



## Spokane Park Board Finance Committee

3 p.m. Tuesday, October 8, 2024

**In-person:** The Hive - Room B

2904 E Sprague Ave.

Spokane, WA 99202

**WebEx virtual meeting:**

Call-in: 408-418-9388; Access code: 2485 352 6467

Rich Lentz – Parks Finance/Budget Director

### Committee members

Bob Anderson – Chair

Greta Gilman

Gerry Sperling

Nick Sumner

The Finance Committee meeting will be held in-person in the Hive – Room B, 2904 E Sprague Ave., Spokane, WA 99202 and virtually via WebEx at 3 p.m. Tuesday, October 8, 2024. 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 **2485 352 6467**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. October 8, 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

### Action items

1. [Increase Oxarc Chemical Value Blanket from no to exceed \\$135,000 not to exceed \\$185,500 including tax and freight for the remainder of the contract](#) – Josh Oakes
2. [Parks and Golf – 2025 and 2026 proposed Budget](#) – Rich Lentz
3. [Tree Planting - On Call - As Needed Contract Request-Delk Management](#) – Amber Ramirez
4. [Tree Planting - On Call - As Needed contract request for The F.A. Bartlett Tree Experts](#) – Amber Ramirez

### Discussion items

1. None

### Standing Report items

1. [September Financials](#) – Rich Lentz

### Agenda Subject to Change

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. 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 [mowmaster@spokanecity.org](mailto:mowmaster@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>	Finance Committee	<b>Committee meeting date:</b> 10/8/2024	
<b>Requester</b>	Jennifer Papich	<b>Phone number:</b> 509-363-5420	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR2020-0202		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K Obj. 5 (Maint & Care)	<b>Master Plan Priority Tier:</b>	Tier 1 (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Increase Oxarc Chemical Value Blanket from no to exceed \$135,000 not to exceed \$185,500 including tax and freight for the remainder of the contract.		
<b>Begin/end dates</b>	Begins: 10/10/2024	Ends: 02/20/2025	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b>	<p>The 2024 Oxarc Chemical value blanket with Recreation for Aquatics has been exhausted due to a combination of increased pricing and utilizing more chemicals in 2024. We are requesting that the not to exceed amount is increased from \$135,000 to \$185,500 including tax and freight to pay the final invoice for the 2024 season. This \$50,500 increase is within the Aquatics Chemical Budget. Chemicals are needed to maintain water balance at the City Aquatics Facilities. This is the final year of the value blanket contract.</p>		
<b>Motion wording:</b>	Approve increasing the Oxarc Chemical Value Blanket not to exceed amount to \$185,500 for remaining life of the contract.		
<b>Approvals/signatures outside Parks:</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____		
<b>Distribution:</b>	tprince@spokanecity.org Parks – Accounting Parks – Sarah Deatrach Requester: Jennifer Papich Grant Management Department/Name:		
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue	Amount: \$185,500 (or \$50,500) additional to contract Budget code: 1400-54150-76902-35203		
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor	<b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Description	VB price	unit	2023 price	2024 price	seasonal quantity needed	\$ increase
Calcium Hypochlorite	\$225.75	100lb bucket	\$376.92	\$376.93	8	\$1,209.36
sodium bicarbonate	\$24.00	per 50 lb bag	\$30.00	\$30.77	300	\$2,031.00
calcium chloride	\$18.50	per 50 lb bag	\$27.69	\$30.00	96	\$1,104.00
cyanuric acid	\$90.75	per 50 lb bag	\$194.75	\$194.76	18	\$1,872.00
sodium hypochlorite	\$2.41	per gallon	\$4.80	\$4.80	17,900	\$42,781.00
hydrochloric acid	\$3.10	per gallon	\$3.97	\$3.97	8,000	\$6,960.00

**AGENDA SHEET FOR PARK BOARD MEETING OF:** Feb. 13, 2020



Submitting Division  
Parks & Recreation

Contact Person  
Josh Oakes

Phone No.  
363-5407

Department:  Finance  Operations  Recreation/Golf  Riverfront Park

Committee:  Finance  Golf  Land  Recreation  Riverfront  UFTC

Type of contract:  New  Renewal  Amendment  Extension  Other

Beginning date: 04/01/2020 Expiration date: 12/31/2020 Open ended

CLERKS' FILE	<u>OPR 2020 -</u>
RENEWAL	<u>0202</u>
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

**AGENDA WORDING:**

Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)

RECEIVED  
FEB 19 2020

CITY CLERK'S OFFICE

**BACKGROUND:**

(Attach additional sheet if necessary)

Chemicals are needed to maintain water balance at the City pools. The previous value blanket expired 12/31/2019 and bid responses were collected for the 2020 season. There were two bid responses, one from Oxarc, and the other from Pure Water Aquatics. Attached is the bid comparison pricing sheet for the various chemicals. Based on the bids, Oxarc came in as the low bidder. If approved, the City will purchase chemical supplies from Oxarc annually in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.

**RECOMMENDATION:**

Move to approve granting Oxarc the pool chemical value blanket in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.

**ATTACHMENTS:** Include in packets. See back of Agenda Sheet for specific supporting document requirements.

**SIGNATURES:**

Josh Oakes Requester - Josh Oakes

Jennifer Papich Dept. Manager Jennifer Papich

Garrett Jones Director of Parks & Recreation - Garrett Jones

Megan Qureshi Parks Accounting - Megan Qureshi

Pat Dalton Legal Dept. - Pat Dalton

**DISTRIBUTION:**

Parks: Accounting Thea Prince - Purchasing

Parks: Pamela Clarke Jennifer Papich

Budget Manager: \_\_\_\_\_

Requester: Josh Oakes \_\_\_\_\_

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden  
President Jennifer Ogden  
Feb. 13, 2020

<u>Fiscal Impact</u>	<u>Budget Account</u>
<b>Expenditure:</b>	
\$103,000, including tax and freight	1400-54150-35203
_____	_____
_____	_____
_____	_____
<b>Revenue:</b>	
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor
  New vendor – If so, please include vendor packet

**Supporting documents:**

- |   |   |
|---|---|
| <input type="checkbox"/> Quotes/Solicitation (RFP, RFQ, RFB)  | <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)                    |
| <input type="checkbox"/> Contractor is on the City's A&E Roster City of Spokane                     | <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)              |
| <input checked="" type="checkbox"/> Spokane Business registration expiration date: <u>9-30-2020</u> | <input type="checkbox"/> Insurance Certificate (minimum \$1 million in General Liability) |
| UBI#: 328-037-121   |   |

# Spokane Park Board Briefing Paper



<b>Committee</b>	Finance		
<b>Committee meeting date</b>	Feb. 11, 2020		
<b>Requester</b>	Josh Oakes	<b>Phone number:</b> 509-363-5407	
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file (OPR or policy #)</b>			
<b>Item title:</b> (Use exact language noted on the agenda)	Oxarc aquatics chemical value blanket (not to exceed \$103,000, including freight and tax)		
<b>Begin/end dates</b>	Begins: 04/01/2020	Ends: 12/31/2020	<input type="checkbox"/> Open ended
<b>Background/history:</b> Chemicals are needed to maintain water balance at the City pools. The previous value blanket expired 12/31/2019 and bid responses were collected for the 2020 season. There were two bid responses, one from Oxarc, and the other from Pure Water Aquatics. Attached is the bid comparison pricing sheet for the various chemicals. Based on the bids, Oxarc came in as the low bidder. If approved, the City will purchase chemical supplies from Oxarc annually in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.			
<b>Motion wording:</b> Move to approve granting Oxarc the pool chemical value blanket in the amount not to exceed \$103,000, including tax and freight, with the option to renew for five years.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting _____ Jennifer Papich - Recreation Parks – Pamela Clarke _____ Thea Prince - Purchasing Requester: Josh Oakes Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$103,000, including tax and freight Budget code: 1400-54150-35203			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 328-037-121 Business license expiration date: 9-30-2020 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Reference Number	Description	UOM	Quantity	OXARC	Pure Water Aquatics
#1	CALHYPO 100 LB BUCKETS (NO 50 LB BUCKETS)	Buckets	5	\$1,176.25	\$933.35
#2	SODIUM THIOSULFATE 50 LB BAGS	Bags	20	\$559.26	\$1,045.00
#3	MURATIC ACID 4 GAL BOTTLES/BOX	BOX	20	\$600.00	\$539.00
#4	SODIUM BICARBONATE 50 LB BAGS	BAG	300	\$7,353.60	\$5,577.00
#5	SODIUM HYPCCHLORITE 12.5% - 40% 55 GAL	BARRELS	50	\$8,452.50	\$8,065.50
#6	MURATIC ACID 55 GAL	BARRELS	20	\$4,950.00	\$5,220.00
#7	CALCIUM CHLORIDE 50 LB BAGS	BAGS	96	\$2,363.04	\$2,592.00
#8	CYANURIC ACID 50 LB BAGS	BAGS	18	\$1,791.83	\$1,659.60
#9 BULK DELIVERY	SODIUM HYPCCHLORITE - 12/5%	GALLONS	17,000.00	\$40,970.00	\$93,330.00
#10 BULK DELIVERY	HYDROCHLORIC ACID - 15%	GALLONS	8,000.00	\$24,800.00	\$94,000.00
#11	Delivery Fee - if any	ea	1	\$0.00	
Total				\$93,016.48	\$212,961.45

RECEIVED

**AGENDA SHEET FOR PARK BOARD MEETING OF:** Dec. 13, 2018



Submitting Division  
Parks & Recreation

Contact Person  
Josh Oakes

Phone No.  
509-363-5407

Department:  Finance  Operations  Recreation/Golf  Riverfront Park

Committee:  Finance  Golf  Land  Recreation  Riverfront  UFTC

Type of contract:  New  Renewal  Amendment  Extension  Other

Beginning date: 3/1/2019 Expiration date: 12/31/2019 Open ended

CLERKS' FILE	OPR 2013-0232
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

**AGENDA WORDING:**

Oxarc supplies chemicals needed to maintain water balance at the City pools. This is the second one-year renewal of the initial three year Value Blanket that expired 12/31/2018. Value Blanket is worth \$102,927.79

**BACKGROUND:**

(Attach additional sheet if necessary)

Attached is the pricing sheet for the various chemicals the City would purchase from Oxarc.

**RECOMMENDATION:**

Approve the one-year renewal of the Oxarc Pool Chemical Value Blanket for 2019

**ATTACHMENTS:** Include in packets. See back of Agenda Sheet for specific supporting document requirements.

Attached is the Purchase Requisition and quote

**SIGNATURES:**

Requester - Josh Oakes

Dept. Manager Jennifer Papich

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Qureshi

Legal Dept. - Pat Dalton

**DISTRIBUTION:**

Parks: Accounting \_\_\_\_\_  
Parks: Pamela Clarke \_\_\_\_\_  
Budget Manager: \_\_\_\_\_  
Requester: \_\_\_\_\_

PARK BOARD ACTION:

APPROVED BY THE SPOKANE PARK BOARD

President

Dec. 13, 2018



ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.	5 buckets	CALHYPO 100 lb buckets <i>(No 50 lb buckets)</i>	\$225.75	\$1,128.75
2.	20 bags	SODIUM THIOSULFATE 50 lb bags	\$25.00	\$500.00
3.	20 boxes	MURATIC ACID 4 gal bottles/box	\$30.00	\$600.00
4.	20 bags	SODA ASH 50 lb bags	\$21.15	\$423.00
5.	300 bags	SODIUM BICARBONATE 50 lb bags	\$24.00	\$7,200.00
6.	50 barrels	SODIUM HYPOCHLORITE 12.5% - 40% 55 gal	\$169.05	\$8,452.50
7.	20 barrels	MURATIC ACID 55 gal	\$247.50	\$4,950.00
8.	96 bags	CALCIUM CHLORIDE 50 lb bags	\$18.50	\$1,776.00
9.	18 bags	CYANURIC ACID 50 lb bags	\$90.75	\$1,633.50
		<b><u>BULK DELIVERY</u></b>		
10.	17,900 gallons	SODIUM HYPOCHLORITE - 12.5%	\$2.41	\$43,139
11.	8000 gallons	HYDROCHLORIC ACID - 15%	\$3.10	\$24,800.00
<b>SUB TOTAL:</b>				\$94,602.75
<b>WA SALES TAX (8.8 %)</b>				\$8,325.04
<b>GRAND TOTAL:</b>				\$102,927.79
<b>Delivery Fee - \$25.00 per stop</b>				
<b>list if delivery fee is per stop or how delivery fee is charged/calculated</b>				

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	<b>Committee meeting date:</b>			
<b>Requester</b>	<b>Phone number:</b>			
<b>Type of agenda item</b>	Consent	Discussion	Information	Action
<b>Type of contract/agreement</b>	New	Renewal/ext.	Lease	Amendment/change order Other
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)			<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)				
<b>Begin/end dates</b>	Begins:	Ends:	06/01/2525	
<b>Background/history:</b>				
<b>Motion wording:</b>				
<b>Approvals/signatures outside Parks:</b> Yes      No				
If so, who/what department, agency or company:				
Name:		Email address:		Phone:
<b>Distribution:</b>				
Parks – Accounting				
Parks – Sarah Deatrach				
Requester:				
Grant Management Department/Name:				
<b>Fiscal impact:</b> <b>Expenditure</b> <b>Revenue</b>				
Amount:		Budget code:		
<b>Vendor:</b> Existing vendor      New vendor				
<b>Supporting documents:</b>				
Quotes/solicitation (RFP, RFQ, RFB)		W-9 (for new contractors/consultants/vendors)		
Contractor is on the City's A&E Roster - City of Spokane		ACH Forms (for new contractors/consultants/vendors)		
UBI:	Business license expiration date:	Insurance Certificate (min. \$1 million in General Liability)		



*2025-2026  
Budget Proposal*



## Budget Narrative and Assumptions

- The 2026 budget has numerous assumptions as many of those figures rely on 2024 actuals which are still unknown (like interfund charges and General Fund transfer to Parks).
- The Park Board will have an opportunity to revise the 2026 budget in the middle of the biennial budget cycle.
- Parks recognizes that cuts in spending to the City’s General Fund in 2025 and beyond will have a proportionate impact to the General Fund transfer to Parks in 2027 and beyond.
- In response to this, the 3-5 year high-level strategy for Parks and Recreation is to maximize revenues and reduce expenses according to guidance from the Master Plan and the Park Board. Parks will begin maximizing revenues and decreasing expenses in 2025 and 2026 in anticipation of the large deficit forecasted in 2027 and beyond.
- The table below shows several cuts already put in place for 2025 and a brief description of the primary impacts.

2025 Primary Expense Cuts		Primary Impact
Temp/Seasonal Wages	\$ (207,552)	Shortened swim season, reduced staff in underperforming programs.
Operating Supplies	\$ (53,167)	
Minor Equipment	\$ (32,280)	
Contractual Services	\$ (48,361)	
Landscape/Grounds Maint	\$ (103,675)	Reduced maintenance in selective areas, some lift from USDA/USFS Grant.
General Repairs/Maint	\$ (16,925)	Selective efforts in repairs and deferred maintenance.
Registration/Schooling	\$ (10,200)	Restrict to only required training/continuing education, etc.
Advertising	\$ (17,355)	Reduced advertising buys, exact target areas TBD based on revenue priorities.
Interfund - Risk Management	\$ (251,173)	Reduced claims led to this reduction.
Operating Transfers (capital)	\$ (591,427)	Limit new capital projects to those funded primarily by grants/outside sources.
Eliminated 2 Vacant Positions	\$ (164,256)	Gardener II and Arborist positions eliminated. More to come as we work through cuts.
<b>Total</b>	<b>\$ (1,496,371)</b>	

- Both staff and Park Board recognize any reductions in capital are not in alignment to what is defined as a priority and that the long-term solution must be an added funding source, such as a levy measure.
- Depending on the severity of the cuts made to General Fund expenditures, or if additional elective cuts are made to the General Fund transfer to Parks, additional expense cuts will likely be required prior to 2027 to balance the Parks operating budget. The list of areas to consider reducing or eliminating as determined by the Park Board are shown below with a brief update on each:
  - Free programming (e.g., open swim, pool and splash pad operational models, co-sponsored holiday activations)
    - **Update:** There is a small task force working through potential options and various models. Any final recommendations would be up for review in 2025.

- Programs that serve fewer people
  - **Update:** Already in process with Recreation cuts and/or reductions in kayak rentals, shuttle services, outdoor camps, mobile recreation, adult flag football and cornhole. Riverfront discontinuing the Spider Jump and continuing to evaluate all current offerings.
- Community center contributions
  - **Update:** There is a small task force meeting to talk through the impacts of cuts to our Community Centers. Any final recommendations would be up for review in 2025. If there are no financial cuts, the minimum recommendation could be increased accountability and tracking of the use of City/Parks funds.
- Temp-seasonal workforce (related to service area reductions)
  - **Update:** 2025 already has a \$200,000 decrease which will have an impact on our service levels. Further decreases will be proportionate to cuts in their related service areas.
- Organizational structure and staffing model
  - **Update:** Each department is reviewing their current staffing models to maximize synergies and efficiencies. Reductions or realignments will be in proportion to cuts or reductions in programs. Two vacant positions have been eliminated and there are currently five vacant positions being left open indefinitely until more pieces of the long-term budget are finalized.
- Urban Forestry permitting (possible restructure with other City departments)
  - **Update:** A small task force has been established to work through potential solutions.
- Depending on the final City budget numbers, the Parks budget may require an amendment in early 2025, or at least budget discussions to advise on capital expenditures in the next 2 years versus saving funds for the large 2027 and beyond budget deficit. It should be noted the budget line for capital will likely be well below the minimum capital improvements target of \$2MM.

## Natural Resources



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Revenue</b>			
Program Revenue	\$ 91,000	\$ 82,000	\$ 82,000
Operating Transfers	\$ 66,000	\$ 66,000	\$ 66,000
<b>Total Revenue</b>	<b>\$ 157,000</b>	<b>\$ 148,000</b>	<b>\$ 148,000</b>
<b>Expenditures</b>			
Salaries and Wages	\$ 647,136	\$ 729,322	\$ 766,652
Temp/Seasonal	\$ 85,839	\$ 88,582	\$ 88,582
Personnel Benefits	\$ 246,719	\$ 292,943	\$ 304,401
Supplies	\$ 35,600	\$ 35,600	\$ 35,600
Services and Charges	\$ 222,200	\$ 139,800	\$ 139,800
Interfund Payments	\$ 23,000	\$ 34,090	\$ 34,099
<b>Subtotal Op. Expense</b>	<b>\$ 1,260,494</b>	<b>\$ 1,320,337</b>	<b>\$ 1,369,134</b>
Transfers Out	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 1,260,494</b>	<b>\$ 1,320,337</b>	<b>\$ 1,369,134</b>
<b>Net Gain/(Loss)</b>	<b>\$ (1,103,494)</b>	<b>\$ (1,172,337)</b>	<b>\$ (1,221,134)</b>

## Riverfront Park



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Revenue</b>			
Program Revenue	\$ 4,178,000	\$ 4,669,000	\$ 4,669,000
<b>Total Revenue</b>	<b>\$ 4,178,000</b>	<b>\$ 4,669,000</b>	<b>\$ 4,669,000</b>
<b>Expenditures</b>			
Salaries and Wages	\$ 1,663,184	\$ 1,782,678	\$ 1,896,100
Temp/Seasonal	\$ 946,445	\$ 862,562	\$ 862,562
Personnel Benefits	\$ 722,105	\$ 725,483	\$ 756,825
Supplies	\$ 610,500	\$ 552,000	\$ 552,000
Services and Charges	\$ 1,301,275	\$ 1,586,725	\$ 1,586,725
Interfund Payments		\$ 6,120	\$ 6,120
<b>Subtotal Op. Expense</b>	<b>\$ 5,243,509</b>	<b>\$ 5,515,568</b>	<b>\$ 5,660,332</b>
Transfers Out	\$ 285,067	\$ 280,073	\$ 163,437
<b>Total Expenditures</b>	<b>\$ 5,528,576</b>	<b>\$ 5,795,641</b>	<b>\$ 5,823,769</b>
<b>Net Gain/(Loss)</b>	<b>\$ (1,350,576)</b>	<b>\$ (1,126,641)</b>	<b>\$ (1,154,769)</b>

## Recreation



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Revenue</b>			
Program Revenue	\$ 1,691,257	\$ 1,874,431	\$ 1,923,760
<b>Total Revenue</b>	<b>\$ 1,691,257</b>	<b>\$ 1,874,431</b>	<b>\$ 1,923,760</b>
<b>Expenditures</b>			
Salaries and Wages	\$ 809,062	\$ 831,171	\$ 865,467
Temp/Seasonal	\$ 1,287,427	\$ 1,209,095	\$ 1,272,452
Personnel Benefits	\$ 390,572	\$ 386,754	\$ 402,359
Supplies	\$ 309,720	\$ 322,620	\$ 323,120
Services and Charges	\$ 1,328,016	\$ 1,503,353	\$ 1,494,553
Interfund Payments	\$ 16,950	\$ 16,950	\$ 16,950
<b>Subtotal Op. Expense</b>	<b>\$ 4,141,747</b>	<b>\$ 4,269,943</b>	<b>\$ 4,374,901</b>
Transfers Out	127,568	127,568	127,568
<b>Total Expenditures</b>	<b>\$ 4,269,315</b>	<b>\$ 4,397,511</b>	<b>\$ 4,502,469</b>
<b>Net Gain/(Loss)</b>	<b>\$ (2,578,058)</b>	<b>\$ (2,523,080)</b>	<b>\$ (2,578,709)</b>





## Park Operations



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Revenue</b>			
Program Revenue	\$ 200,430	\$ 220,430	\$ 220,430
<b>Total Revenue</b>	<b>\$ 200,430</b>	<b>\$ 220,430</b>	<b>\$ 220,430</b>
<b>Expenditures</b>			
Salaries and Wages	\$ 2,271,451	\$ 2,521,488	\$ 2,682,561
Temp/Seasonal	\$ 940,261	\$ 810,210	\$ 810,210
Personnel Benefits	\$ 940,261	\$ 974,410	\$ 1,018,294
Supplies	\$ 190,800	\$ 165,830	\$ 165,830
Services and Charges	\$ 1,174,884	\$ 1,257,734	\$ 1,257,734
Interfund Payments	\$ -	\$ -	\$ -
<b>Subtotal Op. Expense</b>	<b>\$ 5,517,657</b>	<b>\$ 5,729,672</b>	<b>\$ 5,934,629</b>
Transfers Out	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 5,517,657</b>	<b>\$ 5,729,672</b>	<b>\$ 5,934,629</b>
<b>Net Gain/(Loss)</b>	<b>\$ (5,317,227)</b>	<b>\$ (5,509,242)</b>	<b>\$ (5,714,199)</b>



## Administration



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Revenue</b>			
Program Revenue	\$ 617,616	\$ 775,367	\$ 790,370
Operating Transfers	\$ 18,770,703	\$19,090,885	\$ 19,630,686
<b>Total Revenue</b>	<b>\$ 19,388,319</b>	<b>\$19,866,252</b>	<b>\$ 20,421,056</b>
<b>Expenditures</b>			
Salaries and Wages	\$ 2,674,644	\$ 2,873,190	\$ 2,969,393
Temp/Seasonal	\$ 70,610	\$ 94,558	\$ 94,558
Personnel Benefits	\$ 839,875	\$ 939,329	\$ 968,716
Supplies	\$ 418,400	\$ 217,500	\$ 217,500
Services and Charges	\$ 994,693	\$ 1,178,870	\$ 1,059,120
Interfund Services	\$ 2,489,230	\$ 2,724,981	\$ 2,803,126
<b>Subtotal Op. Expense</b>	<b>\$ 7,487,452</b>	<b>\$ 8,028,428</b>	<b>\$ 8,112,413</b>
Transfers Out/Capital Outlay	\$ 1,605,912	\$ 1,473,805	\$ 1,598,718
<b>Total Expenditures</b>	<b>\$ 9,093,364</b>	<b>\$ 9,502,233</b>	<b>\$ 9,711,131</b>
<b>Net Gain/(Loss)</b>	<b>\$ 10,294,955</b>	<b>\$10,364,019</b>	<b>\$ 10,709,925</b>



## Parks Fund



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Operating Revenue</b>			
Program Revenue	\$ 6,788,303	\$ 7,644,228	\$ 7,703,560
Operating Transfers	\$ 18,836,703	\$ 19,090,885	\$ 19,630,686
<b>Total Operating Revenue</b>	<b>\$ 25,625,006</b>	<b>\$ 26,735,113</b>	<b>\$ 27,334,246</b>
<b>Operating Expenses</b>			
Salaries and Wages	\$ 8,198,691	\$ 8,737,851	\$ 9,180,173
Temp/Seasonal	\$ 3,232,559	\$ 3,065,007	\$ 3,128,364
Personnel Benefits	\$ 3,139,532	\$ 3,318,916	\$ 3,450,598
Supplies	\$ 1,565,020	\$ 1,293,550	\$ 1,294,050
Services and Charges	\$ 5,031,168	\$ 5,656,482	\$ 5,531,332
Interfund Payments	\$ 2,529,180	\$ 2,781,861	\$ 2,860,006
<b>Total Operating Expenses</b>	<b>\$ 23,696,150</b>	<b>\$ 24,853,667</b>	<b>\$ 25,444,523</b>
<b>Net Operating Income (Loss)</b>	<b>\$ 1,928,856</b>	<b>\$ 1,881,446</b>	<b>\$ 1,889,723</b>
<b>Other Financial Activity</b>			
Capital Outlay	\$ 1,337,427	\$ 1,170,011	\$ 1,321,396
Transfers Out	\$ 466,429	\$ 461,435	\$ 318,327
Budget Reserve	\$ 125,000	\$ 250,000	\$ 250,000
<b>Total Other Activity</b>	<b>\$ 1,928,856</b>	<b>\$ 1,881,446</b>	<b>\$ 1,889,723</b>
<b>Total Expenditures</b>	<b>\$ 25,625,006</b>	<b>\$ 26,735,113</b>	<b>\$ 27,334,246</b>
<b>Net Gain/(Loss)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Golf Fund



	Adopted Budget 2024	Initial Budget 2025	Initial Budget 2026
<b>Revenue</b>			
Program Revenue	\$ 5,374,077	\$ 5,930,281	\$ 5,842,101
Pre-Sale Revenue			
Facility Improvement Fee	\$ -	\$ -	\$ -
Other Transfers-In	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 5,374,077</b>	<b>\$ 5,930,281</b>	<b>\$ 5,842,101</b>
<b>Expenditures</b>			
Salaries and Wages	\$ 1,127,824	\$ 1,263,109	\$ 1,331,417
Temp/Seasonal	\$ 651,762	\$ 722,232	\$ 742,629
Personnel Benefits	\$ 467,123	\$ 503,997	\$ 524,922
Supplies	\$ 531,900	\$ 561,900	\$ 594,493
Services and Charges	\$ 1,435,756	\$ 1,471,356	\$ 1,543,024
Interfund Payments	\$ 237,008	\$ 356,409	\$ 367,328
<b>Subtotal Op. Expense</b>	<b>\$ 4,451,373</b>	<b>\$ 4,879,003</b>	<b>\$ 5,103,813</b>
Capital Outlay	\$ 714,650	\$ 1,000,000	\$ 750,000
Transfers Out			
<b>Total Expenditures</b>	<b>\$ 5,166,023</b>	<b>\$ 5,879,003</b>	<b>\$ 5,853,813</b>
<b>Net Gain/(Loss)</b>	<b>\$ 208,054</b>	<b>\$ 51,278</b>	<b>\$ (11,712)</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee	<b>Committee meeting date:</b> October 8th, 2024			
<b>Requester</b>	Amber Ramirez	<b>Phone number:</b> 509-363-5499			
<b>Type of agenda item</b>	<input checked="" type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input type="radio"/> Action	
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order	<input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)					
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 2	<b>Master Plan Priority Tier:</b> First (pg. 171-175)			
<b>Item title:</b> (Use exact language noted on the agenda)	Tree Equity Spokane- Tree Planting Contract Request - Delk Management LLC				
<b>Begin/end dates</b>	Begins: 10/14/2024	Ends: 10/14/2026	<input type="checkbox"/> 06/01/2525		
<b>Background/history:</b>	<p>On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.</p>				
<b>Motion wording:</b>	Motion to approve Tree Planting - On Call- As Needed contract request for Delk Management LLC.				
<b>Approvals/signatures outside Parks:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No				
If so, who/what department, agency or company:	Delk Management LLC				
Name:	Rob Saty	Email address:	rob@delkmanagement.com	Phone: 509-863-2922	
<b>Distribution:</b>	Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:				
<b>Fiscal impact:</b>	<input checked="" type="radio"/> Expenditure	<input type="radio"/> Revenue	Budget code:		
Amount:			Expense: 1390-95855-76903-54201		
200,000.00			Revenue: 1390-95855-76903-33310		
200,000.00					
<b>Vendor:</b>	<input checked="" type="radio"/> Existing vendor		<input type="radio"/> New vendor		
<b>Supporting documents:</b>	<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)				
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)			<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/>			<input type="checkbox"/>	



**CITY OF SPOKANE**  
**PARKS AND RECREATION DEPARTMENT**  
  
**PUBLIC WORKS AGREEMENT**  
  
**Title: TREE PLANTING – ON CALL – AS NEEDED**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **DELK MANAGEMENT, LLC**, whose address is P.O. Box 1026, Otis Orchards, Washington, 99027 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6221-24 issued by the City of Spokane.*

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

- 1. TERM OF AGREEMENT.**  
The term of this Agreement begins on October 14, 2024, and ends on October 14, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**  
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**  
The Contractor shall provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

**5. TAXES, FEES AND LICENSES.**

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

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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

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

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

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

**9. INDEMNIFICATION.**

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



4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

**11. SUBCONTRACTOR RESPONSIBILITY.**

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

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

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

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

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

**20. MISCELLANEOUS PROVISIONS.**

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

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**DELK MANAGEMENT, LLC**

**CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Response to ITB

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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



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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

\_\_\_\_\_  
Bidder’s Business Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation   
State of Incorporation, or if not a corporation, State where business entity was formed:

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

\_\_\_\_\_

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee	<b>Committee meeting date:</b> October 8th, 2024	
<b>Requester</b>	Amber Ramirez	<b>Phone number:</b> 509-363-5499	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj. 2	<b>Master Plan Priority Tier:</b> First (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Motion to approve Tree Planting - On Call - As Needed contract request for The F.A. Bartlett Tree Experts		
<b>Begin/end dates</b>	Begins: 10/14/2024	Ends: 10/14/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> On September 2023, the U.S. Department of Agriculture announced a \$6 million grant award to Spokane Urban Forestry. It will be used in part to hire multiple qualified contractors to plant trees in areas of Spokane that have the most need for canopy cover, to replace dead trees that have been removed and create equitable access to the benefits that trees provide. Trees will be planted as park trees, street trees and on public properties such as schools.			
<b>Motion wording:</b> Motion to approve Tree Planting - On Call- As Needed contract request for Delk Management LLC.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: The F.A. Bartlett Tree Care Experts Name: Joseph Zubaly    Email address: jzubaly@Bartlett.com    Phone: 208-640-6401			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Amber Ramirez Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code:  200,000    Expense: 1390-95855-76903-54201 200,000    Revenue: 1390-95855-76903-33310			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI:    Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT**  
  
**PUBLIC WORKS AGREEMENT**  
  
**Title: TREE PLANTING – ON CALL – AS NEEDED**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as (“City”), a Washington municipal corporation, and **THE F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Avenue, Suite 3, Spokane Valley, Washington, 99206 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6221-24 issued by the City of Spokane.*

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

- 1. TERM OF AGREEMENT.**  
The term of this Agreement begins on October 14, 2024, and ends on October 14, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.
- 2. TIME OF BEGINNING AND COMPLETION.**  
The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.
- 3. SCOPE OF WORK.**  
The Contractor shall provide On-Call, As-Needed Tree Planting Services for the City of Spokane Parks and Recreation Department.

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



**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

**5. TAXES, FEES AND LICENSES.**

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

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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

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

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

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

**9. INDEMNIFICATION.**

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

4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

**11. SUBCONTRACTOR RESPONSIBILITY.**

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

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

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

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

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

**20. MISCELLANEOUS PROVISIONS.**

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

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**THE F.A. BARTLETT TREE  
EXPERT COMPANY**

**CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Response to ITB

24-183

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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



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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

\_\_\_\_\_  
Bidder's Business Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation   
State of Incorporation, or if not a corporation, State where business entity was formed:

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

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





*September '24  
Financials*



## Natural Resources - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Revenue</b>											
Program Revenue	\$ 91,000	\$ 34,491	\$ 9,169	\$ 5,405	\$ (3,764)	\$ 91,329	\$ 56,509	\$ (34,820)	100.36%	62.10%	-38.26%
Operating Transfers	\$ 66,000	\$ -			\$ -	\$ 66,000	\$ 66,000	\$ -	100.00%	100.00%	
<b>Total Revenue</b>	<b>\$ 157,000</b>	<b>\$ 34,491</b>	<b>\$ 9,169</b>	<b>\$ 5,405</b>	<b>\$ (3,764)</b>	<b>\$ 157,329</b>	<b>\$ 122,509</b>	<b>\$ (34,820)</b>	<b>100.21%</b>	<b>78.03%</b>	<b>-22.18%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 647,136	\$ 226,225	\$ 44,007	\$ 45,715	\$ (1,708)	\$ 399,782	\$ 420,911	\$ (21,129)	71.49%	65.04%	-6.45%
Temp/Seasonal	\$ 85,839	\$ 40,418	\$ 15,659	\$ 8,908	\$ 6,751	\$ 70,553	\$ 45,421	\$ 25,132	78.39%	52.91%	-25.48%
Personnel Benefits	\$ 246,719	\$ 88,248	\$ 18,600	\$ 18,905	\$ (305)	\$ 160,186	\$ 158,471	\$ 1,715	78.62%	64.23%	-14.39%
Supplies	\$ 35,600	\$ 4,463	\$ 7,606	\$ 4,152	\$ 3,454	\$ 20,641	\$ 31,137	\$ (10,496)	57.98%	87.46%	29.48%
Services and Charges	\$ 222,200	\$ 91,236	\$ 34,038	\$ 27,233	\$ 6,805	\$ 167,957	\$ 130,964	\$ 36,993	77.26%	58.94%	-18.32%
Interfund Payments	\$ 23,000	\$ (2,979)	\$ 4,012	\$ 6,684	\$ (2,672)	\$ 20,572	\$ 25,979	\$ (5,407)	89.44%	112.95%	23.51%
<b>Subtotal Op. Expense</b>	<b>\$ 1,260,494</b>	<b>\$ 447,610</b>	<b>\$ 123,922</b>	<b>\$ 111,596</b>	<b>\$ 12,326</b>	<b>\$ 839,691</b>	<b>\$ 812,884</b>	<b>\$ 26,807</b>	<b>74.38%</b>	<b>64.49%</b>	<b>-9.89%</b>
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Total Expenditures</b>	<b>\$ 1,260,494</b>	<b>\$ 447,610</b>	<b>\$ 123,922</b>	<b>\$ 111,596</b>	<b>\$ 12,326</b>	<b>\$ 839,691</b>	<b>\$ 812,884</b>	<b>\$ 26,807</b>	<b>74.38%</b>	<b>64.49%</b>	<b>-9.89%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (1,103,494)</b>		<b>\$ (114,753)</b>	<b>\$ (106,192)</b>	<b>\$ 8,561</b>	<b>\$ (682,362)</b>	<b>\$ (690,375)</b>	<b>\$ (8,013)</b>			

## Riverfront Park - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Revenue</b>											
Program Revenue	\$ 4,178,000	\$ 1,514,118	\$ 457,746	\$ 359,650	\$ (98,096)	\$ 2,788,970	\$ 2,663,882	\$ (125,088)	74.05%	63.76%	-10.29%
<b>Total Revenue</b>	<b>\$ 4,178,000</b>	<b>\$ 1,514,118</b>	<b>\$ 457,746</b>	<b>\$ 359,650</b>	<b>\$ (98,096)</b>	<b>2,788,970</b>	<b>\$ 2,663,882</b>	<b>\$ (125,088)</b>	74.05%	63.76%	-10.29%
<b>Expenditures</b>											
Salaries and Wages	\$ 1,663,184	\$ 626,340	\$ 117,432	\$ 114,689	\$ 2,743	\$ 1,040,759	\$ 1,036,844	\$ 3,915	65.21%	62.34%	-2.87%
Temp/Seasonal	\$ 946,445	\$ 189,050	\$ 69,006	\$ 85,713	\$ (16,707)	\$ 619,954	\$ 757,395	\$ (137,441)	60.10%	80.03%	19.93%
Personnel Benefits	\$ 722,105	\$ 267,544	\$ 54,452	\$ 51,900	\$ 2,552	\$ 465,523	\$ 454,561	\$ 10,962	75.27%	62.95%	-12.32%
Supplies	\$ 610,500	\$ 175,838	\$ 33,697	\$ 67,901	\$ (34,204)	\$ 346,328	\$ 434,662	\$ (88,334)	77.65%	71.20%	-6.45%
Services and Charges	\$ 1,301,275	\$ 505,529	\$ 97,549	\$ 96,987	\$ 562	\$ 771,688	\$ 795,746	\$ (24,058)	73.95%	61.15%	-12.80%
Interfund Payments		\$ -			\$ -			\$ -			
<b>Subtotal Op. Expense</b>	<b>\$ 5,243,509</b>	<b>\$ 1,764,301</b>	<b>\$ 372,136</b>	<b>\$ 417,190</b>	<b>\$ (45,054)</b>	<b>\$ 3,244,252</b>	<b>\$ 3,479,208</b>	<b>\$ (234,956)</b>	68.22%	66.35%	-1.87%
Transfers Out	\$ 285,067	\$ 144,659			\$ -	\$ 118,748	\$ 140,408	\$ (21,660)	50.1%	49.3%	-0.84%
<b>Total Expenditures</b>	<b>\$ 5,528,576</b>	<b>\$ 1,908,960</b>	<b>\$ 372,136</b>	<b>\$ 417,190</b>	<b>\$ (45,054)</b>	<b>\$ 3,363,000</b>	<b>\$ 3,619,616</b>	<b>\$ (256,616)</b>	67.36%	65.47%	-1.89%
<b>Net Gain/(Loss)</b>	<b>\$ (1,350,576)</b>		<b>\$ 85,610</b>	<b>\$ (57,541)</b>	<b>\$ (143,151)</b>	<b>\$ (574,030)</b>	<b>\$ (955,735)</b>	<b>\$ (381,705)</b>			

## Recreation - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Revenue</b>											
Program Revenue	\$ 1,691,257	\$ 148,848	\$ 158,153	\$ 139,700	\$ (18,453)	\$ 1,471,788	\$ 1,542,409	\$ 70,621	94.98%	91.20%	-3.79%
<b>Total Revenue</b>	<b>\$ 1,691,257</b>	<b>\$ 148,848</b>	<b>\$ 158,153</b>	<b>\$ 139,700</b>	<b>\$ (18,453)</b>	<b>1,471,788</b>	<b>\$ 1,542,409</b>	<b>\$ 70,621</b>	<b>94.98%</b>	<b>91.20%</b>	<b>-3.79%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 809,062	\$ 268,273	\$ 57,280	\$ 60,845	\$ (3,565)	\$ 530,989	\$ 540,789	\$ (9,800)	60.42%	66.84%	6.42%
Temp/Seasonal	\$ 1,287,427	\$ 117,849	\$ 78,330	\$ 96,423	\$ (18,093)	\$ 1,033,885	\$ 1,169,578	\$ (135,693)	99.99%	90.85%	-9.14%
Personnel Benefits	\$ 390,572	\$ 69,315	\$ 34,104	\$ 35,908	\$ (1,804)	\$ 311,908	\$ 321,257	\$ (9,349)	99.02%	82.25%	-16.76%
Supplies	\$ 309,720	\$ (6,058)	\$ 12,635	\$ 15,783	\$ (3,148)	\$ 283,744	\$ 315,778	\$ (32,034)	95.75%	101.96%	6.21%
Services and Charges	\$ 1,328,016	\$ 159,678	\$ 197,340	\$ 236,465	\$ (39,125)	\$ 1,044,260	\$ 1,168,338	\$ (124,078)	82.11%	87.98%	5.86%
Interfund Payments	\$ 16,950	\$ (221)			\$ -	\$ 11,447	\$ 17,171	\$ (5,724)	67.5%	101.3%	33.77%
<b>Subtotal Op. Expense</b>	<b>\$ 4,141,747</b>	<b>\$ 608,835</b>	<b>\$ 379,689</b>	<b>\$ 445,424</b>	<b>\$ (65,735)</b>	<b>3,216,233</b>	<b>\$ 3,532,912</b>	<b>\$ (316,679)</b>	<b>84.35%</b>	<b>85.30%</b>	<b>0.95%</b>
Transfers Out	127,568	-	-	-	\$ -	-	127,568	\$ (127,568)		100.0%	100.00%
<b>Total Expenditures</b>	<b>\$ 4,269,315</b>	<b>\$ 608,835</b>	<b>\$ 379,689</b>	<b>\$ 445,424</b>	<b>\$ (65,735)</b>	<b>3,216,233</b>	<b>\$ 3,660,480</b>	<b>\$ (444,247)</b>	<b>84.35%</b>	<b>85.74%</b>	<b>1.39%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (2,578,058)</b>		<b>\$ (221,536)</b>	<b>\$ (305,724)</b>	<b>\$ (84,188)</b>	<b>\$ (1,744,445)</b>	<b>\$ (2,118,071)</b>	<b>\$ (373,626)</b>			

Facility Usage Fees Collected YTD:	<b>\$54,110</b>
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## Park Operations - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Revenue</b>											
Program Revenue	\$ 200,430	\$ (23,915)	\$ 15,816	\$ 25,833	\$ 10,017	\$ 118,656	\$ 224,345	\$ 105,689	59.20%	111.93%	52.73%
<b>Total Revenue</b>	<b>\$ 200,430</b>	<b>\$ (23,915)</b>	<b>\$ 15,816</b>	<b>\$ 25,833</b>	<b>\$ 10,017</b>	<b>118,656</b>	<b>\$ 224,345</b>	<b>\$ 105,689</b>	<b>59.20%</b>	<b>111.93%</b>	<b>52.73%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 2,271,451	\$ 689,452	\$ 163,181	\$ 170,753	\$ (7,572)	\$ 1,375,725	\$ 1,581,999	\$ (206,274)	62.47%	69.65%	7.17%
Temp/Seasonal	\$ 940,261	\$ 330,391	\$ 90,768	\$ 91,034	\$ (266)	\$ 531,435	\$ 609,870	\$ (78,435)	57.45%	64.86%	7.41%
Personnel Benefits	\$ 940,261	\$ 295,771	\$ 78,634	\$ 82,687	\$ (4,053)	\$ 600,778	\$ 644,490	\$ (43,712)	73.89%	68.54%	-5.35%
Supplies	\$ 190,800	\$ 20,235	\$ 15,604	\$ 10,130	\$ 5,474	\$ 166,856	\$ 170,565	\$ (3,709)	87.45%	89.39%	1.94%
Services and Charges	\$ 1,174,884	\$ 43,878	\$ 224,574	\$ 238,130	\$ (13,556)	\$ 1,062,964	\$ 1,131,006	\$ (68,042)	90.39%	96.27%	5.88%
Interfund Payments	\$ -	\$ -			\$ -			\$ -			
<b>Subtotal Op. Expense</b>	<b>\$ 5,517,657</b>	<b>\$ 1,379,726</b>	<b>\$ 572,761</b>	<b>\$ 592,734</b>	<b>\$ (19,973)</b>	<b>\$ 3,737,758</b>	<b>\$ 4,137,931</b>	<b>\$ (400,173)</b>	<b>70.43%</b>	<b>74.99%</b>	<b>4.56%</b>
Transfers Out	\$ -	\$ (8,568)	\$ -	\$ -	\$ -	\$ -	\$ 8,568	\$ (8,568)			
<b>Total Expenditures</b>	<b>\$ 5,517,657</b>	<b>\$ 1,371,158</b>	<b>\$ 572,761</b>	<b>\$ 592,734</b>	<b>\$ (19,973)</b>	<b>\$ 3,737,758</b>	<b>\$ 4,146,499</b>	<b>\$ (408,741)</b>	<b>70.43%</b>	<b>75.15%</b>	<b>4.72%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (5,317,227)</b>		<b>\$ (556,945)</b>	<b>\$ (566,901)</b>	<b>\$ (9,956)</b>	<b>\$ (3,619,102)</b>	<b>\$ (3,922,153)</b>	<b>\$ (303,051)</b>			

## Administration - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Revenue</b>											
Program Revenue	\$ 617,616	\$ (19,685)	\$ 1,264	\$ 447	\$ (817)	\$ 577,186	\$ 637,301	\$ 60,115	91.89%	103.19%	11.30%
Operating Transfers	\$18,770,703	\$ 5,039,485	\$ 1,307,524	\$ 1,443,900	\$ 136,376	\$12,598,749	\$13,731,218	\$ 1,132,469	74.12%	73.15%	-0.97%
<b>Total Revenue</b>	<b>\$19,388,319</b>	<b>\$ 5,019,800</b>	<b>\$ 1,308,788</b>	<b>\$ 1,444,347</b>	<b>\$ 135,559</b>	<b>\$13,175,935</b>	<b>\$ 14,368,519</b>	<b>\$ 1,192,584</b>	<b>74.75%</b>	<b>74.11%</b>	<b>-0.64%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 2,674,644	\$ 859,853	\$ 187,698	\$ 186,500	\$ 1,198	\$ 1,739,044	\$ 1,814,791	\$ (75,747)	68.38%	67.85%	-0.53%
Temp/Seasonal	\$ 70,610	\$ (34,603)	\$ 3,524	\$ 16,297	\$ (12,773)	\$ 35,717	\$ 105,213	\$ (69,496)	42.77%	149.01%	106.23%
Personnel Benefits	\$ 839,875	\$ 249,351	\$ 64,047	\$ 65,335	\$ (1,288)	\$ 576,250	\$ 590,524	\$ (14,274)	69.39%	70.31%	0.92%
Supplies	\$ 418,400	\$ 319,503	\$ 2,497	\$ 4,835	\$ (2,338)	\$ 111,381	\$ 98,897	\$ 12,484	65.98%	23.64%	-42.35%
Services and Charges	\$ 994,693	\$ 119,909	\$ 63,671	\$ 87,144	\$ (23,473)	\$ 876,562	\$ 874,784	\$ 1,778	99.51%	87.95%	-11.57%
Interfund Services	\$ 2,489,230	\$ 685,391	\$ 223,659	\$ 212,733	\$ 10,926	\$ 2,117,146	\$ 1,803,839	\$ 313,307	74.24%	72.47%	-1.77%
<b>Subtotal Op. Expense</b>	<b>\$ 7,487,452</b>	<b>\$ 2,199,405</b>	<b>\$ 545,096</b>	<b>\$ 572,845</b>	<b>\$ (27,749)</b>	<b>\$ 5,456,100</b>	<b>\$ 5,288,047</b>	<b>\$ 168,053</b>	<b>74.15%</b>	<b>70.63%</b>	<b>-3.52%</b>
Transfers Out/Capital Outlay	\$ 1,605,912	\$ 955,576			\$ -	\$ 491,386	\$ 650,336	\$ (158,950)	61.13%	40.50%	-20.64%
<b>Total Expenditures</b>	<b>\$ 9,093,364</b>	<b>\$ 3,154,981</b>	<b>\$ 545,096</b>	<b>\$ 572,845</b>	<b>\$ (27,749)</b>	<b>\$ 5,947,486</b>	<b>\$ 5,938,383</b>	<b>\$ 9,103</b>	<b>72.87%</b>	<b>65.30%</b>	<b>-7.56%</b>
<b>Net Gain/(Loss)</b>	<b>\$10,294,955</b>		<b>\$ 763,692</b>	<b>\$ 871,502</b>	<b>\$ 107,810</b>	<b>\$ 7,228,449</b>	<b>\$ 8,430,136</b>	<b>\$ 1,201,687</b>			

## Parks Fund - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Operating Revenue</b>											
Program Revenue	\$ 6,788,305	\$ 1,437,178	\$ 652,895	\$ 557,380	\$ (95,515)	\$ 5,102,970	\$ 5,351,127	\$ 248,157	81.84%	78.83%	-3.01%
Operating Transfers	\$ 18,836,701	\$ 4,980,152	\$ 1,359,538	\$ 1,443,900	\$ 84,362	\$ 12,716,763	\$ 13,856,549	\$ 1,139,786	74.52%	73.56%	-0.96%
<b>Total Operating Revenue</b>	<b>\$ 25,625,006</b>	<b>\$ 6,417,330</b>	<b>\$ 2,012,433</b>	<b>\$ 2,001,280</b>	<b>\$ (11,153)</b>	<b>\$ 17,819,733</b>	<b>\$ 19,207,676</b>	<b>\$ 1,387,943</b>	<b>76.4%</b>	<b>75.0%</b>	<b>-1.49%</b>
<b>Operating Expenses</b>											
Salaries and Wages	\$ 8,198,691	\$ 2,803,355	\$ 569,598	\$ 578,502	\$ (8,904)	\$ 5,086,299	\$ 5,395,336	\$ (309,037)	65.38%	65.81%	0.42%
Temp/Seasonal	\$ 3,232,559	\$ 545,052	\$ 257,287	\$ 298,375	\$ (41,088)	\$ 2,291,544	\$ 2,687,507	\$ (395,963)	72.42%	83.14%	10.71%
Personnel Benefits	\$ 3,139,532	\$ 970,227	\$ 249,836	\$ 254,735	\$ (4,899)	\$ 2,114,646	\$ 2,169,305	\$ (54,659)	76.05%	69.10%	-6.95%
Supplies	\$ 1,565,020	\$ 512,921	\$ 72,271	\$ 102,801	\$ (30,530)	\$ 947,439	\$ 1,052,099	\$ (104,660)	83.29%	67.23%	-16.06%
Services and Charges	\$ 5,031,168	\$ 822,243	\$ 617,172	\$ 698,354	\$ (81,182)	\$ 3,953,183	\$ 4,208,925	\$ (255,742)	85.95%	83.66%	-2.29%
Interfund Payments	\$ 2,529,180	\$ 682,191	\$ 227,671	\$ 219,418	\$ 8,253	\$ 2,149,165	\$ 1,846,989	\$ 302,176	73.81%	73.03%	-0.78%
<b>Total Operating Expenses</b>	<b>\$ 23,696,150</b>	<b>\$ 6,335,989</b>	<b>\$ 1,993,835</b>	<b>\$ 2,152,184</b>	<b>\$ (158,349)</b>	<b>\$ 16,542,276</b>	<b>\$ 17,360,161</b>	<b>\$ (817,885)</b>	<b>73.94%</b>	<b>73.26%</b>	<b>-0.68%</b>
<b>Net Operating Income (Loss)</b>	<b>\$ 1,928,856</b>	<b>\$ 81,341</b>	<b>\$ 18,598</b>	<b>\$ (150,904)</b>	<b>\$ (169,502)</b>	<b>\$ 1,277,457</b>	<b>\$ 1,847,515</b>	<b>\$ 570,058</b>	<b>136.42%</b>	<b>95.78%</b>	<b>-40.64%</b>
<b>Other Financial Activity</b>											
Capital Outlay	\$ 1,337,427	\$ 717,993			\$ -	\$ 414,436	\$ 619,434	\$ (204,998)			
Transfers Out	\$ 466,429	\$ 158,983				\$ 195,699	\$ 307,446	\$ (111,747)	18.80%	65.91%	47.11%
Budget Reserve	\$ 125,000	\$ 125,000									
<b>Total Other Activity</b>	<b>\$ 1,928,856</b>	<b>\$ 1,001,977</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 610,135</b>	<b>\$ 926,879</b>	<b>\$ (316,744)</b>	<b>51.24%</b>	<b>48.05%</b>	<b>-3.18%</b>
<b>Total Expenditures</b>	<b>\$ 25,625,006</b>	<b>\$ 7,337,965</b>	<b>\$ 1,993,835</b>	<b>\$ 2,152,184</b>	<b>\$ (158,349)</b>	<b>\$ 17,152,411</b>	<b>\$ 18,287,041</b>	<b>\$ (1,134,630)</b>	<b>72.79%</b>	<b>71.36%</b>	<b>-1.43%</b>
<b>Net Gain/(Loss)</b>	<b>\$ -</b>		<b>\$ 18,598</b>	<b>\$ (150,904)</b>	<b>\$ (169,502)</b>	<b>\$ 667,322</b>	<b>\$ 920,636</b>	<b>\$ 253,314</b>			

## Golf Fund - September 2024



	Adopted Budget 2024	2024 Remaining Budget Balance	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 YTD Difference	2023 YTD % Of Budget	2024 YTD % Of Budget	YOY % Change
<b>Revenue</b>											
Program Revenue	\$ 5,374,077	\$ (803,126)	\$ 681,609	\$ 812,072	\$ 130,463	\$ 5,105,775	\$ 6,177,203	\$ 1,071,428			
Pre-Sale Revenue					\$ -	174,793	216,362	\$ 41,569			
Facility Improvement Fee	\$ -		\$ (99,796)	\$ (105,692)	\$ (5,896)	\$ (770,318)	\$ (811,208)	\$ (40,890)			
Other Transfers-In	\$ -	\$ -			\$ -						
<b>Total Revenue</b>	<b>\$ 5,374,077</b>	<b>\$ 208,280</b>	<b>\$ 581,813</b>	<b>\$ 706,380</b>	<b>\$ 124,567</b>	<b>\$ 4,510,250</b>	<b>\$ 5,582,357</b>	<b>\$ 1,072,107</b>	<b>104.87%</b>	<b>103.88%</b>	<b>-0.99%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 1,127,824	\$ 310,044	\$ 82,719	\$ 86,708	\$ (3,989)	\$ 692,208	\$ 828,978	\$ (136,770)	60.77%	73.50%	12.73%
Temp/Seasonal	\$ 651,762	\$ 193,879	\$ 61,084	\$ 69,800	\$ (8,716)	\$ 416,610	\$ 458,621	\$ (42,011)	63.85%	70.37%	6.52%
Personnel Benefits	\$ 467,123	\$ (51,969)	\$ 47,161	\$ 46,075	\$ 1,086	\$ 344,121	\$ 375,006	\$ (30,885)	106.53%	80.28%	-26.25%
Supplies	\$ 531,900	\$ 40,649	\$ 55,334	\$ 80,847	\$ (25,513)	\$ 382,098	\$ 370,101	\$ 11,997	93.02%	69.58%	-23.44%
Services and Charges	\$ 1,435,756	\$ (3,774)	\$ 184,083	\$ 216,496	\$ (32,413)	\$ 856,549	\$ 1,056,842	\$ (200,293)	81.34%	73.61%	-7.73%
Interfund Payments	\$ 237,008	\$ 130,292	\$ 26,999	\$ 21,863	\$ 5,136	\$ 215,910	\$ 167,385	\$ 48,525	72.53%	70.62%	-1.91%
<b>Subtotal Op. Expense</b>	<b>\$ 4,451,373</b>	<b>\$ 1,194,440</b>	<b>\$ 457,380</b>	<b>\$ 521,790</b>	<b>\$ (64,410)</b>	<b>\$ 2,907,496</b>	<b>\$ 3,256,933</b>	<b>\$ (349,437)</b>	<b>75.01%</b>	<b>73.17%</b>	<b>-1.84%</b>
Capital Outlay	\$ 714,650	\$ 202,739	\$ 10,101		\$ 10,101	\$ 490,482	\$ 511,911	\$ (21,429)	119.63%	71.63%	-48.00%
Transfers Out		\$ -	\$ 1,497		\$ 1,497	\$ 29,395		\$ 29,395			
<b>Total Expenditures</b>	<b>\$ 5,166,023</b>	<b>\$ 1,397,179</b>	<b>\$ 468,978</b>	<b>\$ 521,790</b>	<b>\$ (52,812)</b>	<b>\$ 3,427,373</b>	<b>\$ 3,768,844</b>	<b>\$ 341,471</b>	<b>79.97%</b>	<b>72.95%</b>	<b>-7.01%</b>
<b>Net Gain/(Loss)</b>	<b>\$ 208,054</b>		<b>\$ 112,835</b>	<b>\$ 184,591</b>	<b>\$ 71,755</b>	<b>\$ 1,082,877</b>	<b>\$ 1,813,513</b>	<b>\$ 730,636</b>			



## Facility Improvement Fee - September 2024




	2023 September Actual	2024 September Actual	2023-2024 Monthly Difference	2023 YTD Actual	2024 YTD Actual	2023-2024 Monthly Difference
<b>Revenue</b>	\$ 99,796	\$ 105,692	\$ 5,896	\$ 770,318	\$ 811,208	\$ 40,890
<b>Debt Service Payments</b>	\$ -	\$ -	\$ -	\$ (309,469)	\$ (309,417)	\$ (52)

Facility Improvement Fee - Fund Balance	
Beginning Fund Balance	\$ 2,218,214
YTD Revenues	\$ 811,208
YTD Loan Payments	\$ (309,417)
Ending Fund Balance	\$ 2,720,005

Golf SIP Loan Amortization		
Period Ending	Payment	Principal Balance
12/1/2023	\$ 308,666	\$ 6,349,397
6/1/2024	\$ 309,417	\$ 6,071,552
12/1/2024	\$ 308,608	\$ 5,793,183


## Capital Reserves and CIP - Fund 1950

January 1, 2024 - September 30, 2024

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Undesignated	General Operating	\$ 31,440	\$ 39,972	\$ 8,900	\$ 62,512		\$ 62,512
Designated	Capital and Other Designated Reserves	\$ 924,539	\$ 43,568	\$ 153,176	\$ 814,930	\$ 85,539	\$ 729,392
	CIP Projects	\$ 2,076,013	\$ 1,060,584	\$ 1,306,919	\$ 1,829,678	\$ 568,247	\$ 1,261,431
Restricted	Reserved for Property Donations	\$ 29,651		\$ 9,847	\$ 19,804		\$ 19,804
	Riverfront Conservation Futures Loan	\$ 170,129	\$ -	\$ -	\$ 170,129		\$ 170,129
	2021 Windstorm Damage Recovery	\$ 17,612	\$ -	\$ 27,677	\$ (10,065)		\$ (10,065)
	Cowley Park	\$ 144,073	\$ 15,755		\$ 159,828		\$ 159,828
<b>Total</b>		<b>\$ 3,393,457</b>	<b>\$ 1,159,879</b>	<b>\$ 1,506,520</b>	<b>\$ 3,046,816</b>	<b>\$ 653,786</b>	<b>\$ 2,393,030</b>

## Capital and Other Reserves

January 1, 2024 - September 30, 2024

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Specialized Fleet		\$ 383,844	\$ -	\$ -	\$ 383,844		\$ 383,844
Capital Equipment Maintenance		\$ 267,627	\$ -	\$ -	\$ 267,627	\$ 60,194	\$ 207,433
Undefined Parks Capital Reserve		\$ 50,000	\$ -	\$ -	\$ 50,000		\$ 50,000
Sky Prairie/5-Mile		\$ 40,666	\$ -	\$ -	\$ 40,666		\$ 40,666
RFP Capital Reserve		\$ -	\$ -	\$ -	\$ -		\$ -
Recreation Capital Reserve		\$ 29,638	\$ 12,568	\$ 37,360	\$ 4,845	\$ 732	\$ 4,113
Ops Capital Reserve		\$ 61,873	\$ -	\$ 68,395	\$ (6,523)		\$ (6,523)
"Coca-Cola" Reserve					\$ -		\$ -
	Riverfront Park	\$ 55,645	\$ 19,000	\$ 47,420	\$ 27,225		\$ 27,225
	Golf	\$ 31,246	\$ 8,000	\$ -	\$ 39,246	\$ 24,612	\$ 14,634
	Aquatics	\$ 4,000	\$ 4,000	\$ -	\$ 8,000		\$ 8,000
<b>Total</b>		<b>\$ 924,539</b>	<b>\$ 43,568</b>	<b>\$ 153,176</b>	<b>\$ 814,930</b>	<b>\$ 85,539</b>	<b>\$ 729,392</b>



## Active CIP Projects - Fund 1950

PROJECT	DETAIL CODE	2024 BEGINNING BUDGET	CURRENT YEAR CONTRIBUTIONS	CURRENT BUDGET	EXPENDED	ENCUMBERED	TOTAL EXPENDED AND COMMITTED TO DATE	BUDGET REMAINING
Turf Replacement		\$ (119,004)	\$ 191,323	\$ 72,319	\$ 191,323		\$ 191,323	\$ (119,003.78)
Audubon Park		\$ 5,000		\$ 5,000	\$ -		\$ -	\$ 5,000.00
Audubon Park Rock Scramble, Roskelley Foundation		\$ 2,035		\$ 2,035	\$ -		\$ -	\$ 2,034.50
Tennis Courts, USTA Private Grant		\$ 23,412		\$ 23,412	\$ -		\$ -	\$ 23,412.30
Dutch Jake's Park		\$ 6,890		\$ 6,890	\$ -		\$ -	\$ 6,890.29
Susie's Trail (18-30)		\$ 13,112		\$ 13,112	\$ -	\$ 3,093	\$ 3,093	\$ 10,019.64
Liberty Park Improvements, Library Fund	48069	\$ 13,173		\$ 13,173	\$ 1,320	\$ 740	\$ 2,059	\$ 11,114.17
North Suspension Bridge, Arterial Street Fund		\$ 80,545	\$ (75,545)	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -
South Suspension Bridge	48085	\$ 7,735	\$ 295,517	\$ 303,253	\$ 181,713	\$ 124,377	\$ 306,090	\$ (2,837.85)
2022 ARPA Deferred Capital Projects		\$ 496,409	\$ (353,496)	\$ 142,912	\$ -		\$ -	\$ 142,912.46
Make Beacon Hill Public, Phase 2, County	48082	\$ 250,453	\$ 104,545	\$ 354,998	\$ 22,318	\$ 16,270	\$ 38,589	\$ 316,409.19
Franklin Park Irrigation		\$ -		\$ -	\$ -		\$ -	\$ -
Ops Playground Replacements (Wildhorse)	48026	\$ -	\$ 990	\$ 990	\$ 190	\$ 800	\$ 990	\$ -
Public Works funded Water Conservation projects		\$ 735,367		\$ 735,367	\$ -		\$ -	\$ 735,366.66
W. Havermale Playground, Parks Foundation		\$ 3,244		\$ 3,244	\$ -		\$ -	\$ 3,244.32
Don Kardong Bridge	48063	\$ 158,571		\$ 158,571	\$ 8,686	\$ 72,686	\$ 81,372	\$ 77,199.42
City-Wide Dog Park	48062	\$ 5,840		\$ 5,840	\$ 22,803	\$ 45,710	\$ 68,513	\$ (62,673.01)
Corbin Park Sport Court	48091	\$ 129,447	\$ 30,995	\$ 160,442	\$ 147,230	\$ 13,212	\$ 160,442	\$ -
CDA Park Irrigation	48061	\$ -	\$ 135,290	\$ 135,290	\$ 82,775	\$ 32,861	\$ 115,635	\$ 19,654.68
Trolley Trail Land Acquisition, Spokane County		\$ 858		\$ 858	\$ -		\$ -	\$ 858.38
Rec Facilities Renovation,		\$ -		\$ -	\$ -		\$ -	\$ -
Underhill Park Sport Court Renovation	48093	\$ -	\$ 44,769	\$ 44,769	\$ 447,761	\$ 224,703	\$ 672,464	\$ (627,694.81)
RFP Post St Parking Lot Renovation	48096	\$ -	\$ 90,707	\$ 90,707	\$ 82,457	\$ 8,250	\$ 90,707	\$ -
Clark Park Site Improvements		\$ -	\$ 34,454	\$ 34,454	\$ 34,454		\$ 34,454	\$ -
Meadowglen Park Development		\$ -	\$ 52,654	\$ 52,654	\$ 52,654		\$ 52,654	\$ -
Manito Bridge Railing		\$ -	\$ 14,476	\$ 14,476	\$ 2,906	\$ 11,570	\$ 14,476	\$ -
Dwight Merkel Field Study	48044	\$ -	\$ 7,200	\$ 7,200	\$ -	\$ 7,200	\$ 7,200	\$ -
6-year CIP Capital Projects		\$ 256,149	\$ 486,706	\$ 742,855	\$ 23,331		\$ 23,331	\$ 719,524.03
Net Deficit from PY projects		\$ 6,775		\$ 6,775	\$ -	\$ 6,775	\$ 6,775	\$ -
<b>Total</b>		<b>\$ 2,076,013</b>	<b>\$ 1,060,584</b>	<b>\$ 3,136,597</b>	<b>\$ 1,306,919</b>	<b>\$ 568,247</b>	<b>\$ 1,875,166</b>	<b>\$ 1,261,430.59</b>