



## Spokane Park Board

3:30 p.m. Thursday, December 11, 2025  
In-person in Council Chambers, City Hall, and  
Webex virtual meeting

### Park Board Members

- X Jennifer Ogden – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- Greta Gilman (*absent/excused*)
- X Sally Lodato
- X Bob Anderson
- X Barb Richey
- X Kevin Brownlee
- X Doug Kelley
- X Lindsey Shaw
- X Lee Williams
- [Vacant] – City Council liaison

### Parks Staff

- Jason Conley
- Al Vorderbrueggen
- Rich Lentz
- Nick Hamad
- Mark Poirier
- Jonathan Moog
- Jennifer Papich
- Heather Smith
- Sarah Deatrich

### Guests

### Additional City Staff

- Megan Kapaun

## MINUTES

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

1. **Roll Call:** Jennifer Ogden  
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) [November 13, 2025, regular Park Board meeting minutes](#)
  - 2) [Claims – November 2025](#)
  - 3) [2026 Recreation Centers contract for the combined amount of \\$598,631 \(no tax\) - Jennifer Papich](#)
  - 4) [Spokane Transit Authority / Meadowglen Park Transit Stop and Layover Project Order \(\\$630,270.00 revenue - including tax\) – Nick Hamad](#)
  - 5) [Applied Industrial Systems / Public Works Agreement Ice Ribbon Mechanical Equipment Repair \(\\$37,678.00\) - Jonathan Moog](#)
  - 6) [Applied Industrial Systems / Preventative Maintenance Agreement On-Call Ice Ribbon Mechanical Maintenance \(\\$44,000.00\) – Jonathan Moog](#)
  - 7) [Pacific Golf & Turf / Large John Deere mower purchase for sport complexes / \\$101,111.01 \(plus applicable tax\) - Carl Strong](#)
  - 8) [Turf Star Western / Large Toro mower purchase for North Side / \\$141,059.88 \(plus](#)

- [applicable tax](#)) - Carl Strong
- 9) [Steve Conner dba Riverlinks Golf Inc. / Downriver golf professional contract renewal/amendment / over \\$50,000](#) – Mark Poirier

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

Motion passed with unanimous consent (9-0)

5. **Special guests**

A. None

6. [Financial report and budget update](#) – Rich Lentz presented the November financial report and budget update.

- A. Park Fund: The November year-to-date operating expenditures for the Park Fund are approximately \$400,000 more than the two-year budget average. Year-to-date revenues are about \$1.4 million above the two-year budget average. Revenues are exceeding expenditures approximately \$1.5 million year-to-date.
- B. Golf Fund: The November year-to-date operating expenditures for the Golf Fund are about \$183,000 more than the two-year budget average. Year-to-date revenues are below the two-year budget average approximately \$710,000. Revenues are exceeding expenditures about \$1.4 million year-to-date.

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

A. Special discussion items: None

B. Special action items:

- 1) [Capital project Prioritization framework and 2026 Park capital projects](#) – Nick Hamad

Over a 20-year period, the levy will provide an average of \$12 million annually, specific to Parks, with about \$9.6 million projected for year one (2026). About 65% of the funding will go to capital projects, with the remaining to go to operational enhancements (staffing/Rangers), and fund balance. The funds are received in two yearly payments - one in May, and one in November.

For the last couple years, planning staff have been evaluating the physical condition of assets within every park. They have also been evaluating previous investments and equity, needs (what should we build), and opportunities for donations/partnerships/grants.

Nick share a list of planned projects that has three categories: construction projects, design projects, and minor project repairs (planned). 2026 will see approximately \$12 million investment, which is much higher than what Parks would normally project (approximately \$3 million). [The Healthy Parks, Healthy Neighborhoods Program Manual](#) will guide what projects will be done and the priority of the projects.

2026 Projects/Goals

- Widespread minor repair & improvements
- Prioritize highest rated community desires (Playgrounds-Restrooms-Sport Courts)
- Significant investments in each council district
- Leverage existing grants & partnerships
- Begin construction on the first 'major project'

## Next steps

- January – April 2026
  - Bid and contract work
  - Begin design for additional projects
  - Begin hiring recruitment
- May 2026
  - First funding arrives; begin implementation

Policy for Schools/Parks joint projects through Together Spokane will go through the School Board and the Park Board before they are implemented.

The public will be able to access information on the [Together Spokane](#) website. The website will also be used for outreach, updates, citizen feedback, and voting on potential projects.

**Motion No. 2:** Jennifer Ogden moved to approve the park capital prioritization framework and the 2026 planned park capital project list.

Sally Lodato seconded.

Motion passed with unanimous consent (9-0)

## 8. **Committee reports:**

**Riverfront Park Committee:** December 8, 2025 – Gerry Sperling

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

B. [November 2025 operations report](#) – Jonathan Moog

Highlights Included:

- Free carousel rides for veterans on November 11
- Story time at the carousel featured Park Ranger Stout reading *The Lorax*
- Parks' Attractions and Retail Manager and Assistant Manager attended the International Amusement, Aquarium, and Parks Association conference and trade show in Orlando, FL.
- Numerica Skate Ribbon opened November 22. Unfortunately, the warmer temperatures and wind have created unusable skating conditions, and the Ribbon is temporarily closed while the team removes and rebuilds the ice.
- Numerica Tree Lighting Ceremony November 29
- Announcement of the first concert of 2026 – The Dead South
- An overview of upcoming December events

C. The next scheduled meeting is 4:30 p.m. January 5, 2026, Pavilion conference room, Riverfront Park, and virtually via Webex.

**Urban Forestry Tree Committee:** December 2, 2025 – Kevin Brownlee

A. Action items: None

Katie Kosanke gave the yearly overview, informing the committee that 3,000+ trees were planted throughout the year, and volunteers tallied 898 hours. This was a \$3 million investment.

B. The next scheduled meeting is 4:15 p.m. December 30, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

**Land Committee:** December 3, 2025 – Greta Gilman

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

The action item on the consent agenda was for the STA/Meadowglen Park transit stop layover, which will provide \$630,000 in revenue to move the stop a short distance north. This will be managed by Parks as they work on Meadowglen Park.

The American Indian Community Center (AICC) lease agreement at High Bridge Park was discussed. The leased area is 2.25 acres of property near High Bridge and they are working on a project for building a 22,000 square foot facility. Parks will be provided with approximately \$896,000 in amenities for public use. The term of the contract will be 50 years.

Land Committee continues to receive Alternative Use requests.

B. The December 31 Land Committee meeting is CANCELLED. The next scheduled meeting is 3:30 p.m. February 4, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Recreation Committee:** December 3, 2025 – Sally Lodato

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

The committee approved the 2026 recreation centers contract for \$598,631. This funding supports recreation programming at the community centers and provides Parks access to the facilities when not in primary use. 49,000 volunteer hours were tallied from January through October, which is valued at \$816,523. 138,391 participants were welcomed.

Adam Martin and Craig Numata from Spokane Pickleball Club presented an annual report highlighting tournaments at Mission and Comstock Parks and the purchase of several new heavy-duty semi-permanent nets for Comstock and Mission Parks. Winter play is now available weekly at the Press Pickleball Club. 2026 goals are to continue collaboration with Parks and expand youth programming.

The Committee discussed a revised funding process for 2027/2028. The community center contracts and funding model have not changed since 2013.

B. The December 31 Recreation Committee is CANCELLED. The next scheduled meeting is 2:15 p.m. February 4, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Golf Committee:** December 9, 2025 – Barb Richey

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

1) [Golf fee increases for 2026](#) – Mark Poirier

Apart from the pre-book 18-hole fee with a rate increase of \$24, Golf is recommending a rate increase of \$5 across the board. This will result in a \$842,780 revenue increase. The pass rates will also increase based on a two-year average for a projected revenue increase of \$152,204. Total golf fund increase will be \$994,984. This additional funding is needed to balance the budget due to increasing operational costs and are in line with non-city run golf courses in the area. There will be an opportunity to evaluate halfway through the year if bookings are down.

**Motion No. 3:** Barb Richey moved to increase the golf fees for 2026 on passes and rates. Gerry Sperling seconded.



Motion passed with unanimous consent (9-0)

- 2) [Doug Phares dba T & T Golf Management / Indian Canyon Golf Professional contract / over \\$50,000](#)– Mark Poirier

Historically, each golf pro enters a 5-year contract with a 5-year renewal clause. After 10 years, a request for proposals (RFP) must go out to the public. The current golf pro has the option to recompetete but is not guaranteed another contract. On July 21<sup>st</sup>, the RFP was posted and reached approximately 3,000 possible candidates. Doug Phares, the incumbent pro at Indian Canyon, submitted a business proposal along with one other candidate. After a period of evaluations and interviews, a notice of intent to award was delivered to Doug.

Doug has 32 years' experience as a Head Professional, familiar with both private and public operations. Since 2015, Indian Canyon rounds have increased nearly 70%. Both the men's and women's clubs have seen significant increases since 2015. He is directly responsible for over 40 employees each season. As a golf pro, Doug is also responsible for the pro shop, driving range, cart and fleet management, winter simulators, lessons, taxes, licenses and insurance, etc. The golf pro's compensation package is variable, based on percentages of certain fees and rentals. Previous contracts included a bonus structure, which will be removed from this and future golf pro contracts.

**Motion No. 4:** Barb Richey moved to approve a five-year contract with an optional five-year extension between the City of Spokane and golf professional Dough Phares dba T&T Golf Management, Inc.

Doug Kelley seconded.

Motion passed with unanimous consent (9-0)

- B. The next scheduled meeting is 8:00 a.m. January 6, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

**Finance Committee:** December 9, 2025 – Bob Anderson

A. Action items:

- 1) [Parks 2025 Year-End Budget Adjustment](#) - Rich Lentz

City Administration had requested that Parks take a 5% reduction in their General Fund transfer for 2025. The desire of the Park Board was to first use available Fund Balance to offset the reduction. If further cuts were required, the Park Board drafted a resolution prioritizing where expenses would be cut. Park Board leadership and staff have expressed a strong desire to City Administration that any reduction should be linked to an offsetting service provided in exchange to Parks.

The Code Enforcement team has been providing Code Enforcement, Litter Control and Nuisance Abatement work (now called the Homeless Outreach Team – HOT) in City Parks for the past 6 years. To date, the City has absorbed this cost and has not passed that expense to Parks while the HOT team was tracking what percentage of work was done within a City Park. The HOT team now has enough data to show that approximately 15% of this Code Enforcement work is conducted in a City Park. Based on 15% of their total budget and/or expenses, the 2026 allocation to Parks would be \$730,000, and the 2025 expense would be around \$800,000 (FTE reduction in 2026, thus the lower amount).

No levy funds will be used to accommodate this reduction or replenish any fund balance. Levy funds are maintained in a separate fund and are to be used for designated purposes as stated

in the [Healthy Parks, Healthy Neighborhoods Program Manual](#).

Parks leadership is working on a recommendation to transition this work to Parks staff by 2027, and City administration has agreed to work with Parks on the \$730,000 allocation for 2026 in the interim.

Staff recommends that the Park Board accept the revenue reduction from the General Fund in December with that cost being absorbed through fund balance and the offsetting value add to Parks being the work completed via the Code Enforcement team (HOT) in Parks through code enforcement, litter control and abatement.

Sally Lodato expressed concern that Parks seems to be giving back the funding that was returned to them after the budget was cut in the beginning of 2025. Bob stated that it is basically an invoice for work performed. Rich also explained that this originated from a state auditor's finding. A general fund cannot benefit from another general fund, so this work having been received from another general fund department must be compensated. Sally also expressed concern that Parks was unaware of this expense. Garrett explained that Parks paid for the service in the past; however, when the HOT team was created, they took on that work. Now, because of the auditor's finding, we must compensate them. Jennifer added that the work the HOT team does has been a benefit to Parks.

**Motion No. 5:** Bob Anderson moved to approve the proposal to accept a one-time 5% reduction in the 2025 general fund transfer amount based on the litter control and abatement work done within parks with the understanding that the Parks Department, by 2027 at the latest, intends to take ownership of the cleanup, litter control, and abatement portion of the work that is currently managed by the code enforcement department, thus eliminating this interfund expense.

Jennifer Ogden seconded.

Sally Lodato questioned what will happen in 2026 since Parks isn't taking over until 2027. Bob explained that it is a variable. Once we have Rangers and staff are hired to take over this responsibility, Parks will no longer be responsible to pay Code Enforcement. 2026 payment amount will be dependent on when that happens.

Motion passed with unanimous consent (9-0)

## 2) [2026 Parks Budget Amendment Proposal](#) - Rich Lentz

In October, the Park Board passed a deficit budget of \$571,316. Since that time, Parks finance has been able to reduce interfund costs to shrink this deficit from \$571,316 to \$472,913. This proposal is to reduce the amount of capital funding from the Parks Fund by \$450,000 to balance the budget. This would reduce capital funding from the Parks fund from \$750,000 to \$300,000. In 2026 and beyond, the Parks levy will be the primary funding source for capital, alongside contributions from grants, private donors and a reduced amount of funding from the Parks operational fund. By leaving \$300,000 in funding in 2026 from the Parks fund, this will allow funding for emergency repairs and some minor capital improvements in the first half of 2026 until the first installment of levy funding comes in.

**Motion No. 6:** Bob Anderson moved to approve the 2026 Parks amended budget proposal as presented.

Barb Richey seconded.

Motion passed with unanimous consent (9-0)

Bob reported that November 2025 corrected the pay period imbalance from 2024 which provided a more accurate analysis of salary cost expense between the years, and projected budget adherence. Salary expenses are Parks' largest controllable expense, comprising 61% of the annual operating expense budget. Through November the Parks team has done an excellent job of managing salary expenses and is trending to meet budget forecast.

Parks fund 1400 year-to-date program generated revenue exceeded last year by over \$1.1 million. Combined with effective expense control, the additional revenue has provided necessary reserves to offset the additional 2025 expenditure from the HOT team.

B. The next scheduled meeting is 3:00 p.m. January 6, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

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

A. Action items: None

B. The next scheduled meeting is 12:00 p.m. January 7, 2026, Finch Arboretum Woodland Center, and virtually via Webex.

## 9. **Reports**

A. President: Jennifer Ogden

Jennifer wished everyone a Merry Christmas.

B. Liaisons

1) Conservation Futures – Doug Kelley

a. The Fancher project is still on hold. DNR has a \$500,000 delta from where the County and Conservation futures felt the property was worth. DNR says the property will be sold, so the Land Evaluation Committee may need to meet to try to determine if the extra \$500,000 is justified.

b. There has been an agreement on the details and appraisal of a quarter-acre easement that is necessary to make the Trolley Trail complete. This is moving forward, and the trail will be fully functional.

2) Parks Foundation – Barb Richey

a. The Foundation is hiring a part-time assistant.

3) City Council – [Vacant] – No update

C. Director: Garrett Jones

A few months ago, the Park Board approved a resolution for the downtown tree planting pilot program. Garrett reported that there have been noticeable changes with 27 dead trees having been replaced downtown.

Riverfront Park hosted an all-City staff holiday party, and it went exceptionally well. Garrett gave Kudos to the RFP team.

## 10. **Executive session**

A. None

11. **Correspondence:**
  - A. Letters/email: None
12. **Adjournment:** The meeting was adjourned at 5:13 p.m.
13. **Meeting dates**
  - A. Committee meetings:
    - Urban Forestry Tree Committee: 4:15 p.m. December 30, 2025, Finch Arboretum Woodland Center, and virtually via Webex.
    - Land Committee: 3:30 p.m. **February 4**, 2026, Finch Arboretum Woodland Center, and virtually via Webex.
    - Recreation Committee: 2:15 p.m. **February 4**, 2026, Finch Arboretum Woodland Center, and virtually via Webex.
    - Riverfront Park Committee: 4:30 p.m. January 5, 2026, Pavilion conference room, Riverfront Park, and virtually via Webex
    - Golf Committee: 8:00 a.m. January 6, 2026, Finch Arboretum Woodland Center, and virtually via Webex.
    - Finance Committee: 3:00 p.m. January 6, 2026, Finch Arboretum Woodland Center, and virtually via Webex.
    - Development & Volunteer Committee: 12:00 p.m. January 7, 2026, Finch Arboretum Woodland Center, and virtually via Webex.
  - B. Park Board: 3:30 p.m. January 8, 2026, 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  
NOVEMBER 2025 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - DECEMBER 11, 2025***

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,017,119.89
MAINTENANCE & OPERATIONS	\$	353,786.56
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	109,607.41

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
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**GOLF:**

SALARIES & WAGES	\$	152,219.82
MAINTENANCE & OPERATIONS	\$	157,427.51
CAPITAL OUTLAY	\$	2,625.00
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b><u>1,792,786.19</u></b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Recreation Committee <b>Committee meeting date:</b>												
<b>Requester</b>	Jennifer Papich <b>Phone number:</b> 509-363-5420												
<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)	Goal G Objective 2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier										
<b>Item title:</b> (Use exact language noted on the agenda)	2026 Recreation Centers Contract Renewal for the combined amount of \$598,631 ~ Jennifer Papich												
<b>Begin/end dates</b>	Begins: 01/01/2026	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525										
<b>Background/history:</b> Corbin Senior Center, MLK Jr. Center at ECCC, West Central CC, Project Joy, MidCity Concerns, Southside CC, Northeast Youth Center, Sinto Senior Center and the Hillyard Senior Center provide recreational services and opportunities to the community in partnership with SPRD. Parks provides partial funding to these Centers to help pay for their recreational programming costs. The combine amount of \$598,631 is accounted for in the approved 2026 Recreation Budget. Centers are required to provide monthly recreation program reports and monthly related operational expenses when submitting their invoices. The Spokane Youth and Senior Center Association also presents a report quarterly to Park Board.  <table border="0"> <tr> <td>\$31,350.....Corbin Senior Center</td> <td>\$30,970.....Project Joy</td> </tr> <tr> <td>\$80,000.....Hillyard Senior Center</td> <td>\$77,210.....Sinto Senior Center</td> </tr> <tr> <td>\$18,525.....Mid-City Concerns</td> <td>\$106,563...Southside Community Center</td> </tr> <tr> <td>\$41,800.....MLK Center</td> <td>\$72,675.....West Central Community Center</td> </tr> <tr> <td>\$139,538...Northeast Youth Center</td> <td></td> </tr> </table>				\$31,350.....Corbin Senior Center	\$30,970.....Project Joy	\$80,000.....Hillyard Senior Center	\$77,210.....Sinto Senior Center	\$18,525.....Mid-City Concerns	\$106,563...Southside Community Center	\$41,800.....MLK Center	\$72,675.....West Central Community Center	\$139,538...Northeast Youth Center	
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\$139,538...Northeast Youth Center													
<b>Motion wording:</b> Approval of the 2026 Recreation Centers Contract Renewal for the combined amount of \$598,631.													
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Signatures from each Center Executive Director Name: _____ Email address: _____ Phone: _____													
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name: _____													
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$598,631      Budget code: 1400-54180-76902-54201													
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <table border="0"> <tr> <td><input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)</td> <td><input type="checkbox"/> W-9 (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane</td> <td><input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)</td> </tr> <tr> <td><input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____</td> <td><input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)</td> </tr> </table>				<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	<input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				
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<input checked="" type="checkbox"/> UBI: _____ Business license expiration date: _____	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)												



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> Dec. 3, 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 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 #)	OPR 2019-0048		
<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> (pg. 171-175)	First
<b>Item title:</b> (Use exact language noted on the agenda)	Spokane Transit Authority / Meadowglen Park Transit Stop and Layover Project Order (\$630,270.00 revenue - including tax)		
<b>Begin/end dates</b>	Begins: 12/11/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b> <p>In preparation for the development of Meadowglen Park in 2026, park staff has been coordinating with STA to plan and design the relocation of the existing bus stop and associated facilities located at the northwest corner of the park property. The current bus stop (stop # 84) and support facilities (restroom and off-street parking) must be removed and relocated to accommodate park improvements. STA &amp; Parks prefer a new bus turnaround, bus stop, and STA comfort station be installed adjacent to the Meadowglen Park main entry concurrent with the park development to better serve the community.</p> <p>This agreement outlines the roles and responsibilities for STA &amp; Spokane Parks as a part of this planned work. STA has committed to fully funding all work associated with removal of the existing STA facilities and construction of the next STA improvements on park land. This agreement is limited to the proposed development work, and a separate agreement is being prepared to amend the existing use agreement between STA and Parks.</p>			
<b>Motion wording:</b> <p>Motion to approve the Spokane Transit Authority Meadowglen Park Transit Stop and Layover Project Order in the amount of \$630,270.00 revenue - including tax</p>			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Transit Authority Name: Karl Otterstrom    Email address: TBD    Phone: TBD			
<b>Distribution:</b> Parks – Accounting    epoole@spokanetransit.com Parks – Sarah Deatrich    nhanson@spokanetransit.com Requester: Nick Hamad    bellison@spokanecity.org Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$630,270.00 (includes tax)    Budget code: 1950-54920-94760-56301-48025			
<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: N/A    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 checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

# SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS PROJECT ORDER 10267-0024

## Meadowglen Park Transit Stop and Comfort Station

This Project Order 10267-0024 (“Project Order”) is made and entered into by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the Parties executed the Spokane Transit Authority Infrastructure Improvements Master Design & Construction Agreement (the “Master Agreement”) on February 14, 2019, under which the Parties have agreed to complete certain Cooperative Projects within the City that support or improve transit service; and

WHEREAS, the Master Agreement permits, and the Parties desire to complete the Cooperative Project described herein, subject to the terms of this Project Order and the Master Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Master Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

The following capitalized terms shall be interpreted as followed when used in this Project Order:

Term	Definition
Budget	Total estimated expenses to complete the Work, attached hereto as Exhibit PO-B, Cost.
Change Order	A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order.
Managing Party	City of Spokane
Project	Meadowglen Park Transit Stop and Layover
Funding Party	Spokane Transit Authority
Work	All work necessary to complete the Cooperative Project identified in this Project Order, as defined in Exhibit PO-A, Plans, attached hereto and incorporated herein.

All capitalized terms not specified in this section or elsewhere in this Project Order, shall have the same definition and meaning as specified in the Master Agreement.

## 2. SCOPE OF WORK

The Managing Party agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of Work to complete the Project.

## 3. BUDGET

The Budget for the Project is estimated at \$630,270 (six hundred thirty thousand, two hundred seventy dollars). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 7 of the Master Agreement.

## 4. COMPENSATION

The Funding Party shall reimburse the Managing Party in an amount not to exceed \$630,270 (six hundred thirty thousand, two hundred seventy dollars) in accordance with Sections 8 and 9 of the Master Agreement.

## 5. SCHEDULE

The Project construction is anticipated to begin in August 2026 and is expected to be completed by December 2026. A schedule of key dates and milestones for the Project is attached hereto and incorporated herein as Exhibit PO-C.

## 6. PROJECT CONTACTS

City of Spokane	Spokane Transit Authority
Nicholas Hamad, PLA Planning and Development Manager 808 W Spokane Falls Blvd Spokane, WA 99201 E: <a href="mailto:nhamad@spokanecity.org">nhamad@spokanecity.org</a> P: (509) 363-5452	Emily S. Poole Interim Chief Planning & Development Officer 1230 W Boone Ave Spokane, WA 99201 E: <a href="mailto:epoole@spokanetransit.com">epoole@spokanetransit.com</a> P: (509) 325-6060

## 7. PROJECT CONSTRUCTION CONTACTS

City of Spokane	Spokane Transit Authority
Berry Ellison Project Manager 808 W Spokane Falls Blvd Spokane, WA 99201 E: <a href="mailto:bellison@spokanecity.org">bellison@spokanecity.org</a> P: (509) 625-6276	Nick Hanson Capital Projects Manager 701 W Riverside Ave Spokane, WA 99201 E: <a href="mailto:nhanson@spokanetransit.com">nhanson@spokanetransit.com</a> P: (509) 344-1867

8. INCORPORATION OF MASTER AGREEMENT

The Master Agreement between the Parties dated February 14, 2019, is incorporated herein by reference as if fully set forth and shall be binding on the Parties with respect to the work hereof.

9. INCORPORATION OF FTA TERMS & CONDITIONS

This Project Order is not subject to FTA funding or FTA Terms & Conditions.

10. CONFLICT OF TERMS

In the event a conflict occurs between the terms & conditions of this Project Order and the Master Agreement, the terms of this Project Order shall prevail. Notwithstanding the foregoing, if this Project Order is subject to FTA assistance, FTA terms & conditions required hereunder shall supersede the terms & conditions of this Project Order and the Master Agreement, in that order.

[signatures on the following page]

## 11. SIGNATURES

The Parties affirm the individuals signing this Project Order have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Project Order and the Master Agreement.

### **City of Spokane**

### **Spokane Transit Authority**

\_\_\_\_\_  
By: Garrett Jones  
Title: Director – Parks and Recreation

\_\_\_\_\_  
By: Karl Otterstrom  
Title: Chief Executive Officer

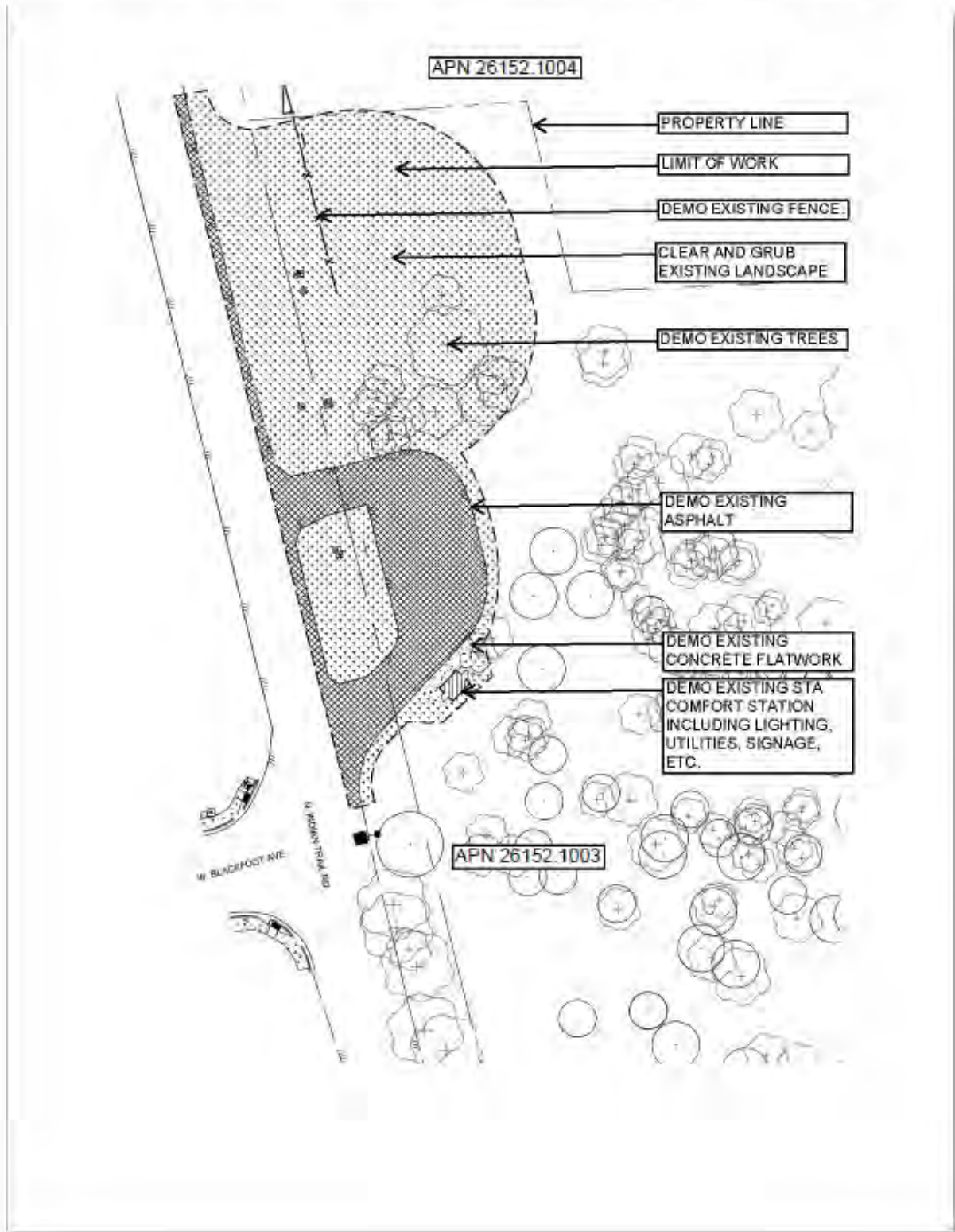
Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Kevin Picanco  
Title: Interim Director - Integrated Capital  
Management

Date: \_\_\_\_\_

## EXISTING STA IMPROVEMENTS TO BE REMOVED







# Project Order # 10267-0024 – Budget

“Meadowglen Park Transit Stop and Comfort Station”

This project is funded by STA CIP # 896 – Indian Trail Layover Improvement Project OPF-2023-896

## Construction

Estimated Site Work	\$	184,304
Estimated Building Work	\$	213,750
<b>Subtotal Estimated Const. Cost</b>	<b>\$</b>	<b>398,054</b>

## Fees & Contingency

Bonds & Insurance (1.5%)	\$	5,971
B&O Tax (0.5%)	\$	1,990
Overhead & Profit (7%)	\$	27,864
Contingency to 100% Design (10%)	\$	39,805
Cost Index to Q2 2026 (2.34%)	\$	9,314
Construction Contingency (15%)	\$	59,708
<b>Subtotal Fees &amp; Contingency</b>	<b>\$</b>	<b>144,653</b>

**Subtotal Estimated Bid Amount**      **\$**      **542,707**

Sales Tax (9.1%)      \$      49,386

**Total Estimated Const. Cost**      **\$**      **592,093**

## Design Costs

Design Fees	\$	23,835
Plan Review & Permit Fees	\$	2,500
Engineer CA/CM Fees (2%)	\$	11,842
<b>Subtotal Design Fees</b>	<b>\$</b>	<b>38,177</b>

**Total Estimated Project Order Cost**      **\$**      **630,270**

## Project Order # 10267-0024 – Milestone Schedule

“Meadowglen Park Transit Stop and Comfort Station”

Based on the “Meadowglen Park – Program Schedule” dated October 6, 2025, as provided by Parks.

Planning / Design Commenced:	October 2025
Contract Advertisement:	January 2026
Bid Opening:	February 2026
Contract Awarded:	March 2026
Construction Notice to Proceed:	July 2026
Construction Substantially Complete:	December 2026

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		<b>Committee meeting date:</b> Dec 8, 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 #)			
<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)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Applied Industrial Systems / Public Works Agreement Ice Ribbon Mechanical Equipment Repair (\$37,678.00)		
<b>Begin/end dates</b>	Begins: 10/01/2025	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Applied Industrial Systems was selected through an RFQ process (#6444-25) to provide on-call mechanical maintenance at the Numerica Skate Ribbon ice mechanical plant. Contractor was the sole bidder. Alternate 2 on this RFQ was is to rebuild compressor #2 which had failed due to excessive vibration. Work includes replacement of main and bearings and recharging system with ammonia. City recommends accepting contractor for alternate #2.			
<b>Motion wording:</b> Approve the Contract with Applied Industrial Systems for Equipment Repair			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Applied Industrial Systems Name: Keith Envolsen    Email address: keith@appliedindsystems.com    Phone: 509-710-0500			
<b>Distribution:</b> Parks – Accounting    mprince@spokanecity.org Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$37,678.00    Budget code: 1400-54312-76810-54201			
<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: 605224344    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**

**PUBLIC WORKS AGREEMENT**  
**10% Retainage Option – NO BONDS**

**Title: ICE RIBBON MECHANICAL**  
**EQUIPMENT REPAIR**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION**, as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL SYSTEMS, LLC**, whose address is 4784 W. Casberg Burroughs Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to repair reciprocating compressors (Serial Number 4110582), including placement of main and rod bearings and recharge ammonia into machinery; and

WHEREAS, the Contractor was selected from RFQ 6444-25, including Alternate Number 2, and Contractor's Bid Response, dated September 20, 2025.

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on October 1, 2025, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in RFQ 6444-25, including Alternate Number 2, and Contractor's Bid Response, dated September 20, 2025, which is attached as Attachment C and made part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **THIRTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$37,678.00)**, and applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days following final acceptance or receipt of required releases, whichever is later.

The Contractor shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. RETAINAGE IN LIEU OF BOND.**

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

#### **6. PUBLIC WORKS.**

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the



prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

**B. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

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

**7. TAXES, FEES AND LICENSES.**

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

**8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

**9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

**10. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless

the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **11. INSURANCE.**

During the period of the Agreement, the Company 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:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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.

## **12. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

## **13. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement

prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

**14. ASSIGNMENT AND SUBCONTRACTING.**

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

**15. TERMINATION.**

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

**16. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

**17. ANTI KICK-BACK.**

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

**18. CONSTRUAL.**

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

**19. 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.

**20. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

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

## 21. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**APPLIED INDUSTRIAL SYSTEMS, LLC**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's UBI Number

Attest:

Approved as to form:

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

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

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

Attachment A – Certification Regarding Debarment

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – RFQ 6444-25, including Alternate Number 2, and Contractor's Bid Response, dated September 20, 2025

M25-278



## 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)



## Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), 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.

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:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

## ATTACHMENT C

## Bid Response Summary

**Bid Number** RFQ 6444-25  
**Bid Title** Scheduled and On Call Ice Ribbon Maintenance  
**Due Date** Monday, September 22, 2025 8:53:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Applied Industrial Systems  
**Submitted By** keith@appliedindsystems.com keith@appliedindsystems.com - Saturday, September 20, 2025 12:07:03 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 keith@appliedindsystems.com 5097100500  
**Comments**

### Question Responses

Group	Reference Number	Question	Response
Pre-Bid Walkthrough			
	1.	There will be an optional pre-bid walkthrough of the Ice Ribbon on September 15th, 2025, 9:00 am at Numerica Skate Ribbon - Riverfront Spokane	Yes
TERMS & CONDITIONS			
	1.	I have read, understand and agree to the Terms & Conditions listed in the document in the Documents Tab titled "RFQ #6444-25 Terms & Conditions 9.8.25".	Yes
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for Scheduled and On Call Ice Rink Maintenance services for the City of Spokane Parks & Recreation Department.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Contractor must have a minimum of three (3) Ammonia Refrigeration Technicians on staff during the duration of the contract that is awarded from this PW ITB. Each technician must have extensive experience with ICE RINK type of work and Ammonia Refrigeration.	I acknowledge and agree
	QUALIFICATION	Upload Resume's for the Ammonia Refrigeration Technicians you have on staff and that will be working on this contract.	EmployeeResumes_RiverfrontParkMA.pdf
	QUALIFICATION	Contractor must demonstrate experience in correlating Ammonia Refrigeration with maintenance of Ice surface and slab temperatures.	I acknowledge and agree
	QUALIFICATION	Contractor must furnish (upload here) a minimum of three (3) references to include name, telephone number and email address of customer contact from other clients and any Ice Rink type clients for reference in Eastern Washington/Idaho region.	RiverfrontPark_PastPerformanceList2025.pdf
	QUALIFICATION	Contractor must have a 24/7/365 answering service and call out procedure. Provide telephone number and process here.	Callout sequence is straightforward and easy to use. Contact phone is (877) 247-9048 and select option for Emergency Service. This will automatically link to the 24/7/365 oncall technician which will field the call. If for any reason this is not working, a direct call or text to (509) 710-0500 will generate a response. A list of all A.I.S. service technicians with direct contact phone numbers will be posted in the mechanical room for anyone to contact 24/7/365 as well.
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder for a base three (3) years. 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. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .	I acknowledge and 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 and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and 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 agree
INVOICING	Invoices must be submitted to Parks & Recreation within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be mailed to Parks & Recreation, 5th Floor City Hall, 808 West Spokane Falls Blvd., Spokane WA, 99201	I acknowledge and agree
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:	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	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;	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	B. Have a current Washington Unified Business Identifier (UBI) number;	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	C. 1) If applicable: -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.	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	D. Before award, the bidder under consideration for award 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.).	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	E. 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.	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	F. 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	Yes

<p>BIDDER RESPONSIBILITY CRITERIA (MANDATORY)</p>	<p>G. 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.</p>	<p>Yes</p>
<p>BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)</p>	<p>A bidder will be deemed not responsible if</p>	<p>Yes</p>
<p>BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)</p>	<p>A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or</p>	<p>Yes</p>

BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)	<p>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.</p>	Yes
PAYMENT	<p>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.</p>	I acknowledge and agree
REJECTION OF BIDS	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process 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.</p>	I acknowledge and agree
CONTRACTOR REGISTRATION	<p>The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.</p>	I acknowledge and agree

COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Most tasks require two technicians on the job (primarily for safety in the presence of ammonia) during oil changes, oil filter changes, etc. Weekly log readings and operational checks are one technician required for these tasks.
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Keith Envolsen (509) 710-0500 direct phone number keith@appliedindsystems.com
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	N/A
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes
1.	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 agree



2.	<p>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>.          Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)          Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and agree
C.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" 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).</p>	I acknowledge and agree
D.	Filing Fees	Yes
1.	<p>The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L &amp; I.</p>	I acknowledge and agree
E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	<p>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</p>	Yes
EXCEPTIONS	<p>If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.</p>	N/A
GENERAL CONDITIONS		

#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	N/A
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	The Contractor acknowledges that he has read and understands the document entitled "ITB #6444-25 Scope of Work" in the Documents tab.	I acknowledge and agree
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge and agree
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Bid Section below for the actual repair performed.	I acknowledge and agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	7-10 business days depending on parts availability at time of order.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Pricing	Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.	I acknowledge and agree
Non-Emergency Calls	Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 7 calls per year that could result in an estimated annual total of 14 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
Emergency Calls	Emergency calls, contractor shall be onsite within 1 hour of notification. On average it is estimated that there is 3 Emergency calls per year that could result in an estimated annual total of 6 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
BID		
Bid Offer	We are using 10 - 2 hour calls for evaluating purposes – 70% are non-emergency calls and 30% emergency calls.	I acknowledge and agree
Straight Time Rate	Hourly Rate -	242.00
Overtime Rate	Hourly Rate -	363.00
Holiday Rate	Hourly Rate -	484.00

Emergency Work Rate/After Straight Rate	Hourly Rate -	363.00
Material Cost	Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane. Cost plus _____ percent	25
Material Cost	(Percent Markup 1.00 + 0.00%) x \$55,000.00 =	\$55,000.00 x 1.25 = \$68,750.00
Material Cost	(Example 1 + .15% markup x \$55,000.00 = \$63,250) \$55,000 is only an estimate being used for evaluation purposes	Yes
Alternate #1	Devise a daily inspection preventative maintenance checklist for Park Maintenance employees to ensure all necessary system verifications are completed, which focuses on checking gauges, cleanliness and safety of the plant. Train Maintenance employees on how to use and perform the inspection.	Estimated to be approx. \$4,000.00
Alternate #2	A vibration was found in the second reciprocating compressors (Serial # 4110582) during a vibration analysis. It is suspect the main and rod bearings to be the cause. Replace main and rod bearings in the unit and recharge ammonia into machinery.	Estimated to be approx \$45,000.00
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	QTY ONE (1)
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	APPLIIS776LZ
#2	Provide Contractor's U.B.I. Number	605-224-344
#3	Provide Contractor's Washington Employment Security Department Number	000-801664-00-3
#4	Provide Contractor's Washington Excise Tax Registration Number	605-224-344
#5	Provide Contractor's City of Spokane Business Registration Number	605-224-344
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.	I acknowledge



4784 Casberg-Burroughs Road  
Deer Park, WA 99006  
(877) 247-9048 main  
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<b>Job Title:</b>	Chiller Technician	<b>Name:</b>	Jack Envolsen
<b>Department/Group:</b>	Service	<b>Years of Experience:</b>	7 Years
<b>HR Contact Information:</b>			
<b>E-MAIL/PHONE:</b> (877) 247-9048 or <a href="mailto:hannah@appliedindsystems.com">hannah@appliedindsystems.com</a> Subject Line: <b>Attention:</b> HR Department		<b>MAIL:</b> Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
<b>WORK EXPERIENCE</b> Jack Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"><li>• Maintain, troubleshoot and repair various chilled water and control systems:<ul style="list-style-type: none"><li>- Preventative maintenance inspections</li><li>- Chiller overhauls including centrifugal, screw, recip, and scroll chillers</li><li>- Heat Exchanger Tube Replacement on Ammonia Evaporators</li><li>- Brine, Chilled Water, and Condenser Water Pump Impeller and Shaft Seal Replacement.</li><li>- Laser Shaft Alignment of various motors to compressors and pumps.</li><li>- Experience with remote call out and monitoring services.</li></ul></li></ul>			
<b>QUALIFICATIONS AND EDUCATION</b> <ul style="list-style-type: none"><li>• UA Plumbers and Pipefitters MES Program</li><li>• EPA Certification</li><li>• 5 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, oil free centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li><li>• 2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, oil free centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li></ul>			
<b>Reviewed By:</b>	Hannah Carnahan	<b>Date:</b>	September 17, 2024
<b>Last Updated By:</b>	Hannah Carnahan	<b>Date/Time:</b>	September 17, 2025



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<b>Job Title:</b>	Chiller Technician	<b>Name:</b>	Russ Johnson
<b>Department/Group:</b>	Service	<b>Years of Experience:</b>	34 Years
<b>HR Contact Information:</b>			
<b>E-MAIL/PHONE:</b> (877) 247-9048 or <a href="mailto:hannah@appliedindsystems.com">hannah@appliedindsystems.com</a> Subject Line: <b>Attention:</b> HR Department		<b>MAIL:</b> Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
<b>WORK EXPERIENCE</b>			
Russ Johnson has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> <li>Maintain, troubleshoot and repair various chilled water and control systems:             <ul style="list-style-type: none"> <li>Preventative maintenance inspections</li> <li>Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers</li> <li>Chiller start-up and commissioning as Daiken/McQuay factory representative for 6 years</li> </ul> </li> <li>Design and implement custom maintenance programs for customers with Federal requirements including:             <ul style="list-style-type: none"> <li>Battelle Northwest – Pacific Northwest National Laboratories</li> <li>General Services Administration (GSA)</li> <li>US Department of Defense – Air Force</li> </ul> </li> </ul>			
<b>QUALIFICATIONS AND EDUCATION</b>			
<ul style="list-style-type: none"> <li>UA Local 32 Plumbers &amp; Pipefitters Journeyman</li> <li>(2) Year Certificate in Refrigeration and Thermodynamics</li> <li>Daiken/McQuay Factory Trained</li> <li>EPA Certification (Universal)</li> <li>6 years work experience at Daiken/McQuay performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>6 years work experience at Haynes Mechanical performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>8 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> <li>2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> </ul>			
<b>Reviewed By:</b>	Hannah Carnahan	<b>Date:</b>	September 17, 2025
<b>Last Updated By:</b>	Hannah Carnahan	<b>Date/Time:</b>	September 17, 2025



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<b>Job Title:</b>	Chiller Technician	<b>Name:</b>	Keith Envolsen
<b>Department/Group:</b>	Service	<b>Years of Experience:</b>	29 Years
<b>HR Contact Information:</b>			
<b>E-MAIL/PHONE:</b> (877) 247-9048 or <a href="mailto:hannah@appliedindsystems.com">hannah@appliedindsystems.com</a> Subject Line: <b>Attention:</b> HR Department		<b>MAIL:</b> Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
<b>WORK EXPERIENCE</b>			
Keith Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including:			
<ul style="list-style-type: none"> <li>Maintain, troubleshoot and repair various chilled water and control systems:               <ul style="list-style-type: none"> <li>Preventative maintenance inspections</li> <li>Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers</li> <li>Chiller start-up and commissioning as York factory representative for 7 years</li> <li>Chiller start-up and commissioning as Carrier factory representative for 3 years</li> <li>Chiller start-up and commissioning as SMARDT local representative (Current)</li> </ul> </li> <li>Design and implement custom maintenance programs for customers with Federal requirements including:               <ul style="list-style-type: none"> <li>CH2M Hill Plateau Remediation</li> <li>USACE</li> <li>US Department of Energy</li> </ul> </li> </ul>			
<b>QUALIFICATIONS AND EDUCATION</b>			
<ul style="list-style-type: none"> <li>UA Local 32 Plumbers &amp; Pipefitters 5 year Apprenticeship Program</li> <li>(2) Year Associates Degree in Refrigeration and Thermodynamics</li> <li>York Factory Trained</li> <li>EPA Certification (Universal)</li> <li>Extensive Oil Free Centrifugal Chiller experience on SMARDT, Multistack and other chillers.</li> <li>7 years work experience at York International performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>3 years work experience at Carrier performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>18 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> <li>2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> </ul>			
<b>Reviewed By:</b>	Hannah Carnahan	<b>Date:</b>	September 17, 2025
<b>Last Updated By:</b>	Hannah Carnahan	<b>Date/Time:</b>	September 17, 2025

## **Riverfront Park – Past Performance List Similar Contracts 2025**

Below is a list of similar maintenance and repairs contracts that Applied Industrial Systems has been involved with in this region for your information and records:

### **Eastern Washington University**

#### Contact Information

David Early  
Director, Recreation and Athletic Facilities  
[dearly@ewu.edu](mailto:dearly@ewu.edu)  
(509) 359-2308

### **Spokane Arena**

#### Contact Information

Bill Poffenroth  
Lead Engineer  
[bpoffenroth@spokanepfd.org](mailto:bpoffenroth@spokanepfd.org)  
(509) 990-6767

### **Frontier Ice Arena**

#### Contact Information

Vince Hughes  
Lead Engineer  
[info@kyro.org](mailto:info@kyro.org)  
(509) 990-1626

### **Riverfront Park**

#### Contact Information

Michael Prince  
Maintenance Lead  
[MPrince@spokanecity.org](mailto:MPrince@spokanecity.org)  
(509) 934-0505

## SUBCONTRACTOR LIST

**PROJECT NAME:** Riverfront Park, Ice Ribbon Ammonia System Maintenance RFQ 644-25

**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** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

  X   NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT





# 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: Scheduled and On Call Ice Ribbon Maintenance

Project # 6444-25

### Part A: General Company Information

Company Name Applied Industrial Systems

Address 4784 West Casberg-Burroughs Road, Deer Park, WA 99006

Contact Name and Title Keith Envolsen, Inland Empire Region Manager

Contact Phone (509) 710-0500

Contact E-mail keith@appliedindsystems.com

Years in business as a Prime Contractor 2+

Years in business as a sub-contractor 2+

Years in business under present Name 2+

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years Sno Valley Process Solutions

Explain reason for name change(s) in the past five (5) years Nov 2023 SVPS was purchased by Applied Industrial Systems

### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of 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. **List four (4) or more comprehensive maintenance plans, repairs or services which involved a process cooling, piping modifications to ammonia systems or commercial HVAC systems. Describe the type of equipment, size of plant and scope with contract amount of at least \$30,000 that have been completed within the last two (2) years.**

SEE PAGES 5-8 OF THIS DOCUMENT

### Part C: Performance Evaluation

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?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.


### Part D: Record of Debarment / Disqualification

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?

☐ Yes ☒ 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?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
<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
<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 public 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.	
FOR THIS CONTRACT, NO SUBCONTRACTORS WILL BE UTILIZED BY APPLIED INDUSTRIAL SYSTEMS. ALL WORK PERFORMED "IN HOUSE"	
<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
	10/7/2025
Printed Name of Authorized Representative	Title
Keith Envolsen	Inland Empire Region Manager

## 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

<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> City of Spokane - Parks Department, Ice Ribbon Maintenance		<b>Project Contract Number</b> OPR 2024-0359	
<b>Project Owner</b> City of Spokane		<b>Project Location</b> Spokane, Washington	
<b>Project Owner Contact Name &amp; Title</b> Michael Prince		<b>Owner's Telephone Number</b> (509) 934-0505	
<b>Notice to Proceed Date</b> 12/01/2023	<b>Final Completion Date</b> 9/30/2024	<b>Awarded Contract Value</b> \$90,000.00	<b>Final Contract Price</b> \$TBD
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> Maintenance and On Call Services on Riverfront Park Ice Ribbon Equipment			
<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>  Providing recommended preventative maintenance on ammonia ice rink equipment Providing emergency service call work as required/requested. Troubleshooting, analysis and repairs to equipment as necessary.			

## 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>			
<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> City of Moses Lake - Ice Rink Chiller Repairs		<b>Project Contract Number</b> 020-2024-001	
<b>Project Owner</b> City of Moses Lake		<b>Project Location</b> Moses Lake, Washington	
<b>Project Owner Contact Name &amp; Title</b> Doug Coutts		<b>Owner's Telephone Number</b> (509)764-3810	
<b>Notice to Proceed Date</b> July 17, 2024	<b>Final Completion Date</b> 10/15/2024	<b>Awarded Contract Value</b> \$136,973.00	<b>Final Contract Price</b> \$136,973.00
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> Repairs to Existing Ice Rink Chiller Equipment			
<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>  Replacement of compressors on chiller, replacement (retrofit/upgrade) of chiller controls from old/obsolete and no longer available controls to MCS/Applied Industrial Systems touchscreen and remote access chiller controls. Updates to site point of contact for work progression.			

## 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>			
<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> Battelle ROB Chiller Overhaul		<b>Project Contract Number</b> 781696	
<b>Project Owner</b> Pacific Northwest National Laboratories (PNNL)		<b>Project Location</b> Richland, Washington	
<b>Project Owner Contact Name &amp; Title</b> Frank Knode		<b>Owner's Telephone Number</b> (509) 375-7394 office, (509) 440-1107 cell	
<b>Notice to Proceed Date</b> 2/20/2025	<b>Final Completion Date</b> 9/10/2025	<b>Awarded Contract Value</b> \$63,228.00	<b>Final Contract Price</b> \$63,228.00
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> Overhaul of 400 ton YORK Centrifugal Chiller Compressor			
<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>  Onsite rigging and lifting oversight Replacement of critical bearings, components, setup, verification and final run testing and commissioning.			

## 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

<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> EWU - URC Ammonia Equipment Repairs		<b>Project Contract Number</b> K0065735	
<b>Project Owner</b> Eastern Washington University		<b>Project Location</b> Cheney, Washington	
<b>Project Owner Contact Name &amp; Title</b> Dave Early		<b>Owner's Telephone Number</b> (509) 499-2879	
<b>Notice to Proceed Date</b> 3/13/2024	<b>Final Completion Date</b> 6/18/2024	<b>Awarded Contract Value</b> \$82,800.00	<b>Final Contract Price</b> \$82,800.00
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	

**Brief Project Description**

University Recreation Center Ammonia Chiller Repairs

**Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications**

Overhaul/Rebuilding of quantity two (2) CIMCO/Mycom Reciprocating Compressors to include all bearings, pistons, internal components.  
 Leak Repairs to Ammonia System components.  
 Replacement of failed ammonia system components.  
 Ammonia removal/replacement.





CITY OF SPOKANE - PURCHASING  
915 N Nelson Street  
Spokane, Washington 99202  
(509) 625-6576

**August 27<sup>th</sup> 2025**

## **ADDENDUM NO. 1**

**RFQ 64444-25**

- 1. Optional Pre-Bid was added**
- 2. Mandatory and Supplemental Bidder Criteria Specifications were added to the Specifications in the Response tab**

***Tanya Lester***

**Tanya Lester  
Purchasing**

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PLEASE NOTE: RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREWARE SYSTEM.

## **City of Spokane – Riverfront Park Ice Ribbon Request for Services**

720 West Spokane Falls Blvd.  
Spokane, WA 99201

### **Base Scope Summary:**

Scope to include a predictive/preventative maintenance program for the mechanical cooling equipment listed, proper inspection, maintenance, and diagnosis of the equipment that provide refrigeration for the Ice Ribbon Facility.

The successful company will provide a comprehensive maintenance program that will ensure peace of mind during critical operation times of the equipment.

- Perform routine inspections and operational adjustments to the Mechanical Refrigeration system for the Ice Ribbon as required by Manufacturers instructions. (Either in-person or remotely). (see attached Preventative Maintenance & Inspection Program description
- WEEKLY preventative maintenance visits to be performed each week on listed equipment during operational period from November through Mid-March (depending on weather conditions) of each operating season.
- Coordinate chemical test of brine supply and condenser water treatment monthly while in operation (Nov-Feb). (*a separate company is contracted for the condenser water treatment*)
- Monitor system remotely. and respond to any emergency situations. Remote monitoring capability is currently not but we anticipate it to come on-line during the duration on the contract. Monitor plant for mechanical and ammonia alerts and alarms. Provide 24/7/365 emergency response.
- YEARLY plant startup and plant shutdown visits will be performed each year. The startup service will prepare and initially start the plant operation, and the shutdown service will prepare the plant for dormant plant conditions.
  - Perform complete start-up of the system plant (estimated timeframe Nov 1-Nov 15).
  - Perform complete shut-down of the system plant at end of season (March 1-15).
- Monitor system in the off-season. Cycling Brine system at recommended frequency.
- In the event of equipment failure, piping issues, valve issues, seals, etc., it is expected that repairs will be covered per the time and material quotes.
- All maintenance visits will be coordinated with appropriate jobsite personnel to determine the best and most convenient time to service the listed equipment, which aims to reduce the impact to end users.
- All maintenance will be performed according to manufacturer recommendations and standard field determined needs.
- Riverfront Staff will be involved with progress updates, unit status, identified deficiencies, and determination of best course of action for quick and swift resolution of any issues pertaining to equipment.

- Provide all required ammonia alarm testing and reporting as required by the Authority Having Jurisdiction (AHJ).
- In the event of chemical discharge or release coordinate all required cleanup, disposal, and reporting to all AHJ.
- Provide yearly ammonia testing for moisture, suspended solids, etc.—and furnish report one time per agreement year.
- Provide yearly brine testing for corrosion inhibitor levels, suspended solids, etc. -- and furnish report one time per agreement year.
- Contractor will coordinate any possible warranty repair work with appropriate parties.
- *Services will be rendered on time and material quote, with a not to exceed total per year.*

Alternate 1:

Devise a daily inspection preventative maintenance checklist for Park Maintenance employees to ensure all necessary system verifications are completed, which focuses on checking gauges, cleanliness and safety of the plant. Train Maintenance employees on how to use and perform the inspection.

Alternate 2:

A vibration was found in the second reciprocating compressors (Serial # 4110582) during a vibration analysis. It is suspect the main and rod bearings to be the cause. Replace main and rod bearings in the unit and recharge ammonia into machinery.

## **List of Equipment**

Professional grade maintenance services will be performed on the listed air conditioning equipment below, in accordance with the scope of work listed later in this agreement.

EQUIPMENT TYPE	MANUFACTURER	MODEL #	SERIAL #	RATING
Ice Plant System 	CIMCO	A1200137	N/A	
Reciprocating Compressor 	CIMCO	C9-04A	17571	
Reciprocating Compressor 	MYCOM	N4MII	4110582	
Cooling Tower 	Baltimore Air Coil	CVHE-032F	L84L23270	

## **Preventive Maintenance & Inspection Program For Ammonia Ice Rink and Ribbon Facilities**

### **ANNUAL STARTUP INSPECTION AND MAINTENANCE SERVICE**

The following tasks are performed once each year during a shutdown period in order to properly evaluate equipment status and prepare unit for reliable operations, these include but not limited to:

- Check static oil level in each compressor
- Check each compressor oil heater for proper operation
- Check and verify each compressor coupling for bolt tightness
- Check oil level in oil separator vessel near evaporator
- Check oil separator at evaporator and verify heater is working correctly
- Check each motor starter (VSD/Soft Start) for proper cooling fan operation, and all electrical connections for integrity
- Record standby main and control voltages
- Review the Control Panel for setpoints, settings, history buffer
- Review pressure gauge and temperature thermometer accuracy
- Review water treatment system and coordinate with separately contracted company to ensure proper treatment, dosing, conductivity, etc.
- Check cooling tower to include direct drive or belt driven fans, blades, motors
- Check for proper cooling tower makeup water circuit operation
- Check all plant water pumps, to include cooling tower, brine, ice melt, etc. Check for noisy bearings, proper coupling tightness, leaks, insulation, etc.
- Provide “additional listed services” as listed, such as Ammonia testing, Brine testing, etc.
- Check and verify Ammonia Leak Detection System
- Startup plant
- Verify all operating conditions, head pressures, zone brine temperatures, etc. This is a multiple day service in which the plant is operated and adjusted for exact outside temperatures and conditions
- Check for proper heat transfer at the evaporator, condenser and each zone.
- Check unloader operation (mechanical, electrical, or motor drive).
- Check operation of evaporator level control system and operating ammonia level in evaporator.
- Provide report on all finding, recommended corrective actions, and repair as necessary.

## **SHUTDOWN SERVICE**

The following tasks prepare the equipment for dormant and intermittent operation, these include but not limited to:

- Pump down ammonia system to acceptable levels and pressures
- Shut down and drain cooling tower, makeup water, etc. to prevent off season damage
- Shut down brine system.
- Check all compressor heaters for proper operation
- Change compressor oil in each compressor.
- Change compressor oil filter in each compressor
- Shut down water treatment system (condenser water)
- Check for proper mechanical room ventilation operation, heater operation
- Check for proper Ammonia Detector operation
- Visually check for oil, refrigerant, and brine leaks in entire plant.
- Grease/lubricate all motor bearings to be prepared for next season startup.

## **OPERATING SEASON INSPECTIONS**

The following inspection items ensure the unit is operating reliably and efficiently through the operating season, these include but not limited to:

- Check the general condition and operation of the unit/system
- Check for proper oil levels and refrigerant charge
- Check the oil temperature and oil sump heater operation
- Check the operation of all controls
- Visually check for oil, refrigerant, brine or water leaks
- Check operation of Variable Speed Drive
- Check full load operation (when available), including proper cooler approach, condenser subcooling, amp draw and tonnage
- Review control panel history and alarm buffer, investigating root-cause and corrective action
- Check oil return system and effectiveness of oil return
- Blow down excess oil as necessary and add oil as necessary to equipment.
- Check and verify receiver ammonia level
- Check and verify operation of refrigerant level control at evaporator
- Log machine operating conditions
- Provide service report for each inspection performed

## **DORMANT SEASON INSPECTIONS**

The following inspection items ensure the unit/system is operating reliably and efficiently through the operating season, these include but not limited to:

- Check the oil temperature and oil sump heater operation.
- Visually check for oil, refrigerant, brine or water leaks.
- Check and verify receiver ammonia level.
- Cycle Brine pumps as necessary.
- Provide service report for each inspection performed.

## **GENERAL TASKS**

The following tasks are performed at each visit to properly service the equipment, these include but not limited to:

- Equipment consultation with the operator to review operating conditions
- Review operating procedures and owner's log with operator
- Log operating conditions after the system and unit/system is stabilized.
- Provide a complete report to owner with any recommendations for repairs or unit upgrading with a formal proposal prior to completing work
- Repair insulation removed for inspection and maintenance procedures
- Clean equipment and surrounding areas upon completion of work.



October 9<sup>th</sup>, 2025

Riverfront Park  
Mr. Michael Prince  
Director of Facilities  
507 North Howard Street  
Spokane, WA 99201

**Subject:** Ice Ribbon – Repairs to Ice Ribbon Equipment 2025

Mr. Prince,

We appreciate this opportunity to present the following pricing for your review and approval. Below is pricing to include labor, materials and freight associated with the Ice Ribbon ammonia refrigeration equipment repairs. This is being presented with the work previously performed related to the ammonia call out system repairs, leak repairs including the threaded adapter repairs, and future repairs to the compressor including main and rod bearing replacement. A complete written report will follow after work is completed.

Description	Amount	Lead Time
Compressor Repairs Due to Vibration, Incl Bearing Replacement and Prev Performed Repairs	\$37,678.00	2-3 Weeks from Date of Order
TOTAL	\$37,678.00	

Exclusions:

- Additional Scope of Work, Overtime Work, or Applicable Taxes.

Applied Industrial System standard terms and conditions apply. Additional work that may be required or desired will only be performed with your prior knowledge and approval. Pricing is valid for 15 days.

Thank you again for this opportunity to work with you and with Riverfront Park. To secure and schedule this work, please email a completed copy of this proposal to me directly.

Sincerely,

Purchase Order Number: \_\_\_\_\_

Date: \_\_\_\_\_

Keith Envolsen  
Area Representative  
(509) 710-0500 direct  
[keith@appliedindsystems.com](mailto:keith@appliedindsystems.com)

**Applied Industrial Systems**  
Spokane Office  
1014 North Lake Road  
Spokane Valley, Washington 99212  
[www.appliedindsystems.com](http://www.appliedindsystems.com)



License Information:

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

Entity name:

APPLIED INDUSTRIAL SYSTEMS, LLC

Business name:

APPLIED INDUSTRIAL SYSTEMS

Entity type:

Limited Liability Company

UBI #:

605-224-344

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

4784 W CASBERG BURROUGHS RD  
DEER PARK WA 99006-8402

Mailing address:

4784 W CASBERG BURROUGHS RD  
DEER PARK WA 99006-8402

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="#">Cheney General Business - Non-Resident</a>				Active	Apr-30-2026	Nov-19-2024
<a href="#">Minor Work Permit</a>				Active	Apr-30-2026	Sep-19-2024
<a href="#">Moses Lake General Business - Non-Resident</a>	BL2024-0466			Active	Apr-30-2026	May-31-2024
<a href="#">Richland General Business - Non-Resident</a>				Active	Apr-30-2026	Jun-20-2024
<a href="#">Spokane General Business - Non-Resident</a>				Active	Apr-30-2026	May-01-2023
<a href="#">Union Gap General Business - Non-Resident</a>				Active	Apr-30-2026	Sep-27-2024
<a href="#">Walla Walla General Business - Non-Resident</a>				Active	Apr-30-2026	Nov-15-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ENVOLSEN, KEITH	
ENVOLSEN, MICHELLE	

## Registered Trade Names

Registered trade names	Status	First issued
APPLIED INDUSTRIAL SYSTEMS	Active	May-01-2023

The Business Lookup information is updated nightly. Search date and time: 12/4/2025 12:28:12 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2025

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>  <b>North Town Insurance</b> <b>5727 N Division St</b> <b>Spokane, WA 99208</b>	<b>CONTACT NAME:</b> Joseph Armand <b>PHONE (A/C, No, Ext):</b> (509)483-3030 <b>FAX (A/C, No):</b> (509)413-0900 <b>E-MAIL ADDRESS:</b> joseph@northtowninsurance.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>24082</b>
<b>INSURED</b>  <b>Applied Industrial Systems LLC</b> <b>4784 W Casberg Burroughs Rd</b> <b>Deer Park, WA 99006-8402</b>		


**COVERAGES****CERTIFICATE NUMBER:** 95955320-250317095131**REVISION NUMBER:** 2

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS66223076	06/05/2025	06/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	Y	BAS69198870	06/05/2025	06/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ 10,000	Y	Y	BAS69198870	06/05/2025	06/05/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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	BKS66223076	06/05/2025	06/05/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> STOP GAP 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)

**HVAC Operations****CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	<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>  <b>AUTHORIZED REPRESENTATIVE</b>  (JJA)
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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		<b>Committee meeting date:</b> Dec 8, 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 #)			
<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)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Applied Industrial Systems / Preventative Maintenance Agreement On-Call Ice Ribbon Mechanical Maintenance (\$44,000.00)		
<b>Begin/end dates</b>	Begins: 10/01/2025	Ends: 09/30/2028	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Applied Industrial Systems was selected through an RFQ process (# 6444-25) to provide on-call mechanical maintenance at the Numerica Skate Ribbon ice mechanical plant. Work includes seasonal start-up and shut down maintenance supporting ice ribbon operations. Contract is charged at time and materials not to exceed \$44,000 for year 1 and \$40,000 annually for the remain two years. In year 1, contract will also provide daily inspection checklist and train staff on how to perform inspections.			
<b>Motion wording:</b> Approve the Contract with Applied Industrial Systems for On-Call Mechanical Maintenance Services			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Applied Industrial Systems Name: Keith Envolsen    Email address: keith@appliedindsystems.com    Phone: 509-710-0500			
<b>Distribution:</b> Parks – Accounting    mprince@spokanecity.org Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$44,000    Budget code: 1400-54312-76810-54201			
<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 checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 605224344    Business license expiration date: 4/30/26         </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**

**Preventative Maintenance**  
**AGREEMENT**

**ON-CALL ICE RIBBON MECHANICAL**  
**MAINTENANCE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL SYSTEMS, LLC**, whose address is 4784 W. Casberg Burroughs Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Ice Ribbon Mechanical Maintenance; and

WHEREAS, the Contractor was selected from RFQ 6444-25, including Alternate Number 1, and Contractor's Quote.

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on October 1, 2025, and shall run through September 30, 2028, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in RFQ Number 6444-25, including Alternate Number 1, and Contractor's Bid Response, dated September 20, 2025, which are attached as Attachment C and made part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) for year 1**, and applicable sales tax; and a maximum amount not to exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) for years 2 and 3**, and applicable sales tax, pursuant to the table below, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

YEAR 1	Time and materials	\$40,000.00
YEAR 1	One time cost for Alternate 1	\$ 4,000.00
YEAR 2	Time and materials	\$40,000.00
YEAR 3	Time and materials	\$40,000.00

Hourly rate:

- Straight time- \$242/hr
- Overtime time- \$363/hr
- Holiday Time- \$484/hr

Material Rate: 25% mark-up on materials and parts.

The Contractor shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days 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.

#### 5. TAXES, FEES AND LICENSES.

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

#### 6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1)

the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

#### **7. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

#### **9. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or

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

**10. INSURANCE.** During the period of the Agreement, the Company 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:

- A. Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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.



**11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. 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.

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

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

**20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**APPLIED INDUSTRIAL SYSTEMS, 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 – Certification Regarding Debarment  
Attachment B - Certification of Compliance with Wage Payment Statutes  
Attachment C – RFQ Number 6444-25 including Alternate Number 1; Contractor's Bid Response, dated September 20, 2025

M25-277

**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;
  - a. 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;
  - b. 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,
  - c. 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)



## Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), 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.

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:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**ATTACHMENT C**

## Bid Response Summary

**Bid Number** RFQ 6444-25  
**Bid Title** Scheduled and On Call Ice Ribbon Maintenance  
**Due Date** Monday, September 22, 2025 8:53:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Applied Industrial Systems  
**Submitted By** keith@appliedindsystems.com keith@appliedindsystems.com - Saturday, September 20, 2025 12:07:03 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 keith@appliedindsystems.com 5097100500  
**Comments**

### Question Responses

Group	Reference Number	Question	Response
Pre-Bid Walkthrough			
	1.	There will be an optional pre-bid walkthrough of the Ice Ribbon on September 15th, 2025, 9:00 am at Numerica Skate Ribbon - Riverfront Spokane	Yes
TERMS & CONDITIONS			
	1.	I have read, understand and agree to the Terms & Conditions listed in the document in the Documents Tab titled "RFQ #6444-25 Terms & Conditions 9.8.25".	Yes
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for Scheduled and On Call Ice Rink Maintenance services for the City of Spokane Parks & Recreation Department.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Contractor must have a minimum of three (3) Ammonia Refrigeration Technicians on staff during the duration of the contract that is awarded from this PW ITB. Each technician must have extensive experience with ICE RINK type of work and Ammonia Refrigeration.	I acknowledge and agree
	QUALIFICATION	Upload Resume's for the Ammonia Refrigeration Technicians you have on staff and that will be working on this contract.	EmployeeResumes_RiverfrontParkMA.pdf
	QUALIFICATION	Contractor must demonstrate experience in correlating Ammonia Refrigeration with maintenance of Ice surface and slab temperatures.	I acknowledge and agree
	QUALIFICATION	Contractor must furnish (upload here) a minimum of three (3) references to include name, telephone number and email address of customer contact from other clients and any Ice Rink type clients for reference in Eastern Washington/Idaho region.	RiverfrontPark_PastPerformanceList2025.pdf
	QUALIFICATION	Contractor must have a 24/7/365 answering service and call out procedure. Provide telephone number and process here.	Callout sequence is straightforward and easy to use. Contact phone is (877) 247-9048 and select option for Emergency Service. This will automatically link to the 24/7/365 oncall technician which will field the call. If for any reason this is not working, a direct call or text to (509) 710-0500 will generate a response. A list of all A.I.S. service technicians with direct contact phone numbers will be posted in the mechanical room for anyone to contact 24/7/365 as well.
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder for a base three (3) years. 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. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .	I acknowledge and 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 and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and 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 agree
INVOICING	Invoices must be submitted to Parks & Recreation within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be mailed to Parks & Recreation, 5th Floor City Hall, 808 West Spokane Falls Blvd., Spokane WA, 99201	I acknowledge and agree
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:	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	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;	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	B. Have a current Washington Unified Business Identifier (UBI) number;	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	C. 1) If applicable: -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.	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	D. Before award, the bidder under consideration for award 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.).	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	E. 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.	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	F. 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	Yes



<p>BIDDER RESPONSIBILITY CRITERIA (MANDATORY)</p>	<p>G. 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.</p>	<p>Yes</p>
<p>BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)</p>	<p>A bidder will be deemed not responsible if</p>	<p>Yes</p>
<p>BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)</p>	<p>A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or</p>	<p>Yes</p>

BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)	<p>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.</p>	Yes
PAYMENT	<p>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.</p>	I acknowledge and agree
REJECTION OF BIDS	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process 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.</p>	I acknowledge and agree
CONTRACTOR REGISTRATION	<p>The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.</p>	I acknowledge and agree

COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Most tasks require two technicians on the job (primarily for safety in the presence of ammonia) during oil changes, oil filter changes, etc. Weekly log readings and operational checks are one technician required for these tasks.
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Keith Envolsen (509) 710-0500 direct phone number keith@appliedindsystems.com
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	N/A
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes
1.	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 agree

2.	<p>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>.          Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)          Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and agree
C.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" 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).</p>	I acknowledge and agree
D.	Filing Fees	Yes
1.	<p>The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L &amp; I.</p>	I acknowledge and agree
E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	<p>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</p>	Yes
EXCEPTIONS	<p>If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.</p>	N/A
GENERAL CONDITIONS		

#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	N/A
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	The Contractor acknowledges that he has read and understands the document entitled "ITB #6444-25 Scope of Work" in the Documents tab.	I acknowledge and agree
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge and agree
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Bid Section below for the actual repair performed.	I acknowledge and agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	7-10 business days depending on parts availability at time of order.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Pricing	Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.	I acknowledge and agree
Non-Emergency Calls	Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 7 calls per year that could result in an estimated annual total of 14 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
Emergency Calls	Emergency calls, contractor shall be onsite within 1 hour of notification. On average it is estimated that there is 3 Emergency calls per year that could result in an estimated annual total of 6 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
BID		
Bid Offer	We are using 10 - 2 hour calls for evaluating purposes – 70% are non-emergency calls and 30% emergency calls.	I acknowledge and agree
Straight Time Rate	Hourly Rate -	242.00
Overtime Rate	Hourly Rate -	363.00
Holiday Rate	Hourly Rate -	484.00

Emergency Work Rate/After Straight Rate	Hourly Rate -	363.00
Material Cost	Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane. Cost plus _____ percent	25
Material Cost	(Percent Markup 1.00 + 0.00%) x \$55,000.00 =	\$55,000.00 x 1.25 = \$68,750.00
Material Cost	(Example 1 + .15% markup x \$55,000.00 = \$63,250) \$55,000 is only an estimate being used for evaluation purposes	Yes
Alternate #1	Devise a daily inspection preventative maintenance checklist for Park Maintenance employees to ensure all necessary system verifications are completed, which focuses on checking gauges, cleanliness and safety of the plant. Train Maintenance employees on how to use and perform the inspection.	Estimated to be approx. \$4,000.00
Alternate #2	A vibration was found in the second reciprocating compressors (Serial # 4110582) during a vibration analysis. It is suspect the main and rod bearings to be the cause. Replace main and rod bearings in the unit and recharge ammonia into machinery.	Estimated to be approx \$45,000.00
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	QTY ONE (1)
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	APPLIIS776LZ
#2	Provide Contractor's U.B.I. Number	605-224-344
#3	Provide Contractor's Washington Employment Security Department Number	000-801664-00-3
#4	Provide Contractor's Washington Excise Tax Registration Number	605-224-344
#5	Provide Contractor's City of Spokane Business Registration Number	605-224-344
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.	I acknowledge



4784 Casberg-Burroughs Road  
Deer Park, WA 99006  
(877) 247-9048 main  
[www.appliedindsystems.com](http://www.appliedindsystems.com)

<b>Job Title:</b>	Chiller Technician	<b>Name:</b>	Jack Envolsen
<b>Department/Group:</b>	Service	<b>Years of Experience:</b>	7 Years
<b>HR Contact Information:</b>			
<b>E-MAIL/PHONE:</b> (877) 247-9048 or <a href="mailto:hannah@appliedindsystems.com">hannah@appliedindsystems.com</a> Subject Line: <b>Attention:</b> HR Department		<b>MAIL:</b> Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
<b>WORK EXPERIENCE</b>			
Jack Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> <li>Maintain, troubleshoot and repair various chilled water and control systems:             <ul style="list-style-type: none"> <li>Preventative maintenance inspections</li> <li>Chiller overhauls including centrifugal, screw, recip, and scroll chillers</li> <li>Heat Exchanger Tube Replacement on Ammonia Evaporators</li> <li>Brine, Chilled Water, and Condenser Water Pump Impeller and Shaft Seal Replacement.</li> <li>Laser Shaft Alignment of various motors to compressors and pumps.</li> <li>Experience with remote call out and monitoring services.</li> </ul> </li> </ul>			
<b>QUALIFICATIONS AND EDUCATION</b>			
<ul style="list-style-type: none"> <li>UA Plumbers and Pipefitters MES Program</li> <li>EPA Certification</li> <li>5 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, oil free centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> <li>2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, oil free centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> </ul>			
<b>Reviewed By:</b>	Hannah Carnahan	<b>Date:</b>	September 17, 2024
<b>Last Updated By:</b>	Hannah Carnahan	<b>Date/Time:</b>	September 17, 2025



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<b>Job Title:</b>	Chiller Technician	<b>Name:</b>	Russ Johnson
<b>Department/Group:</b>	Service	<b>Years of Experience:</b>	34 Years
<b>HR Contact Information:</b>			
<b>E-MAIL/PHONE:</b> (877) 247-9048 or <a href="mailto:hannah@appliedindsystems.com">hannah@appliedindsystems.com</a> Subject Line: <b>Attention:</b> HR Department		<b>MAIL:</b> Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
<b>WORK EXPERIENCE</b>			
Russ Johnson has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> <li>Maintain, troubleshoot and repair various chilled water and control systems:             <ul style="list-style-type: none"> <li>Preventative maintenance inspections</li> <li>Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers</li> <li>Chiller start-up and commissioning as Daiken/McQuay factory representative for 6 years</li> </ul> </li> <li>Design and implement custom maintenance programs for customers with Federal requirements including:             <ul style="list-style-type: none"> <li>Battelle Northwest – Pacific Northwest National Laboratories</li> <li>General Services Administration (GSA)</li> <li>US Department of Defense – Air Force</li> </ul> </li> </ul>			
<b>QUALIFICATIONS AND EDUCATION</b>			
<ul style="list-style-type: none"> <li>UA Local 32 Plumbers &amp; Pipefitters Journeyman</li> <li>(2) Year Certificate in Refrigeration and Thermodynamics</li> <li>Daiken/McQuay Factory Trained</li> <li>EPA Certification (Universal)</li> <li>6 years work experience at Daiken/McQuay performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>6 years work experience at Haynes Mechanical performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>8 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> <li>2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> </ul>			
<b>Reviewed By:</b>	Hannah Carnahan	<b>Date:</b>	September 17, 2025
<b>Last Updated By:</b>	Hannah Carnahan	<b>Date/Time:</b>	September 17, 2025





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<b>Job Title:</b>	Chiller Technician	<b>Name:</b>	Keith Envolsen
<b>Department/Group:</b>	Service	<b>Years of Experience:</b>	29 Years
<b>HR Contact Information:</b>			
<b>E-MAIL/PHONE:</b> (877) 247-9048 or <a href="mailto:hannah@appliedindsystems.com">hannah@appliedindsystems.com</a> Subject Line: <b>Attention:</b> HR Department		<b>MAIL:</b> Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
<b>WORK EXPERIENCE</b>			
Keith Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including:			
<ul style="list-style-type: none"> <li>Maintain, troubleshoot and repair various chilled water and control systems:               <ul style="list-style-type: none"> <li>Preventative maintenance inspections</li> <li>Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers</li> <li>Chiller start-up and commissioning as York factory representative for 7 years</li> <li>Chiller start-up and commissioning as Carrier factory representative for 3 years</li> <li>Chiller start-up and commissioning as SMARDT local representative (Current)</li> </ul> </li> <li>Design and implement custom maintenance programs for customers with Federal requirements including:               <ul style="list-style-type: none"> <li>CH2M Hill Plateau Remediation</li> <li>USACE</li> <li>US Department of Energy</li> </ul> </li> </ul>			
<b>QUALIFICATIONS AND EDUCATION</b>			
<ul style="list-style-type: none"> <li>UA Local 32 Plumbers &amp; Pipefitters 5 year Apprenticeship Program</li> <li>(2) Year Associates Degree in Refrigeration and Thermodynamics</li> <li>York Factory Trained</li> <li>EPA Certification (Universal)</li> <li>Extensive Oil Free Centrifugal Chiller experience on SMARDT, Multistack and other chillers.</li> <li>7 years work experience at York International performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>3 years work experience at Carrier performing installation, service and repair of centrifugal, scroll and screw chillers</li> <li>18 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> <li>2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work.</li> </ul>			
<b>Reviewed By:</b>	Hannah Carnahan	<b>Date:</b>	September 17, 2025
<b>Last Updated By:</b>	Hannah Carnahan	<b>Date/Time:</b>	September 17, 2025



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## **Riverfront Park – Past Performance List Similar Contracts 2025**

Below is a list of similar maintenance and repairs contracts that Applied Industrial Systems has been involved with in this region for your information and records:

### **Eastern Washington University**

#### Contact Information

David Early

Director, Recreation and Athletic Facilities

[dearly@ewu.edu](mailto:dearly@ewu.edu)

(509) 359-2308

### **Spokane Arena**

#### Contact Information

Bill Poffenroth

Lead Engineer

[bpoffenroth@spokanepfd.org](mailto:bpoffenroth@spokanepfd.org)

(509) 990-6767

### **Frontier Ice Arena**

#### Contact Information

Vince Hughes

Lead Engineer

[info@kyro.org](mailto:info@kyro.org)

(509) 990-1626

### **Riverfront Park**

#### Contact Information

Michael Prince

Maintenance Lead

[MPrince@spokanecity.org](mailto:MPrince@spokanecity.org)

(509) 934-0505

## SUBCONTRACTOR LIST

**PROJECT NAME:** Riverfront Park, Ice Ribbon Ammonia System Maintenance RFQ 644-25

**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** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

  X   NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



# 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: Scheduled and On Call Ice Ribbon Maintenance

Project # 6444-25

### Part A: General Company Information

Company Name Applied Industrial Systems

Address 4784 West Casberg-Burroughs Road, Deer Park, WA 99006

Contact Name and Title Keith Envolsen, Inland Empire Region Manager

Contact Phone (509) 710-0500

Contact E-mail keith@appliedindsystems.com

Years in business as a Prime Contractor 2+

Years in business as a sub-contractor 2+

Years in business under present Name 2+

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years Sno Valley Process Solutions

Explain reason for name change(s) in the past five (5) years Nov 2023 SVPS was purchased by Applied Industrial Systems

### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of 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. **List four (4) or more comprehensive maintenance plans, repairs or services which involved a process cooling, piping modifications to ammonia systems or commercial HVAC systems. Describe the type of equipment, size of plant and scope with contract amount of at least \$30,000 that have been completed within the last two (2) years.**

SEE PAGES 5-8 OF THIS DOCUMENT

### Part C: Performance Evaluation

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?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.


### Part D: Record of Debarment / Disqualification

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?

☐ Yes ☒ 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?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
<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
<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 public 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.	
FOR THIS CONTRACT, NO SUBCONTRACTORS WILL BE UTILIZED BY APPLIED INDUSTRIAL SYSTEMS. ALL WORK PERFORMED "IN HOUSE"	
<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
	10/7/2025
Printed Name of Authorized Representative	Title
Keith Envolsen	Inland Empire Region Manager

## 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

<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> City of Spokane - Parks Department, Ice Ribbon Maintenance		<b>Project Contract Number</b> OPR 2024-0359	
<b>Project Owner</b> City of Spokane		<b>Project Location</b> Spokane, Washington	
<b>Project Owner Contact Name &amp; Title</b> Michael Prince		<b>Owner's Telephone Number</b> (509) 934-0505	
<b>Notice to Proceed Date</b> 12/01/2023	<b>Final Completion Date</b> 9/30/2024	<b>Awarded Contract Value</b> \$90,000.00	<b>Final Contract Price</b> \$TBD
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> Maintenance and On Call Services on Riverfront Park Ice Ribbon Equipment			
<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>  Providing recommended preventative maintenance on ammonia ice rink equipment Providing emergency service call work as required/requested. Troubleshooting, analysis and repairs to equipment as necessary.			



## 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

<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> City of Moses Lake - Ice Rink Chiller Repairs		<b>Project Contract Number</b> 020-2024-001	
<b>Project Owner</b> City of Moses Lake		<b>Project Location</b> Moses Lake, Washington	
<b>Project Owner Contact Name &amp; Title</b> Doug Coutts		<b>Owner's Telephone Number</b> (509)764-3810	
<b>Notice to Proceed Date</b> July 17, 2024	<b>Final Completion Date</b> 10/15/2024	<b>Awarded Contract Value</b> \$136,973.00	<b>Final Contract Price</b> \$136,973.00
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> Repairs to Existing Ice Rink Chiller Equipment			
<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>  Replacement of compressors on chiller, replacement (retrofit/upgrade) of chiller controls from old/obsolete and no longer available controls to MCS/Applied Industrial Systems touchscreen and remote access chiller controls. Updates to site point of contact for work progression.			

## 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

<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> Battelle ROB Chiller Overhaul		<b>Project Contract Number</b> 781696	
<b>Project Owner</b> Pacific Northwest National Laboratories (PNNL)		<b>Project Location</b> Richland, Washington	
<b>Project Owner Contact Name &amp; Title</b> Frank Knode		<b>Owner's Telephone Number</b> (509) 375-7394 office, (509) 440-1107 cell	
<b>Notice to Proceed Date</b> 2/20/2025	<b>Final Completion Date</b> 9/10/2025	<b>Awarded Contract Value</b> \$63,228.00	<b>Final Contract Price</b> \$63,228.00
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> Overhaul of 400 ton YORK Centrifugal Chiller Compressor			
<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>  Onsite rigging and lifting oversight Replacement of critical bearings, components, setup, verification and final run testing and commissioning.			

## 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>			
<b>Bidder's Company Name</b> Applied Industrial Systems		<b>Bidders Contact Name &amp; Phone Number</b> Keith Envolsen, (509) 710-0500	
<b>Project Name</b> EWU - URC Ammonia Equipment Repairs		<b>Project Contract Number</b> K0065735	
<b>Project Owner</b> Eastern Washington University		<b>Project Location</b> Cheney, Washington	
<b>Project Owner Contact Name &amp; Title</b> Dave Early		<b>Owner's Telephone Number</b> (509) 499-2879	
<b>Notice to Proceed Date</b> 3/13/2024	<b>Final Completion Date</b> 6/18/2024	<b>Awarded Contract Value</b> \$82,800.00	<b>Final Contract Price</b> \$82,800.00
<b>Prime Contractor Name (If Not Bidder)</b> N/A		<b>Contractor Contact Name &amp; Phone Number (If Not Bidder)</b> N/A	
<b>Brief Project Description</b> University Recreation Center Ammonia Chiller Repairs			
<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>  Overhaul/Rebuilding of quantity two (2) CIMCO/Mycom Reciprocating Compressors to include all bearings, pistons, internal components. Leak Repairs to Ammonia System components. Replacement of failed ammonia system components. Ammonia removal/replacement.			



CITY OF SPOKANE - PURCHASING  
915 N Nelson Street  
Spokane, Washington 99202  
(509) 625-6576

**August 27<sup>th</sup> 2025**

## **ADDENDUM NO. 1**

**RFQ 64444-25**

- 1. Optional Pre-Bid was added**
- 2. Mandatory and Supplemental Bidder Criteria Specifications were added to the Specifications in the Response tab**

***Tanya Lester***

**Tanya Lester  
Purchasing**

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PLEASE NOTE: RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREWARE SYSTEM.

## **City of Spokane – Riverfront Park Ice Ribbon Request for Services**

720 West Spokane Falls Blvd.  
Spokane, WA 99201

### **Base Scope Summary:**

Scope to include a predictive/preventative maintenance program for the mechanical cooling equipment listed, proper inspection, maintenance, and diagnosis of the equipment that provide refrigeration for the Ice Ribbon Facility.

The successful company will provide a comprehensive maintenance program that will ensure peace of mind during critical operation times of the equipment.

- Perform routine inspections and operational adjustments to the Mechanical Refrigeration system for the Ice Ribbon as required by Manufacturers instructions. (Either in-person or remotely). (see attached Preventative Maintenance & Inspection Program description)
- WEEKLY preventative maintenance visits to be performed each week on listed equipment during operational period from November through Mid-March (depending on weather conditions) of each operating season.
- Coordinate chemical test of brine supply and condenser water treatment monthly while in operation (Nov-Feb). *(a separate company is contracted for the condenser water treatment)*
- Monitor system remotely. and respond to any emergency situations. Remote monitoring capability is currently not but we anticipate it to come on-line during the duration on the contract. Monitor plant for mechanical and ammonia alerts and alarms. Provide 24/7/365 emergency response.
- YEARLY plant startup and plant shutdown visits will be performed each year. The startup service will prepare and initially start the plant operation, and the shutdown service will prepare the plant for dormant plant conditions.
  - Perform complete start-up of the system plant (estimated timeframe Nov 1-Nov 15).
  - Perform complete shut-down of the system plant at end of season (March 1-15).
- Monitor system in the off-season. Cycling Brine system at recommended frequency.
- In the event of equipment failure, piping issues, valve issues, seals, etc., it is expected that repairs will be covered per the time and material quotes.
- All maintenance visits will be coordinated with appropriate jobsite personnel to determine the best and most convenient time to service the listed equipment, which aims to reduce the impact to end users.
- All maintenance will be performed according to manufacturer recommendations and standard field determined needs.
- Riverfront Staff will be involved with progress updates, unit status, identified deficiencies, and determination of best course of action for quick and swift resolution of any issues pertaining to equipment.

- Provide all required ammonia alarm testing and reporting as required by the Authority Having Jurisdiction (AHJ).
- In the event of chemical discharge or release coordinate all required cleanup, disposal, and reporting to all AHJ.
- Provide yearly ammonia testing for moisture, suspended solids, etc.—and furnish report one time per agreement year.
- Provide yearly brine testing for corrosion inhibitor levels, suspended solids, etc. -- and furnish report one time per agreement year.
- Contractor will coordinate any possible warranty repair work with appropriate parties.
- *Services will be rendered on time and material quote, with a not to exceed total per year.*

Alternate 1:

Devise a daily inspection preventative maintenance checklist for Park Maintenance employees to ensure all necessary system verifications are completed, which focuses on checking gauges, cleanliness and safety of the plant. Train Maintenance employees on how to use and perform the inspection.

Alternate 2:

A vibration was found in the second reciprocating compressors (Serial # 4110582) during a vibration analysis. It is suspect the main and rod bearings to be the cause. Replace main and rod bearings in the unit and recharge ammonia into machinery.

## **List of Equipment**

Professional grade maintenance services will be performed on the listed air conditioning equipment below, in accordance with the scope of work listed later in this agreement.

EQUIPMENT TYPE	MANUFACTURER	MODEL #	SERIAL #	RATING
Ice Plant System 	CIMCO	A1200137	N/A	
Reciprocating Compressor 	CIMCO	C9-04A	17571	
Reciprocating Compressor 	MYCOM	N4MII	4110582	
Cooling Tower 	Baltimore Air Coil	CVHE-032F	L84L23270	

## **Preventive Maintenance & Inspection Program For Ammonia Ice Rink and Ribbon Facilities**

### **ANNUAL STARTUP INSPECTION AND MAINTENANCE SERVICE**

The following tasks are performed once each year during a shutdown period in order to properly evaluate equipment status and prepare unit for reliable operations, these include but not limited to:

- Check static oil level in each compressor
- Check each compressor oil heater for proper operation
- Check and verify each compressor coupling for bolt tightness
- Check oil level in oil separator vessel near evaporator
- Check oil separator at evaporator and verify heater is working correctly
- Check each motor starter (VSD/Soft Start) for proper cooling fan operation, and all electrical connections for integrity
- Record standby main and control voltages
- Review the Control Panel for setpoints, settings, history buffer
- Review pressure gauge and temperature thermometer accuracy
- Review water treatment system and coordinate with separately contracted company to ensure proper treatment, dosing, conductivity, etc.
- Check cooling tower to include direct drive or belt driven fans, blades, motors
- Check for proper cooling tower makeup water circuit operation
- Check all plant water pumps, to include cooling tower, brine, ice melt, etc. Check for noisy bearings, proper coupling tightness, leaks, insulation, etc.
- Provide “additional listed services” as listed, such as Ammonia testing, Brine testing, etc.
- Check and verify Ammonia Leak Detection System
- Startup plant
- Verify all operating conditions, head pressures, zone brine temperatures, etc. This is a multiple day service in which the plant is operated and adjusted for exact outside temperatures and conditions
- Check for proper heat transfer at the evaporator, condenser and each zone.
- Check unloader operation (mechanical, electrical, or motor drive).
- Check operation of evaporator level control system and operating ammonia level in evaporator.
- Provide report on all finding, recommended corrective actions, and repair as necessary.



## **SHUTDOWN SERVICE**

The following tasks prepare the equipment for dormant and intermittent operation, these include but not limited to:

- Pump down ammonia system to acceptable levels and pressures
- Shut down and drain cooling tower, makeup water, etc. to prevent off season damage
- Shut down brine system.
- Check all compressor heaters for proper operation
- Change compressor oil in each compressor.
- Change compressor oil filter in each compressor
- Shut down water treatment season (condenser water)
- Check for proper mechanical room ventilation operation, heater operation
- Check for proper Ammonia Detector operation
- Visually check for oil, refrigerant, and brine leaks in entire plant.
- Grease/lubricate all motor bearings to be prepared for next season startup.

## **OPERATING SEASON INSPECTIONS**

The following inspection items ensure the unit is operating reliably and efficiently through the operating season, these include but not limited to:

- Check the general condition and operation of the unit/system
- Check for proper oil levels and refrigerant charge
- Check the oil temperature and oil sump heater operation
- Check the operation of all controls
- Visually check for oil, refrigerant, brine or water leaks
- Check operation of Variable Speed Drive
- Check full load operation (when available), including proper cooler approach, condenser subcooling, amp draw and tonnage
- Review control panel history and alarm buffer, investigating root-cause and corrective action
- Check oil return system and effectiveness of oil return
- Blow down excess oil as necessary and add oil as necessary to equipment.
- Check and verify receiver ammonia level
- Check and verify operation of refrigerant level control at evaporator
- Log machine operating conditions
- Provide service report for each inspection performed

## **DORMANT SEASON INSPECTIONS**

The following inspection items ensure the unit/system is operating reliably and efficiently through the operating season, these include but not limited to:

- Check the oil temperature and oil sump heater operation.
- Visually check for oil, refrigerant, brine or water leaks.
- Check and verify receiver ammonia level.
- Cycle Brine pumps as necessary.
- Provide service report for each inspection performed.

## **GENERAL TASKS**

The following tasks are performed at each visit to properly service the equipment, these include but not limited to:

- Equipment consultation with the operator to review operating conditions
- Review operating procedures and owner's log with operator
- Log operating conditions after the system and unit/system is stabilized.
- Provide a complete report to owner with any recommendations for repairs or unit upgrading with a formal proposal prior to completing work
- Repair insulation removed for inspection and maintenance procedures
- Clean equipment and surrounding areas upon completion of work.

License Information:

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

Entity name:

APPLIED INDUSTRIAL SYSTEMS, LLC

Business name:

APPLIED INDUSTRIAL SYSTEMS

Entity type:

Limited Liability Company

UBI #:

605-224-344

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

4784 W CASBERG BURROUGHS RD  
DEER PARK WA 99006-8402

Mailing address:

4784 W CASBERG BURROUGHS RD  
DEER PARK WA 99006-8402

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="#">Cheney General Business - Non-Resident</a>				Active	Apr-30-2026	Nov-19-2024
<a href="#">Minor Work Permit</a>				Active	Apr-30-2026	Sep-19-2024
<a href="#">Moses Lake General Business - Non-Resident</a>	BL2024-0466			Active	Apr-30-2026	May-31-2024
<a href="#">Richland General Business - Non-Resident</a>				Active	Apr-30-2026	Jun-20-2024
<a href="#">Spokane General Business - Non-Resident</a>				Active	Apr-30-2026	May-01-2023
<a href="#">Union Gap General Business - Non-Resident</a>				Active	Apr-30-2026	Sep-27-2024
<a href="#">Walla Walla General Business - Non-Resident</a>				Active	Apr-30-2026	Nov-15-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ENVOLSEN, KEITH	
ENVOLSEN, MICHELLE	

## Registered Trade Names

Registered trade names	Status	First issued
APPLIED INDUSTRIAL SYSTEMS	Active	May-01-2023

The Business Lookup information is updated nightly. Search date and time: 12/4/2025 12:28:12 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2025

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>  <b>North Town Insurance</b> <b>5727 N Division St</b> <b>Spokane, WA 99208</b>	<b>CONTACT NAME:</b> Joseph Armand <b>PHONE (A/C, No, Ext):</b> (509)483-3030 <b>FAX (A/C, No):</b> (509)413-0900 <b>E-MAIL ADDRESS:</b> joseph@northtowninsurance.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>24082</b>
<b>INSURED</b>  <b>Applied Industrial Systems LLC</b> <b>4784 W Casberg Burroughs Rd</b> <b>Deer Park, WA 99006-8402</b>		


**COVERAGES****CERTIFICATE NUMBER:** 95955320-250317095131**REVISION NUMBER:** 2

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS66223076	06/05/2025	06/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	Y	BAS69198870	06/05/2025	06/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	BAS69198870	06/05/2025	06/05/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	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 type="checkbox"/>	N / A	BKS66223076	06/05/2025	06/05/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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)

**HVAC Operations****CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	<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>  <b>AUTHORIZED REPRESENTATIVE</b>  (JJA)
---	--

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance			<b>Committee meeting date:</b> Dec. 9, 2026
<b>Requester</b>	Carl Strong		<b>Phone number:</b> Ext 5415	
<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)	Maintain & Care	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First	
<b>Item title:</b> (Use exact language noted on the agenda)	Pacific Golf & Turf / Large John Deere mower purchase for sport complexes / \$101,111.01 (plus applicable tax)			
<b>Begin/end dates</b>	Begins: 12/11/2025	Ends: 12/10/2026	<input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> Sports turf is mowed at a lower height and higher frequency, therefore a separate mower is used at the sports complexes. This mower was purchased in 2010 when Dwight Merkel originally opened. This mower needs to be replaced as it is experiencing major mechanical problems. Mower usage is tracked by hours. The sports complex mower has 7,400 hours, which, converted to miles is over 500,000 miles. Typically a new mower could take anywhere from 2-6 months to receive. It is imperative we move on this quickly before the mowing season gets underway. This will be purchased through the Washington State Lawn & Grounds contract # 28123 (PG 4S CG 22)				
<b>Motion wording:</b> Motion to approve the purchase of a John Deere 9009A TerrainCut Rough Mower from Pacific Golf & Turf in the amount of \$101,111.01 (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: Pacific Golf & Turf Name: Steve Lebsack    Email address: slebsack@pacificgolfturf.com    Phone: 509-879-5117				
<b>Distribution:</b> Parks – Accounting    Thea Prince Parks – Sarah Deatrich    Al Vorderbrueggen Requester: Carl Strong Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$101,111.01    Budget code: 1950-54920-94760-56401				
<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: 8/31/26 <input type="checkbox"/> Insurance Certificate				



## Customer:

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

**For any questions, please contact:**

**STEVE LEBSACK**

Pacific Golf & Turf LLC 6206 E Trent Ave  
Bld 2 St-a  
Spokane, WA 99212

Tel: 509-879-5117

Email: [slebsack@pacificgolfturf.com](mailto:slebsack@pacificgolfturf.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 33568725

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE  
SENT TO DELIVERING DEALER:**

Pacific Golf & Turf LLC  
6206 E Trent Ave Bld 2 St-a  
Spokane, WA 99212  
509-879-5117  
Wtaft@pacificgolfturf.com

---

30 October 2025

809 N WASHINGTON ST  
SPOKANE, WA 99201

Carl and Larry-

Please see the Washington State Lawn and Grounds state contract pricing for the John Deere 9009A rotary rough mower you have requested.

Thank you for this opportunity

Sincerely

STEVE LEBSACK  
509-879-5117  
Pacific Golf & Turf LLC





---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

---

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Pacific Golf & Turf LLC  
6206 E Trent Ave Bld 2 St-a  
Spokane, WA 99212  
509-879-5117  
Wtaft@pacificgolfturf.com

---

### Quote Summary

**Prepared For:**

CITY OF SPOKANE PARKS AND REC  
809 N WASHINGTON ST  
SPOKANE, WA 99201  
Business: 509-625-6205

**Delivering Dealer:**

**Pacific Golf & Turf LLC**  
STEVE LEBSACK  
6206 E Trent Ave Bld 2 St-a  
Spokane, WA 99212  
Phone: 509-879-5117  
slebsack@pacificgolfturf.com

---

**Quote Id:** 33568725  
**Created On:** 30 October 2025  
**Last Modified On:** 04 December 2025  
**Expiration Date:** 04 January 2026

---

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 9009A TerrainCut Rough Mower <b>Contract:</b> WA Lawn and Grounds 28123 (PG 4S CG 22) <b>Price Effective Date:</b> November 1, 2024	\$ 101,111.01 X	1 =	\$ 101,111.01
<b>Equipment Total</b>			<b>\$ 101,111.01</b>

---

<b>Trade In Total</b>	<b>\$ 0.00</b>
-----------------------	----------------

---

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 101,111.01
Trade In	
SubTotal	<b>\$ 101,111.01</b>
Sales Tax - (9.10%)	\$ 9,201.10
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 110,312.11
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 110,312.11</b>

---

Salesperson: X\_\_\_\_\_

Accepted By: X\_\_\_\_\_

Confidential



# Selling Equipment

Quote Id: 33568725

Customer Name: CITY OF SPOKANE PARKS AND REC

**ALL PURCHASE ORDERS MUST BE MADE OUT**

**TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT**

**TO DELIVERING DEALER:**

Pacific Golf & Turf LLC  
6206 E Trent Ave Bld 2 St-a  
Spokane, WA 99212  
509-879-5117  
Wtaft@pacificgolfturf.com

## JOHN DEERE 9009A TerrainCut Rough Mower

**Contract:** WA Lawn and Grounds  
28123 (PG 4S CG 22)

**Price Effective Date:** November 1, 2024

**Selling Price \***  
\$ 101,111.01

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
144ATC	9009A TerrainCut Rough Mower	1	\$ 130,406.00	23.00	\$ 29,993.38	\$ 100,412.62	\$ 100,412.62
<b>Standard Options - Per Unit</b>							
001A	United States/Canada	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
9764	Canopy Kit	1	\$ 907.00	23.00	\$ 208.61	\$ 698.39	\$ 698.39
<b>Standard Options Total</b>			<b>\$ 907.00</b>		<b>\$ 208.61</b>	<b>\$ 698.39</b>	<b>\$ 698.39</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 131,313.00</b>		<b>\$ 30,201.99</b>	<b>\$ 101,111.01</b>	<b>\$ 101,111.01</b>



License Information:

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

**Entity name:** PACIFIC GOLF & TURF LLC

**Business name:** PACIFIC GOLF & TURF LLC

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

**UBI #:** 603-531-046

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 6206 E TRENT AVE  
BLDG 2, STE A  
SPOKANE VALLEY WA 99212

**Mailing address:** PO BOX 16758  
PORTLAND OR 97292-0758

**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="#">Spokane General Business - Non-Resident</a>				Active	Aug-31-2026	Mar-08-2024
<a href="#">Spokane Valley General Business</a>				Active	Aug-31-2026	Jul-27-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DT HOLDINGS LLC	

Registered Trade Names

Registered trade names	Status	First issued
PACIFIC ELECTRIC VEHICLES	Active	Jan-05-2018
PACIFIC GOLF & TURF LLC	Active	Jul-25-2022
RAINIER PARTS	Active	Dec-03-2024

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance			<b>Committee meeting date:</b> Dec. 9, 2026
<b>Requester</b>	Carl Strong			<b>Phone number:</b> Ext 5415
<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)	Maintain & Care	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First	
<b>Item title:</b> (Use exact language noted on the agenda)	Turf Star Western / Large Toro mower purchase for North Side / \$141,059.88 (plus applicable tax)			
<b>Begin/end dates</b>	Begins: 12/11/2025		Ends: 12/10/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Park Operations is tasked with mowing nearly 2,000 acres of turf grass. There are two 16' mowers available for use, one for the north side and one for the south side of the City. The south side mower was replaced a few years ago. The north side mower recently failed and necessary parts are no longer available due to the mower's age. Typically a new mower could take anywhere from 2-6 months to receive. It is imperative we move on this quickly before the mowing season gets underway. This will be purchased through the Washington State OMNIA contract #2023261.				
<b>Motion wording:</b> Motion to approve the purchase of a Toro GM5900 T4 from Turf Star Western in the amount of \$141,059.88 (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: Turf Star Western (Western Equipment Distributors, Inc.) Name: Kelly Bowen    Email address: kelly.bowen@western-equip.com    Phone: TBA				
<b>Distribution:</b> Parks – Accounting    Thea Prince Parks – Sarah Deatrach    Al Vorderbrueggen Requester: Carl Strong Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$141,059.88    Budget code: 1950-54920-94760-56401				
<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: 11/30/26 <input type="checkbox"/> Insurance Certificate				



Pacific Northwest Division  
PO Box 748728  
Los Angeles, CA, 90074-8728  
Phone: 800-585-8001

## QUOTE

Quote Nbr.: **Q011785**  
Order Date: 10/31/2025  
Valid Until:  
Sales Person: TM Kelly Bowen  
Customer ID: 03545  
Reference:  
Payment Terms:  
For: Marsh, Larry

Notes: Price on the OMNIA Contract #2023261 22% off the Toro List Price.  
City of Spokane OMNIA member #1140978

FOR:	SHIP TO:	BILL TO:
City Of Spokane Parks Manito Gardens 810 Stone Spokane WA 99201 United States of America	City Of Spokane Parks 810 N STONE ST Manito Gardens Spokane WA 99202-3730 United States of America	City Of Spokane Parks 810 N STONE ST Manito Gardens Spokane WA 99202-3730 United States of America

NO.	ITEM	QTY.	UOM	PRICE	SALES TOTAL
1	31698: GM5900 T4 Final	1.0000	EA	140,259.6000	140,259.60
2	30669: Universal Sunshade White	1.0000	EA	800.2800	800.28

Signature:

**Quote Total:** 141,059.88  
**Tax Total:** 12,836.45  
**Total (USD):** 153,896.33



Date: October 31, 2025

## Quotation for City Of Spokane Parks

Quote No: Q011785

### **Standard Terms and Conditions:**

All customer orders require a review and either a customer signature on the final TSW quotation or a customer Purchase Order which includes the TSW quotation. In addition the customer must include a preferred delivery date, and any specific set-up requirements, such as Height of Cut, and the payment method must be pre-approved by TSW before proceeding with the order's acceptance.

All equipment sales are final, as most equipment is custom and specific to an application. Order cancellations must be approved in advance by TSW and will incur a 15% restock and handling fee.

### **Office Locations:**

#### **Northern California:**

3928 N. Blattela Lane  
Fresno, CA 93727

11373 Sunrise Gold Circle  
Rancho Cordova, CA 95742

#### **Southern California:**

79-893 Country Club Drive  
Bermuda Dunes, CA 92203

955 Beacon Street  
Brea, CA 92821

2255 Meyers Avenue  
Escondido, CA 92029

#### **Pacific Northwest:**

1750 Industrial Dr. NE  
Salem, OR 97301

5869 South 194th  
Kent, WA 98032

2824 East Garland  
Spokane, WA 99207

**(800) 585-8001**



#### **WARNING:**

Cancer and Reproductive Harm - <http://www.P65Warnings.ca.gov>  
For more information, please visit <https://www.ttcoCAProp65.com>

#### **CALIFORNIA SPARK ARRESTER WARNING:**

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation  
A spark arrester may be required.  
The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** WESTERN EQUIPMENT DISTRIBUTORS, INC.**Business name:** TURF STAR WESTERN**Entity type:** [Profit Corporation](#)**UBI #:** 603-059-455**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 5869 S 194TH ST  
STE 102  
KENT WA 98032-2142**Mailing address:** 955 BEACON ST  
# BREA  
BREA CA 92821-2925**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

&lt; Page 3 of 3 &gt;

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>	T12111866BUS			<a href="#">Active</a>	Nov-30-2026	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>				<a href="#">Active</a>	Nov-30-2026	Nov-24-2025
<a href="#">Sunnyside General Business - Non-Resident</a>				<a href="#">Active</a>	Nov-30-2026	Nov-25-2025
<a href="#">Tukwila General Business - Non-Resident</a>				<a href="#">Active</a>	Nov-30-2026	Nov-20-2025
<a href="#">University Place General Business - Non-Resident</a>				<a href="#">Active</a>	Nov-30-2026	Nov-21-2025
<a href="#">Vancouver General Business - Non-Resident</a>				<a href="#">Active</a>	Nov-30-2026	Nov-21-2025
<a href="#">Washougal General Business - Non-Resident</a>				<a href="#">Pending</a>	Nov-30-2026	
<a href="#">Wenatchee General Business - Non-Resident</a>				<a href="#">Active</a>	Nov-30-2026	Nov-24-2025





Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Woodinville General Business - Non-Resident				Active	Nov-30-2026	Nov-24-2025
Yakima General Business - Non-Resident				Active	Nov-30-2026	Nov-20-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GUERRA, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
WESTERN EQUIPMENT	Active	Nov-01-2010
WESTERN EQUIPMENT DISTRIBUTORS INC	Active	Nov-01-2010

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The Business Lookup information is updated nightly. Search date and time: 12/4/2025 10:34:13 AM

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf			<b>Committee meeting date:</b> December 9, 2025
<b>Requester</b>	Mark Poirier		<b>Phone number:</b> 509-625-4653	
<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 2019-0940			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	TBD	<b>Master Plan Priority Tier:</b> (pg. 171-175)	TBD	
<b>Item title:</b> (Use exact language noted on the agenda)	Steve Conner dba Riverlinks Golf Inc. / Downriver golf professional contract renewal/amendment / over \$50,000			
<b>Begin/end dates</b>	Begins: 01/01/2026		Ends: 12/31/2030	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> In early 2019 City of Spokane went through the RFP process, administered by Purchasing Department for golf professional contract services for years 2020-2024, in which Steve Conner was awarded. Due to impacts of business during the irrigation project at Downriver Golf Course, there was a 1-year extension approved and added to the first 5 years of this contract.  Current contracting golf professional Steve Conner, dba Riverlinks Golf Inc., has exercised his option for a 5-year renewal for years 2026-2030.  For the duration of this next 5-year term, past contract section 7.2 language will be omitted.				
<b>Motion wording:</b> Approve a 5-year renewal contract between the City of Spokane and Golf Professional Steve Conner, PGA professional dba Riverlinks Golf Inc.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Steve Conner dba Riverlinks Golf Inc. Name: Steve Conner    Email address: sconner@spokanecity.org    Phone: 509-993-6859				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: over \$50,000 (see contract details)    Budget code: 4600-55200-76680-54101				
<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 checked="" type="checkbox"/> Business license    Expiration date: 12/31/25 <input checked="" type="checkbox"/> Insurance Certificate				



**City of Spokane**  
**Parks and Recreation Division**

**2026 AGREEMENT FOR RENEWAL OF  
OPERATIONS AT DOWNRIVER  
MUNICIPAL GOLF COURSE**

This Agreement made and entered into this 1<sup>st</sup> day of January 2026, by and between the **SPOKANE PARKS AND RECREATION DIVISION**, a municipal corporation of the State of Washington, as ("Parks and Recreation Division"), and **STEVE CONNER, PGA GOLF PROFESSIONAL d/b/a RIVERLINKS GOLF INC.**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

**WHEREAS**, the Parks and Recreation Division is the owner of Downriver Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

**WHEREAS**, the services of a Golf Professional at Downriver Municipal Golf Course are desired to operate the concession as well as to provide Golf Professional services throughout the playing season; and

**WHEREAS**, the Parks and Recreation Division wishes to contract with the Professional for the operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and Practice Range.

**-- NOW, THEREFORE**, pursuant to the requirements of the Charter of the Parks and Recreation Division, and in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS.**

This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific and applicable federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED.**

The Parks and Recreation Division hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at Downriver Municipal Golf Course at 3225 North Columbia Circle, Spokane, Washington.

2.1 The Concession Premises/Location. The concession shall be conducted on the golf course known as Downriver Municipal Golf Course ("Premises").

2.2 Condition of Premises. The Professional and Golf Manager will conduct a walkthrough inspection before 1/1/2026 to determine if any repairs are necessary. If repairs are mutually determined necessary, the Parks and Recreation Division will make necessary arrangements and be financially responsible to complete those immediate repairs before April 1, 2026. Any repairs not noted or discovered in the mutual walk through inspection, will exclusively be the sole financial responsibility of the Professional whom inspected and examined the Premises, and all facilities, appurtenances and fixtures thereon and accepts the same in their present "AS-IS" condition and agrees the City assumes no liability for and damages or lost revenue to the Professional resulting from any conditions that existing prior to the date of his signature and agrees to make no claims against the City for course contentions that existed prior to the date of signature. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Division without prior written consent of the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.9(g) of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

### Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.**

The following duties and responsibilities shall be the obligation of the Professional, his agents, representatives and employees.

3.1 Lessons. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons during normal operating hours throughout the golfing season. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.

#### 3.2 Men's and Ladies' Clubs.

a. The Professional must offer a minimum of one (1) clinic per season for each Men's and Ladies' Clubs.

b. The Professional must provide good faith efforts to increase active membership in the Men's and Ladies' Clubs.

#### 3.3 Practice Range.

a. The Professional must supply ONE THOUSAND (1,000) dozen (12 balls per dozen) top-quality, clean range balls, at all times during the golfing season.

b. Range balls shall be picked up daily or as appropriate to ensure availability and must be easily accessible to the golfing public.

### 3.4 Pro Shop.

a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.

b. The Pro Shop must be staffed with at least two (2) people during "prime time" to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one (1) staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The Pro Shop must be OPEN and staffed no later than daylight at all times during the golfing season.

c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers; maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

### 3.5 General Responsibilities.

a. Cooperate with the Golf Manager to participate in the successful operation of the Pro Shop, golf course, golf course premises, clubhouse, restaurant and golf professional activities and meet the goals and expectations of the Golf Committee and Spokane Park Board as defined in this Agreement.

b. Supporting and enforcing Parks and Recreation Division policies to staff and the golfing public.

c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

- d. Enforce all rules and operations established by the Park Board of the Parks and Recreation Division, including adherence to the free play policy approved by the Park Board.
- e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and shall be performed in accordance with Section 8.1 (below), delineating timely transfer of fees and/or payments to the Parks and Recreation Division.
- f. Report tournament, fee, and sponsorship schedules to the Golf Manager each month.
- g. Turn the heat down to sixty (60) degrees when the Clubhouse/restaurant is closed.
- h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.
- i. Keeping the Golf Course open for the prescribed hours of play as described in the Parks and Recreation Golf Operations Manual.
- j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.
- k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include at least two (2) PGA Members or PGA Associates in good standing. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.
- l. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board.
- m. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Division in having an efficient and successful operation at the Golf Course.
- n. The Professional may conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose so long as the Professional obtains the prior express written consent of the Golf Manager. All outside activities on Golf Course premises need prior approval, and revenue received will be

divided with the Professional receiving sixty percent (60%) and the Parks and Recreation Division forty percent (40%).

o. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.

p. The Professional or designee shall make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Division grounds, and Golf Course during the playing season, and shall report any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious for the life of the Agreement. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.

q. Use good faith efforts to promote increased play and income during identified slow-play periods.

r. Upon City request, the Professional shall provide documentation that dollars (\$) were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.

s. Professional or PGA affiliate shall be available for consistent contact with Men's and Ladies' Clubs, Tournament Chairperson(s) and outside groups.

t. The Professional or PGA certified designee must cooperate with and be easily accessible daily by the golfing public and organized groups.

u. The Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, practice range conditions, tournaments, and special events. Disputes between the Professional and the Golf Course Superintendent will be resolved by the Golf Manager.

v. Equal treatment of all golfers.

w. Handle reservations in a fair and open manner as per Parks and Recreation Division guidelines.

x. Promote Men's and Ladies' Club memberships and leagues.

y. Consistently attend Men's and Ladies' Club meetings and events.

- z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.6 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Division to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Division may at any time enter into a sponsorship agreement to promote the operation of the golf course and may share a percentage of the revenue with the Professional, depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Division may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as mutually agreed between the Professional and the Golf Manager.

3.7 Management Duties.

- a. Professional must be current in the PGA Certification Program.
- b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.
- c. Cooperate with the Parks and Recreation Division's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Division - City sponsored Junior golf program. This is either the Professional or his/her Assistant(s) responsibility.
- d. Play in Pro/Ams, or allow staff to play in Pro/Ams; to promote the golf course and provide club members an opportunity to participate in said events.
- e. Ensure a high-caliber, quality staff and institution of an ongoing staff-training program, as provided by PGA.
- f. Make a good faith effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.8 Restaurant/Food Service.

- a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/restaurant and for furnishing an adequate stock of food & beverage (F & B) supplies for the operation of the restaurant. The Professional may provide F & B services at other locations throughout the Golf Course, with the express prior written consent of the Golf Manager.



b. The Cafe operation shall be friendly, courteous, and efficient; with quality service, F & B items and clean appearance. Staff shall have a neat and clean appearance.

c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to this Agreement.

d. The Professional will be solely responsible for obtaining all required F & B permits and licenses and complying with the Spokane Regional Health District Food Safety program.

3.9 Pro shop, Clubhouse/restaurant maintenance.

a. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.

b. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning of all carpets at least once a year, annual cleaning of all chairs, daily maintenance of all lavatories, washbasins, other interior furnishings equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times in a manner to the satisfaction of the Parks and Recreation Division.

c. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

d. The Professional shall keep the bulletin/reader board updated monthly and free of out-of-date notices on a daily basis.

e. The Professional will be responsible for one hundred percent (100%) of all personal telephones, fax machines, computer equipment and services. Additionally, the Professional will be responsible for fifty percent (50%) of the Parks and Recreation Division telephone service. The Parks and Recreation Division will pay the natural gas and electric charges and will reimburse the professional for one hundred (100%) of internet expenses related to operating the provided point of sale system.

f. The Parks and Recreation Division encourages capital project improvements by the Professional. Prior to capital project approval the

Parks and Recreation Division will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, the Parks and Recreation Division will buy-out the remaining value. All improvements will be clearly defined and become an agreed upon written Addendum to this Agreement.

g. The Parks and Recreation Division will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

### 3.10 Golf Carts.

a. The Professional shall make a minimum of fifty (50) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five (5) years old unless with written permission from the Golf Manager and the appearance and condition of the fleet is in satisfactory condition and passes an annual inspection with the Golf Manager and Professional.

b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Division has the option to purchase or assume lease of those carts upon expiration or early termination of this or subsequent agreements, at current appraised value, from the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) The Parks and Recreation Division must approve the purchase price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Division; and

ii) The carts purchased will be subject to a five-year (5) amortization of the agreed upon purchase price; and

c. Arrangement shall be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel, which shall only be dispensed from an approved above ground fuel tank. If Professional installs his/her own tank, location must be prior approved by the Parks and Recreation Division. The Professional may request to purchase fuel from the Parks and Recreation Division. All fueling arrangements will be made between the Professional and the Golf Manager.

#### Section 4. **TERM.**

This renewal Agreement shall commence on January 1, 2026, and shall terminate December 31, 2030. This is the second Agreement with the Professional (the first term of this Agreement was for January 1, 2020 and expired December 31, 2024. A one-year extension of that Agreement was granted until December 31, 2025.) This extension is conditioned on the Professional's previous Term's operation having been performed to sole discretion of the Park Board and the Golf Manager's satisfaction. This Agreement does not preclude the Parks Division from issuing Requests For Proposals (RFP) for the following term.

4.1 **Annual Evaluation.** The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15<sup>th</sup> of each year and prior to any Agreement extension. Results of the annual evaluation will be discussed and shared with the Golf Committee.

#### Section 5. **GOLF MANAGER.**

The Golf Manager shall be the designated representative of the Parks and Recreation Division for the purpose of supervising and managing the Golf Course grounds, Clubhouse/restaurant operations, and to ensure compliance with the terms and conditions of this Agreement. The Professional shall first address any concerns to the Golf Manager.

5.1 **Maintenance.** The Parks and Recreation Division shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, snow removal in the parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole expense of the Professional. If the Professional and Golf Manager disagree on the definition of appropriate maintenance, a mutually agreed third-party will be consulted to reach a resolution.

5.2 **Golf Course Marshal.** The Parks and Recreation Division may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts, as well as provide other customer service as directed by the Golf Manager.

5.3 **Rules and Regulations.** The Park Board of the Parks and Recreation Division shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to: minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and restaurant are to be kept open each day and each week, amount of

all fees, including but not limited to: Greens fees, private cart daily fees, annual private cart permit fees and season ticket fees.

Section 6. **COLLECTION OF FEES BY PROFESSIONAL.**

6.1 Unless granted a waiver the Professional shall cause to be delivered and deposited in the Parks and Recreation Division's designated bank, once every twenty-four (24) consecutive hours, monies collected due and owing to the Parks and Recreation Division and all greens fees, all deposit receipts, required reports and season ticket sales. The Professional may deduct those amounts owed to him as provided in Section 6.1. In the event of a deposit shortage, the Golf Professional will be responsible for the entire amount of the shortage in the deposit. In the event of an overage in the deposit, the Golf Professional and the Parks and Recreation Division will equally split the amount of the overage. The Professional shall deliver all deposit receipts and required reports to the Parks and Recreation Division accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.

6.2 The Parks and Recreation Division shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall use such system for all fees and monies collected and received at the Golf Course; however, the Professional may install and maintain at his expense a system for Restaurant and lesson sales if such system is prior approved in writing by the Golf Manager. The Professional shall permit the Parks and Recreation Division, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course.

6.3 At the end of the year, a financial report shall be sent to the Parks and Recreation Division of Spokane.

6.4 The Professional shall follow the collection of fees process as currently directed by Parks and Recreation Division, to include the City of Spokane Cash Handler Policy and Procedures Manual.

Section 7. **COMMISSION / SPLIT CONSIDERATION.**

7.1. **Consideration paid to Parks and Recreation.**

Parks and Recreation Division shall be entitled to the following proceeds:

- a. ONE PERCENT (1%) of gross receipts from the operation of the practice range;
- b. ONE PERCENT (1%) of gross receipts from rental of golf carts and pull-carts;

- c. ONE PERCENT (1%) of gross receipts from Pro Shop sales, which include club rentals;
- d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;
- e. FORTY PERCENT (40%) of gross receipts from facility rentals. This includes the upstairs apartment, should it be rented by the Professional during the Term of this Agreement.
- f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;
- g. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks and Recreation Division.
- h. NINETY-TWO AND ONE-HALF PERCENT (92.5%) of Greens Fees.

7.2. Consideration paid to the Professional.

The Professional shall be entitled to the following:

- a. NINETY-NINE PERCENT (99%) of gross receipts from the operation of the driving range.
- b. NINETY-NINE PERCENT (99%) of gross receipts from rental of golf carts and pull carts.
- c. NINETY-NINE PERCENT (99%) of gross receipts from Pro Shop sales, including club rentals.
- d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.
- e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented by the Professional during the Agreement.
- f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
- g. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.
- h. SEVEN AND ONE-HALF PERCENT (7.5%) of Green Fees.

### 7.3 Apartment.

The Professional, at this option, may have use of the apartment, located at Downriver Golf Course, during the Term of this Agreement. The Professional shall be responsible for minor repairs, up to \$500.00 per repair. If the Professional decides not to use the apartment, the Parks and Recreation Division shall have the right to rent or use the apartment, as it chooses.

### 7.4 Capital Improvements.

The Professional agrees to fund capital improvements at the golf course during the contract period as partial consideration for the City taking the same percentage of green fees range and cart rental fees. The Professional agrees these improvements will belong to the City and the conclusion of this contract period and will not be included under the 2019 or 2026 Agreement for Operation Downriver Golf Course 3.9 (f) depreciation schedules for reimbursement. Capital improvements have an estimated value of \$125,000. These capital improvements include:

- a. Adding a customer deck to the south side of the building overlooking the 18<sup>th</sup> green.
- b. Improving the aesthetics of the golf corral storage area by constructing a cinderblock wall with gates/doors
- c. Remodel the Pro Shop retail space
- d. Replacing kitchen equipment as necessary

#### **[Completed projects performed in previous 6-year Agreement (\$100,000 estimated value)]**

- \* e. Covered structure built over deck to improve customer experience
- \* f. Deck beam replacement
- g. New carpet in the entire building
- h. Two door freezer in restaurant
- i. Drinking fountain with bottle fill

\* Projects done in lieu of the south side deck expansion.

## Section 8. **INDEMNIFICATION, INSURANCE, BOND.**

### 8.1 Indemnification.

The Professional shall defend, indemnify, and hold Parks and Recreation and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage

which arise from the Professional's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the Professional to indemnify Parks and Recreation against and hold harmless the Parks and Recreation from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Professional's agents or employees and Parks and Recreation, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Professional, its agents or employees. The Professional specifically assumes liability and agrees to defend, indemnify, and hold Parks and Recreation harmless for actions brought by the Professional's own employees against Parks and Recreation and, solely for the purpose of this indemnification and defense, the Professional specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Professional recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold harmless Parks and Recreation provided for in this section shall survive any termination or expiration of this agreement.

## 8.2 Insurance.

During the period of the Agreement, the Professional 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:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Professional's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with the Professional's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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 Professional or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Professional 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 the Professional'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 Professional shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8.3 Bond. The Professional shall continuously maintain at his sole expense a Surety/payment guarantee or employee dishonesty Bond covering collection of fees on the Premises for the benefit of the Parks and Recreation Division. The Bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage, both inside and outside the Premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).

8.4 Proof of the above requirements must be provided to the Parks and Recreation Division upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days prior written notice to the Parks and Recreation Division of any cancellation, expiration, modification, or reduction in coverage or liability limits.

#### Section 9. **INDEPENDENT CONTRACTOR.**

The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Division or City of Spokane, and that no liability shall attach to the Parks and Recreation Division or City of Spokane as a result of the acts or omissions of the Professional, his agents, representatives or employees. The Professional realizes that the Parks and Recreation Division employs other independent contractors as Golf Professionals and that each Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

#### Section 10. **TERMINATION.**

The Parks and Recreation Division reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the terms and conditions of this Agreement. The Parks and Recreation Division Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Professional for all work previously authorized and performed prior to the termination date.

- i) Enter the Golf Pro Shop and Golf Course and take immediate



possession thereof;

ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Division, which shall have accrued to the time of termination of the Professional's rights.

a. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Division, including but not limited to, by allowing play at less than the posted rates (excluding discounted rates approved by the Golf Manager).

b. The Professional is subject to immediate termination if the Professional or any employee is knowingly found to be in violation of food service regulations and/or alcohol service regulations/laws and/or a State issued audit finding solely due to the actions of the Professional.

c. The Professional may terminate this Agreement by giving ninety (90) days prior written notice. Such notice shall be given to the Golf Manager.

Section 11. **TIME TO BE DEVOTED BY PROFESSIONAL.**

a. General. It is mutually understood the primary function of the Professional shall devote such time as necessary to satisfactorily and wholly carry out the duties of this Agreement.

b. Golf Season. During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted during the season.

c. Non-Golf and Off-Season Activities. Golf Professional acknowledges that it is the Parks and Recreation Division's intent to potentially implement, at its expense, non-golf recreational programs such as hiking, biking, cross-country skiing, snowshoeing, and other similar programs on or near the Golf Course facilities. The Parks and Recreation Division will consult with the Professional to develop said programs and identify potential operational issues with said activities to minimize conflicts with golf operations.

## Section 12. **REFUSE CHARGES.**

The Professional will pay the Clubhouse/restaurant refuse charges during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Division to stop regular pick-up and to be certain that service will be changed as necessary to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Division when pick-up is necessary. The Parks and Recreation Division will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again re-opens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Division to resume regular pick-ups.

In essence, the Parks and Recreation Division pays for refuse pick-up only during December, January and February.

The Written communications and notices directed above shall be copied and sent to the Golf Manager, Parks and Recreation Division, 5<sup>th</sup> Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

## Section 13. **TAXES, FEES AND LICENSES.**

The Professional shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Professional's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

## Section 14. **ASSIGNMENT AND SUBCONTRACTING.**

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

Section 15. **SEVERABILITY.**

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

Section 16. **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 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 17. **NON-WAIVER.**

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

Section 18. **LIENS.**

The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and shall keep the Premises free and clear of all liens for work performed thereon.

Section 19. **DISPUTES.**

If Parks and Recreation objects to all or any portion of an invoice, it shall notify the Professional 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.

Section 20. **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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The

Professional agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

Section 21. **AUDIT / RECORDS.**

The Professional and its sub-contractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional and its sub-contractors shall provide access to authorized Parks and Recreation representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

Section 22. **DEBARMENT AND SUSPENSION.**

The Professional 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Entered into Agreement on this \_\_\_\_\_ day of December, 2025.

STEVE CONNER, DBA  
RIVERLINKS GOLF INC.

CITY OF SPOKANE  
PARKS AND RECREATION DIVISION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Attachments that are a part of this Agreement:

Exhibit A - Debarment Certification

M25-337

## 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 certifies, 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)



City of Spokane  
**PARKS**  
& RECREATION



*November '25*  
*Financials*

# Parks Financials



## Key Concepts:

- November had a net gain of \$281,752 which was very comparable to last November.
- Year-to-date, 93% of budgeted revenues have been earned and 87% of budgeted expenses have been spent.
- Year-to-date, Parks is trending right in line with the 2025 budget for total net gain/loss.



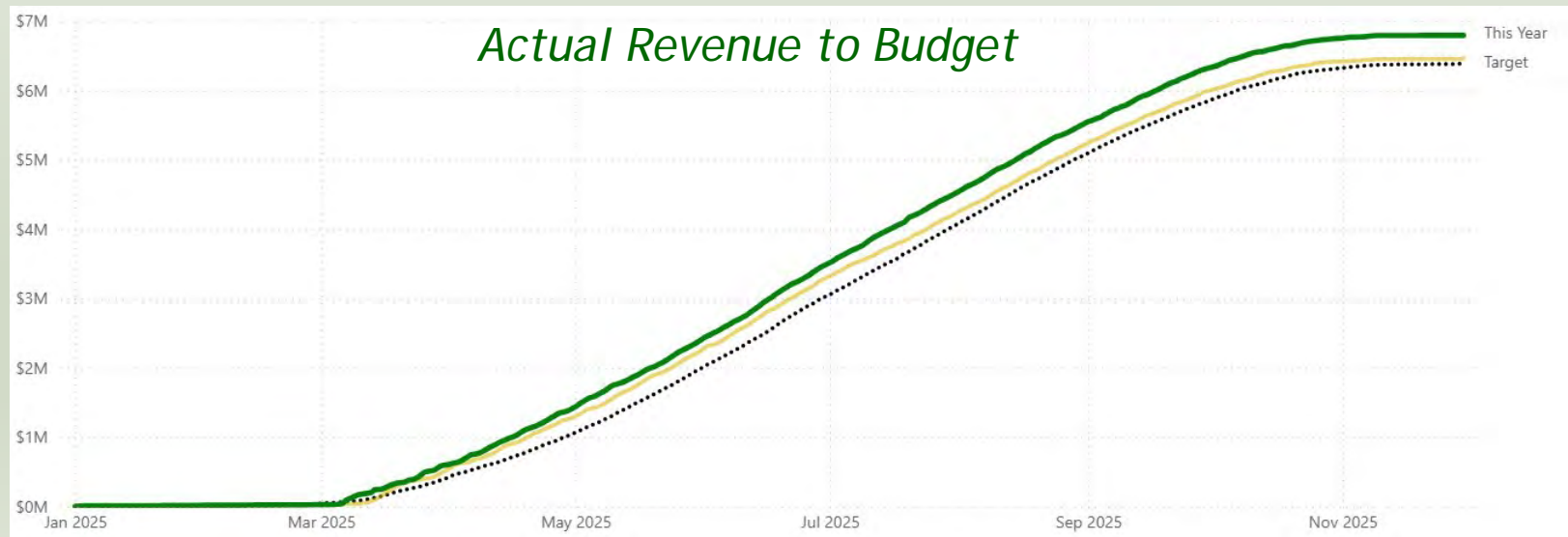
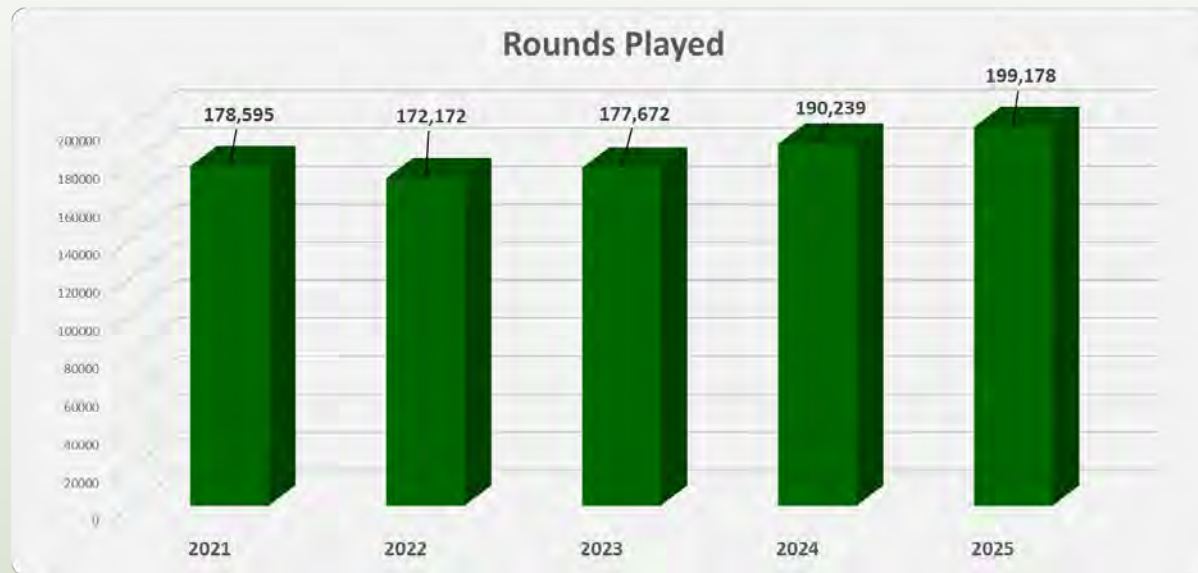
# Golf Financials



## Key Concepts:

- With minimal revenue in November, golf had a net loss of (\$240,528).
- This was an improvement over the (\$610,000) net loss last November due to more capital work completed last November.
- Year-to-date, golf revenues exceed expenses by \$767K (excluding FIF), which is slightly lower than 2024 due to higher expenses this year.

# *Golf Scorecard*





City of Spokane  
**PARKS**  
& RECREATION



*Questions Or  
Comments?*



updated: 04/24/2023 12:57pm

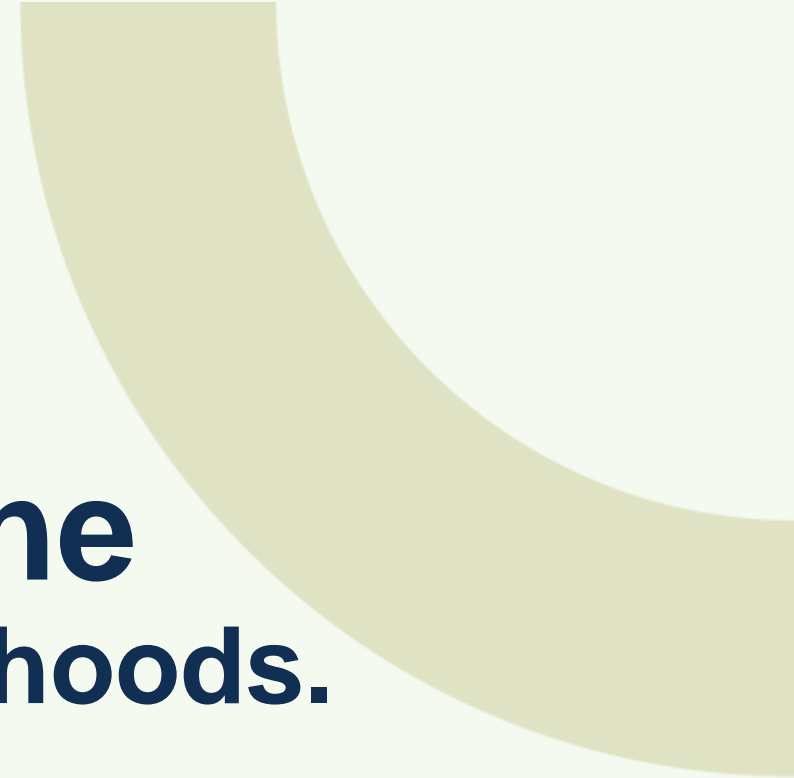


Spokane Public Schools



# **Together Spokane Parks. Schools. Neighborhoods.**

**Park Capital Project Prioritization Framework &  
2026 Park Capital Project List**





THANK YOU  
SP

Community Members Expect Action  
Quickly...In their neighborhood.  
*We all want our parks to be better!*

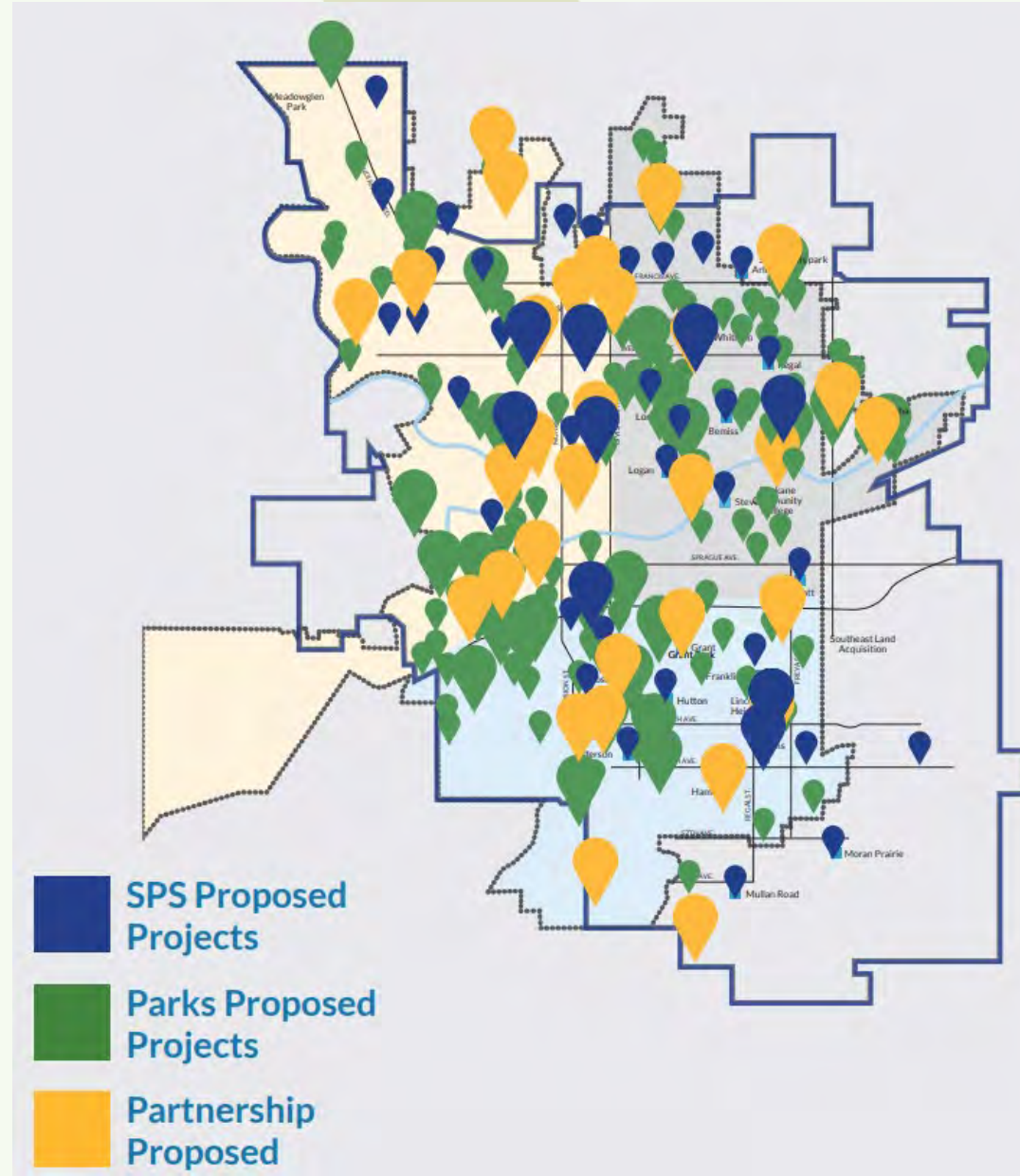




# So Now What?

## Agenda

- *Levy funding reminder*
- *How do we prioritize projects*
- *2026 Project List & Locations*



# Levy Funding - Revenue Allocation

- ***\$12M / year avg. revenue*** (not \$240M at once)
- ***\$9.6M revenue expected in 2026***
  - *\$4.8M in May*
  - *\$4.8M in November*

Levy is best for 'Ongoing, steady investments.'

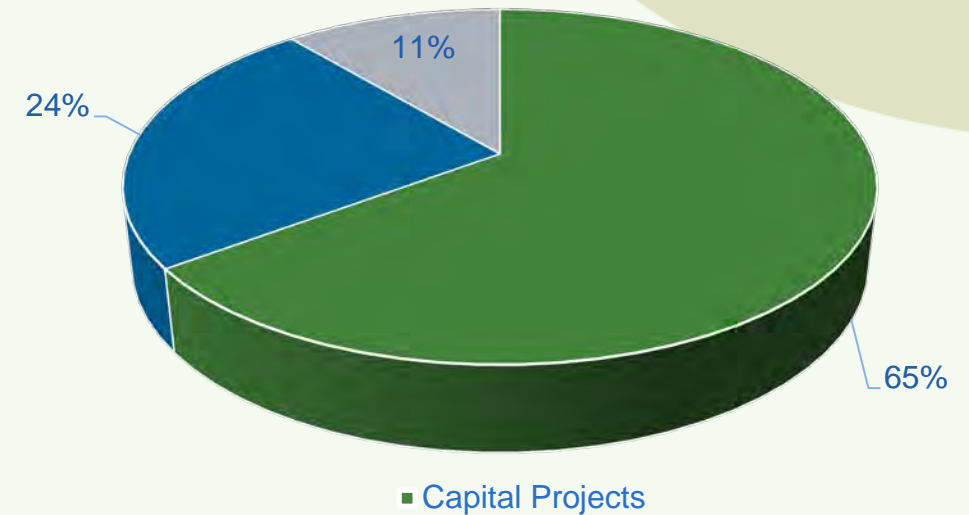


# Levy Funding - Expense Allocation

## Board Direction

- *Prioritize Projects early in levy*
- *3 year operational 'ramp-up'*
- *\$7.0M Capital projects*
- *\$1.3M operations*
- *\$1.3M fund balance*

Levy Revenue Allocation



Levy is best for 'Ongoing, steady investments.'



# Project List in your agenda packet



## 2026 Planned Project List

Project #	DESIGN & CONSTRUCTION PROJECTS	MANAGER	BID DATE	CONSTRUCTION START	CONSTRUCTION END	PROJECT PHASE	PROJECT ACTION	FUNDING SOURCE
<b>PARK CAPITAL PROJECTS - CONSTRUCTION</b>								
1	Make Beacon Hill Public - Phase 2 construction	ELLISON	2025	March '26	November '26	HOLD - FED REVIEW	Contracted. Awaiting start.	Park Fund+County+Grants
2	Riverfront Park - Post Street Parking Lot	ELLISON	2025	March '26	September '26	CONTRACTING	Bids in hand. Contracting.	Park Levy / Public Works
3	BA Clark Park Restroom Renovation	ELLISON	February '26	April '26	August '26	BIDDING	Bid Ready.	Park Levy
4	Comstock Park - Swing Fall Protection	ELLISON	March '26	April '26	May '26	BIDDING	Bid Ready.	Park Levy
5	Cannon Hill Park - Irrigation Replacement	HAMAD	March '26	April '26	October '26	BIDDING	Bid Ready.	Park Fund / Water Dept.
6	Franklin Park Pedestrian Pathway	SMITH	April '26	May '26	September '26	PERMITTING	In Permit Review.	Park Levy
7	High Bridge Park - Disc Golf Course	SMITH	April '26	May '26	July '26	DESIGN	90% design.	Park Fund
8	2026 Sport Court Replacements - AM Cannon Park, Whittier Park	SMITH	April '26	June '26	October '26	DESIGN	concept design.	Park Levy
9	Meadowglen Park Development	ELLISON	March '26	June '26	Spring '27	PERMITTING	In Permit review. 90% design.	Park Levy
10	Riverfront Park PAW Park	HAMAD	Jan '26	May '26	August '26	PERMITTING	90% Design	Park Foundation + Riverfront Bond
11	Cliff Park - Upper Park Restoration & Repair	SMITH	TBD	Fall '26	end '26	DESIGN	pre-design / scoping	Park Levy
12	Corbin Art Center - Veranda & Front Step Restoration	HAMAD	TBD	Summer '26	end '26	DESIGN	pre-design / scoping	Park Levy
13	Friendship Park - Restroom / Playground / Sport Court - option TBD	SMITH	TBD	Summer '26	end '26	SCOPING	pre-design / scoping	Park Levy + Grants
14	Westgate Park - Restroom / Playground - option TBD	SMITH	TBD	Summer '26	end '26	SCOPING	pre-design / scoping	Park Levy
15	Southeast Sports Complex - Restroom & Parking	HAMAD	N/A	Spring '26	September '26	IN CONSTRUCTION	construction	Private Donation

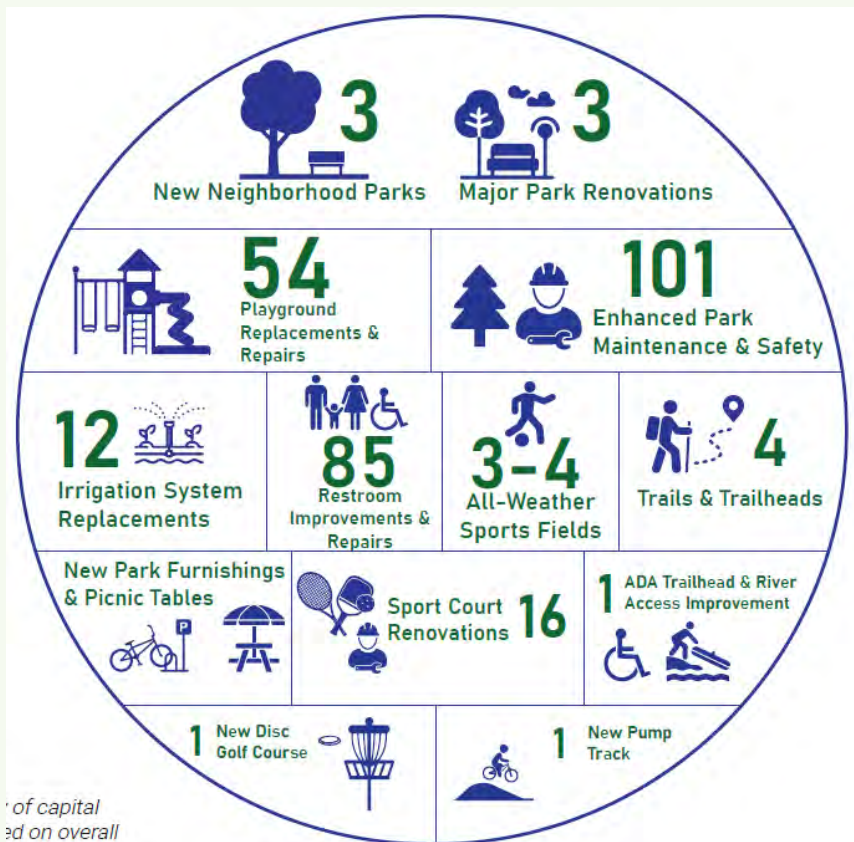
		MANAGER	BID DATE	DESIGN START	DESIGN END	PROJECT PHASE	PROJECT ACTION	FUNDING SOURCE
1	Coeur d'Alene Park Restroom and Playground Replacement	SMITH	Fall '26	February '26	September '26	PROCUREMENT	pre-design / solicitation	Park Levy + Grants
2	Harmon Park Restroom and Playground Replacement	SMITH	Fall '26	February '26	September '26	PROCUREMENT	pre-design / solicitation	Park Levy + Grants
3	Lincoln Park Restroom and Playground Replacement	SMITH	Fall '26	March '26	October '26	SCOPING	pre-design / solicitation	Park Levy
4	Shadle Park Restroom and Playground Replacement	HAMAD	Spring '27	September '26	May '27	SCOPING	pre-design / solicitation	Park Levy
5	Audubon Park Irrigation Replacement	HAMAD	January '27	October '26	January '27	SCOPING	pre-design / solicitation	Park Levy
6	Minnehaha Park Major Renovation	HAMAD	Spring '28	September '26	Fall '27	SCOPING	pre-design / grants	Park Levy
-	-	-	-	-	-	-	-	-

		MANAGER	BID DATE	CONSTRUCTION START	CONSTRUCTION END	PROJECT PHASE	PROJECT ACTION	FUNDING SOURCE
1	Citywide Playground Safety Surfacing	STRONG	January '26	March '26	June '26	BIDDING	Bidding.	Park Levy
2	Citywide Playground Broken Component Replacement	STRONG	January '26	March '26	November '26	BIDDING	Bidding.	Park Levy
3	Citywide Restroom / Concrete / Wood Repair	STRONG	n/a	March '26	December '26	SCOPING	Scoping.	Park Levy
4	Aquatic Center Deck Repairs - AM Cannon / Hillyard / Shadle	ELLISON	February '26	April '26	May '26	DESIGN	Design.	Park Levy
5	Aquatic Center Repairs - Pump Controls / Pipe & Backwash / Boiler Service	STRONG	February '26	ongoing	ongoing	SCOPING	Scoping.	Park Levy
6	Wide Area Mower Purchase (north spokane / merkel)	STRONG	December '25	n/a	n/a	PURCHASING	Contracting.	Park Levy
7	Manito Park Japanese Garden Restroom Roof Replacement	ELLISON	February '26	April '26	May '26	DESIGN	Scoping.	Park Levy



# How do We Prioritize Projects?

- Program Manual Outlines:
  - Approved types of expenses
  - Allocation to projects / operations



of capital  
ed on overall



**HEALTHY PARKS,  
HEALTHY NEIGHBORHOODS**  
Citywide Park Renovation & Improvement

A Part of Together Spokane  
Parks. Schools. Neighborhoods.

Initial program adopted by Park Board in October 2023.  
Updated program (this document) adopted in April 2025.




# Project Prioritization Framework



- **Park Condition**
  - Maintenance need
  - Physical condition
  - performance
- **Needs & LOS**
  - Previous community input
  - System analysis
  - System Gaps
- **Equity Investment**
  - Geographical spread
  - Previous investment
- **Opportunity**
  - Donations / Partnerships / Grants
  - Community initiatives & funding

# Detailed Project Prioritization

<div>  <div> <div>Park Capital Project Prioritization</div> </div> </div>				
Rating Criteria	Description	Scale	Weighting	Weighted Scale
<b>PARK CONDITIONS</b>				25 pts possible 25%
Risk to Health, Safety, Environment	Physical safety hazard present. Use of asset or facility may cause failure resulting in harm to user.	0-5	2	0-10
Asset condition, annual repair costs	Improvement in parks and facilities that are in failing to poor condition. Investment required to retain asset or restore asset for continued use.	0-5	2	0-10
Historical Capital Investment	Level of historical park/facility investment	0-5	1	0-5
<b>NEEDS &amp; LEVEL OF SERVICE</b>				35 pts possible 35%
Community Identified Need	Asset or amenity identified as community desire by public input & survey. Improvement is a Tier 1, Tier 2, or Tier 3 community desire.	0-5	2	0-10
Technical Assessment Identified Need	Asset or amenity identified in technical system review as needed.	0-5	1	0-5
O&M or Programming Service Improvement	Improvement enhances maintenance & operation service delivery or recreational program service delivery, yielding cost savings or revenue increase.	0-5	2	0-10
Service Level Increase Using Ex. Land	Improves level of park service by adding new recreation or park amenity on existing City land.	0-5	2	0-10
<b>EQUITY INVESTMENT</b>				15 pts possible 10%
Social & Environmental Equity Zone	Improvement is within established social & environmental equity zones (N/A, low, med, high).	0-5	1	0-5
Geographic Park Gap	Improvement enhances neighborhood park access and is within identified park gap	0-5	2	0-10
<b>OPPORTUNITIES</b>				25 pts possible 25%
Master Plan Strategic Project	Identified as strategic project is most recent park master plan update.	0-5	2	0-10
Unique Partnership Opportunity	Grant, partnership or sponsorship opportunity available to improve public park service.	0-5	1	0-5
Unique Environmental Benefit	Environmentally unique, valuable, or sensitive opportunity.	0-5	1	0-5
Unique Cultural Benefit	Provides historic or artistic benefit to community.	0-5	1	0-5
total points possible				100



# 2026 Projects - Goals

1. Widespread minor repair & improvement
2. Prioritize highest rated community desires
  - Playgrounds – Restrooms – Sport Courts
3. Significant investment in each council district
4. Leverage existing grants & partnerships
5. Begin construction on the 1<sup>st</sup> ‘major project’

*Establish the  
‘new normal’*

***Minor Repairs***

–

***Design***

–

***Construction***

# Widespread Minor Improvement

## Minor Park Repairs – (2026)

- Citywide New Playground Chips





# 2026 minor repairs

- Citywide Broken Playground Component Replacement





# 2026 minor repairs

- 2 new wide area mowers



Spokane Public Schools



City of Spokane  
PARKS  
& RECREATION



# 2026 minor repairs

- 3 Aquatic Center Deck Repairs +
- 3 Aquatic Center Pump & Control System Repairs





# 2026 minor repairs

- Japanese Garden Roof Replacement



- *Also:*  
Corbin Art Center  
Veranda Repair



# 2026 minor repairs

- Misc Concrete & Wood Repairs





# Capital Improvement

*play / restroom / sport court*

## Park Capital Projects

- 3-4 sport court replacements





# 2026 Projects

- 3-4 playground & restroom replace (design)
- +1-3 restroom or playground reno's *neighbor preference*





# 2026 Projects

- 2 new parking lots / trailheads





# 2026 Projects

- 1 new park pathway





# 2026 Projects

- 1 irrigation replacement +  
1 irrigation design





# 2026 Projects

- 1 new dog park





# 2026 Projects • 1 new disc golf course





# 2026 Projects

- 1 landscape renovation





# 2026 Projects

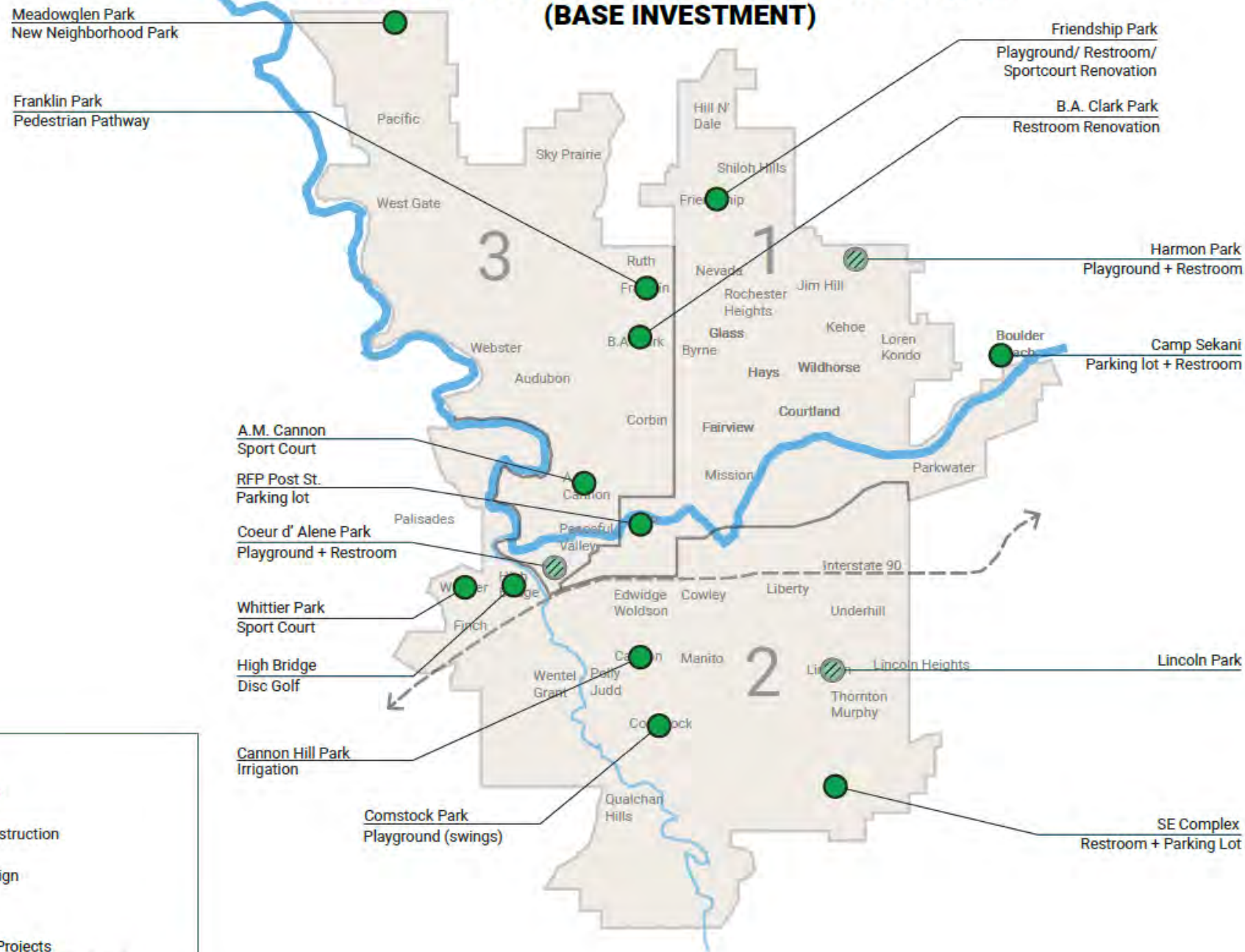
- 1 new park! + 1 major reno design





# Project Map

## PROJECT LOCATIONS - PLANNED 2026 PARK CAPITAL (BASE INVESTMENT)



### LEGEND

City of Spokane Parks Projects

- Parks Levy Construction
- Parks Levy Design

### NOT SHOWN

- Annual Minor Park Capital Projects
- Citywide Playground Surface + Damage Repair

# Project Map

## PROJECT LOCATIONS - PLANNED 2026 PARK CAPITAL (PLANNED INVESTMENT)

### NOTE:

- **3 ADDITIONAL PROJECTS PLANNED (CORBIN, CLIFF & WESTGATE)**
- **IMPLEMENTATION DEPENDENT ON ACTUAL BID COSTS MATCHING ESTIMATED PROJECT BUDGETS.**
- **POTENTIAL 'ADDED' PROJECTS MAY BE DEFERRED TO 2027.**

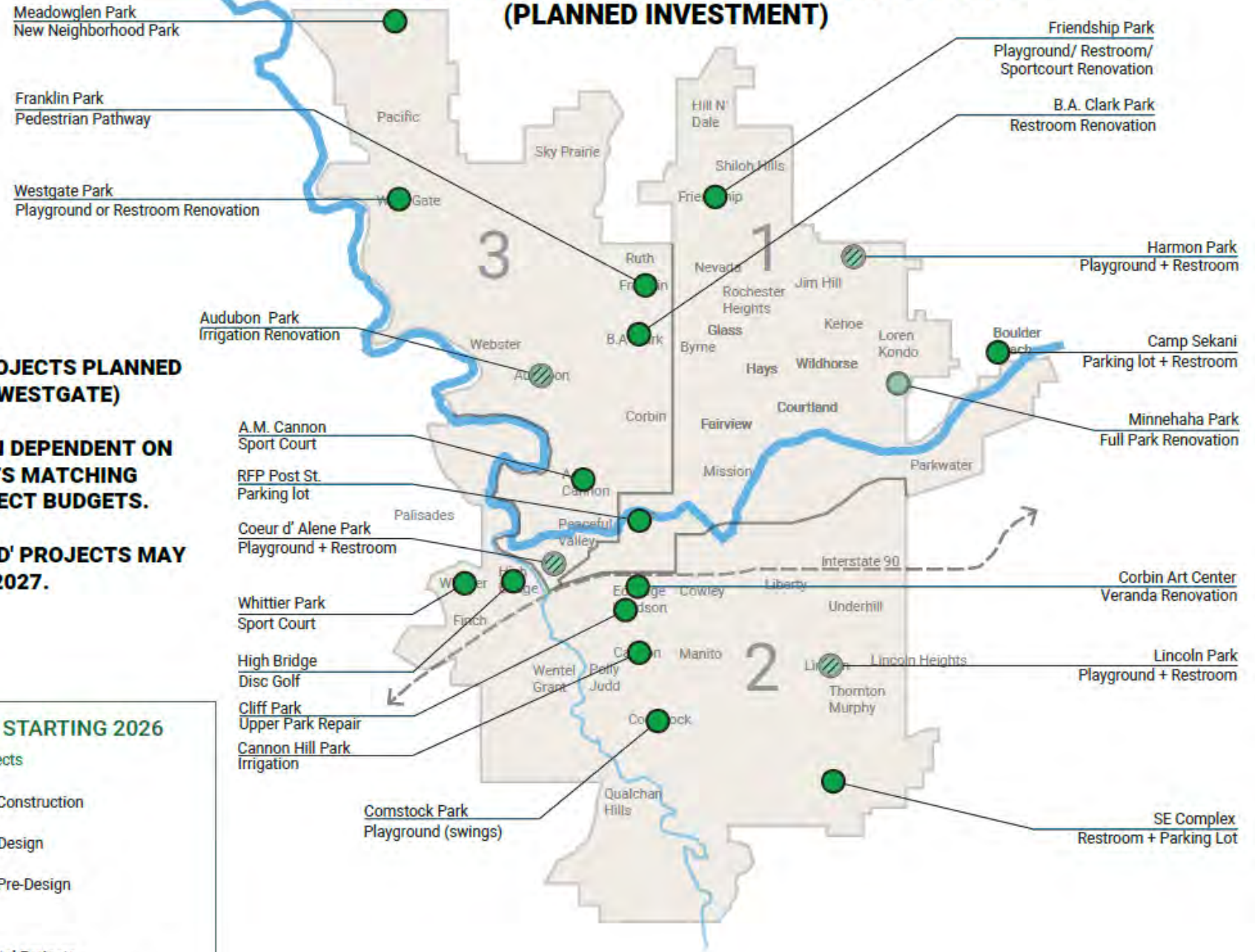
### PARKS PROJECTS STARTING 2026

#### City of Spokane Parks Projects

-  Parks Levy Construction
-  Parks Levy Design
-  Parks Levy Pre-Design

#### NOT SHOWN

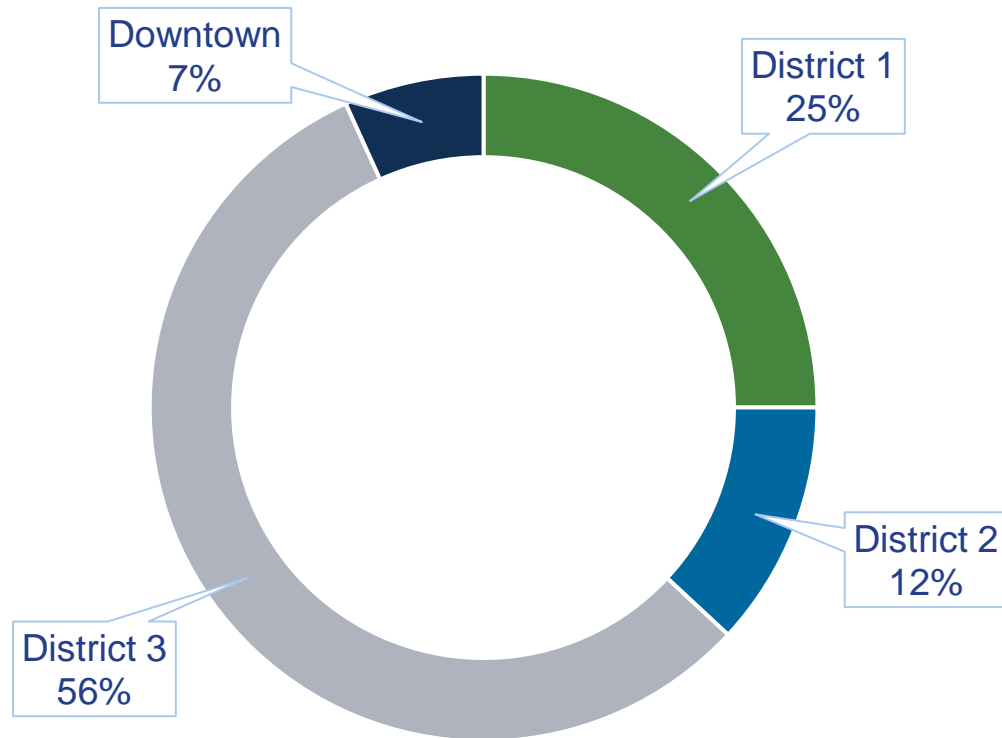
- Annual Minor Park Capital Projects
- Citywide Playground Surface + Damage Repair



# District Investment

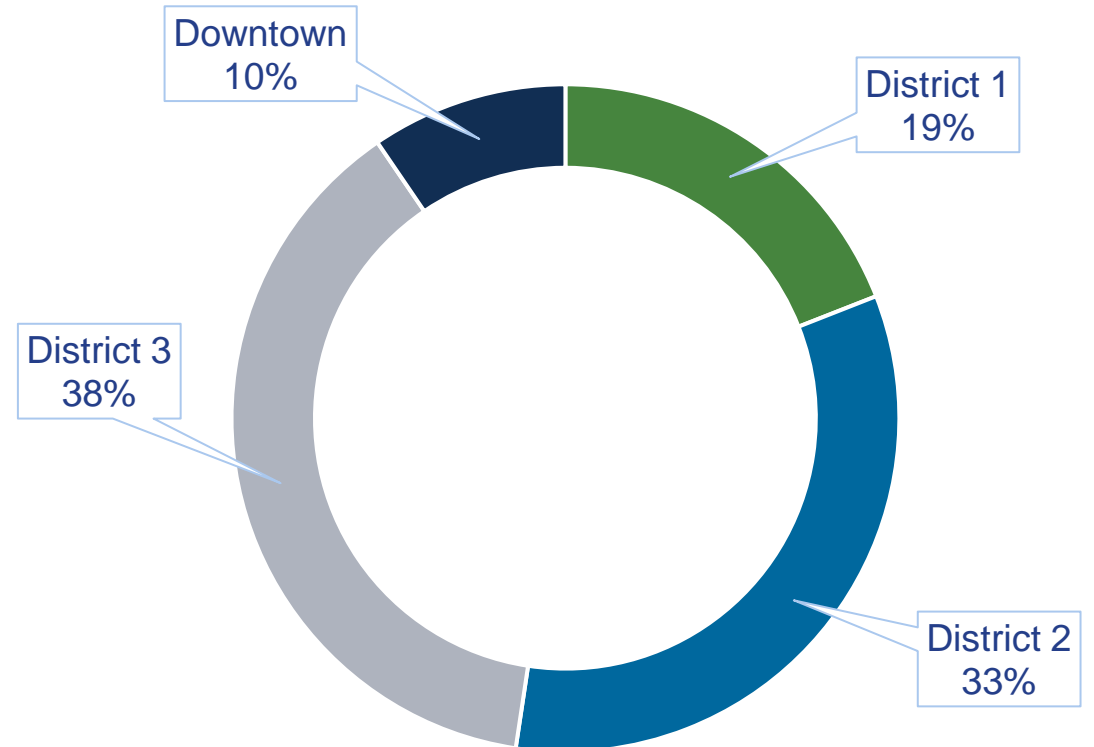
**+/- \$12M in 2026 investment**  
\$7.0M+ levy + \$3.5M grants + \$1.5M local

## Project Value



■ District 1 ■ District 2 ■ District 3 ■ Downtown

## Project Quantity

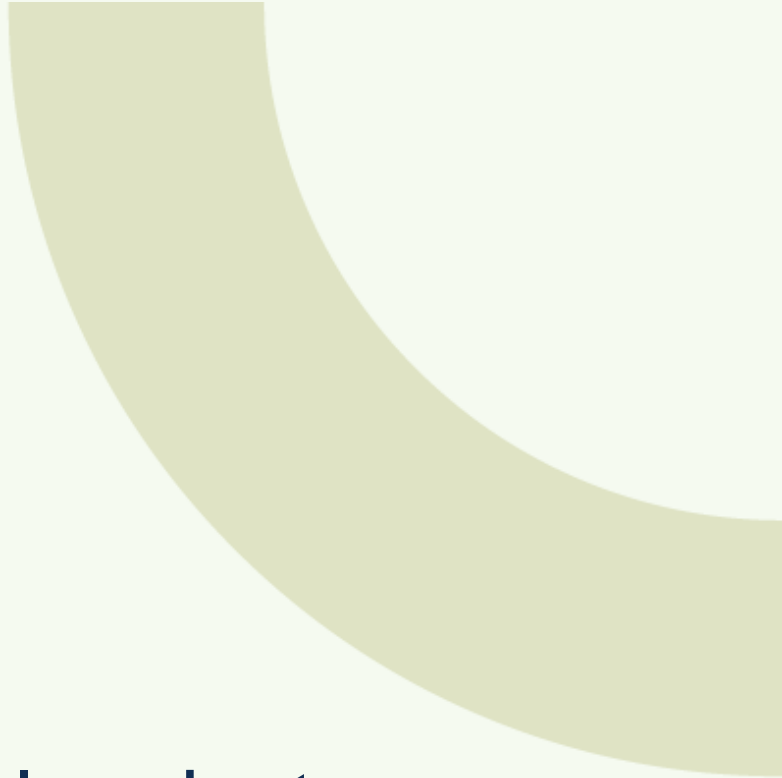


■ District 1 ■ District 2 ■ District 3 ■ Downtown





# Next Steps

- **Today:**
    - Project list & framework
  - **January 2026 - April 2026:**
    - Bid & contract 'shovel ready' work
    - Hire A&E, begin design for additional projects
    - Begin hiring recruitment
  - **May 2026**
    - First Levy funding arrives, begin implementation
- 

# Lot's of these signs coming soon!

## ***RENOVATED RESTROOM AT SHARPLEY HARMON PARK***



**start date – end date**

**Your voter-approved City of Spokane  
Parks & Recreation levy dollars at work!**



**Together  
Spokane**

Schools. Parks. Neighborhoods.

For more information, visit:  
[TogetherSpokane.org/restroom-replacements-renovations](https://togetherspokane.org/restroom-replacements-renovations)





# **Motion to approve the park capital prioritization framework and 2026 planned park capital project list**

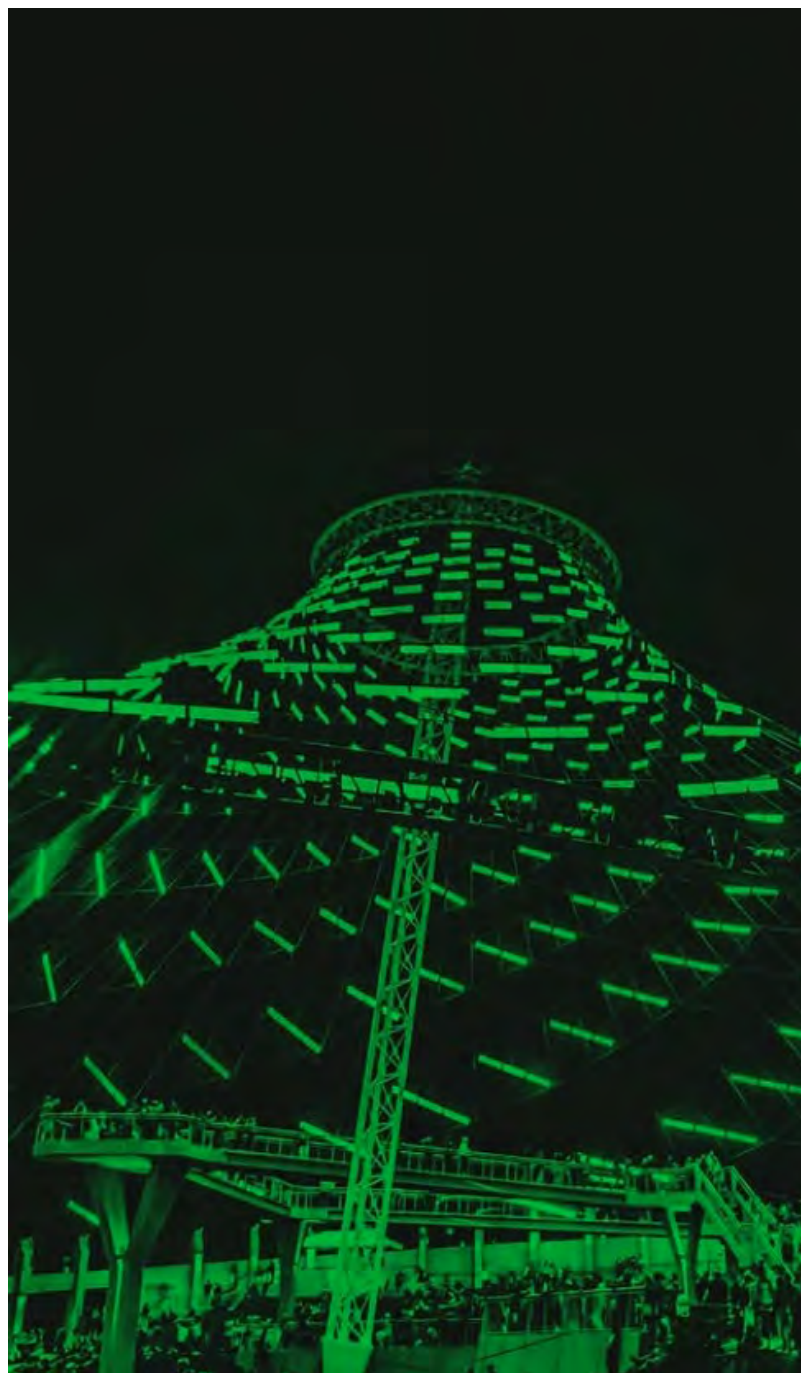
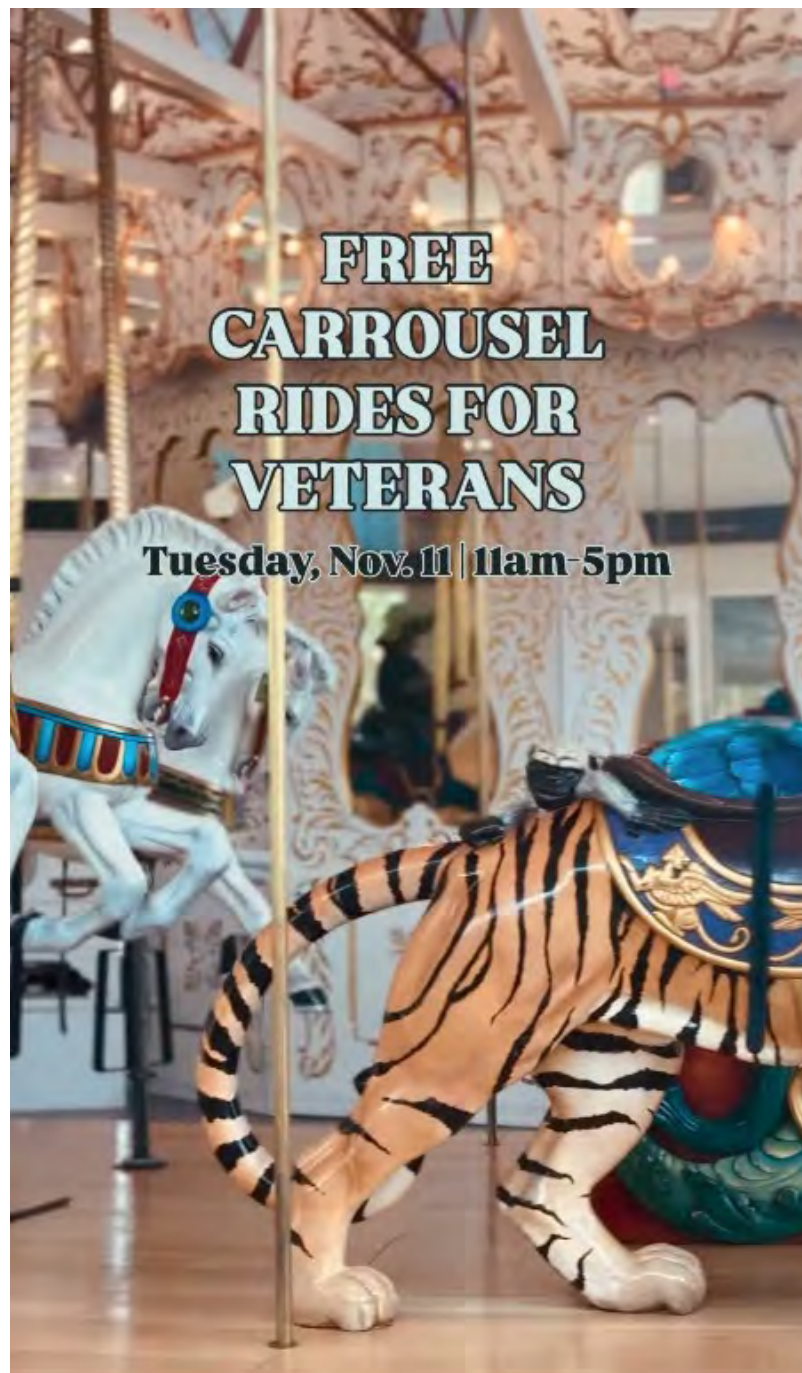




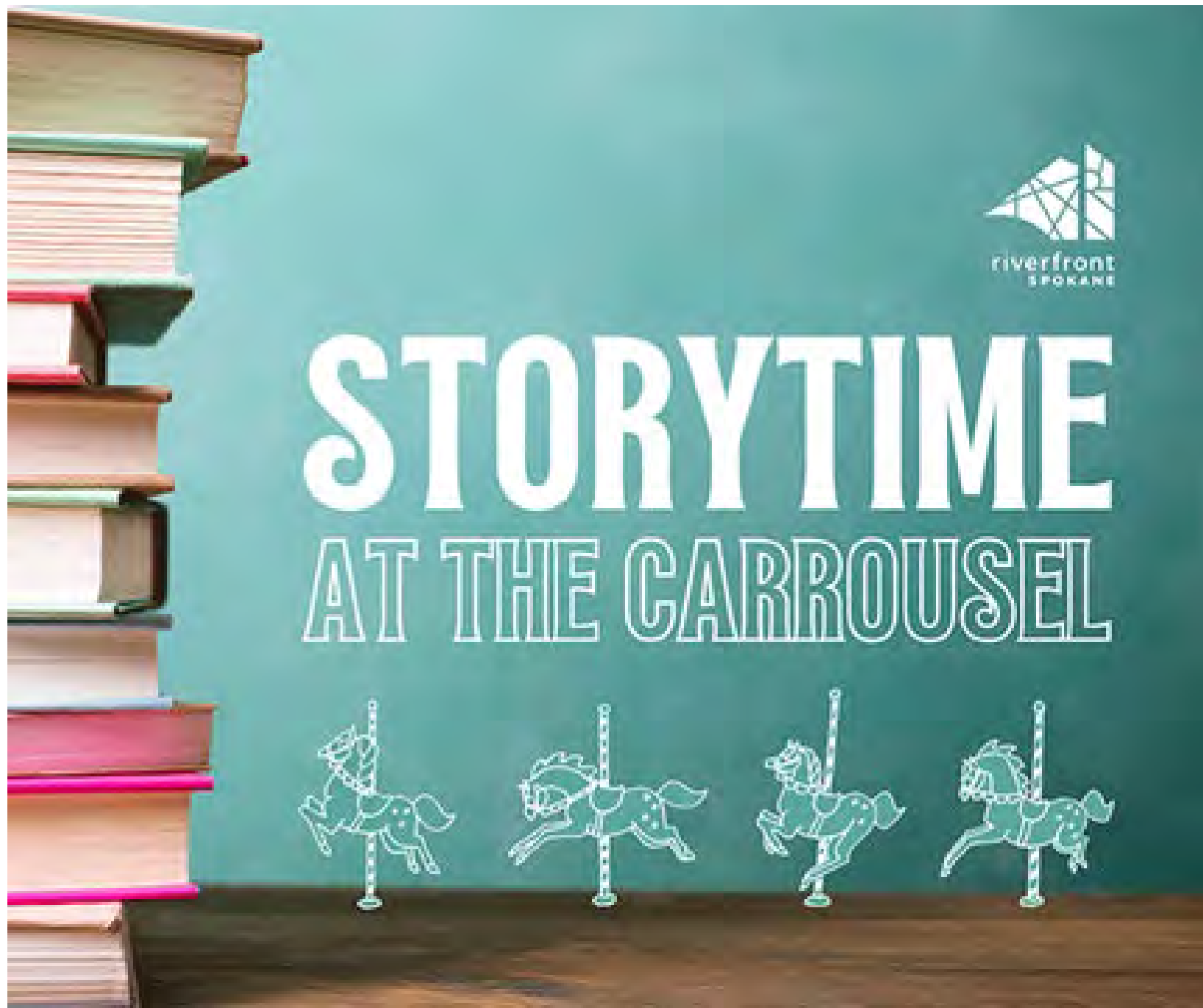


November 2025

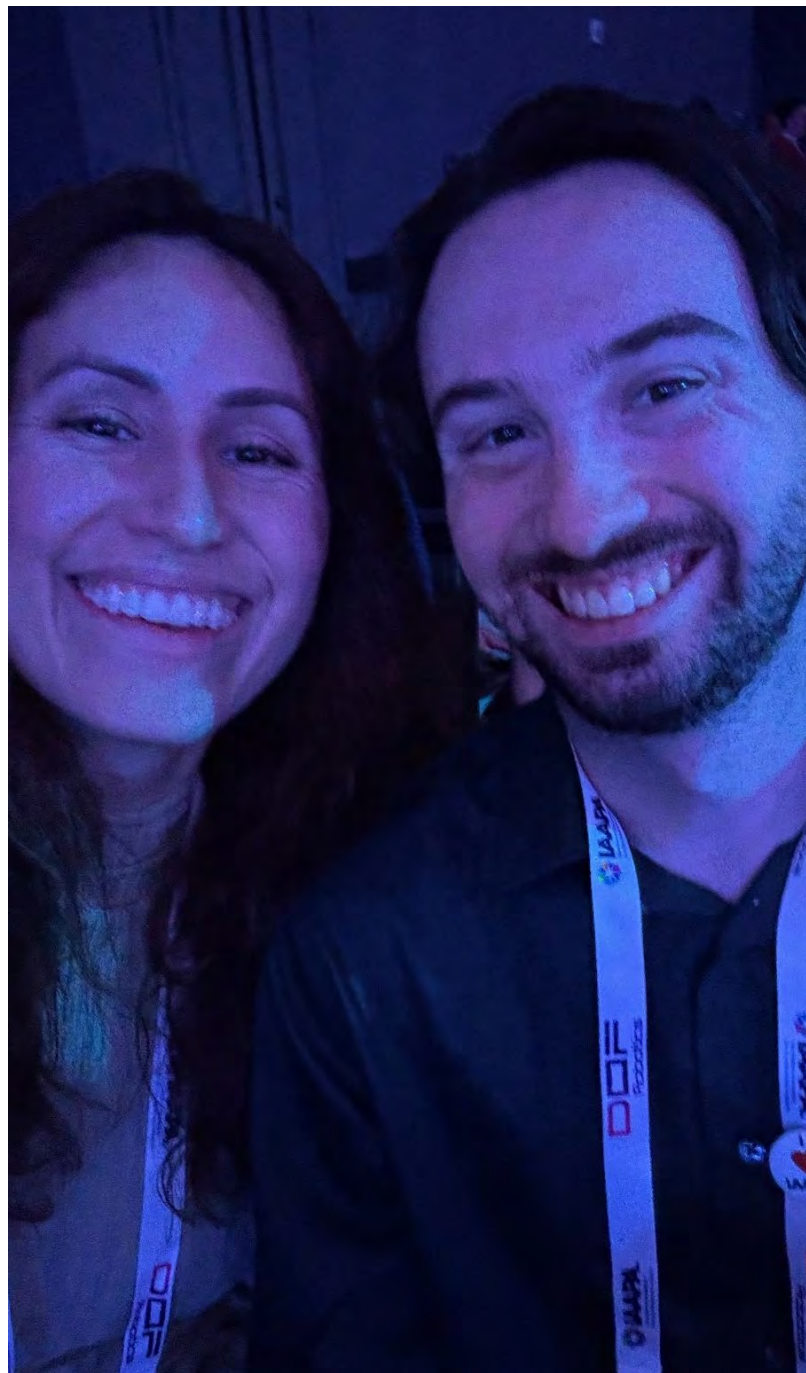






























# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf			<b>Committee meeting date:</b> December 9th 2025
<b>Requester</b>	Mark Poirier		<b>Phone number:</b> 509-625-4653	
<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 #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K Obj. 5 (Maint. & Care)	<b>Master Plan Priority Tier:</b> (pg. 171-175)	Tier 1	
<b>Item title:</b> (Use exact language noted on the agenda)	Golf fee increases for 2026			
<b>Begin/end dates</b>	Begins: 01/01/2026	Ends: 12/31/2026	<input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> The Golf fund is seeking to increase daily fees for the 2026 golf season. A \$5 increase will be spread throughout all daily greens fee categories, with the exception of the "prebook 18-holes" which will increase by \$24. Golf pass pricing will also increase to; Adult/Senior Players - \$80, Loyalty - \$400, Unlimited Junior - \$300, Unlimited Adult - \$2,900, Unlimited Senior - \$2,800, 10-play pass - \$530, 4-play pass - \$199, Daily trail fee - \$20, Annual trail fee - \$400 *A more detailed spreadsheet will be provided for reference  These fee increases are needed in order to provide a balanced budget for 2026. The main drivers of these increases are the raising costs of operation, utilities and water, added budget for tree care and building maintenance, and to keep our capital budget sustained.				
<b>Motion wording:</b> To approve the golf fee increases for 2026.				
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name: _____				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: various    Budget code: TBD				
<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"/> Business license    Expiration date: _____ <input type="checkbox"/> Insurance Certificate				

Category

2025 Rate

2026 Rate

\$ Increase

Volume Sold

Gross Revenue Increase

Prebook 18 holes	\$56	\$80	\$24	5,530	\$132,720
Regualar 18 holes	\$52	\$57	\$5	51,373	\$256,865
Regualar 9 holes	\$36	\$41	\$5	18,952	\$94,760
Junior rate	\$15	\$20	\$5	6,000	\$30,000
Sunset rate	\$30	\$35	\$5	6,761	\$33,805
Adult discount round	\$42	\$47	\$5	43,864	\$219,320
Senior discount round	\$40	\$45	\$5	31,742	\$158,710
Adult loyalty round	\$33	\$38	\$5	12,000	\$60,000
Tournament rate	\$42	\$47	\$5	4,386	\$21,930

Total green fee revenue increase

\$1,008,110

Less 17.4%

\$960,001

\$842,779.96

New

Passes (2-year average sold)

Adult/Senior Players	\$70	\$80	\$10	4,170	\$41,700
Loyalty	\$350	\$400	\$50	400	\$20,000
Unlimited junior	\$250	\$300	\$50	165	\$8,250
Unlimited	\$2,500	\$2,900	\$400	140	\$56,000
10 play pass	\$450	\$530	\$80	65	\$5,200
4 play pass	\$169	\$199	\$30	444	\$13,320
Daily trail fee	\$18	\$20	\$2	1,827	\$3,654
Annual tail fee	\$360	\$400	\$40	102	\$4,080

Total pass revenue increase

\$152,204

Total projected increase

\$994,984

Funding delta needed

\$907,154

\$87,830



# ***Golf fee increases for 2026***

*Park Board*  
*December 2025*

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## Golf fund seeks fee increases to balance budget

- Increases in operational costs
  - Supplies/fuel
  - Labor force/minimum wage
  - Water and utilities
  - Building maintenance
  - Tree maintenance
  - Keep capital fund intact







## ***Greens Fee Increases***

Category	2025 Rate	2026 Rate	\$ Increase
Prebook 18 holes	\$56	\$80	\$24
Regular 18 holes	\$52	\$57	\$5
Regular 9 holes	\$36	\$41	\$5
Junior rate	\$15	\$20	\$5
Sunset rate	\$30	\$35	\$5





## ***Green Fee Increases*** (cont.)

Category	2025 Rate	2026 Rate	\$ Increase
Adult discount	\$42	\$47	\$5
Senior discount	\$40	\$45	\$5
Adult loyalty	\$33	\$38	\$5
Tournament	\$42	\$47	\$5

***\*Projected 2026 green fee revenue increase - \$842,779.96***

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## ***Pass Fee Increases***

Pass	2025 Rate	2026 Rate	\$ Increase
Players	\$70	\$80	\$10
Loyalty	\$350	\$400	\$50
Unlimited Junior	\$250	\$300	\$50
Unlimited Adult	\$2,500	\$2,900	\$400





## ***Pass Fee Increases (cont.)***

Pass	2025 Rate	2026 Rate	\$ Increase
10-Play	\$450	\$530	\$80
4-Play	\$169	\$199	\$30
Daily trail fee	\$18	\$20	\$2
Annual trail fee	\$360	\$40	\$400

***\*Projected 2026 pass revenue increase - \$152,204***

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## ***Projections for 2026***

*Total pass revenue increase - \$152, 204*

*Total green fee revenue increase - \$842,780*

*= Total golf fund increase - \$994,984*

*(minus) Funding needed - \$907,154*

**\$87,830**





***Motion:***

***To approve the golf fee  
increases for 2026***

***Thank you!***

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Golf			<b>Committee meeting date:</b> December 9th 2025
<b>Requester</b>	Mark Poirer		<b>Phone number:</b> 509-625-4653	
<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)	TBD		<b>Master Plan Priority Tier:</b> (pg. 171-175)	TBD
<b>Item title:</b> (Use exact language noted on the agenda)	Doug Phares dba T & T Golf Management / Indian Canyon Golf Professional contact / over \$50,000			
<b>Begin/end dates</b>	Begins: 01/01/2026		Ends: 12/31/2030	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Personal Services contracts greater than \$50,000 will require a public Request for Proposal (RFP) process administered by Purchasing Department. Parks and Recreation current contract for golf professional services will expire 12/31/25 for Indian Canyon Golf Course. Parks and Recreation issued a RFP for golf professional contract services for the years 2026-2030 (5 years). Includes optional 5-year renewal.				
<b>Motion wording:</b> To approve a 5 year contract, with an optional 5 year extension, between the City of Spokane and Golf Professional Doug Phares dba T&T Golf Management, Inc.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: T&T Golf Management Name: Doug Phares    Email address: dphares@spokanecity.org    Phone: 509-780-3246				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Mark Poirier Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: over \$50,000 (see contract details)    Budget code: 4600-55400-76680-54101				
<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: 1/31/27 <input checked="" type="checkbox"/> Insurance Certificate				

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



**City of Spokane**  
**Parks and Recreation Division**

**2026 AGREEMENT FOR OPERATION OF  
INDIAN CANYON MUNICIPAL GOLF  
COURSE**

This Agreement made and entered into this 1<sup>st</sup> day of January 2026, by and between the **SPOKANE PARKS AND RECREATION DIVISION**, a municipal corporation of the State of Washington, as ("Parks and Recreation Division"), and **DOUG PHARES, PGA GOLF PROFESSIONAL d/b/a T&T GOLF MANAGEMENT INC**, as ("Professional"). Hereafter together referenced as the "parties", and individually a "party".

**WHEREAS**, the Parks and Recreation Division is the owner of Indian Canyon Municipal Golf Course, which ownership includes the land upon which said Golf Course is located, the buildings and other improvements which are a part thereof; and

**WHEREAS**, the services of a Golf Professional at Indian Canyon Municipal Golf Course are desired to operate the concession as well as to provide Golf Professional services throughout the playing season; and

**WHEREAS**, the Parks and Recreation Division wishes to contract with the Professional for the operation of the Clubhouse facilities, Restaurant/Coffee Shop, Pro Shop, and Practice Range.

**-- NOW, THEREFORE**, pursuant to the requirements of the Charter of the Parks and Recreation Division, and in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **CONTRACT DOCUMENTS.**

This Agreement, and the Rules and Regulations for the Performance of Golf Professional Services constitute the contract documents, PROVIDED THAT, specific and applicable federal, state, and local requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. The contract documents are incorporated into this Agreement as fully as if they were set forth herein.

Section 2. **CONCESSION AND LEASE GRANTED.**

The Parks and Recreation Division hereby grants to the Professional the concession to operate the clubhouse facilities, pro shop, practice range and the restaurant at Indian Canyon Municipal Golf Course at 1000 South Assembly Road, Spokane, Washington.

2.1 The Concession Premises/Location. The concession shall be conducted on the golf course known as Indian Canyon Municipal Golf Course ("Premises").

2.2 Condition of Premises. The Professional and Golf Manager will conduct a walkthrough inspection before 1/1/2026 to determine if any repairs are necessary. If repairs are mutually determined necessary, the Parks and Recreation Division will make necessary arrangements and be financially responsible to complete those immediate repairs before April 1, 2026. Any repairs not noted or discovered in the mutual walk through inspection, will exclusively be the sole financial responsibility of the Professional whom inspected and examined the Premises, and all facilities, appurtenances and fixtures thereon and accepts the same in their present "AS-IS" condition and agrees the City assumes no liability for and damages or lost revenue to the Professional resulting from any conditions that existing prior to the date of his signature and agrees to make no claims against the City for course contentions that existed prior to the date of signature. The Professional shall not make any alterations, changes, or additions to the clubhouse facilities, pro shop, practice range, restaurant, or any other property or facility, or to any fixtures or equipment owned by the Parks and Recreation Division without prior written consent of the Golf Manager, PROVIDED THAT, any alterations, changes, or additions consented to shall be subject to section 3.9(g) of this Agreement. The Professional shall not commit, permit, or allow any nuisance, waste, or injury in, upon, or to the Golf Course, or permit the use of the Golf Course for any illegal or immoral purpose.

### Section 3. **OPERATING RESPONSIBILITIES OF PROFESSIONAL.**

The following duties and responsibilities shall be the obligation of the Professional, his agents, representatives and employees.

3.1 Lessons. To use the practice range and to give competent golf instruction to all groups and levels of public players and make charges therefore. The Professional, or other PGA/LPGA qualified golf instructor, must be available to conduct lessons during normal operating hours throughout the golfing season. Lessons will ONLY be taught by PGA, LPGA members or apprentices in good standing with the PGA.

#### 3.2 Men's and Ladies' Clubs.

- a. The Professional must offer a minimum of one (1) clinic per season for each Men's and Ladies' Clubs.
- b. The Professional must provide good faith efforts to increase active membership in the Men's and Ladies' Clubs.

#### 3.3 Practice Range.

- a. The Professional must supply ONE THOUSAND (1,000) dozen (12

balls per dozen) top-quality, clean range balls, at all times during the golfing season.

b. Range balls shall be picked up daily or as appropriate to ensure availability and must be easily accessible to the golfing public.

### 3.4 Pro Shop.

a. The Professional must display, sell, rent, and otherwise supply to the public all golf goods, clothing, merchandise, golf equipment, golf pull carts and golf cars, all of which will be of good quality, diversity, attentive upkeep, and kept up to date.

b. The Pro Shop must be staffed with at least two (2) people during "prime time" to meet, without delay, the needs of the golfing public unless there is inclement weather and the Professional determines that one (1) staff member is sufficient. Prime time shall be described as 7:00 a.m., to 5:00 p.m., April 1 through October 1. The Pro Shop must be OPEN and staffed no later than daylight at all times during the golfing season.

c. Pro Shop employees must be friendly, well-dressed, and courteous to golfers; maintain a neat appearance, exercise good public relations skills, become familiar with regular customers' names and have good phone mannerisms. Employees will not be allowed to use tobacco products of any kind while on shift. Professional will ensure all employees maintain a high level of customer service.

d. Prices charged for sale, rental, or repair of equipment and merchandise will be consistent with prices comparable with other golf courses in Spokane.

### 3.5 General Responsibilities.

a. Cooperate with the Golf Manager to participate in the successful operation of the Pro Shop, golf course, golf course premises, clubhouse, restaurant and golf professional activities and meet the goals and expectations of the Golf Committee and Spokane Park Board as defined in this Agreement.

b. Supporting and enforcing Parks and Recreation Division policies to staff and the golfing public.

c. Regulate the play and conduct of all persons on the golf course, including keeping off trespassers and preventing injury to the golf course by players and others during the golfing season.

d. Enforce all rules and operations established by the Park Board of



the Parks and Recreation Division, including adherence to the free play policy approved by the Park Board.

e. Collect all fees, issuing receipts for greens fees, range balls, cart rentals, Pro Shop sales and cafe items, sign golfers in, and shall be performed in accordance with Section 8.1 (below), delineating timely transfer of fees and/or payments to the Parks and Recreation Division.

f. Report tournament, fee, and sponsorship schedules to the Golf Manager each month.

g. Turn the heat down to sixty (60) degrees when the Clubhouse/restaurant is closed.

h. Provide and staff a starter for the 1st tee when deemed necessary. Professional needs to be available to the public golfers.

i. Keeping the Golf Course open for the prescribed hours of play as described in the Parks and Recreation Golf Operations Manual.

j. All services rendered by the Professional shall be in accordance with the PGA Code of Ethics.

k. The Professional shall provide competent personnel necessary for such operations and shall supervise them in their work and shall pay them for their services at the Professional's sole cost and expense. Staff must include at least two (2) PGA Members or PGA Associates in good standing. No staff under 21 years of age will be allowed at the desk during the day until 6:00 p.m., unless approved by the Golf Manager. Desk staff will be over 19 years of age after 6:00 p.m., unless approved by the Golf Manager.

l. The Professional shall not employ or allow family members or relatives of self and/or family members of City Golf staff maintenance to participate in the operation of the golf course, clubhouse, restaurant and golf professional activities in any manner without the specific written approval of the Golf Manager and Park Board.

m. Personnel employed by the Professional shall not engage in conduct injurious to the interests of the Parks and Recreation Division in having an efficient and successful operation at the Golf Course.

n. The Professional may conduct any business or social activity on the Golf Course premises, or use the Golf Course, Clubhouse, restaurant or Golf Pro Shop for any other purpose so long as the Professional obtains the prior express written consent of the Golf Manager. All outside activities on Golf Course premises need prior approval, and revenue received will be divided with the Professional receiving sixty percent (60%) and the Parks and Recreation Division forty percent (40%).

- o. The Professional shall not be otherwise employed or engaged in other business which is in conflict with the responsibilities and duties of the Professional under this Agreement without the express written consent of the Golf Manager.
- p. The Professional or designee shall make a daily physical inspection of the Clubhouse/restaurant, adjacent Parks and Recreation Division grounds, and Golf Course during the playing season, and shall report any unusual or unsafe conditions observed during said inspection to the Golf Manager immediately. Such reports shall be followed up in writing and the Professional shall at all times be safety conscious for the life of the Agreement. Clubhouse maintenance personnel will check in with the Golf Professional daily to discuss any maintenance items of concern regarding the clubhouse/restaurant area.
- q. Use good faith efforts to promote increased play and income during identified slow-play periods.
- r. Upon City request, the Professional shall provide documentation that dollars (\$) were spent to advertise and promote the Golf Course, Pro shop, and/or Clubhouse/Restaurant services.
- s. Professional or PGA affiliate shall be available for consistent contact with Men's and Ladies' Clubs, Tournament Chairperson(s) and outside groups.
- t. The Professional or PGA certified designee must cooperate with and be easily accessible daily by the golfing public and organized groups.
- u. The Professional or his/her designee must communicate with the Golf Course Superintendent or designee on a daily basis regarding course conditions, practice range conditions, tournaments, and special events. Disputes between the Professional and the Golf Course Superintendent will be resolved by the Golf Manager.
- v. Equal treatment of all golfers.
- w. Handle reservations in a fair and open manner as per Parks and Recreation Division guidelines.
- x. Promote Men's and Ladies' Club memberships and leagues.
- y. Consistently attend Men's and Ladies' Club meetings and events.
- z. Ensure that all signage in and around the clubhouse/restaurant and Pro Shop is of excellent quality and appearance. All signage must be approved by the Golf Manager.

3.6 Sponsorships. It is in the best interests of both the Professional and the Parks and Recreation Division to support appropriate sponsorship and co-promotional opportunities on the Golf Courses. The Parks and Recreation Division may at any time enter into a sponsorship agreement to promote the operation of the golf course and may share a percentage of the revenue with the Professional, depending on the nature of the sponsorship. If the Professional finds an appropriate sponsorship, the Parks and Recreation Division may agree to enter into an agreement with that sponsor and will share with the Professional the proceeds from that sponsorship. The amount of any sharing will be as mutually agreed between the Professional and the Golf Manager.

3.7 Management Duties.

- a. Professional must be current in the PGA Certification Program.
- b. Marshal the Golf Course daily, except during inclement weather and obvious slow times, to monitor play and check receipts.
- c. Cooperate with the Parks and Recreation Division's Junior program, including testing for knowledge of golf rules and courtesies, and providing a qualified PGA/LPGA instructor for the Parks and Recreation Division - City sponsored Junior golf program. This is either the Professional or his/her Assistant(s) responsibility.
- d. Play in Pro/Ams, or allow staff to play in Pro/Ams; to promote the golf course and provide club members an opportunity to participate in said events.
- e. Ensure a high-caliber, quality staff and institution of an ongoing staff-training program, as provided by PGA.
- f. Make a good faith effort to hire diverse workforce, in keeping with the City of Spokane's minority employment goals.

3.8 Restaurant/Food Service.

- a. The Professional will be responsible for the operation, management, and supervision of the food and beverage concessions in the Clubhouse/restaurant and for furnishing an adequate stock of food & beverage (F & B) supplies for the operation of the restaurant. The Professional may provide F & B services at other locations throughout the Golf Course, with the express prior written consent of the Golf Manager.
- b. The Cafe operation shall be friendly, courteous, and efficient; with quality service, F & B items and clean appearance. Staff shall have a neat and clean appearance.

c. Prices charged shall be consistent with comparable operations in the area. Menu and prices shall be provided as an Addendum to this Agreement.

d. The Professional will be solely responsible for obtaining all required F & B permits and licenses and complying with the Spokane Regional Health District Food Safety program.

3.9 Pro shop, Clubhouse/restaurant maintenance.

a. Maintenance of restaurant/food service area. It shall be the responsibility of the Professional to maintain the food service area, including all cleaning and regular maintenance to taps, hoods, plumbing and electrical.

b. The Professional shall be responsible for providing routine maintenance and janitorial services for the Golf Clubhouse/restaurant and Pro Shop. The janitorial services shall include, but not be limited to: cleaning of windows (inside and outside), shampooing and cleaning of all carpets at least once a year, annual cleaning of all chairs, daily maintenance of all lavatories, washbasins, other interior furnishings equipment, and fixtures. The Professional agrees to keep the Pro Shop, Clubhouse, and restaurant in a clean and sanitary condition at all times in a manner to the satisfaction of the Parks and Recreation Division.

c. The Professional agrees to keep the lavatories in the clubhouse/restaurant open at all times the Golf Course or Clubhouse/restaurant is open for business.

d. The Professional shall keep the bulletin/reader board updated monthly and free of out-of-date notices on a daily basis.

e. The Professional will be responsible for one hundred percent (100%) of all personal telephones, fax machines, computer equipment and services. Additionally, the Professional will be responsible for fifty percent (50%) of the Parks and Recreation Division telephone service. The Parks and Recreation Division will pay the natural gas and electric charges and will reimburse the professional for one hundred (100%) of internet expenses related to operating the provided point of sale system.

f. The Parks and Recreation Division encourages capital project improvements by the Professional. Prior to capital project approval the Parks and Recreation Division will determine the value of the improvement and will work out a depreciation schedule, where if the Professional leaves prior to the total depreciation of the improvement, the Parks and Recreation Division will buy-out the remaining value. All improvements will

be clearly defined and become an agreed upon written Addendum to this Agreement.

g. The Parks and Recreation Division will pay for the installation of a monitored burglar alarm system at the Clubhouse/restaurant and the Professional will pay the monthly service charge for the system.

### 3.10 Golf Carts.

a. The Professional shall make a minimum of fifty (50) golf carts available for rental at the Golf Course, and the carts must be kept in good condition and must be replaced and maintained on a regularly scheduled program. Carts will not be more than five (5) years old unless with written permission from the Golf Manager and the appearance and condition of the fleet is in satisfactory condition and passes an annual inspection with the Golf Manager and Professional.

b. The Professional may purchase or lease new golf carts during the term of this Agreement and the Parks and Recreation Division has the option to purchase or assume lease of those carts upon expiration or early termination of this or subsequent agreements, at current appraised value, from the Professional under the terms provided below, and, PROVIDED THAT, the buy-out provisions will apply only under all of the following conditions:

i) The Parks and Recreation Division must approve the purchase price prior to the Professional's purchase of the carts, and a copy of the bill of sale must be provided to the Parks and Recreation Division; and

ii) The carts purchased will be subject to a five-year (5) amortization of the agreed upon purchase price; and

c. Arrangement shall be made by the Professional for fueling of the golf carts. Professional may choose to provide his/her own fuel, which shall only be dispensed from an approved above ground fuel tank. If Professional installs his/her own tank, location must be prior approved by the Parks and Recreation Division. The Professional may request to purchase fuel from the Parks and Recreation Division. All fueling arrangements will be made between the Professional and the Golf Manager.

## Section 4. TERM.

This Agreement shall commence on January 1, 2026, and shall terminate December 31, 2030. The Golf Manager, with the approval of the Park Board may extend this Agreement for one (1) additional five (5) year term. Any extensions will be conditioned on the Professional's previous Term's operation having been performed to sole discretion of the Park Board and the Golf Manager's satisfaction. The Golf Professional will advise the



Golf Manager, in writing, no later than February 1, 2030, of his or her desire to extend the Agreement. The extension request shall not be entertained if the Golf Professional is in any form of default. This does not preclude the Parks Division from issuing Requests For Proposals (RFP) for the following term.

4.1 Annual Evaluation. The Golf Manager will conduct an annual formal written evaluation with the Golf Professional no later than February 15<sup>th</sup> of each year and prior to any Agreement extension. Results of the annual evaluation will be discussed and shared with the Golf Committee.

## Section 5. **GOLF MANAGER.**

The Golf Manager shall be the designated representative of the Parks and Recreation Division for the purpose of supervising and managing the Golf Course grounds, Clubhouse/restaurant operations, and to ensure compliance with the terms and conditions of this Agreement. The Professional shall first address any concerns to the Golf Manager.

5.1 Maintenance. The Parks and Recreation Division shall be responsible for the maintenance of Golf Course grounds, the practice range, parking area, snow removal in the parking area, lighting, flooring, restroom fixtures, plumbing, heating, and air conditioning. The Professional shall be responsible for minor maintenance, helping with general litter clean-up of the parking area, replacement of light bulbs, minor plumbing of restroom fixtures, and replacement of toilet paper, towels, and soap in the restrooms. Minor repairs and supplies will be done at the sole expense of the Professional. If the Professional and Golf Manager disagree on the definition of appropriate maintenance, a mutually agreed third-party will be consulted to reach a resolution.

5.2 Golf Course Marshal. The Parks and Recreation Division may, at its own cost and expense, provide a golf marshal at the course who shall ensure all players have paid the necessary fees and been issued receipts, as well as provide other customer service as directed by the Golf Manager.

5.3 Rules and Regulations. The Park Board of the Parks and Recreation Division shall fix, by resolution, rules and regulations for the operation of the Golf Course, Golf Pro Shop and Clubhouse/restaurant, including but not limited to: minimum number of hours of play for which the course is to be kept open each day and each week; (a reasonable number), minimum numbers of hours the Golf Pro Shop and restaurant are to be kept open each day and each week, amount of all fees, including but not limited to: Greens fees, private cart daily fees, annual private cart permit fees and season ticket fees.

## Section 6. **COLLECTION OF FEES BY PROFESSIONAL.**

6.1 Unless granted a waiver the Professional shall cause to be delivered and deposited in the Parks and Recreation Division's designated bank, once every

twenty-four (24) consecutive hours, monies collected due and owing to the Parks and Recreation Division and all greens fees, all deposit receipts, required reports and season ticket sales. The Professional may deduct those amounts owed to him as provided in Section 6.1. In the event of a deposit shortage, the Golf Professional will be responsible for the entire amount of the shortage in the deposit. In the event of an overage in the deposit, the Golf Professional and the Parks and Recreation Division will equally split the amount of the overage. The Professional shall deliver all deposit receipts and required reports to the Parks and Recreation Division accounting office by no later than 4:00 p.m. on each Tuesday of each week during the playing season.

6.2 The Parks and Recreation Division shall install and maintain a system of records and accounts of fees and gross revenues from which the amounts of fees and gross revenues from all sources can be readily ascertained. The Professional shall use such system for all fees and monies collected and received at the Golf Course; however, the Professional may install and maintain at his expense a system for Restaurant and lesson sales if such system is prior approved in writing by the Golf Manager. The Professional shall permit the Parks and Recreation Division, through its designated representatives, to inspect such accounts and all other business records concerning operations at the Golf Course.

6.3 At the end of the year, a financial report shall be sent to the Parks and Recreation Division of Spokane.

6.4 The Professional shall follow the collection of fees process as currently directed by Parks and Recreation Division, to include the City of Spokane Cash Handler Policy and Procedures Manual.

## Section 7. **COMMISSION / SPLIT CONSIDERATION.**

### 7.1. **Consideration paid to Parks and Recreation.**

Parks and Recreation Division shall be entitled to the following proceeds:

- a. TWO PERCENT (2%) of gross receipts from the operation of the practice range;
- b. TWO PERCENT (2%) of gross receipts from rental of golf carts and pull-carts;
- c. TWO PERCENT (2%) of gross receipts from Pro Shop sales, which include club rentals;
- d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons;

- e. FORTY PERCENT (40%) of gross receipts from facility rentals. This includes the upstairs apartment, should it be rented by the Professional during the Term of this Agreement.
- f. EIGHTY PERCENT (80%) of gross receipts for the rental of the golf course for weddings;
- g. ZERO PERCENT (0%) of the gross receipts generated from all golf lessons offered or sponsored through outside contractual agreements not otherwise arranged through the Parks and Recreation Division.
- h. ONE HUNDRED PERCENT (100%) of Green Fees.

7.2. Consideration paid to the Professional.

The Professional shall be entitled to the following:

- a. NINETY-EIGHT PERCENT (98%) of gross receipts from the operation of the driving range.
- b. NINETY-EIGHT PERCENT (98%) of gross receipts from rental of golf carts and pull carts.
- c. NINETY-EIGHT PERCENT (98%) of gross receipts from Pro Shop sales, including club rentals.
- d. FIFTY PERCENT (50%) of the fee paid per person for Parks and Recreation Division sponsored golf lessons.
- e. SIXTY PERCENT (60%) of gross receipts from facility rentals. This includes the apartment, should it be rented by the Professional during the Agreement.
- f. TWENTY PERCENT (20%) of the gross receipts for the rental of the golf course for weddings.
- g. ZERO PERCENT (0%) of Green fees.
- h. ONE HUNDRED PERCENT (100%) of Food and Beverage (F & B) Sales.

7.3 Apartment.

The Professional, at this option, may have use of the apartment, located at Indian Canyon Golf Course, during the Term of this Agreement. The Professional shall be responsible for minor repairs, up to \$500.00 per repair. If the Professional decides not to use the apartment, the Parks and

Recreation Division, shall have the right to rent or use the apartment, as it chooses.

Section 8. **INDEMNIFICATION, INSURANCE, BOND.**

8.1 **Indemnification.**

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

8.2 **Insurance.**

During the period of the Agreement, the Professional 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:

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the

City, its officers and employees are additional insureds but only with respect to the Professional's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with the Professional's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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 Professional or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Professional 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 the Professional'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 Professional shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8.3 Bond. The Professional shall continuously maintain at his sole expense a Surety/payment guarantee or employee dishonesty Bond covering collection of fees on the Premises for the benefit of the Parks and Recreation Division. The Bond shall be in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and must cover all employees. The Professional must additionally provide broad form money and securities coverage, both inside and outside the Premises in an amount not less than TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).

8.4 Proof of the above requirements must be provided to the Parks and Recreation Division upon execution of this Agreement. The policies required herein shall provide not less than thirty (30) days prior written notice to the Parks and Recreation Division of any cancellation, expiration, modification, or reduction in coverage or liability limits.

## Section 9. **INDEPENDENT CONTRACTOR.**

The parties agree and acknowledge that the Professional is an independent contractor and not the agent or employee of the Parks and Recreation Division or City of Spokane, and that no liability shall attach to the Parks and Recreation Division or City of Spokane as a result of the acts or omissions of the Professional, his agents, representatives or employees. The Professional realizes that the Parks and Recreation Division employs other independent contractors as Golf Professionals and that each



Professional's situation is unique. The compensation for each Professional is negotiated and may differ from other Professionals.

Section 10. **TERMINATION.**

The Parks and Recreation Division reserves the right to terminate this Agreement upon the failure of the Golf Professional to perform any of the terms and conditions of this Agreement. The Parks and Recreation Division Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Professional for all work previously authorized and performed prior to the termination date.

i) Enter the Golf Pro Shop and Golf Course and take immediate possession thereof;

ii) Bring suit for and collect all fees and portions of gross revenue or any other monies required to be paid to the Parks and Recreation Division, which shall have accrued to the time of termination of the Professional's rights.

a. The Professional is subject to immediate termination if the Professional violates any fiduciary duty to the Parks and Recreation Division, including but not limited to, by allowing play at less than the posted rates (excluding discounted rates approved by the Golf Manager).

b. The Professional is subject to immediate termination if the Professional or any employee is knowingly found to be in violation of food service regulations and/or alcohol service regulations/laws and/or a State issued audit finding solely due to the actions of the Professional.

c. The Professional may terminate this Agreement by giving ninety (90) days prior written notice. Such notice shall be given to the Golf Manager.

Section 11. **TIME TO BE DEVOTED BY PROFESSIONAL.**

a. General. It is mutually understood the primary function of the Professional shall devote such time as necessary to satisfactorily and wholly carry out the duties of this Agreement.

b. Golf Season. During the golf season, the Professional is expected to be at the golf course on a regular basis, sufficient to meet the reasonable demands of the public and supervisory staff. When the Professional will be away from the golf course for a period exceeding forty-eight (48) hours, written notice must be given to the Golf Manager. The Professional shall endeavor to be available to the public during major tournaments. Time off unrelated to the golf business is discouraged. The Professional's personal tournament schedule shall be

submitted to the Golf Manager before the season begins. Any changes to the schedule will also be submitted during the season.

c. Non-Golf and Off-Season Activities. Golf Professional acknowledges that it is the Parks and Recreation Division's intent to potentially implement, at its expense, non-golf recreational programs such as hiking, biking, cross-country skiing, snowshoeing, and other similar programs on or near the Golf Course facilities. The Parks and Recreation Division will consult with the Professional to develop said programs and identify potential operational issues with said activities to minimize conflicts with golf operations.

#### Section 12. **REFUSE CHARGES.**

The Professional will pay the Clubhouse/restaurant refuse charges during the playing season. On or before December 1, it will be the responsibility of the Professional to notify, in writing, the City Solid Waste Management Division to stop regular pick-up and to be certain that service will be changed as necessary to an "on-call" basis. The Superintendent will then be responsible for contacting the Solid Waste Management Division when pick-up is necessary. The Parks and Recreation Division will pay for these "on-call" services, when authorized by the Superintendent. On or before March 1, when the restaurant again re-opens, the Professional will be responsible for notifying, in writing, the Solid Waste Management Division to resume regular pick-ups.

In essence, the Parks and Recreation Division pays for refuse pick-up only during December, January and February.

The Written communications and notices directed above shall be copied and sent to the Golf Manager, Parks and Recreation Division, 5<sup>th</sup> Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

#### Section 13. **TAXES, FEES AND LICENSES.**

The Professional shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Professional's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

Section 14. **ASSIGNMENT AND SUBCONTRACTING.**

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

Section 15. **SEVERABILITY.**

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

Section 16. **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 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 17. **NON-WAIVER.**

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

Section 18. **LIENS.**

The Professional agrees that he shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and shall keep the Premises free and clear of all liens for work performed thereon.

Section 19. **DISPUTES.**

If Parks and Recreation objects to all or any portion of an invoice, it shall notify the Professional 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.

Section 20. **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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Professional agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

Section 21. **AUDIT/RECORDS.**

The Professional and its sub-contractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Professional and its sub-contractors shall provide access to authorized Parks and Recreation representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

Section 22. **DEBARMENT AND SUSPENSION.**

The Professional 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Entered into Agreement on this \_\_\_\_\_ day of December, 2025.

DOUG PHARES, DBA  
T& T GOLF MANAGEMENT, INC

CITY OF SPOKANE  
PARKS AND RECREATION DIVISION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Attachments that are a part of this Agreement:

Exhibit A - Debarment Certification

M25-338



## 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 certifies, 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)



# ***Indian Canyon Golf Professional contract approval***



*December Park Board  
Mark Poirier*

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## The Background

- Golf professional contract services fall within the threshold of the Purchasing Department's requirement of a public bid through what's called an RFP or Request for Proposals.
  - Contract terms for City contracting Golf Professionals are a 5-year contract, with an option to renew, for an additional 5 years.
  - This means every 10 years Golf publishes an RFP, for Golf Professional services, at each course. Current standing Golf Professionals can "recompete" if so desired but must again develop and submit an RFP for consideration.
  - Indian Canyon's incumbent Golf Professional, Doug Phares, recompeted with a business proposal to again operate Indian Canyon for years 2026-2030
-



## Timeline and Process

- ✓ Request for RFP – July 21<sup>st</sup> (\*sent to over 3,000 candidates)
  - \*2300 Golf Professionals from PNW, N. Cal, Rocky Mtn, Utah, and Southwest PGA Sections. In addition to listing in Gazette.
- ✓ Golf course tours – Sept. 9<sup>th</sup>
- ✓ RFP question deadline – Sept. 19<sup>th</sup>
- ✓ Proposal due date – Oct. 6<sup>th</sup>
- ✓ Proposal evaluations – Oct 8<sup>th</sup> – 22<sup>nd</sup>
- ✓ Oral interviews/presentations – Oct. 27<sup>th</sup> – Nov. 7<sup>th</sup>
- ✓ Selection and negotiation period – Nov. 10<sup>th</sup> – 21<sup>st</sup>
- ✓ Notice of intent to award – on or before Dec. 3<sup>rd</sup>
- ✓ *Golf committee approval – Dec. 9<sup>th</sup>*
- ***Park board approval – Dec. 11<sup>th</sup>***



## RFP Evaluation

- Committee consisted of 6 individuals
    - City Staff, Golf Chair, Thea Prince – Purchasing Dept.
  - Each proposal was reviewed and graded
  - Oral interview was conducted and answers to questions graded
  - We had two candidates submit an RFP
    - Andrew Elaimy, PGA – Head Professional Whitetail Club/McCall, ID
    - Doug Phares, PGA – Head Professional Indian Canyon/Spokane, WA
  - ***Doug Phares, PGA was selected***
-





## About Doug

- 32 years experience as a Head Professional
  - Clarkston Golf & Country Club - Clarkston, WA
  - Stoneridge Golf Club - Blanchard, ID
- PGA Member since 1993
- Versed in both Private and Public Operations
- Extensive budgeting and tournament operation knowledge
- Member relations and retention
- Outstanding customer service background
- Increased rounds of golf from 28,606 in 2015 to over 48,000 in 2025 at IC
- Successfully implemented player development programs
  - Op 36, Fore the Ladies, PGA Summer Camps and Jr. Leagues





### **More about Doug...**

- Established a Men's Twilight League which contributes to more than 200 rounds per week during the season.
- Men's and Ladies' Clubs
  - Men's club went from 86 in 2015 to 350 members in 2025.
  - Canyonette's went from 28 in 2015 to 150 in 2025.
- Hires, trains, and supervises more than 40 employees during peak season
- Extensive improvement expenditures/capital improvements
  - Patio/deck cover
  - Security lights – Clubhouse and Teaching Studio
  - Storage sheds
  - Kitchen equipment
  - Range hood motor replacement



**Even more about Doug...**

Extensive improvement expenditures/capital improvements (cont.)

- PA system replacement
- Women's restroom tile
- Golf shop remodel
- Floor drain and Urinal
- Restaurant furniture
- Pro shop furniture
- New carpet throughout
- Hosts Rosauers Open Invitational each year
  - 24,000 new range balls each year
- Continued support to HS and College golf teams
  - Gonzaga, SCC, EWU, and Lewis & Clark HS

**Golf Pro Responsibilities**

- ALL other staffing (Pro shop, restaurant, outside services)
- Restaurant/maintenance
- Pro shop merchandise/displaying/maintenance
- Driving range
- Golf cart fleet management
- Lesson teaching staff
- Tee sheet utilization/management
- Tournament and league operations
- Cleaning/janitorial services
- Weekly deposits
- Winter golf simulators
- Promoting golf
- Customer service from open - close
- All business taxes, insurances, and licenses





## City of Spokane Golf Revenue Distribution

### City – Parks and Recreation

- 2% of driving range
- 2% of golf cart rentals
- 2% of pro shop sales & club rentals
- 50% of Parks & Rec lessons
- 40% of facility rental fees
- 80% of rental fees for weddings
- 100% of greens fees\*

### Golf Professional

- 98% of driving range
  - 98% of golf cart rentals
  - 98% of pro shop sales & club rentals
  - 50% of Parks & Rec lessons
  - 60% of facility rental fees
  - 20% of rental fees for weddings
  - 0% of greens fees\*
-





**To approve a 5-year contract, with an optional 5-year extension, between the City of Spokane and Golf Professional Doug Phares dba T&T Golf Management, Inc.**

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# Parks and Recreation – 2025 Year-End Budget Adjustment



## Background on Proposed Year-End Adjustment:

- With the City of Spokane in a budget deficit, City Administration had requested that Parks take a 5% reduction in their General Fund (GF) transfer for 2025.
- Park Board leadership insisted the 2025 GF transfer be made whole throughout the year to comply with the City Charter, and that Park Board would evaluate if a reduction can be made closer to year-end to be able to evaluate options using more actual financial results versus projected financial results.
- The desire of the Park Board was to first use any reserves or Fund Balance to offset the reduction. If further cuts were required, the Park Board drafted a resolution prioritizing where expenses would be cut.
- Lastly, Park Board leadership and staff have expressed a strong desire to City Administration that any reduction should be linked to an offsetting service provided in exchange to Parks.



## Current Financial Situation:

- Through the end of November 2025, Parks is trending on pace with the 2025 budget.
- With December and the 13<sup>th</sup> month still an unknown, to the best of our ability, we are forecasting a potential positive variance to budget of around \$230,000. As of today, this appears to be a conservative forecast.
- If this positive variance was added to our existing fund balance, after subtracting the required 5% reserve and \$300,000 weather revenue stability reserve, the Parks Fund balance would be around \$1.4M.
- The requested 5% reduction equates to \$951,244, which based on the figures above could be absorbed through Fund Balance versus making operational cuts to Parks. Note, this is strictly the 1400 – Parks Fund, there is no adjustment to our 1950 – Capital Fund.
- This would leave just under \$500K in available fund balance which is tighter than prior years but can be managed if Q1 expenses are monitored closely.



## Reduction Offset With a Value Add to Parks:

- As mentioned, Park Board leadership and staff have expressed a strong desire to City Administration that any reduction should be linked to an offsetting service provided in exchange to Parks.
- For the past six years, the Code Enforcement team has been providing Code Enforcement, Litter Control and Nuisance Abatement work (now called the Homeless Outreach Team – HOT) in City Parks.
- To date, the City has absorbed this cost and has not passed that expense to Parks. For the past two years, the HOT team has been tracking what percentage of work was done within a City Park. This tracking shows that approximately 15% of this Code Enforcement work is conducted in a City Park.
- Based on 15% of their team expenses, the 2026 allocation to Parks would be \$730,000, and the 2025 allocation would be around \$800,000 (FTE reduction in 2026, thus the lower amount).
- Park Operations has been vocal on the noticeable difference in cleanliness and safety within Parks since the start-up of this HOT work by Code Enforcement.





## Reminders and Recommendation:

- There will be no levy funds used to accommodate this reduction or replenish any fund balance. Levy funds are maintained in a separate fund and are to be used for designated purposes as stated in the Healthy Parks, Healthy Neighborhoods Program Manual.
- Partnering with the City to accommodate this reduction does not put the 8% charter language in jeopardy in future years. Legal has already confirmed that reductions outside of the charter language require action by the Park Board, and Parks Finance can also confirm the 2026 GF transfer amount is compliant with the City Charter (8% of GF expenditures).
- The Together Spokane initiative has reaffirmed the value of partnerships. In recent history, the City has been a tremendous partner to Parks, with extra funding for large projects like the North and South Suspension bridge.
- Staff recommends that the Park Board accept the revenue reduction from the GF in December with that cost being absorbed through fund balance and the offsetting true-up to Parks being the work completed via the Code Enforcement team (HOT) in Parks.
- Parks leadership is already working on a recommendation to transition this work to Parks staff by 2027, and City Administration has agreed to work with Parks in the interim on the \$730,000 allocation for 2026. What that looks like is unknown, but the enforcement work is still being done in Parks as it does provide great value.



Questions or Comments?



## Parks and Recreation – 2026 Parks Amended Budget Proposal

## Parks Fund



	Adopted Budget 2025	Initial Budget 2026
<b>Operating Revenue</b>		
Program Revenue	\$ 7,644,228	\$ 7,936,200
Operating Transfers	\$ 19,090,885	\$ 19,985,496
<b>Total Operating Revenue</b>	<b>\$ 26,735,113</b>	<b>\$ 27,921,696</b>
<b>Operating Expenses</b>		
Salaries and Wages	\$ 8,737,851	\$ 8,991,703
Temp/Seasonal	\$ 3,065,007	\$ 3,278,552
Personnel Benefits	\$ 3,318,916	\$ 3,575,961
Supplies	\$ 1,293,550	\$ 1,411,250
Services and Charges	\$ 5,656,482	\$ 6,624,552
Interfund Payments	\$ 2,781,861	\$ 3,194,036
<b>Total Operating Expenses</b>	<b>\$ 24,853,667</b>	<b>\$ 27,076,054</b>
<b>Net Operating Income (Loss)</b>	<b>\$ 1,881,446</b>	<b>\$ 845,642</b>
<b>Other Financial Activity</b>		
Capital Outlay	\$ 1,170,011	\$ 300,000
Transfers Out	\$ 461,435	\$ 318,555
Budget Reserve	\$ 250,000	\$ 250,000
<b>Total Other Activity</b>	<b>\$ 1,881,446</b>	<b>\$ 868,555</b>
<b>Total Expenditures</b>	<b>\$ 26,735,113</b>	<b>\$ 27,944,609</b>
<b>Net Gain/(Loss)</b>	<b>\$ -</b>	<b>\$ (22,913)</b>

## Notes on Budget Amendment:

- In October, the Park Board passed a deficit budget of (\$571,316).
- Since that time, Parks Finance has been able to reduce interfund costs to shrink this deficit from (\$571,316) to (\$472,913).
- This proposal is to reduce the amount of capital funding from the Parks Fund by \$450,000 to balance the budget. This would reduce capital funding from the Parks fund from \$750,000 to \$300,000.
- In 2026 and beyond, the Parks levy will be the primary funding source for capital, alongside contributions from grants, private donors and a reduced amount of funding from the Parks operational fund.
- By leaving \$300,000 in funding in 2026 from the Parks fund, this will allow funding for emergency repairs and some minor capital improvements in the first half of 2026 until the first installment of levy funding comes in.
- We will continue to look for ways in 2026 to maximize use of the Tree Equity grant and potentially decrease internal funding to Urban Forestry during the grant timeframe.
- This leaves a deficit budget for 2026 around (\$22,913). This is as close to a balanced budget as possible as some of the expense lines are always moving targets (salaries/benefits).



Questions or Comments?