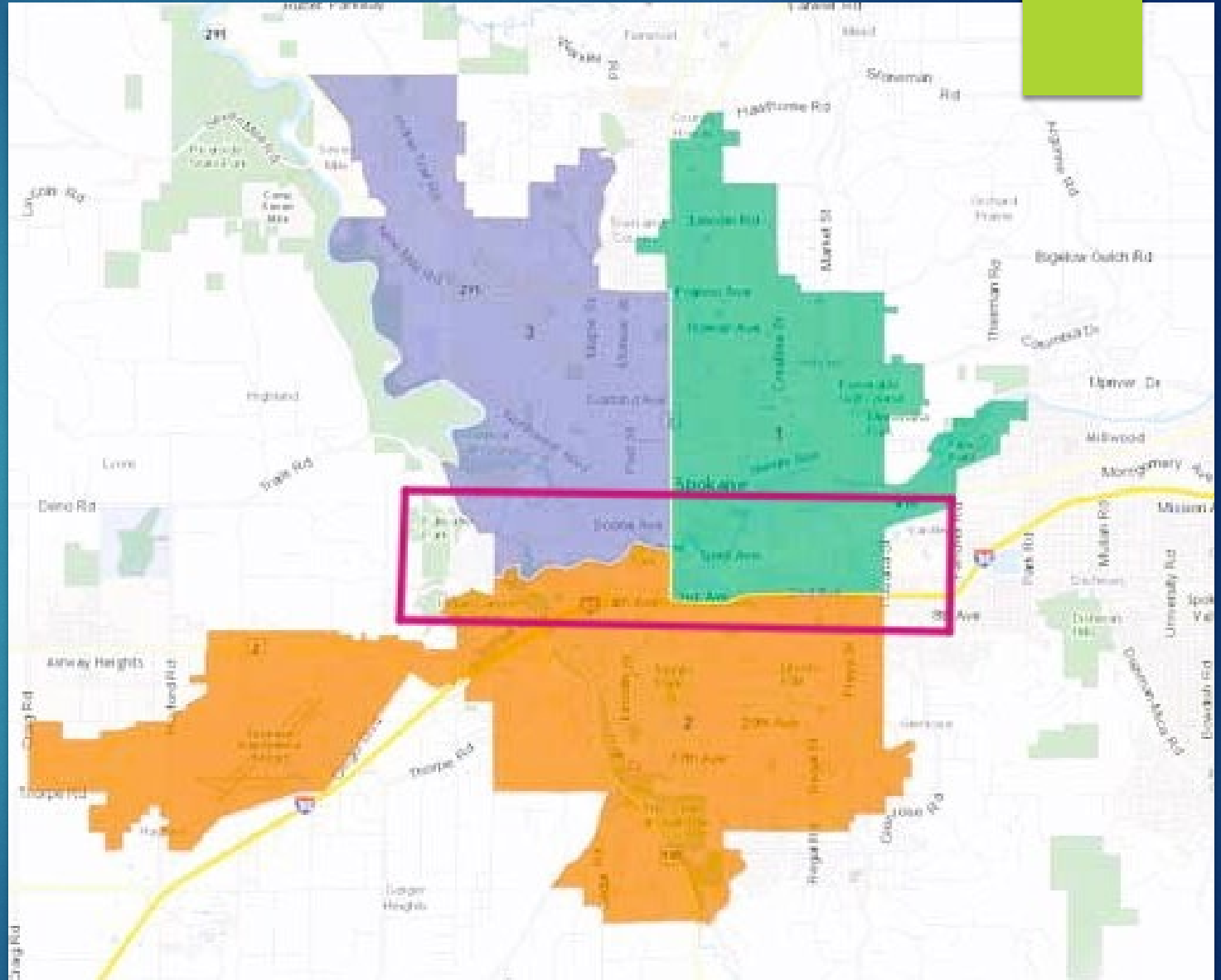
- ▶ Patrol Truck
- ▶ E-Bikes
- ▶ Bicycles
  
- ▶ Working on securing a side by side





# Future of the program

- ▶ Together Spokane and its impact
  - ▶ Increase in staffing
  - ▶ Develop a neighborhood Ranger program
  - ▶ Fleet of vehicles
  - ▶ Update equipment



From: [REDACTED]  
To: [Spokane Parks and Recreation](#)  
Subject: Oppose zipline  
Date: Saturday, June 7, 2025 7:46:36 PM

---

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I started rock climbing and caving back in high school. I continued rock climbing and added ice climbing living in Anchorage. I became airborne qualified in the Army and didn't continue it as civilian because it was too expensive and took up scuba diving and pursued it in Hawaii and Alaska.

I am National Ski Patrol alumnus and we had to evacuate people from a stuck ski lift. It was hard work but successful because we were accustomed to the environment and practiced for it.

People go back country skiing through ignorant of avalanche zones and snow cornice collapses and somehow get back home.

While in Anchorage a couple were gold panning in the Turnagain Arm at low tide - in the mud. The wife got stuck - the mud is like concrete - and drowned while a fireman holding on to her when the bore tide came in.

Back in college after the Army some girls tried a one-day parachute lesson and jump. We trained for a week in the Army before our first jump. The girls were given 4 hours instruction then jumped. One girl landed wrong and severely damaged her ankle and was told never try it again or risk a permanent disability.

While in Hawaii there are businesses who gave short

scuba lessons to let people scuba the it same day.  
There were several accidents and one person died.  
My scuba lessons were a week long in both a  
swimming pool and the ocean.

Tourists are basically idiots when confronted by a  
risky situation they have never encountered.

It's too dangerous for the city to let people who have  
no background in such risky pursuits because  
something will inevitably go wrong and they won't  
know what to do and the city will pay dearly. Let the  
private businesses take the risk and go out of business.

The best description of people doing something they  
don't have experience or training is a passage from the  
book "Mountaineering: The Freedom of the Hills"

"people go out and do whatever and come home,  
they go out again and do whatever and come home,  
then they go out again and do whatever and DON'T  
come home"

The saying that "**what doesn't kill you makes you  
stronger**" should be "**what doesn't kill you means  
you were lucky this time.**"

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Spokane, WA