



## **Spokane Park Board Riverfront Park Committee**

4pm p.m. Monday, June 9, 2025  
Pavilion Conference Room/WebEx virtual meeting  
Dial in: 408-418-9388  
Access code: 2495 489 7022  
Jonathan Moog – Riverfront Park Director

### **Committee members:**

Gerry Sperling – Chair  
Kevin Brownlee  
Jennifer Ogden  
Lindsey Shaw

The Riverfront Park Committee meeting will be held in-person at the Pavilion Conference Room and virtually via WebEx at 4 p.m. on Monday, June 9, 2025. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code 2495 489 7022, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than noon on June 9, 2025 by email to: [spokaneparks@spokanecity.org](mailto:spokaneparks@spokanecity.org) or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

## **Agenda**

### **Call to order**

### **Public comment**

### **Action items**

- A. [Permissible Use Agreement for Downtown Zipline](#) – Jonathan Moog
- B. [Stone GCO / Memorandum of Agreement Riverfront Park North Bank Dog Park \(no cost\)](#) – Nick Hamad

### **Standing Report items**

- A. May 2025 Operations Report – Jonathan Moog

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlovmaster@spokanecity.org](mailto:mlovmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park		<b>Committee meeting date:</b> June 9, 2025
<b>Requester</b>	Jonathan Moog		<b>Phone number:</b> (509) 625-6243
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-1231, RES 2022-0044		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal L, Objective 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier
<b>Item title:</b> (Use exact language noted on the agenda)	Permissible Use Agreement for Downtown Zipline		
<b>Begin/end dates</b>	Begins: 06/23/2025	Ends: 06/22/2035	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> City Council adopted resolution (RES 2022-0044) on May 9, 2022 supporting the Parks Department to proceed with a Request for Proposals (RFP) to evaluate the potential zipline vendors. Epiphany Applied Concepts was the only respondent to bid RFP#5922-23 and their proposal was evaluated and selected by a community working group. The zipline project was managed in two phases: Phase I focusing on Zipline feasibility and legal compliance such as securing permits, variances and any necessary permissions from adjacent property owners; and Phase II focusing on securing City approval to use City property for Zipline construction, operation and maintenance. This agreement, representing Phase II, establishes a permit with Epiphany Applied Concepts, INC and Spokane Skyline, LLC (d/b/a "Mica Moon") to use City and Park property for the purpose constructing, operating, and maintaining a zipline attraction and shuttle service funded at permittees own expense. This permit establishes a fifteen (15) year initial term with an optional five (5) year mutually agreed upon extension. The prospective zipline is approximately 1400 linear feet in length with a flightpath traveling west along the Spokane River from the eastern lower boardwalk viewing platform at A Place of Truths Plaza (aka "CSO Tank 26 Plaza"), crossing under the southernmost large arch of the three (3) large arches beneath the Monroe Street Bridge and landing on the southeastern edge of Redband Park located in the Peaceful Valley neighborhood at 216 North Cedar St., Spokane, WA 99201.			
<b>Motion wording:</b> Approve and forward permissible Use Agreement for Downtown Zipline with Spokane Skylines LLC to City Council.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Skyline LLC Name: Rik Stewart    Email address: Rik@micamoon.com    Phone: (509) 218-6216			
<b>Distribution:</b> Parks – Accounting    Drew@micmoon.com Parks – Sarah Deatrich    Heidi@micamoon.com Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: 50,000    1400-54330-76901-36250 12,000    1400-54330-76901-36284			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. PERMISSIVE USE AUTHORIZATIONS.**

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

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

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

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

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

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

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

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

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

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

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

**2. PERMISSIVE USE AGREEMENT FEES.**

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

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

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

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

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

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

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

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

**D. Payment Terms.**

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

**3. PERMISSIVE USE AGREEMENT CONDITIONS.**

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

**4. INDEMNIFICATION.**

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

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

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

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

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

## **5. INSURANCE.**

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

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

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

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

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

**Phase 2.1 General Liability Insurance.** During the full term of Phase 2.1, Permittee shall additionally maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage arising out of Zipline design, engineering and construction activities. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds under this Agreement. To the extent Permittee contracts with subcontractor/s to perform Phase 2.1 Work, Permittee shall contractually require such subcontractor/s to maintain the same general liability insurance with the same coverage terms and limits naming the City, its officers and employees as additional insureds and require such subcontractor/s to furnish evidence of this insurance prior to beginning Phase 2.1 Work. Such insurance shall also indicate it includes the contractual liability coverage applicable to the indemnity provision of the Agreement.

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

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

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

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

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

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

**1. Phase 2.1 Work COI.**

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

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

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

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

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

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

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

**9. ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or



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

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

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

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

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

**SPOKANE SKYLINE, LLC**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

**CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT**

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

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

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney

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

**Exhibit A:** PERMISSIVE USE AGREEMENT CONDITIONS

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

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

## **EXHIBIT A**

### **PERMISSIVE USE AGREEMENT CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**I. Landing site congestion.**

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

**J. Security.**

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

**K. Emergency Response Plan.**

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

**L. WIFI.**

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

**M. Hours of Operation.**

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

**N. Rider Safety.**

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

**O. ADA access.**

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

**P. Ticket Sales.**

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

**Q. Communication and Outreach.**

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

**R. Signage.**

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

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

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

**T. Complimentary Tickets**

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

## **EXHIBIT B**

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

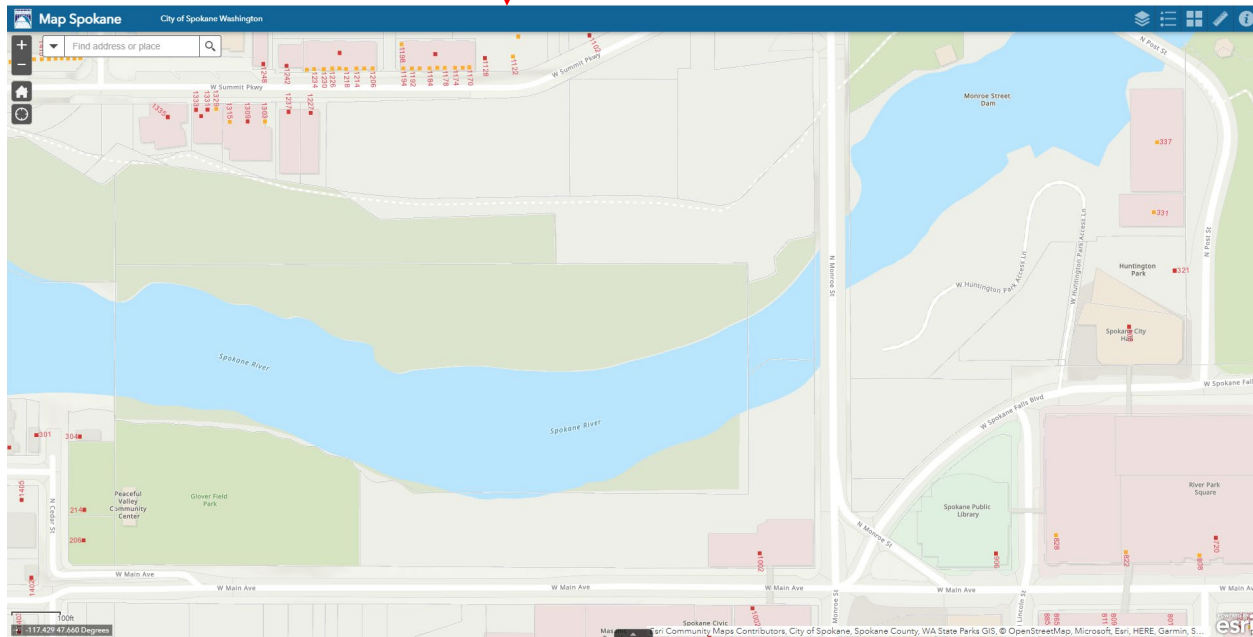
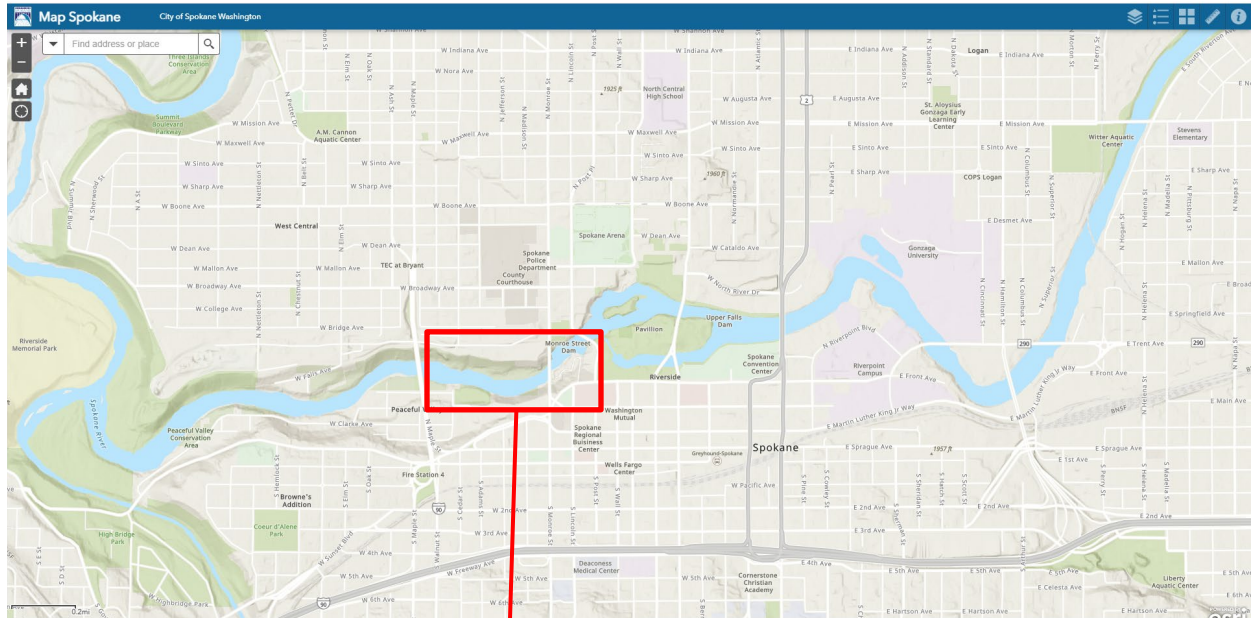


## **EXHIBIT C**

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

## EXHIBIT A – Maps and Area Photographs

### General Location

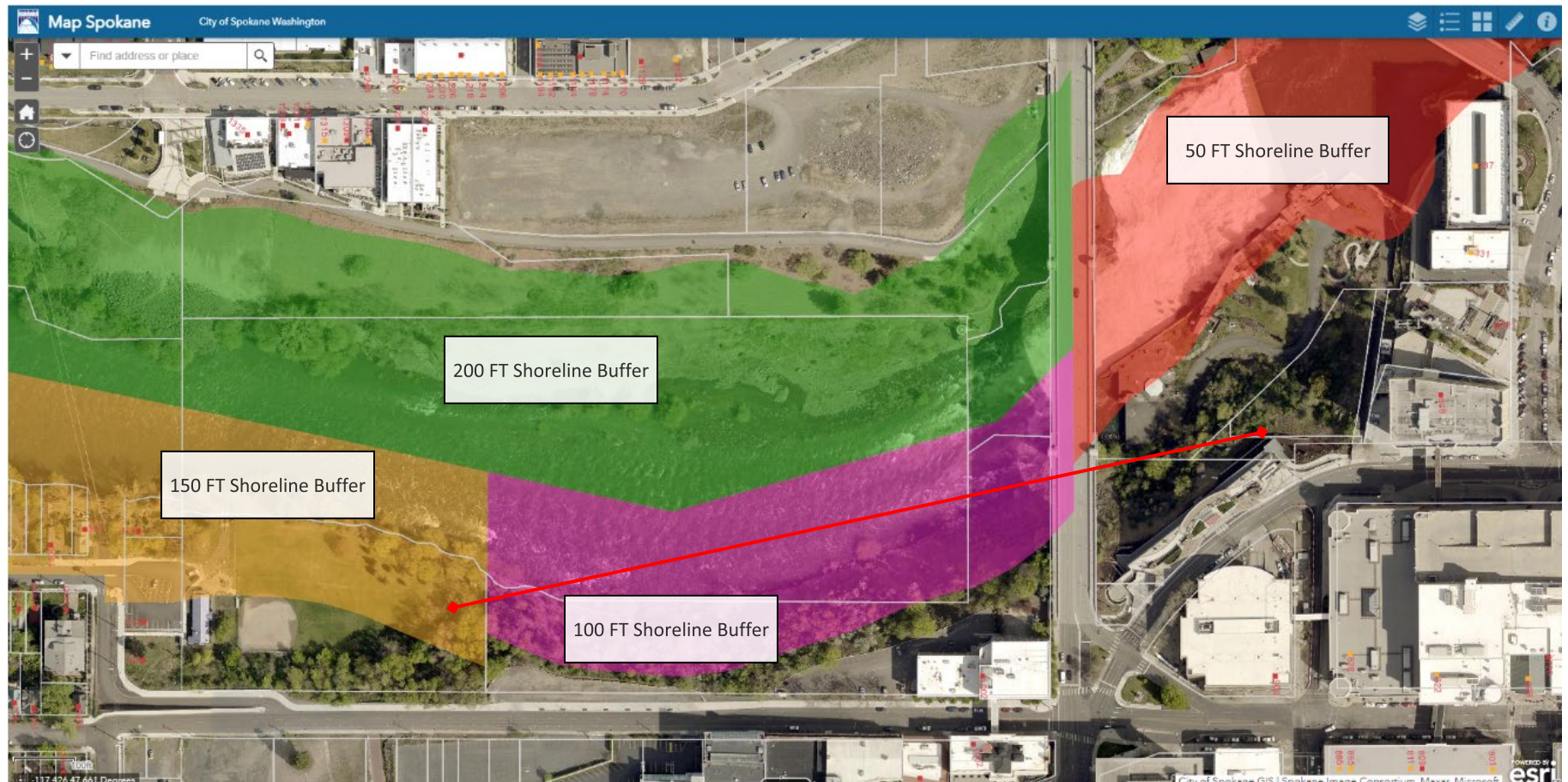


## Site Overview





## Shoreline Setbacks





## Site Pictures

### Departure Site – Place of Truths Plaza









Landing Site – Redband Park













PRELIMINARY

SYNERGO, LLC.  
15026 SW 74th Ave  
Tigard, OR

City Of Spokane  
Spokane Washington

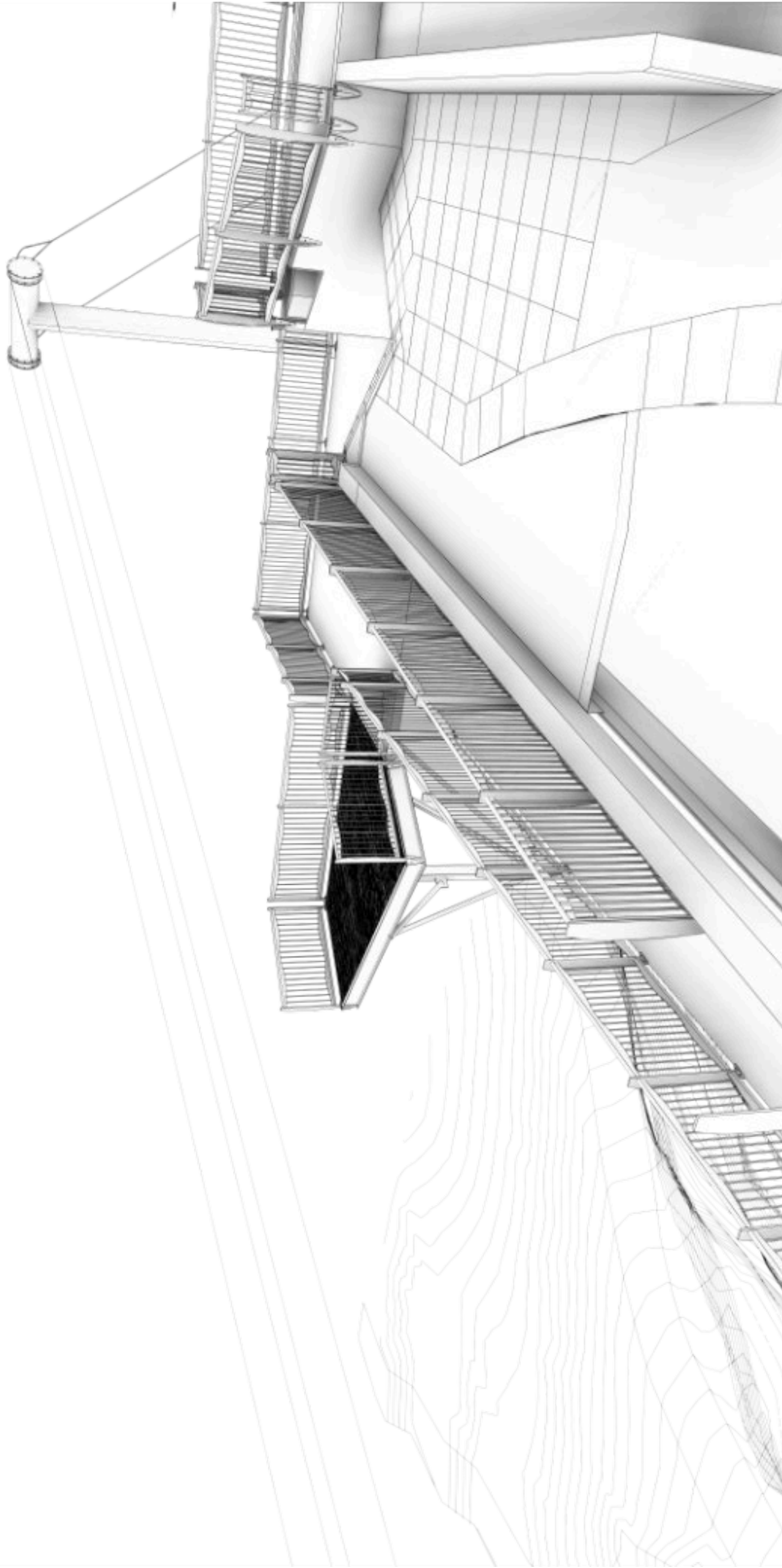
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Checked by:	ECALDWELL
Project #:	15000
Date:	01.13.2024

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**Send contents:**

Page: Date: JAN 13TH, 2025

## T1.01



**DESIGN:**

**SYNERGO, LLC.**  
15995 SW 74th Ave, Suite 200  
Tigard, Oregon 97224  
503.425.9541

ENGINEERING:

**MILLER CONSULTING  
ENGINEERS, Inc.**  
9600 SW Oak St Suite 400,  
Portland OR 97223  
503.246.1250

## CITY OF SPOKANE

350 N Post St,  
Spokane WA 99201







[www.bas-syngo.com](http://www.bas-syngo.com)

SYNERGO, LLC,  
150956 SW 74th Ave  
Tigard, OR

Washington

01.13.2025

## Street contents

Date: JAN 13TH, 2025

$$1^{\circ} = 60' = 3600''$$


**N 047 39 34.18 W 117 25 50.02**

Age Group	No (%)	Yes (%)	Don't know (%)	Refuse to answer (%)
0	25	10	5	60
5	20	15	5	60
10	30	10	5	55
15	25	20	5	50
20	20	25	5	50
25	20	15	5	60
30	25	10	5	60





CONCRETE FOUNDATION  
GUY-LINE TIE BACK

- BOLLARD

**GUY-LINE**

City Of Spokane

Drawn by: RZAINAB  
Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

Sheet contents:

## S1.01



**1/4" = 1'**


$$3.125^{\circ} = 4^{\circ}.2^{\circ}$$




PRELIMINARY

City Of Spokane

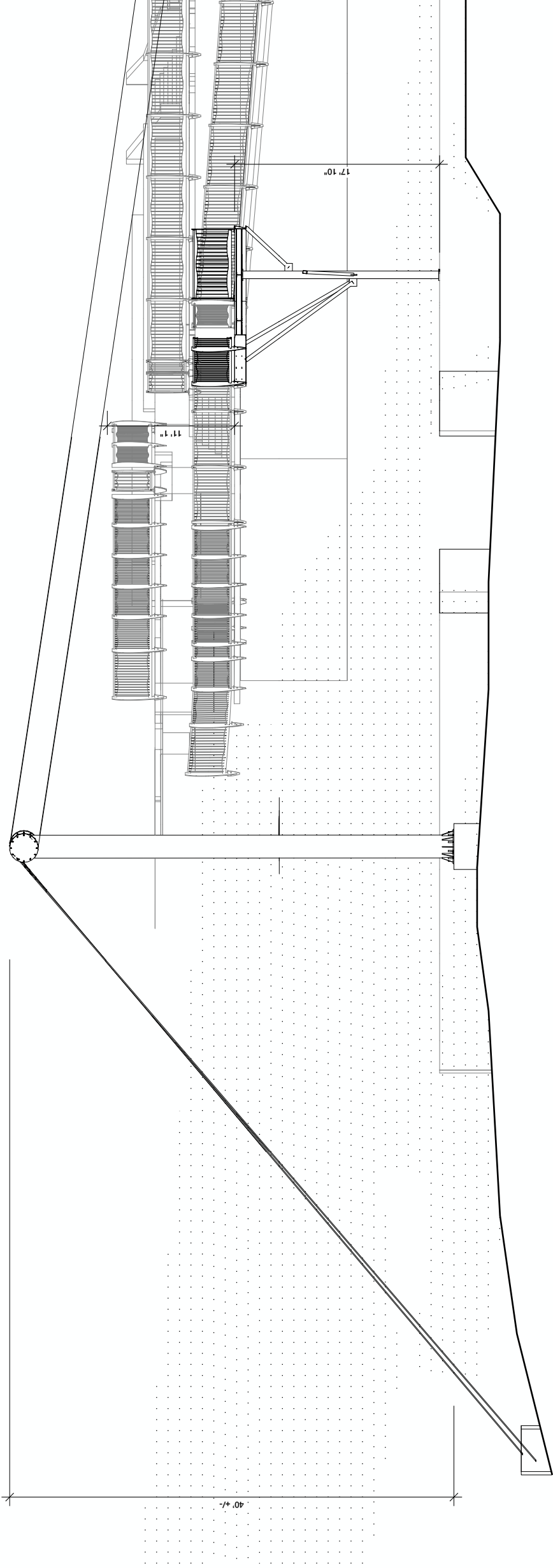
Drawn by: RZAINAB  
Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

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Sheet contents:

Page: Date: JAN 13TH, 2025

**\$1.02**



## START PLATFORM ELEVATION

**3/16" = 1'**





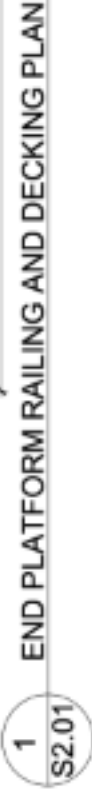
www.brainsynergy.com

SYNERGO, LLC.  
15995 SAN 74th Ave  
Tigard, OR

Washington

[illegible]

Page: Date: JAN 13TH 2025

$$1.12^\circ = 1.12^\circ$$




15995 SW 74th Ave  
Suite 200  
Tigard, Oregon  
97224  
503.425.9541  
[www.beamsynergy.com](http://www.beamsynergy.com)

PRELIMINARY

SYNERGO, LLC,  
115995 SW 74th Ave  
Tigard, OR

Washington

Spokane

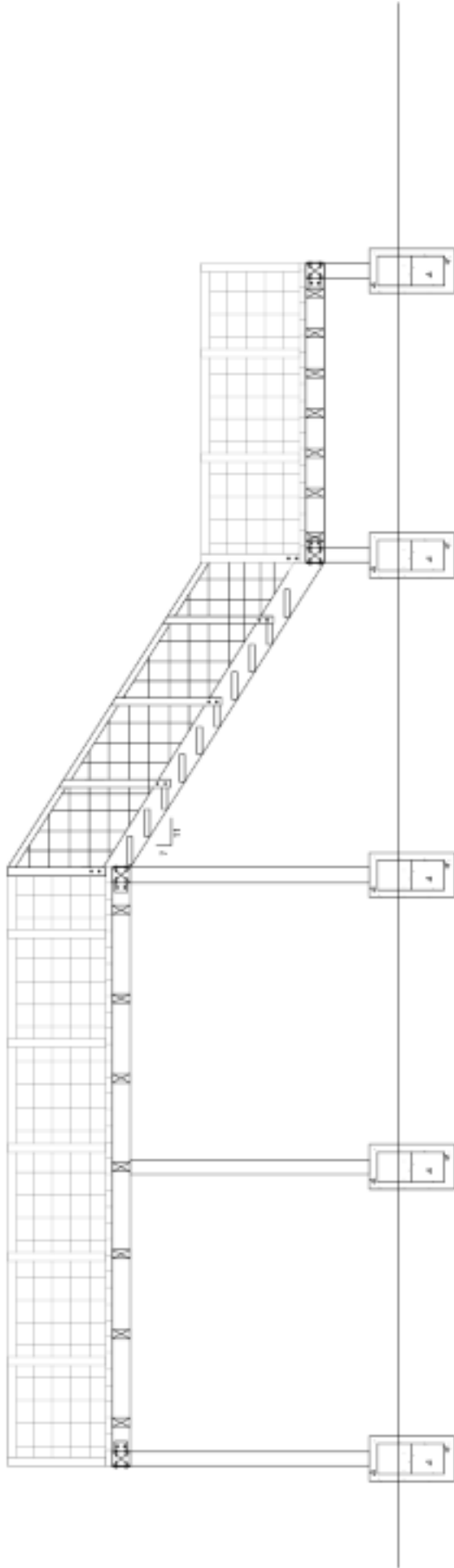
Drawn by: RZAINAB  
Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

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Street contents:

Page: Date: JAN 13TH, 2025

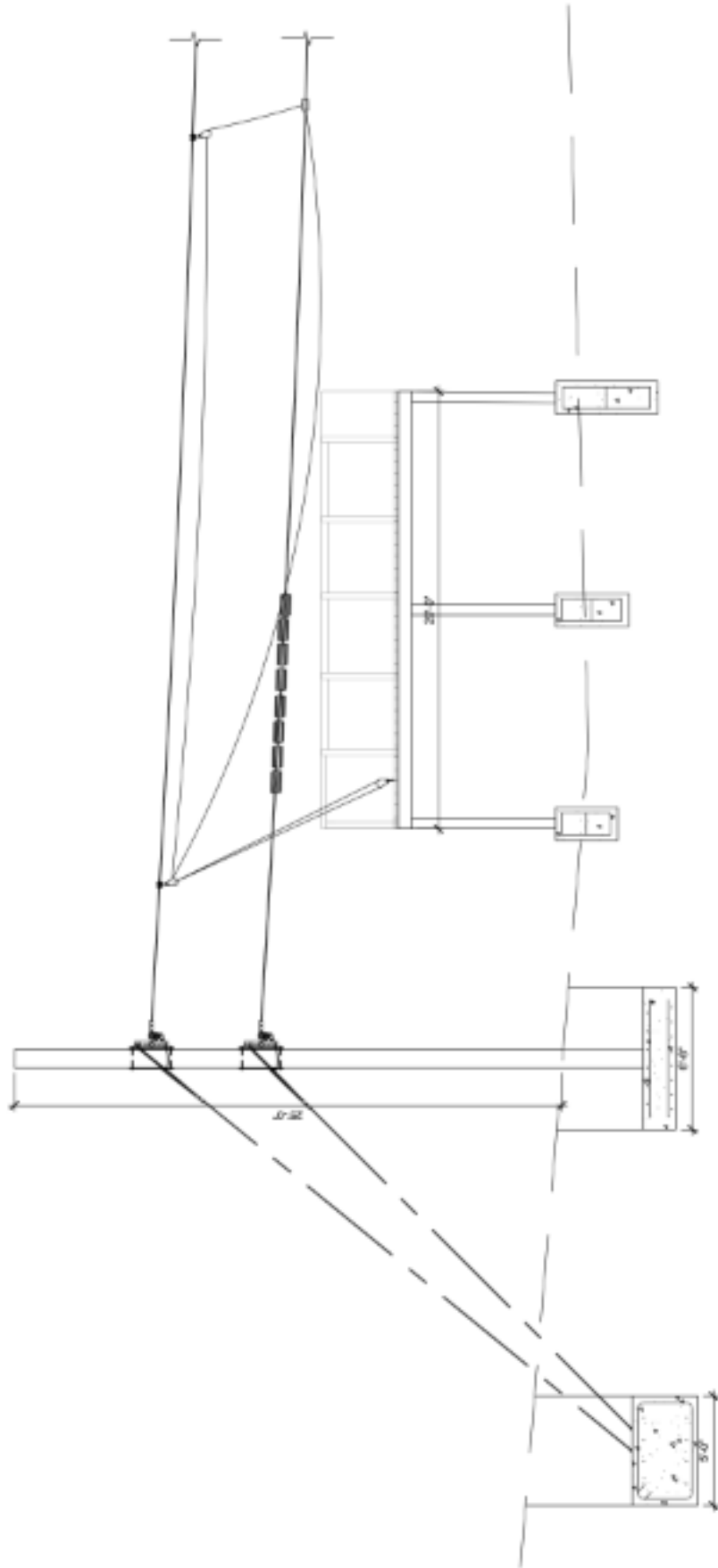
## S2.02



END PLATFORM ELEVATION

1

S2.02



END PLATFORM ZIP LINE ELEVATION

2

52 02

## END PLATFORM ELEVATION

 $1.12^{\circ} = 1.12^{\circ}$ 



PRELIMINARY

SYNERGO, LLC.  
15995 SW 74th Ave  
Tigard, OR

City Of Spokane

Drawn by: RZAINAB  
Checked by: ECALDWELL  
Project #: 19000  
Date: 01.13.2025

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Sheet contents:

Page: Date: JAN 13TH, 2025

**\$2.03**


$$3.18^\circ = +1.0^\circ$$





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SYNERGO, LLC.  
15005 SW 74th Ave  
Tigard, OR

Washington

01.13.2025

Sheet contents:

Date: JAN 13TH, 2025

 $\delta\theta = 0.1$ 

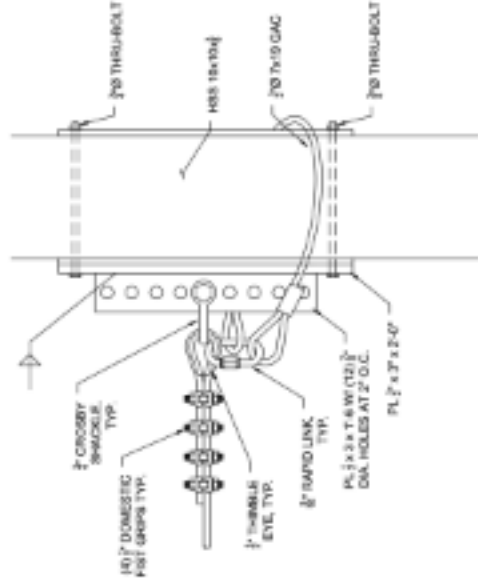
ZIP LINE ELEVATION

NOTES:

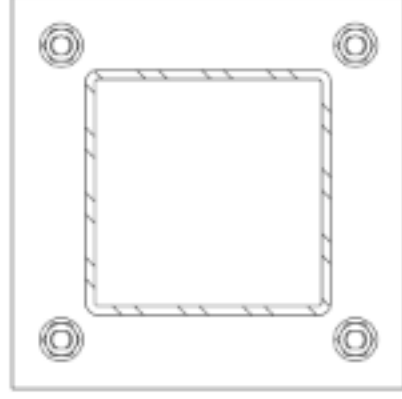
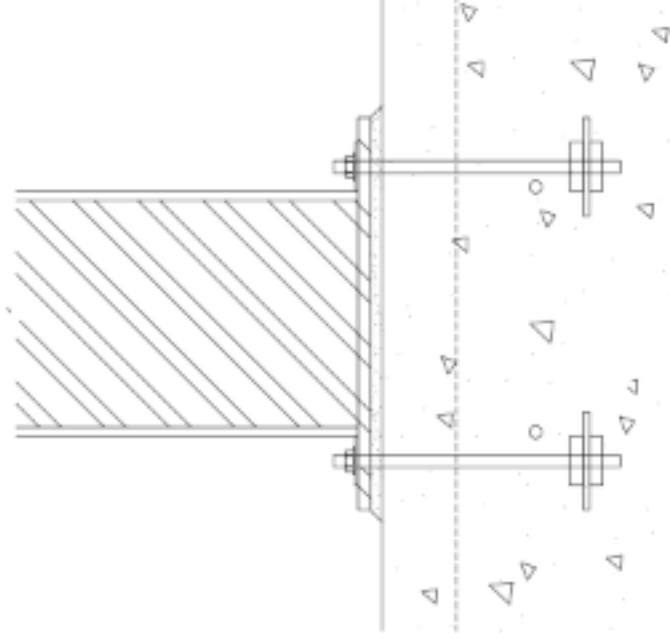
DETAILS ARE NOT  
FINALIZED NOR  
FOR  
CONSTRUCTION

NOTES:

DETAILS ARE NOT  
FINALIZED NOR  
FOR  
CONSTRUCTION



2 ZIP LINE CABLE CONNECTION (LAUNCH)  
\$1.03



PRELIMINARY

SYNERGO, LLC.  
10095 SW 74th Ave  
Tigard, OR

City Of Spokane

Drawn by:	RZAINAB
Checked by:	ECALDWELL
Project #:	19000
Date:	01.13.2025

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Sheet contents:

Page: Date: JAN 13TH. 2025



## Bid Response Summary

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

### Comments

### Question Responses

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

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

## LETTER OF SUBMITTAL

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

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

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



BY



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

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

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

July 24, 2023

## MANAGEMENT PROPOSAL

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

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

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

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

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

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

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

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

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



FIG. 14.—Slipped square knot.

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

a) Mica Moon proposes the following Operations Team Structure:

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

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

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

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

ii) PROPOSED STAFF EXPERIENCE AND QUALIFICATIONS:

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

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

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

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

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

(2) Heidi Stewart, Principal, CFO

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

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

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

iii) SUBCONTRACTORS

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

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

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

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

b) References

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



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

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

## TECHNICAL APPROACH

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

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

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

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

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

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

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

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

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

## **OPERATIONS APPROACH**

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

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

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

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

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

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

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



b) The Zipline Experience:

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

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

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

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

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

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

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

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

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

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

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

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

c) Pricing and Ticket Sales Process

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

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

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

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

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

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

d) Course Maintenance

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

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

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

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

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

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

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

#### e) Free Tickets

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

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



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

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

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

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

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

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

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

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

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

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

## **EXECUTIVE SUMMARY**

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

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

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

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

## IMAGES

ADA Electric Vehicle with Ramp



Existing Ramp to Takeoff Platform ADA





Lower Ramp At Takeoff



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





Place of Truths Uncluttered Viewshed with Zipline in Place



Takeoff Platform Looking at Place of Truths Plaza





Viewshed from Library– Zip Line Not Visible



Place of Truths Plaza Viewpoint now

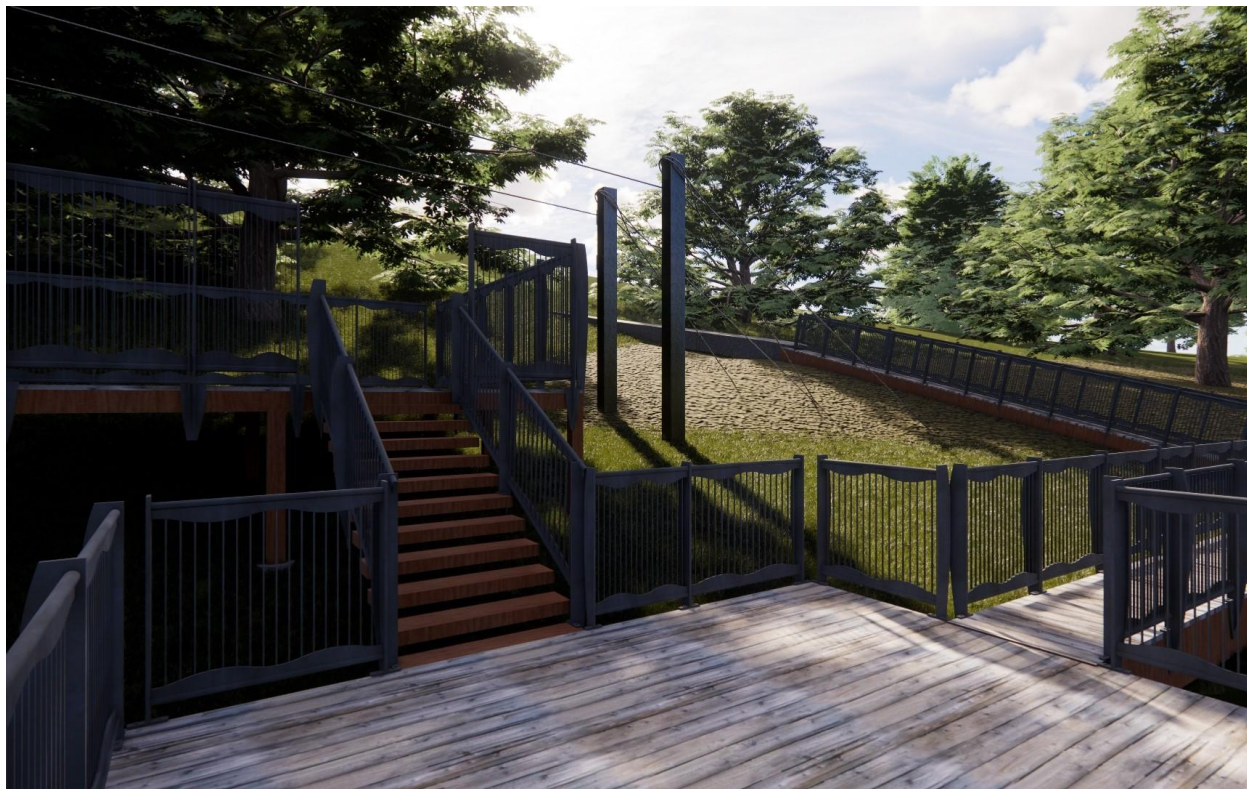




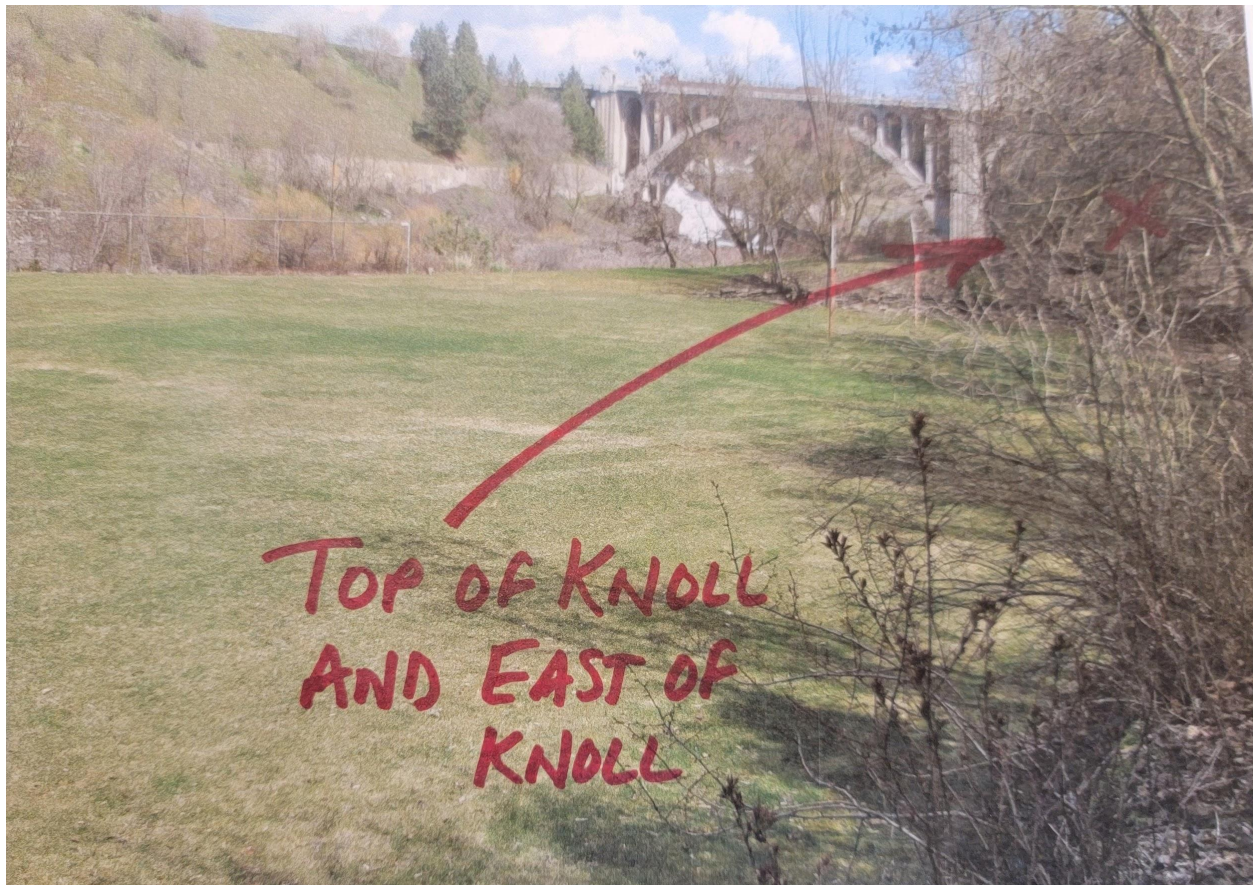
Proposed Path Up To Main Street



Landing Concept at Redband Park with Observation Deck and Ramp



Redband Park Top of Knoll





Pathway to cleanup for Electric Vehicle Route Out of Redband





Historical Redband Park Top of Knoll





Where path empties on Main (Note noxious weeds)





Mica Moon Visitors Map (Global and USA)





## Letter of Recommendation

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

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7.20.23

To Whom it May Concern,

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

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

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

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

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

Best regards,

Kyle Bruser

Chief Operating Officer, Synergo, LLC



Hibbs ♦ Hallmark & Company  
Insurance Agency

City of Spokane, Purchasing

Attn: Thea Prince -RFP Coordinator

915 N Nelson St

Spokane WA 99202

RE: RFP #5922-23

Epiphany Applied Concepts, Inc. dba Mica Moon

Dear Thea,

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

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

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

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

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

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

Sincerely

Robert P. Monaghan CIC

President



# Heidi Stewart

Chief Financial and Chief Operations Officer

Liberty Lake, WA

509-217-8052

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

## Experience

2015 - Present

Chief Financial and Chief Operations Officer, Mica Moon

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

2012 - Present

Controller, Liberty Lake Portal, LLC

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

## Education

1988-1992

Bachelor of Arts, Brigham Young University

- Communications Major
- Business Management Minor
- Music Minor



# Drew Stewart

## Zip Line & Aerial Park Operator

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

## Contact

### Phone

(509) 850-6438

### Email

drew@micamoon.com

### Address

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

## Education

2021

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

2016

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

## Certifications & Training

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

## Language

2019 Portuguese Certified Fluent

2019 Spanish Certified Fluent

## Experience

### 2018 - Present

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

#### Zip Line & Aerial Operator

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

### 2015 - Present

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

#### Aerial Adventure Guide

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

### 2019 - 2021

Aptive Environmental | 191 River Park Dr. Provo, UT

#### Sales Representative/Team Leader

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

## References

### Kevin Trump

Lead Trainer, Synergo

Phone: (609) 234-1437

Email: kevin@teamsynergo.com

### Jacob Gill

Sales Professional, Aptive Environmental

Phone: (509) 578-0237

Email: jtgill16@gmail.com



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

# ***Project Proposal***

City of Spokane Zip Line RFP

ATTN: Rik Stewart and RFP Coordinator Jonathan Moog

Spokane City Hall

Spokane, WA 99201

July 20, 2023

Dear Rik Stewart and RFP Coordinator Jonathan Moog,

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

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

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

Regards,

***Ezekiel Caldwell***

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

# Preliminary Project Proposal

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

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

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

Phase 1: Assessment and Feasibility

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

Site Survey:

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

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

Construction Staking:

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

Structural:



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

#### Electrical:

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

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

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

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#### Phase 2 Design and Engineering

\$156,306.29

Synergo In-House CAD Drafting | For Engineering

Synergo Design Renderings | For Project Preliminary Design

Engineering, Structural | Miller Consulting Engineers

Engineering, Civil | Coffman Engineers

Landscape Architecture, Bernardo Wills

QSI Inspection | By Structural EOR |

Permits | By Ownership |

#### Phase 2: Final Designs and Review

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

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

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

- Financial Opinion of Cost Updates

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

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

Labor-- Project Manager

1,000 hours

**Direct Project Expenses**

\$128,625.00

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

Construction Burden Expenses

1 each

Insurance Adjustment-- Construction

1 each

Insurance Adjustment-- \$1M Vehicle Policy

1 each

**Shipping/Freight**

\$20,457.50

Purchase and ship one 40' Conex container to site.

Allowance: \$20,457.50

**Original Budget**

Trucking

1 each

Freight Shipping

1 each

Shipping back to Synergo

4 each

Package Shipment Allowance

15 each

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

\$22,050.00

Trailer Rental for duration of the project

Allowance: \$22,050.00

**Original Budget**

Construction Trailer- Monthly Rental

4 months

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

\$41,815.77

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

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

Allowance: \$41,815.77

**Original Budget**

Rental, Skid Steer w/Auger and Attachment

.5 months

Rental, Mini-Excavator, 6 ton

1 months

Rental, All-Terrain Forklift, 9000lb,

3 months

Crane Rental

5 days

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

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

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

Allowance: \$19,555.56

**Original Budget**

Temp Fencing per Section 4 each

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

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

Permitting allocation fund for all site control related specs.

Allowance: \$40,425.00

**Original Budget**

Cost plus 10% on above special order items 1 each

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

**Site Sanitation** \$5,000.01

Porta-Potty and hand wash area. Per Month

Allowance: \$5,000.01

**Original Budget**

Porta-Potty 6 months

Hand Wash 6 months

Porta-Potty 6 months

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

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

Roadway barriers and traffic diversion.

Allowance: \$19,116.67

**Original Budget**

Traffic control plan 1 each

Temporary Traffic Control LUMP SUM ESTIMATE 1 each

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

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

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

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

Allowance: \$147,000.00

**Original Budget**

Electrical, lighting, security surveillance 1 each



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

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

Allowance: \$37,158.13

**Original Budget**

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

**Option - To be specified by client**

**TBD**

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**Guy Line Systems**

**\$18,682.23**

Anchorage and Guy Cables from towers to deadman anchors.

Allowance: \$18,682.23

**Original Budget**

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

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

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

Allowance: \$37,664.32

**Original Budget**

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

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

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

Allowance: \$67,266.59

**Original Budget**

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

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

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

Allowance: \$152,002.56

**Original Budget**

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

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

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

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

Allowance: \$76,394.72

**Original Budget**

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

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

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

Allowance: \$79,625.00

**Original Budget**

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

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

Policies and Procedures Manual

Owners Manual  
Operational Review

Allowance: \$12,617.50

**Original Budget**

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

**Option - To be specified by client**

**TBD**

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**Zip Line Photo System**

**\$122,500.00**

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

Allowance: \$122,500.00

**Original Budget**

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

**\$0.00**

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**9) Travel**

**\$78,661.14**

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

**\$8,449.36**

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

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

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

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**Travel Estimates for Construction**

**\$70,211.78**

Travel Charges for Construction include the following:

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



- Rental vehicle and fuel surcharge
- Daily Per Diem

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

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

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

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

## Qualifications - Bernardo Wills

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

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

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

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

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

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

Our landscape architects strive to make compelling

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

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

### Bernardo Wills

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



#### EDUCATION

Bachelor of Landscape Architecture  
University of Idaho

#### CREDENTIALS

Licensed Landscape Architect:  
ID | WA | AZ | NV

#### AFFILIATIONS

Member, Amercian Society of  
Landscape Architects

## Dell Hatch, ASLA

BERNARDO WILLIS | PRINCIPAL-IN-CHARGE

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

#### ADDITIONAL RELEVANT PROJECTS

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



## Bill LaRue, ASLA

BERNARDO WILLIS | LANDSCAPE ARCHITECT

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

### EDUCATION

Bachelor of Landscape Architecture,  
University of Idaho

### CREDENTIALS

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

### AFFILIATIONS

American Society of  
Landscape Architects  
Idaho/Montana Chapter

### ADDITIONAL RELEVANT PROJECTS

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



## LETTER OF INTENT

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

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

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

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

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

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

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

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

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

Avista Corporation

  
(Signature)

Rod Price  
(Printed Name)

Real Estate Manager  
(Title)

9/20/19  
(Date Signed)

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

  
(Signature)

RICHARD M. STEWER  
(Printed Name)

PRESIDENT  
(Title)

JAN 22, 2019  
(Date Signed)

### Exhibit 1







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

**ARTICLE I. PARTIES AND PURPOSE**

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

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

**ARTICLE II. DUE DILIGENCE PROCESS**

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

**Process Goal:**

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

**ARTICLE III. COOPERATION WITH THIRD PARTIES**

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

*Example: City of Spokane, etc.*

**ARTICLE IV. DURATION, TERMINATION**

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

## ARTICLE V. NON-BINDING NATURE

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

## ARTICLE VI. CONTACT PERSONS

### MICA MOON

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

### SYMPLSOFT, INC

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

## ARTICLE VII. SIGNATURES

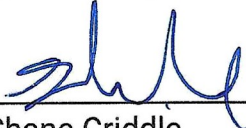
### MICA MOON

Approved by:

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

### SYMPLSOFT, INC

Approved by:

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



# BRAGGING RIGHTS



## 10 BEST RIVERFRONT CITIES

HOME TO THE NATION'S  
SECOND LARGEST URBAN WATERFALL

-USA TODAY



## 10 BEST CRAFT DISTILLERIES

-USA TODAY



## MOST EFFICIENT US AIRPORT

-SMART ASSET

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

### SPOKANE REALLY HAS IT ALL!

The Spokane River winds through deep forests and verdant valleys dotted with several pristine lakes encircled by the majestic snowcapped Selkirk mountains... all of this offering a multitude of amazing outdoor adventures. We consider it a privilege to count our ziplines and aerial park among them and find our home in the thick of all the wonder of the Spokane Region! ”

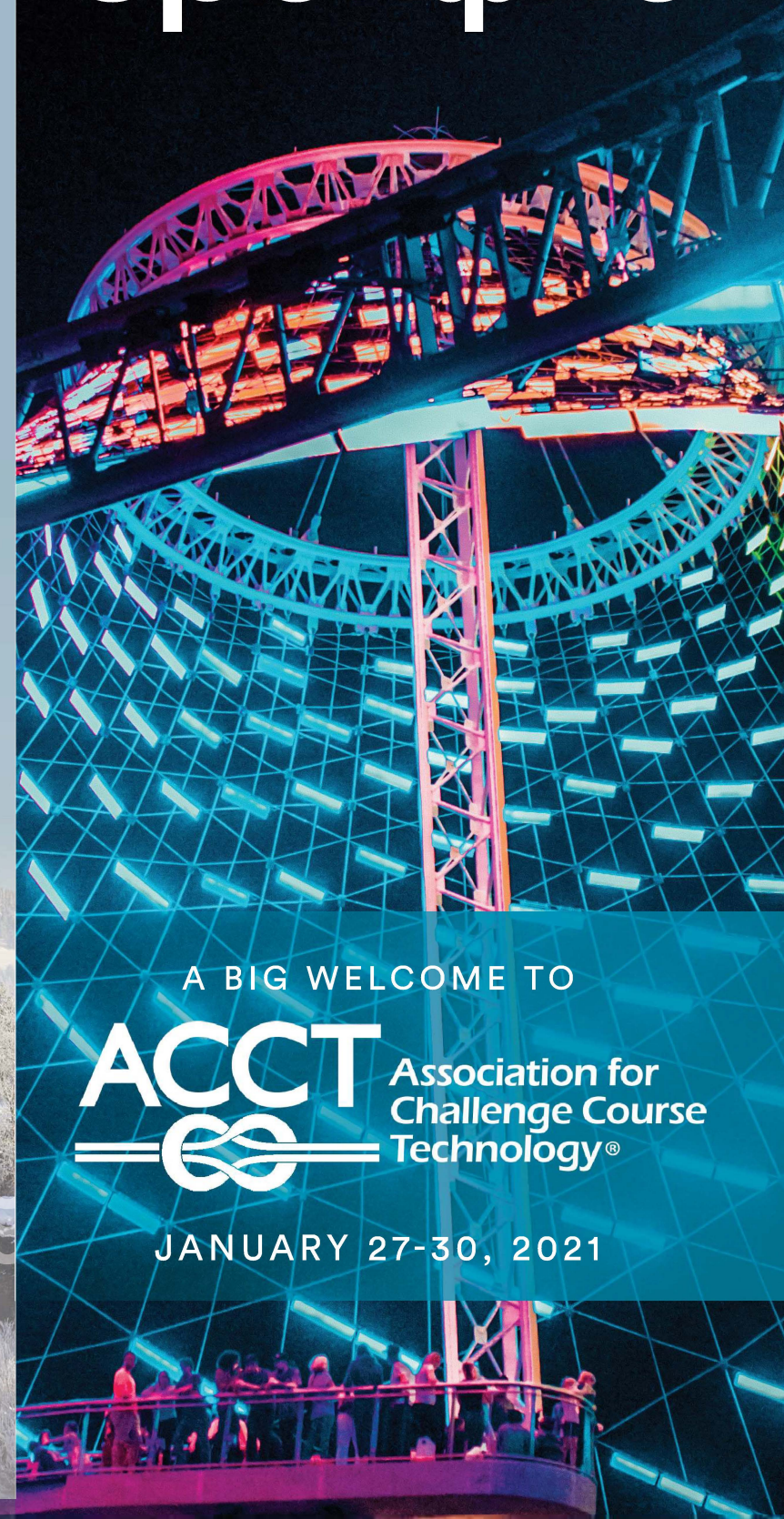
-Rik Stewart  
Mica Moon  
Zip Tours & Aerial Park



VISITSPOKANE.COM

VISITSPOKANE.COM/ACCT2021

# Spokane™



A BIG WELCOME TO



Association for  
Challenge Course  
Technology®

JANUARY 27-30, 2021



## TRAVEL

Getting to Spokane is a snap! Spokane International Airport, just 10 minutes from downtown, has direct flights from Seattle, Portland, Los Angeles, Chicago, Denver, Salt Lake City, Minneapolis, Oakland, Phoenix, San Francisco, San Diego, Sacramento, San Jose, Las Vegas, Dallas, Atlanta and Boise.

## LODGING

ACCT has secured special rates at The Davenport Grand Hotel and The DoubleTree by Hilton Spokane City Center. Reservations can be made via [acctconference.com](https://acctconference.com) inside the "Hotel" tab.

## CLIMATE

Winter is beautiful in Spokane! The average high in January is 34° with an average precipitation level of 1.77-inches.

## RIVERFRONT ACCESS

The scenic Spokane River runs just outside the Convention Center. Be sure to visit our nearby urban waterfalls and take a ride on the Numerica Skyride, which provides a great view of the Spokane River gorge.

## EXPLORE

Plan some extra time to play in the area, as Spokane is surrounded by great playgrounds! The beautiful lake city of Coeur d'Alene, Idaho, is just 32 miles away. Riverside State Park boasts excellent trails and a scenic suspension bridge. Mount Spokane and our nearby forests are great places to explore.

## DINING

Spokane is a great culinary destination! The Wall Street Journal called Spokane "...one of six great small cities for food lovers." It's easy to discover why!

## LIBATIONS

Washington is the nation's second largest wine-producing state. Our Cork District features more than 22 tasting rooms, including many right downtown. Our Ale Trail is easy to jump on and leads to tasty locally produced microbrews. Try our cideries and distilleries as well.

# Spokane™

**creative  
by  
nature**

[VISITSPOKANE.COM/ACCT2021](https://visitspokane.com/acct2021)



# Eco-Shuttle

The Eco-Shuttle offers a sustainable solution to customers who not only desire comfort and style but also a green, zero-emission people moving solution. These vehicles offer a powerful electric motor that provides unbeatable hill climbing and load carrying power. With a range of up to 60 miles per charge, these shuttles can travel a significant distance ensuring a full day of operation.

## Eco-Shuttle Features

- 48 or 72 Volt System
- 8, 11, 14 or 23 Passengers
- Lights Package
- US Batteries
- Curtis Controller
- Up to 60 Miles per Charge
- Narrow Body Design
- Many Colors Available
- Cushion Seats
- Non-Slip Low Floor
- Climbs up to 20% Grade
- Custom Options Available
- Optional Rain Curtains
- Optional On-Board Charger
- Optional Solar Panels
- Optional Wheelchair Accessibility
- Optional CD Player w/ PA System
- Optional Trailing Unit



**ECO 11**



**ECO 14**



**ECO 8**



**ECO 23**

\* Specifications are standard features only. Additional operational equipment is available.  
Specifications are subject to change as manufacturer determines.

440 Mark Leany Drive  
Henderson, NV 89011  
1-800-SVI-TRAM  
[www.specialtyvehicles.com](http://www.specialtyvehicles.com)



# Eco-Shuttle Specifications

	8 Passenger Shuttle	11 Passenger Shuttle	14 Passenger Shuttle	23 Passenger Shuttle
Voltage	48V	72V	72V	72V
Seating	8	11	14	23
Drive Type	4x2 rear	4x2 rear	4x2 rear	4x2 rear
Motor - AC	4KW, Industrial	5KW, Industrial	5KW or 7.5KW, Industrial	9KW, Industrial
Dimensions (Inches/mm)	165"x59"x80" 4200x1510x2025	180"x59"x80" 4570x1510x2025	187"x59"x80" 4665x1510x2025	221"x84"x87" 5613x2134x2210
Min. Ground Clearance	5"/130mm	5"/130mm	5"/130mm	4"/101mm
Turn Radius	19ft /6m	19ft /6m	19ft /6m	≤ 28' /9m
Curb Weight	2130 lbs /965 kg	2755 lbs /1250 kg	2865 lbs / 1300 kg	4695 lbs / 2130 kg
Max. Passenger Load	1400 lbs /640kg	1925 lbs /880 kg	2315 lbs / 1050 kg	3860 lbs / 1750 kg
Max. Speed	18 mph/29 kmh	20 mph/32 kmh	21 mph/32 kmh	15 mph/ 24 kmh
Max. Climbing w/ Full Load	20%	20%	20%	15%
Range: Loaded, on flat road at 13mph	44mi/70km	60mi/97km	60mi/97km	75mi/120km
Frame	Powder Coated Steel	Powder Coated Steel	Powder Coated Steel	Powder Coated Steel
Windshield	Curved Hardened Glass w/ Upper Tint	Curved Hardened Glass w/ Upper Tint	Curved Hardened Glass w/ Upper Tint	One Piece Glass
Lights: Headlights, Tail Lights, Turn Signals, Side Markers, Front Fog Lights	Standard	Standard	Standard	Standard
Canopy Top	Steel Frame + Fiberglass	Steel Frame + Fiberglass	Steel Frame + Fiberglass	Steel & Fiberglass
Body	Fiberglass	Fiberglass	Fiberglass	Fiberglass
Seats w/ Stainless Armrests	Vinyl over dense foam	Vinyl over dense foam	Vinyl over dense foam	Foam & Vinyl w/ Aluminum Arm Rests
Suspension	Front MacPherson Strut/Rear Leaf Spring	Front MacPherson Strut/Rear Leaf Spring	Front MacPherson Strut/Rear Leaf Spring	Front MacPherson Strut/Rear Leaf Spring
Steering	Power Steering Rack	Power Steering Rack	Power Steering Rack	Power Steering Rack
Converter	48V - 12V	72V - 12V	72V - 12V	72V - 12V
Charger	48V	72V	72V	72V
Controller	Curtis 400 amp	Curtis 400 Amp	Curtis 400 Amp	Curtis 550 Amp
Tire Size	Dunlop 165/70 R13	Dunlop 165/70 R13	Dunlop 165/70 R13	Dunlop 195/70-R15
Drive Unit	Direct Drive	Direct Drive	Direct Drive	Rear Wheel Direct Drive
Batteries	US2000XC 6V (8pcs)	US2000XC 6V (12 pcs)	US2000XC 6V (12 pcs)	US2000XC 6V (24 pcs)
Battery Access	Under Seat	Under Seat	Under Seat	Under Seat
Motor/Controller Access	Under Rear Seat	Under Rear Seat	Under Rear Seat	Under Rear Seat
Brakes	Front Disc / Rear Drum	Front Disc / Rear Drum	Front Disc / Rear Drum	Four Wheel Hydraulic
Parking Brake	Cable, Rear	Cable, Rear	Cable, Rear	Cable, Rear
Gauges: State of Charge, Speedometer, Odometer, Voltmeter, Ammeter, Light Indicator	Standard	Standard	Standard	Standard
Features: Horn, Reverse Alarm, CD Player (4 Speakers), Windshield Wiper, Cup Holder, Storage Console, Rearview Mirrors	Standard	Standard	Standard	Features: Horn, Reverse Alarm, CD Player (4 Speakers), Windshield Wiper, Rearview Mirrors
Rain Curtains	Optional	Optional	Optional	Optional
Pull-Down Sunshades	Optional	Optional	Optional	Optional
PA System (Hand Held or Hands Free Mic)	Optional	Optional	Optional	Optional
Seat Belts	Optional	Optional	Optional	Optional
Aluminum Wheels	Optional	Optional	Optional	N/A
Front Stainless Push Bumper	Optional	Optional	Optional	Optional



*\*Specifications are standard features only. Additional operational equipment is available. Specifications are subject to change as manufacturer determines.*

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## EV Specifications Review

I have gone through the specs and these look like pretty solid transport vehicles. I particularly like that they use 6V deep cycle golf cart batteries. This makes maintenance of the batteries very simple and those can be found right on the shelf. As for these vehicles meeting your needs, I am not able to make a full assessment without knowing how many miles you expect to drive and how many of those miles are on that 10% grade. I can assume that you are looking to drive these vehicles less than 60 miles a day, since that is the stated vehicle range. I will run through a quick scenario with the 14-passenger model to evaluate how this vehicle would perform.

### Assumptions:

- The vehicle is fully loaded throughout the day.
- The vehicle speed never exceeds the 13MPH (13MPH is the speed at which the ranges was determined)
- The vehicle batteries do not run below 20% state of charge (SOC). Running the battery below 20% SOC can cause the overall lifespan of the battery to be decreased. This reduces the usable range to 48miles of driving on flat ground. This is the mileage will drive in this scenario.
- The vehicle spends 30% of its travel time on the 10% grade.
- The 10% grade will reduce the vehicles' performance by 10%.

The 14-passenger vehicle comes equipped with twelve 6V/220AH batteries. Each battery can store 1.32kWh of energy (6V\*220AH)/1000). All twelve store 15.84 kWh of energy. With a total range of 60miles the vehicles efficiency is: 60 Miles/15.84 kWh = 3.8Mile/kWh

Miles driven on 10% grade = 48 miles \* 30% = 14.4 miles

Miles driven on flat ground = 48 miles – 14.4 miles = 33.6 miles.

Energy used for flat ground driving: 33.6 miles / 3.8 miles/kWh = 8.84 kWh

Energy used for driving on 10 % grade: 14.4 miles / ((3.8 – (3.8 \* 10%))miles/kWh) = 4.21 kWh

Daily total kWh: 8.84kWh + 4.21 kWh = 13.05 kWh

In this scenario we would be finishing the day with the batteries at 17.6% SOC, which is not too bad. Charging the batteries in the next piece of the puzzle. If you run these 10hrs per day, you will have 14 hours to fully charge them. To charge this system you will need a 72V charger. These come in a variety of amperage ratings, a quick search online found one of the largest to be 25A.

Charging time = 13.05 kWh/(72V\*25A)/1000W/kW) = 7.25hrs. You could easily charge the batteries in 14 hours.

The daily range could be extended by adding some charging time during the day as well. That 72V/25A charger can add 1.8kWh to the batteries every hour. That equates to adding 6.84 miles of range for every hour of charging. The range will also be extended if the vehicles are not fully loaded for all parts of the day. It will be decreased if the vehicles are consistently driven faster than 13 MPH. These are all factors that would need to be considered with a more in-depth assessment.

**Bryce Eschenbacher, PE**

Senior Electric Transportation Engineer  
Avista Utilities

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Committee			<b>Committee meeting date:</b> June 9, 2025
<b>Requester</b>	Nick Hamad			<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	OPR 2021-0508			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A		<b>Master Plan Priority Tier:</b> N/A (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Stone GCO / Memorandum of Agreement Riverfront Park North bank Dog Park (no cost)			
<b>Begin/end dates</b>	Begins: 06/12/2025		Ends: 06/12/2027	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> In June 2021, park board approved LOI for proposed dog park on north bank of Riverfront Park.  In June of 2024, park board rejected a proposed agreement with LB Stone for the dog park as the terms of the agreement did not match the terms of the LOI.  LB Stone has revised the terms of the proposed agreement and is requesting park board consideration of the updated agreement. This agenda item will review the updated proposal, discuss, and request park board direction regarding adjustment / approval / rejection.				
<b>Motion wording:</b> Motion to approve Memorandum of Agreement with StoneGCO, LLC for a dog park improvement at Riverfront Park (no cost)				
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Stone GCO Name: Nick Czapla    Email address: NickCzapla@LBStoneProperties.co    Phone: 509.343.9003				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: -    Budget code: -				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				



**MEMORANDUM OF AGREEMENT****RIVERFRONT PARK NORTHBANK DOG PARK**

This Memorandum of Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2025~~2024 (the “Effective Date”) between StoneGCO, LLC, a Washington limited liability company (“Stone”) and or assigns, and City of Spokane Parks and Recreation (“Parks”), hereinafter collectively referred to as the Parties.

**Background and Purpose**

A. As an amenity for citizens of Spokane, Stone has proposed to develop a public dog park in Riverfront Park situated at the northern terminus of the Riverfront Park suspension bridge. Parks desires to renovate the park grounds at this location to improve public safety, enhance visual access to the river corridor, and provide additional park amenities to the public. The Parties wish to set forth the conditions under which Stone will develop a public dog park in Riverfront Park.

B. The public dog park that the Parties envision is generally depicted in Exhibit A and is proposed to include new walkways/pathways to a river overlook, new fencing, new lighting, ~~removal~~relocation of the ~~restored~~ park shelter, existing historic rock walls, renovated landscaping & irrigation, and appurtenances as required (the “Dog Park”). It is anticipated the detailed design layout of the Dog Park and its amenities will be modified from Exhibit A in order to comply with applicable development regulations and incorporate public feedback as appropriate. The historic elements of the site will be redeveloped in a manner consistent with the requirements of the City of Spokane’s Historic Preservation Office and Washington Department of Archaeology and Historic Preservation. The existing historic rock walls lining pathways to the suspension bridge will remain as will the bridge towers and existing underground utilities. All proposed improvements shall meet all permit and building requirements of authorities having jurisdiction and shall be mutually acceptable to Stone and Parks prior to commencement of construction activity. Once completed and opened to the public, the Dog Park will be considered part of Riverfront Park and will be open to the public during regular park hours.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**AGREEMENT****Section 1 Dog Park**1. Stone Responsibilities.

- a. Stone will develop the Dog Park to Parks’ satisfaction and in full compliance with recognized guidelines applicable to dog parks, including Spokane County Code 5.04.45 Designated off-leash area(s) - rules and regulations (or something similar), and in a manner and quality that is consistent with the other improvements that have been completed recently in Riverfront Park, all at no cost or expense to Parks and/or the City of Spokane. The Dog Park shall be developed with a fence six feet tall to secure dogs within the off-leash area. Stone shall, at its sole expense, design, engineer, construct, and otherwise develop the Dog Park pursuant to all government authorities or agencies having jurisdiction. If Stone, through no fault of its own, has not achieved Substantial Completion (as defined below) of the Improvements by Q2 of 2026, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes, or alternatives to complete the improvements. As used herein, the term “Substantial Completion” shall mean the stage in the progress of the improvements are sufficiently complete in accordance with approved plans such that the public can occupy or utilize the improvements for their intended use.



- b. Stone shall obtain all necessary governmental approvals and permits from authorities having jurisdiction.
- c. Stone shall submit preliminary improvement plans to the Parks Department which contain:
  - i. A site plan depicting proposed improvements, including but not limited to, the location of all structures, security cameras, signage, pedestrian ingress and egress routes, fences, etc.
  - ii. Character sketches illustrating the elevation and general appearance of the improvements.
  - iii. The design steering committee recommendation to the Park Board for acceptance of the submitted preliminary improvement plan.
- d. Within one hundred and twenty (120) days after approval of the preliminary improvement plans, or as otherwise mutually agreed, Stone and their agent(s) shall prepare construction documents in substantial conformance with the approved preliminary improvement plans for review and approval by the Parks Director or designee. Stone shall not commence with construction until receiving approval of construction documents by the Parks Director or designee, such approval which shall not be unreasonably withheld, conditioned, or delayed.
- e. Upon completion of the Dog Park, Stone shall dedicate and donate the Dog Park and all improvements constructed thereon to Parks.
- f. Stone, at no cost or expense to Parks, shall maintain, operate, and repair the Dog Park, including improvements, to Parks' satisfaction for a period of three (3) years commencing on the Effective Date. Stone shall have the option to extend this Agreement for eight (8) extension periods, each for a term of three (3) years commencing immediately following the expiration of the then current term. Maintenance, operation and repair activities includes but is not limited to: trash cleanup, sweeping, washing and cleaning of hardscapes (walkways, walls, etc.), touch up painting, trimming and mowing shrubs, grasses, and trees, weeding and top-off mulching of landscape planting beds, minor repair to site fencing and gates, maintenance as required to ensure light fixtures remain in good operating condition, minor repair, cleaning and upkeep of fixtures, furnishings and equipment, and maintenance of ground surfacing (gravel, grass, artificial turf, etc.) within the Dog Park.
- g. Stone shall obtain and keep in force throughout construction a commercial general liability insurance policy on an occurrence basis with combined single limit of no less than \$1 million per occurrence and \$2 million General Aggregate, naming the City of Spokane Parks Department, its officers, employees, contractors, agents, and other such persons or entities Parks may designate as additional insureds. Subject to paragraph 2h, Stone and its insurers shall have the benefit of all affirmative defenses and protections under Washington statutory and common law regarding liability arising from development and construction of the Dog Park.
- h. Parks will be responsible for opening and closing the Dog Park daily. Parks will ensure the Dog Park remains open daily for public use. The Dog Park may be closed during the hours of closure as listed within the Spokane Park Code as codified in Chapter 12.06A of the Spokane Municipal Code, as may be amended. Parks and Stone will work together to place appropriate signage notifying the public the Dog Park is open to the public and that the entirety of the Park Code applies to the Dog Park. Stone may temporarily close sections of the Dog Park to enable landscape maintenance and revitalization.

- i. Stone, in recognition for its contribution to the public, will be permitted to (i) name the Dog Park and all of the Dog Park features and elements within the Dog Park as permitted by Park Department Admin Policy 1400-11-07 – ‘Sponsorships, donations, naming recognition of parks and recreation areas or facilities’ as depicted in Exhibit B, and (ii) benefit from any compensation associated therewith. Once adopted, the approved Dog Park feature name and associated recognition (commemorative recognition such as memorial, signs, benches, plaques, or tributes), shall be granted for a period of three (3) years and any extensions.
  - j. Stone acknowledges that Parks may close parts of Riverfront Park to dogs for certain large events (Pig Out In The Park, etc.). Nonetheless, Parks agrees that the Dog Park shall be excepted from ~~closure~~any obligation to close during such large events.
2. Parks’ Responsibilities.
- a. Parks may convene a design steering committee consisting of stakeholders from park staff, businesses, and residents adjacent to the proposed Dog Park, and the general public to provide input during the preliminary design process. The committee may recommend a preferred preliminary plan for approval or disapproval by the Park Board. Upon Park Board approval of the preliminary improvement plan, the design steering committee shall disband.
  - b. The Park Board shall approve or disapprove of the preliminary improvement plans within sixty (60) days from Stone’s delivery of said plans. In the event the Park Board disapproves the preliminary improvement plan, the Parties will work together in good faith to reach agreement on the preliminary improvement plans. If agreement cannot be reached, this Agreement as written shall be voidable by Stone.
  - c. Parks shall designate a qualified person to inspect and confirm the improvements are constructed in accordance with agreed upon improvement plans, governmental approvals, permits, and applicable laws.
  - d. Parks will be responsible to pay for Dog Park utility expenses for the duration of this Agreement. Utility expenses to be paid by Parks shall include basic monthly water meter charges, water consumption charges, commercial sewer charges, general stormwater charges, refuge, water-wastewater capital charges, and basic electric service charges for Dog Park lighting
  - e. Parks will be responsible for enforcing Riverfront Park and Dog Park rules within the Dog Park for the duration of this Agreement. Parks will be responsible for the security for the Dog Park and shall inspect the Park at a minimum of once per hour between 10:00pm and 7:00am and once per every two hours between 7:00am and 10:00pm. The Parks security shall remove anybody camping, lying, open drug use, inappropriate activity, or violating Dog Park rules. Parks shall issue “No Trespass” notices whenever Parks is aware or made aware of individuals and/or dogs violating Parks or Dog Park rules, or upon request of Stone.
  - f. Parks shall cooperate with Stone for the planning and permitting, to the extent necessary, of any private events Stone desires to be held in the Dog Park, which may include food and wine service. Stone shall be responsible for all special event clean-up services and all food and alcohol permitting that may be required, except where the Parties agree such services are the obligation of a third party.
  - g. Park requires that the shelter structure be restored and Parks agrees that the shelter structure can be relocated ~~in the approximate location as depicted in Exhibit A. Exact location shall be mutually agreeable by both Party’s.~~ Stone shall dismantle the timber structure, and salvage all reusable materials, ~~and reassemble with salvage and like materials with a maximum eave height~~

~~of eleven (11) feet.~~ Stone and Parks previously agreed that all costs related to the dismantle, relocation, and reassembly shall be Parks responsibility. Stone has budgeted the cost of such work to be approximately \$73,500.00. Stone shall perform this work and Parks shall reimburse Stone. ~~Alternatively,~~ Parks may elect to have Stone store the salvageable materials, for a period not to exceed ten (10) years, until such time Parks elects to reinstall the shelter structure.

- h. Parks shall, to the extent permitted by law, defend, indemnify and hold Stone harmless from and against all debts, duties, obligations, liabilities, liens, suits, claims, causes of action, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) incurred by reason of or in connection with the public's use of the Dog Park, unless caused by the gross negligence or willful misconduct of Stone. Parks waives immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold Stone harmless. The Parties recognize that the inclusion of this paragraph is of material consideration to Stone in connection with its agreement to construct the Dog Park hereunder at its sole cost and expense.

## Section 2      **Default and Remedies**

1. Events of Default. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Parties may, at their option, declare an "Event of Default" under this Agreement:
- (a) Either Party fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the other party or creates a material risk of injury to person or damage to property;
  - (b) Either Party fails to comply with any term or fails to perform any of its obligations under this Agreement, and continues for a period of ten (10) days after written notice from the other party;
  - (c) If any representation or warranty made by Stone or Parks in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, the party shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from the other party; or
  - (d) If the Park Board concludes that it cannot approve any design or the City concludes that it cannot permit any construction of the Dog Park, and such conclusion is supported by a final judgment from a court having appropriate jurisdiction or in the alternative a binding award reached through alternative dispute resolution, all content outlined in this Agreement is void, provided that Stone shall have every opportunity to pursue recourse from the appropriate authorities.
2. Cure; Remedies. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within a reasonable period of time after commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting party's control, the period of time in which the defaulting party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure. Upon the occurrence of any Event of Default not cured within the cure period described above, the non-defaulting party may perform any and all work necessary to complete and secure the Dog Park

or to remove hazardous conditions to protect the Dog Park and invoice the defaulting party for the same. Such invoice to the defaulting party shall be payable within thirty (30) days of receipt of the invoice by the non-defaulting party.

### **Section 3      Miscellaneous Provisions**

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this Agreement are incorporated herein by this reference as though fully set forth herein.
2. Attorneys' Fees and Costs; Governing Law and Venue. In the event legal action is instituted to enforce or interpret the terms of this Agreement or any decision of an arbitrator(s), the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and costs incurred in such action, as determined by the court(s) or by the arbitrator(s). In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this Paragraph, the term "action" shall be deemed to include any arbitration proceeding or any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States. Venue and jurisdiction for any action shall lie in Spokane County, Washington and this Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
3. Entire Agreement. Except as expressly stated herein, this Agreement is the entire agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.
4. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions; this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
5. Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.
6. Volunteers. Nothing in this Agreement shall restrict Parks from utilizing volunteers to meet its obligations as described herein. Volunteers may from time to time assist in the performance of Dog Park duties, provided that Parks shall ensure that such volunteers are under the direct supervision of a representative of Parks.
7. Third Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to this Agreement on persons or entities not a Party to this Agreement.
8. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
9. Negotiation. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

10. Effectiveness. This Agreement is effective on the Effective Date.
11. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; and by (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

Stone: StoneGCO, LLC  
Attn: Nick Czapla  
PO Box 3949  
Spokane, WA 99220  
Email: [nick@lbstoneproperties.com](mailto:nick@lbstoneproperties.com)

With a copy to:

Lukins & Annis, P.S.  
Attn: Tyler Black  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201  
Email: [tblack@lukins.com](mailto:tblack@lukins.com)

Parks: City of Spokane, Park Board  
Attn: Garrett Jones  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Email: [gjones@spokanecity.org](mailto:gjones@spokanecity.org)

With a copy to:  
Office of the City Attorney  
Attn: James Richman  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201  
Email: [jrichman@spokanecity.org](mailto:jrichman@spokanecity.org)

12. Antikick 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 this Agreement, or solicit, accept, or grant a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
13. Debarment and Suspension. Stone 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.
14. Assignment. This Agreement shall be assignable by Stone, with the consent of Parks, which consent shall not be unreasonably withheld, conditioned or delayed, provided that in the event of any transfer of Stone’s



interest in its residential project situated generally at ~~700600~~ N Lincoln (other than a transfer for collateral purposes only), upon the assumption of this Agreement by the transferee, Stone shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, but such covenants and obligations shall be binding during the term upon each new owner for the duration of such owner's ownership.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

**StoneGCO, LLC**

**City of Spokane, Park Board**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

Attest:

Approved as to form:

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

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

## EXHIBIT A - DEPICTION OF DOG PARK

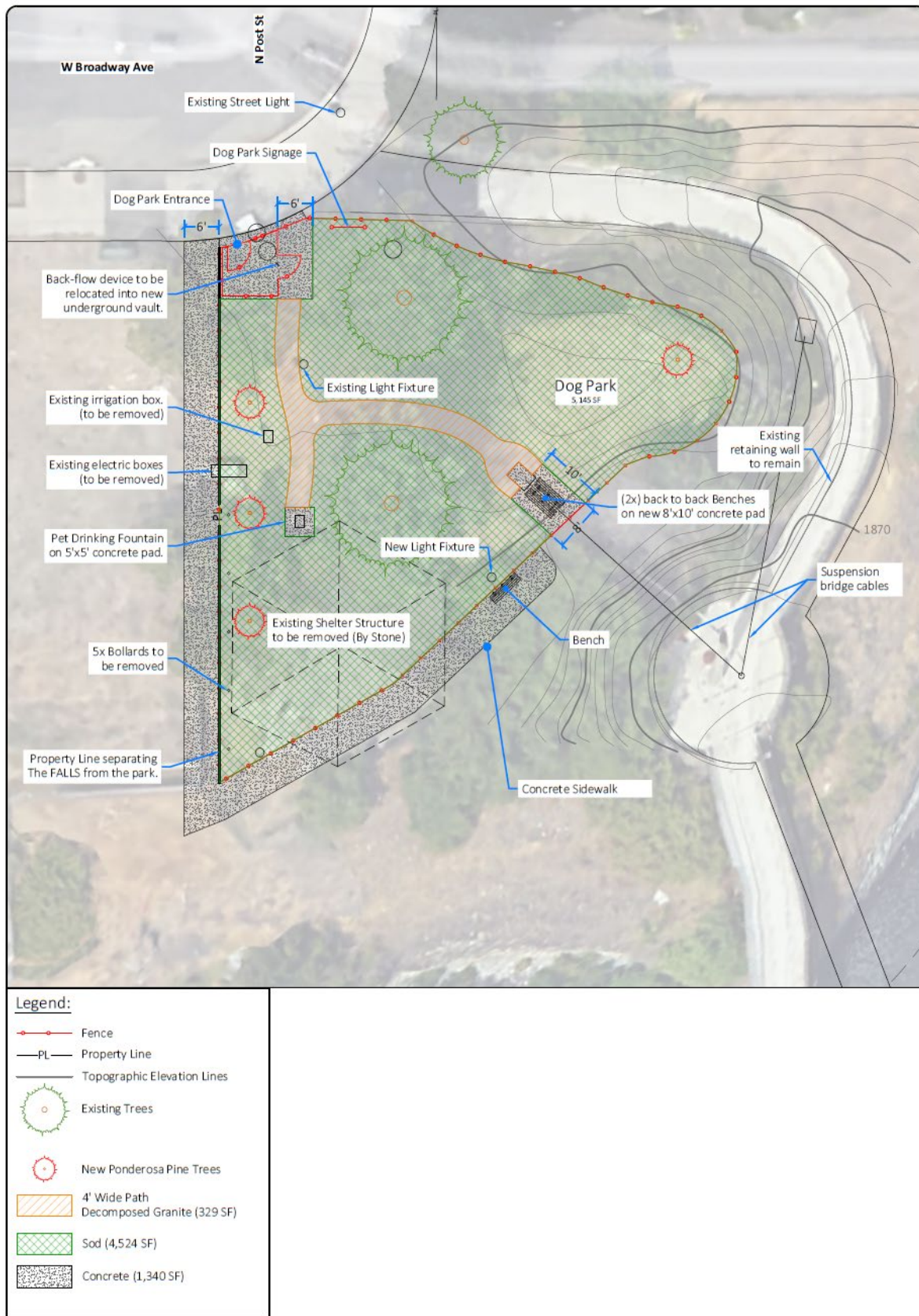


EXHIBIT B - DOG PARK ENTRANCE SIGNAGE

