

Special Meeting of the Spokane Park Board Finance Committee Minutes

3 p.m. Tuesday, Aug. 11, 2020 WebEx virtual meeting Mark Buening – Parks Finance/Budget Director

Committee Members:

X Bob Anderson – Chair

X Greta Gilman Gerry Sperling (Absent/excused) Additional Park Board members: Jennifer Ogden Parks Staff: Garrett Jones Mark Buening Jason Conley **Ryan Griffith** Mark Poirier Megan Qureshi Jonathan Moog Al Vorderbrueggen **Berry Ellison** Nick Hamad Jo-Lynn Brown Pamela Clarke

Guests: Danielle Arnold

Summary

- The committee approved to recommend the Park Board accept the following:
 - TPC Holdings five-year contract/Recreation Quarterly Activity Guide (not to exceed \$39,000 annually, tax excluded)
 - Garco Construction gift agreement and sponsorship/Pavilion Elevated Experience (Value: \$130,000, tax inclusive)
 - LaRiviere Inc. change order #4/North bank (\$273,792.23, tax inclusive)
 - Riverfront Park redevelopment budget amendment #11 (\$0)
 - Riverfront Park tree mitigation resolution amendment
 - SPVV contract amendment #3 for project sign design (\$2,500, no tax)
- Bob Anderson presented an overview and proposed response, written by Jennifer Ogden, relating to the selection of an artist to create the second art piece at Riverfront Park as part of the redevelopment project. "The Beaver" by Saya Moriyasu was the Joint Art Committee's recommendation for the second art piece. Due in large part to a high volume of emails received against the Beaver, Parks opened up an online survey to solicit public feedback on the four finalists' proposals. The Finance Committee agreed to proceed with the art project by asking the JAC for their top two artist choices and request they contact the second place artist to be certain that their proposed artwork is still a possibility. Plans are to bring a recommendation to the Riverfront Park Committee next month which will proceed to the Park Board for a final decision at the board's Sept. 10 regular meeting.
- Mark Buening and Jason Conley presented an overview of the 2021 budget. Staff explained the budget guidelines, guiding principles and assumptions to be made in developing next year's budget. Staff is on a very tight timeline to this year and has about a month to develop

the preliminary budget.

• The July financials were provided for each operating division.

The next regularly scheduled meeting is scheduled for 3 p.m. Sept. 8, 2020.

MINUTES

The meeting was called to order at 3:01 p.m. by committee chair Bob Anderson. Mr. Anderson appointed attending Park Board member Jennifer Ogden as a voting member at the Finance Committee meeting.

Action items:

A. <u>TPC Holdings five-year contract/Recreation Quarterly Activity Guide (not to exceed \$39,000 annually, tax excluded)</u> – *Ryan Griffith* presented a five-year contract proposal with TPC Holdings to publish, and occasionally print and arrange the mailing, of the Parks and Recreation Quarterly Activity Guide. Each quarter, the Recreation Department publishes a 40- to 52-page activity guide which showcases the various recreation programs, classes, camps and events Parks and Recreation has to offer. These guides are disseminated to the public, via printed hardcopy with full-color and glossy covers mailed out to up to 50,000 recipients. The digital guides are also available through the SpokaneParks.org website and social media.

<u>Motion 1</u>: Bob Anderson moved to recommend the Park Board accept the five-year contract with TPC Holdings, not to exceed the amount of \$39,000 per year to publish, occasionally print and arrange the mailing of the Parks and Recreation Quarterly Activity Guide.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

The committee agreed to present the recommendation as a consent agenda item at the Aug. 13 Park Board meeting.

B. Garco Construction gift agreement and sponsorship/Pavilion Elevated Experience (Value:

\$130,000, tax inclusive) – Jonathan Moog presented a proposed gift agreement and sponsorship with Garco Construction. The value is estimated to be \$130,000 of in-kind materials and labor for site improvements that expand pedestrian egress at the Pavilion's amphitheater space resulting in increased capacity to 5,100 persons. The scope of in-kind work includes widening and adding egress paths, as well as adding a fire hose standpipe that will eliminate the need for a fire lane through the amphitheater. The scope also includes signage and branding which will be negotiated and offered to the Park Board at a later date. Greta Gilman asked about language in the contract relating to the size and design of the sign. Mr. Moog explained these details were not in the contract, but that the sign could not be larger than what the signage code allows. He explained this is a recognition agreement rather than a naming rights agreement like the Numerica Skate Ribbon/SkyRide agreement. For this reason, the Garco recognition sign would not be as prominent as the Numerica sign. The contract states that the parties would mutually agree on signage, location and lighting, but the sign would not need to be approved by the Park Board. Essentially, Garco would have the final say on design of the sign. The contract also notes that the final name of the Elevated Experience will be subject to mutual written agreement of both parties. Ms. Gilman said she believes there needs to be additional language regarding the sign to ensure it will fit within the park's signage standards. Bob Anderson suggested adding language noting that the Park Board would have the opportunity to review the final design. The committee agreed to have staff work on adding the requested sign language and to bring it back to committee for consideration in September. Mr. Jones suggested the committee reconsider taking action at this meeting. He asked if they would be amenable to moving the gift agreement forward and to bring the sign language back to the Park Board at a future date.

<u>Motion 2</u>: Jennifer Ogden moved to recommend the Park Board approve the Garco Construction gift agreement and to bring the sign language back to Park Board at a later date.

Greta Gilman seconded. The motion passed with unanimous consent (3-0 vote).

The committee agreed to present the recommendation as a regular action item at the Aug. 13 Park Board meeting.

C. <u>LaRiviere Inc. change order #4/North bank playground (\$273,792.23, tax inclusive)</u> – Berry Ellison presented a proposed change order #4 with LaRiviere Inc. for work on the Riverfront Park north bank playground. The change order consists of 12 value-added improvements for the north bank playground project. Two of the items are eligible for reimbursement by the EPA up to \$55,000, and two items are funded by project donors, Hooptown USA and the Parks Foundation up to \$46,000. Potentially, about \$106,000 of the change order could be reimbursed.

Motion 3: Bob Anderson moved to recommend the Park Board approve change order #4 with LaRiviere Inc., as presented, in the amount of \$273,792.23, tax inclusive, from the administrative reserve and non-bond funds.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

The committee agreed to present the recommendation as a regular action item at the Aug. 13 Park Board meeting.

D. Riverfront Park redevelopment budget amendment #11 (\$0) – Berry Ellison presented a proposed amendment #11 to the Riverfront Park redevelopment budget. The budget amendment is necessary to properly allocate funds to various project budgets. The proposed budget reallocations are based on actual costs-to-date, forecasts, commitments of the Master Plan, agreements with other departments and Park Board authorized additional expenditures. Reallocations would include: 1) reallocate \$285,000 from the north bank project contingency to the north bank construction for the skate park; 2) release Park Fund balance reserve for the Under The Freeway (UTF) skate park relocation project; 3) reallocate \$250,000 tree mitigation funds to the north suspension bridge; 4) reallocate \$67,000 from West Havermale contingency to the north suspension bridge; 5) reallocate \$33,000 from north bank contingency to the north suspension bridge; and 6) reallocate \$65,000 from north bank owner management reserve to the north suspension bridge. Mr. Ellison explained that the north bank and West Havermale projects must be complete and/or fully funded prior to them being reallocated to the north suspension bridge. If the north suspension bridge project doesn't use all the funds allocated to the bridge, then that money needs to come back into Riverfront Park for capital improvements. Danielle Arnold requested changing "Program Level Costs" in the Budget Update Overview Mr. Ellison presented to "snx^w mene and other capital project."

<u>Motion 4</u>: Bob Anderson moved to recommend the Park Board approve amendment #11 to the Riverfront Park redevelopment budget and unencumber the Park Fund balance reserve.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

The committee agreed to present the recommendation as a regular agenda item at the Aug. 13 Park Board meeting.

E. <u>Riverfront Park tree mitigation resolution amendment</u> – *Berry Ellison* presented the proposed Riverfront Park tree mitigation resolution amendment. In March 2016, the Park Board approved a resolution to replace trees removed during the redevelopment project calling for two new 2-inch

caliper trees to be planted for every 4-inch or greater caliper tree removed. This resolution amendment changes the funding source from Riverfront Park redevelopment bond to the Parks Fund. The scope of work includes planting of trees as part of Parks' capital investment program over the next several years, as needed, to complete the tree mitigation requirements.

<u>Motion 5</u>: Bob Anderson moved to recommend the Park Board approve the Riverfront Park tree mitigation resolution amendment, as presented.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

The committee agreed to present the recommendation as a consent action item at the Aug. 13 Park Board meeting.

F. <u>SPVV contract amendment #3 for project sign design (\$2,500, no tax)</u> – *Berry Ellison* presented contract amendment #3 with SPVV for the project sign design in the amount of \$2,500, no tax. The scope of work includes design and engineering for one project identity sign at West Havermale's Providence Playscape Playground. This is a non-bond funded expense, gifted by the donor.

<u>Motion 6</u>: Bob Anderson moved to recommend the Park Board approve contract amendment #3 with SPVV for the project sign design in the amount of \$2,500, no tax, from non-bond funds.

Greta Gilman seconded.

The motion passed with unanimous consent (3-0 vote).

The committee agreed to present the recommendation as a consent agenda item at the Aug. 13 Park Board meeting.

Discussion/information items

A. Response to Joint Arts Committee recommendation for Riverfront Park second art piece – Bob Anderson presented a proposed response, written by Jennifer Ogden, relating to the selection of an artist to create the second art piece at Riverfront Park as part of the redevelopment project. "The Beaver" by Saya Moriyasu was the Joint Arts Committee's (JAC) recommendation for the art project. Shortly following the JAC decision, the Covid-19 shutdown occurred which changed the public's opportunity for providing feedback since they could no longer physically attend committee and Park Board meetings. Ms. Ogden recommended Parks ask the JAC for their top two artist choices and to contact the second place artist to confirm that they could still create their art piece. The public feedback survey is closing today and results will be provided to the Park Board for them to review in order to vote on the artwork next month. The JAC recommendation will come before the Riverfront Park Committee in September and is expected to proceed to the Park Board for final approval Sept. 10. Ms. Ogden also added in recognition of the JAC's expertise, if the Beaver is not chosen, staff will ask Spokane Arts to contact Ms. Moriyasu to help create an opportunity to place a beaver or small scale family of beavers in the Spokane Arts Collection in another location, perhaps along the Centennial Trail. Funding for this future art piece would not be part of the bond dollars and is yet to be determined. Mr. Jones said the expectation is by September Parks would have a time line for the art piece and there would be time to fabricate over the winter months with installation done spring 2021. At this time, Parks staff is working with Spokane Arts who is in communication with the Ms. Moriyasu. Mr. Jones added Parks looks forward to working with Spokane Arts and the artists to find a win-win solution.

B. 2021 budget overview – Mark Buening and Jason Conley presented an overview of the 2021 Parks budget. Mr. Buening explained Parks recently received base budget information from City Accounting needed to develop the 2021 preliminary budget. Basic budget guidelines are being created. Guiding principles include: 1) maintenance of core services and preservation of park assets; and 2) maintenance of the health and safety of employees and the public. Parks has about a month to develop the initial proposed budget. There is no consideration for staff increases for next year and no new program growth planned. Some assumptions in the budget development process include that we will be in phase 3 from Jan. 1, 2021, through May 30, 2021, and in phase 4 from June 1, 2021, through Dec. 31, 2021. Some of the priorities include: 1) increase Parks capital reserves, particularly for equipment replacement and additional lease vehicles; and 2) funding for computer replacement. Mr. Conley explained typically this budget development process begins in May or June. He added that Parks will see the full 8% transfer from the City's General Fund to the Parks Fund. This funding is based on the sales tax revenue from 2019 which was a good year. The City Charter mandates 8% of the City's annual expenditures be earmarked for Parks. It will be important next year to bank some funds to rollover to 2022 when there will be a drop in the transfer since it will be based on the 2020 sales tax revenue. Mr. Anderson thanked staff on the heads up that the budget development process will be quite different this year and on a much tighter timeline than normal. Greta Gilman suggested that staff provide the committee a list of assumptions with a best case scenario and a worst case scenario included given the uncertainty of next year.

Standing report items:

1. July financials – The July financials were provided, but not reported or discussed.

Contract items from other committees:

A. Toro Company contract/Golf maintenance equipment purchase (\$361,595.37, plus financial fee, tax inclusive)

Adjournment: The meeting was adjourned at 4:29 p.m.

The next regularly scheduled meeting is 3 p.m. Sept. 8, 2020.

Return to Minutes

Spokane Park Board Briefing Paper



Committee	Finance			
Committee meeting date	Aug. 11, 2020			
Requester	Jennifer Papich		Phone number: 36	3-5420
Type of agenda item	O Consent	O Discussion	O Information	Action
Type of contract/agreement	🕑 New 🔿 Re	enewal/extension	O Amendment/change o	rder 🔘 Other
City Clerks file (OPR or policy #)				
Item title : (Use exact language noted on the agenda)		e-year contract/Re annually, tax exclu	creation Quarterly Activity G ded)	uide (not to
Begin/end dates	Begins: 08-13-20	020 Enc	ls: 08-31-2025	Open ended
Background/history: Each quarter, the Recreation Department recreation programs, classes, camps and public via printed hard copy with full-color accessible through the SpokaneParks.org typesetting (layout and design), printing of Motion wording: Motion to approve five-year contract with occasionally print and arrange the mailing Approvals/signatures outside Parks:	I events Parks and and glossy cover g website, social r costs and the cost	d Recreation has to s mailed out to up nedia and email lin to arrange the mai	o offer. These guides are dist to 50,000 recipients and digi ks. The contract price includ ling, postage not included.	seminated to the itally and easily es the cost of
If so, who/what department, agency or c		0		
Name:	Email address:		Phone:	
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jennifer Papich Grant Management Department/Name:		Purchasing -	Thea Prince & Samantha J	lohnson
Fiscal impact: • Expenditure	O Revenue			
Amount: \$39,000.00, annually		Budget code: 1400-30210-7610	1-54909	
Vendor: ● Existing vendor Supporting documents: ● Quotes/solicitation (RFP, RFQ, RFB) ● Contractor is on the City's A&E Roster - Contractor is on the City's A&E Roster - Contractor is conthe City's A&E Roster - Contractor is co		W-9 (for n ACH Forms	ew contractors/consultants/ve s (for new contractors/consulta Certificate (min. \$1 million in G	ints/vendors

Recreation Activity Guide Contract/ 5-Year Agreement Approval

- Business solicited publicly through the City's electronic bidding portal under Informal Request for Proposals (IRFP) #5290-20
- Four proposals were received and evaluated.
- Award recommended by evaluation committee as the most qualified respondent of least cost was **TPC Holdings.** TPC Holdings is also our current supplier of these services.
- Resulting contract is good to August 2025, annual spend not to exceed \$39,000.00, plus applicable tax annually.
- Contract pricing is flexible; design services are priced independently of printing and mailing specifically to allow the department to decide quarterly how to disseminate the information.
- <u>Suggested Motion</u>: To approve the 5-year contract with TPC Holdings, not to exceed the amount of \$39,000 per year to publish, occasionally print and arrange the mailing of the Parks and Recreation Quarterly Activity Guide.



City Clerk's No. _____



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: PARKS AND RECREATION SEASONAL ACTIVITY GUIDES

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DIVISION** as ("City"), a Washington municipal corporation, and **TPC HOLDINGS, INC.**, whose address is 2210 North Dollar Road, Spokane Valley, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Design, Printing and Mailing Services for the Parks and Recreation Seasonal Activity Guides, in accordance with Exhibit B, IRFP No. 5290-20 issued by the City, and Exhibits C and D, the Company's Proposal dated July 7, 2020, and Bid Response Summary, all attached here. In the event of a conflict between Company's Proposal and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on August 13, 2020 and shall run through August 31, 2025, unless amended by written agreement or terminated earlier under the provisions

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this unit price Contract shall be a maximum amount not to exceed **THIRTY NINE THOUSAND AND NO/100 DOLLARS** (\$39,000.00), per year, not including application tax, in accordance with Company's Proposal attached as Exhibit C, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Division, 808 West Spokane Falls Blvd., 5th Floor, Spokane, Washington 99201. **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.

4. TAXES, FEES AND LICENSES.

A. Company 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 Company'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.

5. 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 Company shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Company 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.

6. 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 Company 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.

7. INDEMNIFICATION.

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

8. INSURANCE.

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

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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company 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 Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. 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 Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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).

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. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, 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. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- 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 Company after the time the same shall have become due nor payment to the Company 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 Company. 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.

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.

TPC HOLDINGS, INC.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

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:		
	" DI (

- Exhibit A Certificate Regarding Debarment
- Exhibit B IRFP No. 5290-20
- Exhibit C Company's Proposal dated July 7, 2020
- Exhibit D Company's Bid Response Summary from IRFP No. 5290-20

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



CITY OF SPOKANE - PARKS & RECREATION

Spokane, Washington

INFORMAL REQUEST FOR PROPOSALS

City of Spokane, Washington

GENERAL INFORMATION

IRFP Number	5290-20	Due Date	Thursday, July 2, 2020
IRFP Description	Parks & Recreation Seasonal Ac	Parks & Recreation Seasonal Activity Guides: Design, Printing, & Mailing Services	

All relevant documentation must be submitted by 1:00 pm (Pacific Time) on the noted due date in order to be considered.

INTRODUCTION

QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have demonstrable experience in layout design and printing services.

FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

PERIOD OF PERFORMANCE

The initial contract for these services will be for a five (5) year term. Services should be initiated immediately upon contract execution.

CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

SCOPE OF SERVICES

The City of Spokane Parks & Recreation department is seeking a supplier to design four quarterly activity guides and to print and mail those guides, if requested.

At minimum, the supplier shall be utilized for design (format and layout) of the department's quarterly activity guides. Design will require collaboration with designated City employees, particularly timely responsiveness and design execution. The supplier shall type, set, flow, and make corrections as

appropriate. Proofs shall be provided as requested by City personnel. The finalized design shall be supplied electronically in .pdf format for the Parks department to display on their website.

Sample design format:

Bicycle Ride Trail of the Coeur d`Alene's - Family

1 day | Ages 8+ This ride has it all! It is perfect for all levels, and features mountain canyons and lake shore riding - all on a paved trail. You will begin with an 8 mile slight downhill stretch and end with a lunch along the shore of Lake Coeur d' Alene. Trip includes transportation from Spokane. Sacajawea Middle School, 401
E 33rd. \$39

5816 Sat. 6/28 9am-3pm

In addition to design services, the supplier shall provide printing and mailing services of the same quarterly activity guides, if needed and requested by City personnel. If these additional services are requested, City personnel will provide a list of mailing addresses which will need to be sorted for duplicates (currently over 15,000 on the list).

Guides shall be designed and printed according to the specifications outlined on the 'Product' section of the 'Questions' tab on the City's ProcureWare project #IRFP 5290-20.

Meetings may be conducted by video/teleconference at mutual agreement. The City will not pay or reimburse travel costs for any part of this project.

SCHEDULE OF DELIVERABLES

The City recognizes delays to the following schedule - particularly the Fall Activity Guide - are possible, especially in light of covid-19. Interested parties should indicate in their proposals their ability meet these timelines as closely as possible in light of the deadlines for this project.

Fall Activity Guide 2020	September - Early December	
Content Sent to Designer in Word Doc.	July 10th	
Initial Proof Received from Designer	July 17th	
Edits/Proofs Exchanged, Ads/Cover Content	July 17th - August 9th	
Sent to Designer		
Designer & City Personnel Meet	August Oth	
(if needed)	August 9th	
Final Proof	August 10th	
Guide to Printer (if needed)	August 11th/12th	
Web Version of Guide Provided by Designer	August 14th	
Guide Mailed Out (if needed)	August 17th	
Winter Activity Guide 2020	Mid December - Early March	
Content Sent to Designer in Word Doc.	October 20th	
Initial Proof Received from Designer	October 28th	
Edits/Proofs Exchanged, Ads/Cover Content	October 29th - November 9th	
Sent to Designer	October 29th - November 9th	

Activity Guide Production & Distribution Dates 2020/2021

Designer & City Personnel Meet November 9th		
(if needed)	November 5th	
Final Proof	November 10th	
Guide to Printer (if needed)	November 11th/12th	
Web Version of Guide Provided by Designer	November 13th	
Guide Mailed Out (if needed)	November 16th	
Spring Activity Guide 2021	Late March - Early June	
Content Sent to Designer in Word Doc.	January 19th	
Initial Proof Received from Designer	January 25th	
Edits/Proofs Exchanged, Ads/Cover Content Sent to Designer	January 26th - February 8th	
Designer & City Personnel Meet	February 8th	
(if needed)		
Final Proof	February 9th	
Guide to Printer (if needed)	February 10th/11th	
Web Version of Guide Provided by Designer	February 12th	
Web Version of Guide Provided by Designer Guide Mailed Out (if needed)	February 12th February 15th	
Guide Mailed Out (if needed)	February 15th	
Guide Mailed Out (if needed) Summer Activity Guide 2021	February 15th Mid June - August	
Guide Mailed Out (if needed) Summer Activity Guide 2021 Content Sent to Designer in Word Doc.	February 15th Mid June - August April 16th	
Guide Mailed Out (if needed) Summer Activity Guide 2021	February 15th Mid June - August	
Guide Mailed Out (if needed) Summer Activity Guide 2021 Content Sent to Designer in Word Doc. Initial Proof Received from Designer Edits/Proofs Exchanged, Ads/Cover Content	February 15th Mid June - August April 16th April 22nd	
Guide Mailed Out (if needed) Summer Activity Guide 2021 Content Sent to Designer in Word Doc. Initial Proof Received from Designer Edits/Proofs Exchanged, Ads/Cover Content Sent to Designer Designer & City Personnel Meet	February 15th Mid June - August April 16th April 22nd April 23rd - May 6th	
Guide Mailed Out (if needed) Summer Activity Guide 2021 Content Sent to Designer in Word Doc. Initial Proof Received from Designer Edits/Proofs Exchanged, Ads/Cover Content Sent to Designer Designer & City Personnel Meet (if needed)	February 15th Mid June - August April 16th April 22nd April 23rd - May 6th May 7th	
Guide Mailed Out (if needed) Summer Activity Guide 2021 Content Sent to Designer in Word Doc. Initial Proof Received from Designer Edits/Proofs Exchanged, Ads/Cover Content Sent to Designer Designer & City Personnel Meet (if needed) Final Proof	February 15th Mid June - August April 16th April 22nd April 23rd - May 6th May 7th May 10th	

If awarded the business, supplier must notify the City in advance where possible of any delays in the completion of these services which influence the timelines indicated. If the City cannot tolerate delays, supplier shall be responsible for any expenses related to achieving performance as close to the original timeline as possible, such as overtime hours or expedited freight costs.

GENERAL INFORMATION

IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this project. All communication between the respondent and the City upon receipt of this IRFP shall be with the IRFP Coordinator through the City's ProcureWare electronic bidding portal. Any other communication will be considered unofficial and non-binding on the City of Spokane.

IRFP Coordinator	Samantha Johnson, Procurement Specialist - Water/Wastewater Maintenance
	Utilities

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this request shall become the property of the City. All received responses shall remain confidential until the IRFP evaluation committee has concluded their review. Thereafter, the responses are considered public records as defined in RCW 42.56, "Public Records."

Any information in the submission that the respondent desires to claim as proprietary and thus exempt from disclosure under the provisions of state law, must be submitted separately and clearly designated "Proprietary Information." Marking the entire submission exempt from disclosure will not be honored.

If a valid public records request is received by the City for this information, you will be given notice and a ten (10) day opportunity to obtain a court injunction to prevent the City from releasing the "Proprietary Information" only from your response. If no injunction is obtained, the City is legally required to release all submitted records.

REVISIONS TO THE IRFP

In the event it becomes necessary to revise any part of this IRFP, addenda will be posted to the City electronic bidding portal at <u>https://spokane.procureware.com</u>. Respondents are responsible for obtaining all project addenda and ensuring the relevant documentation is submitted with their response.

The City also reserves the right to cancel or reissue this IRFP in whole or in part at any time.

IRFP EXPENSES

The City will not be liable for any costs incurred by respondents in preparation of a response submitted to this IRFP, conduct of a presentation, or any other activities related to responding to this request.

ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date of receipt of proposals.

REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all proposals received without penalty and to not issue a contract as a result of this IRFP.

INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response to this request, the proposer agrees to provide its services to other public agencies at the same contracted price, terms, and conditions contingent upon the Firm's review and approval at the time of requested contract. The Firm's right of refusal to contract with another public entity shall be absolute.

RESPONSIVENESS

Failure by respondents to comply with any part of this IRFP may result in rejection of the resulting submission as non-responsive. However, the City also reserves the right at its sole discretion to waive minor

administrative irregularities.

PROPOSAL CONTENTS

Proposals shall be formatted on eight and one-half by eleven inch ($8^{"}$ 1/2 x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be titled and submitted in the order noted below in order facilitate a thorough response and evaluation:

LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal shall include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, and contact information for the legal entity or individual with whom contract would be written;

2. Legal status of the company (sole proprietorship, partnership, corporation, etc.);

3. Location of the facility from which the company would operate;

4. Identification of any current or former City employees employed by or on the company's governing board as of the date of the proposal or during the previous twelve (12) months; and

5. Acknowledgement that the company will comply with all terms and conditions set forth in the Informal Request for Proposals, unless otherwise agreed by the City. Any exceptions to the Contract Terms detailed below should be clearly enumerated.

TECHNICAL PROPOSAL

This section shall contain a comprehensive description of services including the following elements:

1. PROJECT APPROACH / METHODOLOGY – Include a complete description of the company's proposed approach and methodology for the project. This section should convey company's understanding of the proposed project and its objective.

2. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this IRFP. This section of the Technical Proposal shall contain sufficient detail to convey the company's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The company may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

3. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided. Detail timelines of specific tasks and indicate those that can be done concurrently. The schedule should reflect the deliverables timeline outlined above.

MANAGEMENT PROPOSAL

PROJECT MANAGEMENT

1. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team

structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the company indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the company. This chart must also show lines of authority to the next senior level of management. Include who within the company will have prime responsibility and final accountability for the proposed work.

2. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Samples of an employee's work may be included, if appropriate. The company shall commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

EXPERIENCE OF THE FIRM

1. Indicate the experience the company and any subcontractors have in the following areas:

Layout Design and Volume Printing Services

2. Indicate other relevant experience that indicates the qualifications of the company, and any subcontractors, for the performance of the potential contract.

REFERENCES

Provide a reference list of at least three (3) customers in the state of Washington utilizing company services. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The City is granted permission to contact the references provided.

RELATED INFORMATION

1. Indicate if the company has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance due to the company's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the proposer, or (b) litigated and such litigation determined that the proposer was in default.

2. If a contract has been terminated as described above, submit full details of the terms for default including the other party's name, address, and phone number. Present the company's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the company of least cost, but rather to the company whose proposal best meets the requirements of this IRFP. All costs must be quoted on the 'Pricing' tab of the City's ProcureWare project #IRFP 5290-20.

The City will not pay or reimburse travel (or related) costs for any part of this project.

EVALUATION

Responsive proposals will be evaluated based on the requirements stated in this solicitation. Evaluation shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the proposals. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation. The IRFP Coordinator may contact the proposer for clarification on any portion of their proposal.

The following weighting and points will be assigned to the written proposal for evaluation purposes:

TECHNICAL PROPOSAL - 40%			80 Points
Project Approach/Methodology	20 Points		
Quality of Work Plan	20 Points		
Project Schedule	40 Points		
MANAGEMENT PROPOSAL - 35%			70 Points
Project Team Structure/Internal Controls	10 Points		
Staff Qualifications/Experience	30 Points		
Experience of the Firm/References	30 Points		
COST PROPOSAL - 25%			50 Points
		GRAND TOTAL	200 Points

CONTRACTING

EXPENDITURES/DELIVERABLES

Any contract resulting from this IRFP shall be written "not to exceed" the funding limit determined by City personnel. The City shall have discretion, within the Scope of Work herein defined, to request deliverables and negotiate expenditures with the winning company over the duration of the contract. Changes to the proposed/contracted deliverables or expenditures shall require written acceptance in advance of invoice by the City of Spokane.

DOCUSIGN

The City has transitioned to the use of DocuSign for electronic contract signature and execution. Submission of a proposal to this request constitutes agreement to participate in and accept electronic signatures and contract documents. The winning company shall be expected to provide written acceptance of any contract resulting from this IRFP in advance of release for signature, along with a current email address for the appropriate company signatory.

CONTRACT TERMS

OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other material designed, created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this contract shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its

creation. Ownership of the intellectual property includes the right to copyright, patent and register, and the ability to transfer these rights.

ANTI-KICKBACK

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

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this IRFP or any resulting contract 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 respondent agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the respondent.

INSURANCE COVERAGE

During the term of any resulting contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

<u>Worker's Compensation Insurance</u> in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

<u>General Liability Insurance</u> 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 provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and

<u>Automobile Liability Insurance</u> 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

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 Firm or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

ADDITIONAL TERMS

Additional contract terms are outlined on the 'Questions' tab of the City's ProcureWare project #IRFP 5290-20 and will be included in the draft contract provided to the company.

SUBMISSION OF RESPONSES

All relevant documentation must be submitted by 1:00 pm (Pacific Time) on the noted due date in order to be considered.

All submissions must be completed by an authorized person of respondent's firm.

Submissions must be uploaded to the City's ProcureWare electronic bidding platform on the relevant project in order to be considered.

EXHIBIT C

Printing

City of Spokane Parks & Recreation Request for Proposal Seasonal Activity Guides: Design, Printing, & Mailing Services

Vendor:

TPC Printing / TPC Holdings Inc. 2210 N. Dollar Rd. Spokane Valley, Washington 99212

Adam Stevenson – Lead Graphic Artist

Nathan Alford - General Manager

Jay Brown - Production Director Julie Winters – Production Coordinator

Contacts:

Submission deadline: Tuesday, July 7, 2020 - 9 a.m. PDT . 11 11

Signature:

Date: 7/7/20

(208) 310-6400

(208) 848-2287

(509) 987-6969

(509) 534-3625

1

JPG Printing

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JPG Printing

Letter of Submittal

TPC Printing is pleased to submit a proposal to contract with City of Spokane Parks & Recreation for the design, printing, and mailing of its seasonal activity guides.

It's been our pleasure to be your design, print and mail partners, and we look forward to the good years ahead.

TPC Printing's parent company, **TPC Holdings Inc.**, is a family- and employee-owned company based in Lewiston, Idaho, and with business operations in Spokane Valley, Wash., with 127 years of Northwest business experience.

TPC Holdings Inc., is a registered C corporation with the Secretary of the State of Idaho and is licensed to do business in the State of Washington.

TPC Holdings employs 120-plus north-central Idaho and eastern Washington employees at its commercial printing facility in downtown Lewiston, its Spokane Valley offices and warehouse, and its two newspapers – the Lewiston Tribune and Moscow-Pullman Daily News.

TPC's experienced layout team and pre-press and press crew will be responsible for the design, pre-press, proofing, printing, mailing and delivery services of the guides.

Our passion to serve each of our 30-plus commercial printing partners throughout the Northwest, including the City of Spokane Parks and Recreation, illustrates our expertise in coordinating deadlines, proofing, printing, mailing and delivery.

Each term and condition as set forth in the Informal Request for Proposal will be met and exceeded.

Our promise is to continue to meet and exceed expectation with an experienced, caring staff focused on collaboration, quality, and a timely turnaround.

JPG Printing

TPC Company Information

TPC Printing / TPC Holdings Inc.

2210 N. Dollar Rd. Spokane Valley, WA 99212 (509) 534-3625

505 Capital Street Lewiston, ID 83501 (208) 743-9411

Federal ID# 82-0500182

State of Washington Unified Business ID#: 601-011-077 (Business License attached.)

JDG Printing

Technical Proposal

Project Approach / Methodology: Our graphic arts department – led by lead artist Adam Stevenson – understands the practical aspects of producing a quarterly activity guide.

Each edition will be professionally designed, properly proofed, printed, mailed, prepped for the web, and delivered with care. Collaboration with city staff from beginning to end is essential.

Our TPC team – starting with the initial draft, follow-up edits, quality press run, and mail delivery free of any duplicate Spokane resident addresses – will closely follow all IFRP guidelines.

Work Plan: Our 32,000-square-foot production facility meets and exceeds industry standards.

Electronic file transfer can be done via ftp at [ftp://ftp.lmtribune.com/upload]. An ftp program such as Filezilla or any other ftp client can also be used. Plus, we can accept CD, DVD and USB.

Our IBM-compatible computer system runs Adobe Creative Suite, which includes InDesign, Illustrator, Photoshop and Acrobat.

All images are preflighted through PitStop Pro, which is a total PDF preflight solution. PitStop allows us to quickly identify potential problems (i.e. rgb, layering, full color type, etc.) and make corrections or edits, if needed.

Files are then imposed into book format using Kodak Preps page-pairing software. Once the files are imposed, the job is ripped using a Harlequin rip where we check the thumbnail images for font errors. Low-resolution rastor image proofs can be easily sent via email for offsite proofing.

Then, files are sent to the computer-to-plate Kodak Trendsetters where a laser imprints the image on a plate. The chemical-free plates are bent on a three-point Burgess bender and developed with soy-based ink on the press.

Project Schedule: TPC Printing understands deadlines. The three-week plus schedule as outlined in the IRFP for the Fall, Winter, Spring and Summer guides is a reasonable production timeline for our team. Accuracy and flexibility on a deadline is a strength.

IP Printing

Project Management

Team Structure / Controls: Each print project will be handled entirely by TPC employees. No related services will be subcontracted.

TPC will produce and maintain high quality standards of reproduction consistent with web offset printing industry standards; including three independent staff final proof reads before copies are bound, labeled and prepared for shipping.

Staff Qualifications / Experience: The following team of professionals will be involved in the production and delivery of the activity guides – and the sequence of the staff list represents the lines of organizational authority and responsibility.

ALA Jr. "Butch" Alford – President and Publisher Emeritus with 59 years of service to TPC Holdings.

alajr@lmtribune.com

Nathan Alford – General Manager, and Chief Executive Officer, with 18 years of TPC Holdings leadership experience.

alford@lmtribune.com

Jay Brown – Production Director with 36 successful years with TPC Holdings. jbrown@lmtribune.com

Justin Ralston – Chief Financial Officer with 20 years of media management experience. jralston@lmtribune.com

Adam Stevenson – Graphic Artist with 11 years of experience and current coordinator of the City of Spokane's Park and Recreation guides.

astevenson@tpcprinting.com

Julie Winters – Production Coordinator with five years of experience leading TPC Printing and Today's Mail workflow.

jwinters@lmtribune.com

Darcy Anderson – Distribution Center Supervisor with 13 years of experience with TPC and Today's Mail.

danderson@lmtribune.com

J PG Printing

Statement of Qualifications: TPC's experienced team will meet and exceed your expectations in pre-press, proofing, printing, mailing and delivery services.

Our parent company, TPC Holdings Inc., is an Idaho C corporation – licensed to do business in the State of Washington – with a proven track record that has invested in the people, facilities, training and equipment to be a leading print and mail shop in the Northwest.

With over 130 years of combined experience, our crew knows how to take care of you, and even handle surprises.

We've been in the print business since 1892, and we'll continue to be for the generations to come.

Given the opportunity, we'll continue prove ourselves and passion to City of Spokane Parks & Recreation, and serve the city's residents and participants well.

References:

Barb Powers (Eight-year print partner) Owner and Publisher The Exchange 5111 E Trent Ave, Spokane WA 99212 Email: <u>barb@spokane.exchange</u> Phone: 509-922-3456

Cary Rosenbaum (10-month print customer) Editor of the Tribal Tribune P.O. Box 150 Nespelem, WA 99155 Email: Cary.Rosenbaum.ADM@colvilletribes.com Phone: 509-634-2223

Please see links below for more information on our company: <u>http://tpcprinting.com/</u> <u>https://todaysmailer.com/</u> <u>https://www.youtube.com/watch?v=pFFV0hlUCK0</u>

Michelle Nedved (Five-year partner) Publisher The Miner Newspapers 421 S. Spokane, Newport WA 99156 Email: mnewportminer@gmail.com Phone: 509-447-2433



Production Building



Pre Press



Kodak Trendsetter Plate Maker



Plate Bender



Press Control Desk



Manroland Uniset 75 Printing Press







Stitcher



Stitcher

Bid Response Summary

Bid Number	IRFP 5290-20
Bid Title	Parks & Recreation Seasonal Activity Guides: Design, Printing, & Mailing Services
Due Date	Wednesday, July 8, 2020 10:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	TPC Holdings
Submitted By	Julie Winters - Tuesday, July 7, 2020 9:00:46 AM [(UTC-08:00) Pacific Time (US & Canada)]
	jwinters@Imtribune.com 2088482237
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this proposal and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Julie Winters (208)84 2237 or (509)987-696 jwinters@Imtribune.co
Order			
Placement/Approval			
	1	Award of this business is subject to approval of the City's Parks Board. Award is anticipated in July 2020 for start promptly following approval.	Acknowledged
Contract Terms			
	1	This business shall be awarded on a five (5) year contract.	Acknowledged
Product			
	1	All activity guides shall have a finished size of 8 1/4" x 10 3/4" or 8.25" x 10"	Acknowledged
	2	Activity guides shall be between 44 and 52 total pages.	Acknowledged
	3	All activity guides shall be printed on the following paper stock: 48 pages 32# or 34#hi-brite 1 pms color +blk ink, 4 pages 80# gloss (covers)	Acknowledged
	4	All activity guides shall be printed with the following ink colors: 48 pages black plus 1 PMS color or process all, 4 pages 4 color/black or 4 over 2 color	Acknowledged
	5	All activity guides shall be printed with the following bleed restrictions: inside pages - right & left hand margins throughout or Bleed Cover only	Acknowledged
	6	All activity guides shall be bound with saddlewire and trim.	Acknowledged
Design Services			
	1	Unit pricing on this quote is understood to include all costs associated with designing the City's activity guides and furnishing the design to the City. No additional fees shall be paid by the City of Spokane.	Acknowledged
Printing/Mailing Services			

20		City of Spokane Procurement	
	1	Unit pricing on this quote is understood to include all costs associated with printing and mailing the City's activity guides. No additional fees shall be paid by the City of Spokane.	Acknowledged
	2	Quantities provided on the 'Pricing' tab represent estimates, but the City of Spokane is able to promise a minimum order of 30,000 guides per quarter in the event printing and mailing services are required.	Acknowledged
Proposal			
	1	Supplier should read the '5290-20 Parks & amp; Recreation Seasonal Activity Guides - Design Printing & amp; Mailing Services' document so named in the 'Documents' tab before providing a proposal for these services. Questions around the direction in that document must be asked in the 'Clarifications' tab on this project.	Acknowledged
	2	Proposals for this business must be uploaded here (please note all pages - except for 'proprietary information' - must be uploaded as a single document).	RFP Response.pdf
	3	Proposal 'proprietary information' may be uploaded here (please note all pages must be uploaded as a single document).	wa business license 1 31-20.pdf
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City contract will be issued. If the City objects to all or any portion of an invoice, it shall notify the firm and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Acknowledged
	2	All invoices shall reference the City's contract number provided upon award of the business, along with the name of the City employee who coordinated the order.	Acknowledged
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged
Business Registration Requirement			

City of Spokane Procurement

		City of Spokalle Procurement	
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Acknowledged
	2	Supplier's Business Registration No.	601-011-077
Polychlorinated			
Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), the respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Acknowledged
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms &			
Conditions	1	Submission of a response to this request constitutes acceptance of the Terms & amp; Conditions so named in the 'Documents' tab.	Acknowledged

Pricing Responses

Group	Reference Number	Description	Туре	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Design Services								
	1	Quarterly Design Services	Base	Each	4.00	\$500.00	\$2,000.00	

Printing/Mailing							
Services							
		Printing/Mailing					
	1	Service - Fall	Base	Each	50,000.00	\$0.185	\$9,250.00
		Activity Guides					
		Printing/Mailing					
	2	Service -	Base	Each	50,000.00	\$0.185	\$9,250.00
	2	Winter Activity					φ9,200.00
		Guides					
		Printing/Mailing					
	3	Service -	Base	Each	50,000.00	\$0.185	\$9,250.00
		Spring Activity					
		Guides					
	4	Printing/Mailing	Base	Each	50,000.00	\$0.185	\$9,250.00
		Service -					
		Summer					
		Activity Guides					
Total Base Bid	\$39,000.00						
Return to Minutes

Spokane Park Board Briefing Paper



Committee	Finance Committee			
Committee meeting date	Aug. 11, 2020			
Requester	Jonathan Moog Phone number: 625-6243			
Type of agenda item	O Consent O Discussion O Information O Action			
Type of contract/agreement	• New O Renewal/extension O Amendment/change order O Other			
City Clerks file (OPR or policy #)	New OPR Cross reference: LGL 2011-0031			
Item title : (Use exact language noted on the agenda)	Garco Construction gift agreement and sponsorship/Pavilion Elevated Experience (Value: \$130,000, tax inclusive)			
Begin/end dates	Begins: 09/01/2020 Ends:			
Background/history: Spokane Parks Foundation is contracted to Spokane Parks and Recreation Division to manage the fundraising effort know as the Campaign for Riverfront. Under this Campaign, Garco Construction donated \$130,000 of in-kind services in various site improvements at the US Pavilion. Spokane Park Board directed Parks Director accept and implement Garco's in-kind services at the July 7, 2020 convening of the Park Board in anticipation of this gift recognition agreement. The presented agreement outlines the scope of recognition provided to Garco for their donation.				
	ce at the US Pavilion in recognition of Garco Constructions charitable donation as arco Construction and Spokane Parks Foundation.			
Approvals/signatures outside Parks:	• Yes No			
If so, who/what department, agency or co				
Name: Terri Fortner	Email address: Terri@spokaneParksFoundation.or Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:	Terri@spokaneParksFoundation.org			
Fiscal impact: O Expenditure	O Revenue			
Amount: None	Budget code:			
Vendor: • Existing vendor	O New vendor			
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp				

U.S. PAVILION ELEVATED EXPERIENCE RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT ("Agreement) is entered into as of the _____ day of _____, 2020, by and among the Spokane Parks Foundation ("Foundation"), located in Spokane, WA., the City of Spokane Parks and Recreation Division ("City"), and Garco Construction, Inc., a Washington corporation ("Donor" or "Garco") with offices at 4114 E. Broadway Avenue, Spokane, Washington 99202.

RECITALS

A. The City owns and operates the elevated experience, a feature within the US Pavilion ("Elevated Experience"). The Elevated Experience is a scenic overlook located above the US Pavilion's outdoor amphitheater. It is comprised of columns supporting elevated landings, bridges and a staircase. The Elevated Experience is generally free and open to the public as a place of interest. When the events are held at the US Pavilion, the Elevated Experience may be used for following but not limited to supporting theatrical lighting, reserved seating, providing bar service and remaining as open space.

B. The Foundation represents that it is a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code. The Foundation's Federal Tax Identification number is 91-6033-504 and it is registered with the Secretary of State in the State of Washington.

C. Garco is a privately owned company, which as of the date of this Agreement specializes in general construction and design services.

D. Spokane Parks Board directed City to implement Garco in-kind service at the July 7 2020, convening of the Park Board in anticipation of this naming rights agreement. City authorized work through change order #23 to the Progressive Design Build agreement for the US Pavilion between City and Garco.

E. In recognition of Garco's charitable in-kind donation to the Spokane Parks Foundation and Spokane Parks and Recreation, Garco will receive naming rights recognition for the useful life of the Elevated Experience.

NOW, THEREFORE, in consideration of the mutual promises, duties and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS**.

- a. "Elevated Experience" refers to the outdoor elevated experience, including the elevated columns, landings, bridges and staircase above the amphitheater in the US Pavilion Facility.
- b. "Major Dispute" means any dispute between the parties involving (i) failure of the City to provide the signage substantially as set forth in Section 4. B., subject to the limitations set forth herein; or (ii) a default of this Agreement claimed by one party against the other.
- c. "Minor Dispute" means any dispute between the parties which is not a Major Dispute.
- d. "Effective Date" means September 1, 2020.
- e. "Term" means the period of the Effective Date through perpetuity or for the useful life of the Elevated Experience in its present configuration, whichever occurs first, unless earlier terminated pursuant to the terms of this Agreement. In the event that the Elevated Experience is demolished, destroyed, or ceases to be used by the City or Riverfront Spokane within ten (10) years after the Effective Date, or in the event that the space is relocated or substantially renovated within said ten (10) year period of time, the Executive Director of the Foundation and the Director of Parks and Recreation Division for the City of Spokane (or his or her designate), shall work with the Donor, or the

Donor's designee, to determine another appropriate form of recognition for the support provided by this gift.

2. RECOGNITION.

- a. Naming Rights Recognition
 - i. As of the Effective Date, the Elevated Experience shall be known as "TBD-Garco Something". The final name shall be subject to mutual written agreement of both parties. All references in this Agreement to the Elevated Experience shall then refer to "TBD-Garco Something."
 - ii. Garco shall have the exclusive right to retain the Elevated Experience name "TBD Garco Something."
 - iii. All references to the Elevated Experience, regardless of media, made by the City shall include the name selected by Garco. Such references shall include but not be limited to, all official documents, marketing materials (including, without limitations, news media, service providers, advertisers, promotors and sponsors), press releases, other print materials, and radio, web, and television broadcasts.
 - iv. The City shall use commercially reasonable efforts to refer to the Elevated Experience as "TBD-Garco Something" when so referencing the Elevated Experience.
- b. The City agrees that no sponsorships or other forms of advertisements related to the Elevated Experience may be offered to third parties in the general construction industry without prior approval by Garco, which approval shall not be unreasonably withheld.
- c. If at any time the Foundation and City determine that Garco's activities reflect negatively on either entity's public image, or are in material conflict with their mission or values, the Foundation and City will have the right to terminate naming rights.
- d. Signage.
 - i. Unless otherwise stated herein, the City will maintain the signage at no additional costs to Garco. The Parties will mutually agree on signage, location, and lighting.
 - ii. The City shall use best efforts to ensure the permanent signage is not modified, covered or digitally manipulated in visual images without the prior written approval of Garco.

3. IN-KIND DONATION.

a. The Donor, in consideration of its interest in the Foundation's Campaign for Riverfront Spokane and in consideration of the benefits provided pursuant to this Agreement, hereby performed certain demolition and construction work (widening and adding egress paths; adding a fire hose standpipe to eliminate the need for a fire lane through the amphitheater) valued at \$130,000 which will be utilized by the Parks & Recreation Division for Riverfront Spokane and the stated purpose hereinafter set forth.

4. MARK AND GRAPHICS LOGO.

- a. Intellectual Property.
 - i. Garco grants the City the right to use its trademarks, trade names and service marks, including Garco's logo ("Garco Marks") solely in connection with the identification of the Elevated Experience. The City acknowledges that its use of the Garco Marks shall inure to the sole benefit of Garco and shall not create any right, title or interest in favor of the City. The City agrees to comply with Garco's guidelines as may be provided to the City from time to time concerning the use of Garco's Marks. Garco reserves the right to prohibit the use of Garco Marks, or to modify any material depicting Garco Marks, if in its sole judgment such use may be illegal, misleading or inappropriate.
 - ii. The City grants Garco the right to use the Elevated Experience names and images for marketing purposes in any media, subject to prior and timely review by the City. Such review is intended to help the accuracy and coordination of marketing

and public relations efforts between Garco and the City related to Elevated Experience.

- iii. The City grants Garco the right to use the City of Spokane Parks and Recreation logo, which is a registered mark with the Washington Secretary of State's office, solely in connection with the identification of the Elevated Experience. Garco acknowledges that its use of the City's logo shall inure to the sole benefit of the City and shall not create any right, title or interest in same in favor of Garco. Garco agrees to comply with the City's guidelines as may be provided to Garco from time to time concerning use of the City logo. The City reserves the right to prohibit the use of its logo, or to modify any materials depicting its logo, if in its sole judgment such use may be illegal, misleading or inappropriate.
- b. The parties agree that the City shall develop, at the City's expense, the Elevated Experience Sign, provided that the final design (including the name, type and placement, and interpretive sign of pavilion history) shall be subject to the approval of Garco.
- c. Each party shall provide a single point of contact for any approvals required under this Agreement ("Approval Coordinator") as named below:

For the City:	Jonathan Moog
•	Riverfront Spokane Director
	808 W Spokane Falls Blvd
	Spokane, WA 99201
	jmoog@spokanecity.org

For Garco: Clancy Welsh President Garco Construction, Inc. PO Box 2946 Spokane, WA 99220-2946 clancy@garco.com

5. MAINTENANCE OF ELEVATED EXPERIENCE, NON-DISCRIMINATION.

- a. The City shall maintain the Elevated Experience in good and safe condition.
- b. The City shall ensure that in no event shall usage of the Elevated Experience discriminate on the basis of sex, race, religion, national origin, sexual orientation, gender identity and gender expression, disability, and any protected classes enumerated in local, state, and or federal law.

6. INSURANCE REQUIREMENTS, RELEASES REQUIRED.

a. The City agrees to secure and maintain in force and effect throughout the term of the Agreement insurance coverages for all facilities and equipment located at the Elevated Experience consistent with that maintained by the City at all other municipal locations.

7. INDEMNITY.

a. To the extent permitted by law and up to the amount of its insurance coverage, the City agrees to indemnify, defend and hold harmless release Garco, its officers, employees, affiliates, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with (i) the negligent or reckless acts or omissions of the City, its employees, agents or representatives relating to the maintenance and operation of the Elevated Experience, or (ii) the City's breach of this Agreement.

- b. Garco agrees to indemnify, defend and hold harmless the City and its officers, employees, agents, successors and assigns from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with Garco's breach of this Agreement.
- c. Each party shall promptly notify the other party of any suit or threat of suit of which that party becomes aware which may give rise to a right of indemnification pursuant to this Agreement. The parties agree to cooperate in the settlement or defense of any such claim, demand, suit or proceeding.
- d. In the event of a breach or threatened breach of this Agreement by the other party, the non-breaching party shall be entitled, in addition to any other remedies available to it, to obtain relief by way of injunction or other equitable relief.
- e. The obligations of this SECTION 7 shall survive the expiration or termination of this Agreement.
- 8. **COMPLIANCE WITH LAWS.** In the course of their respective performance under this Agreement, both parties shall comply with all applicable federal, state and local laws and regulations, including, without limitation, laws and regulations pertaining to trademark and copyrights.
- 9. **NOTICE.** All notices required hereunder shall be sent by first class mail or electronic transmission, as appropriate, to the parties at the following addresses:

For the City:	Garrett Jones
	Director, Parks & Recreation
	808 W Spokane Falls Blvd
	Spokane, WA 99201
	gjones@spokanecity.org

With a copy to:

Jonathan Moog – jmoog@spokanecity.org Terri Fortner -Terri@spokaneparksfoundation.org

For Garco:	Clancy Welsh
	President
	Garco Construction, Inc.
	PO Box 2946
	Spokane, WA 99220-2946
	clancy@garco.com

With a copy to:

Janelle Brennan General Counsel Garco Construction, Inc. PO Box 2946 Spokane, WA 99220-2946 janelleb@garco.com

10. **WAIVER.** The failure of Garco or the City at any time to demand strict performance by the other of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either may at any time demand strict and complete performance by the other of said terms, covenants, and conditions.

11. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the state Washington, regardless of any conflicts-of-laws provisions or principles to the contrary; if any provision, term or condition of this Agreement is declared void or unenforceable, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect; this Agreement may be executed in two counterparts, which together shall be considered an original; and any terms not defined herein will have the meanings assigned to them in the Employment Agreement.

IN WITNESS WHEREOF, the parties have caused their authorized representative to execute this Agreement as of the date first above written.

GARCO CONSTRUCTION INC	SPOKANE PARKS FOUNDATION
By: [Full Legal Name of Donor]	By: Terri Fortner Executive Director
Signature/Position if Business	Signature
Signature	

Return to Minutes

Spokane Park Board Briefing Paper



Committee	Finance Cor	nmittee			
Committee meeting date	Aug. 10, 202				
Requester	Berry Ellison		Phone n	umber: 509-625	-6276
Type of agenda item	Consent	O Discussion	O Informa		Action
Type of contract/agreement	ÖNew (Renewal/extensior	n 💽 Amendmei	nt/change order	O Other
City Clerks file (OPR or policy #)	OPR 2020-0	285			
Item title : (Use exact language noted on the agenda)	LaRiviere Ind	c. Change Order #4/N	lorth Bank (\$273,7	92.23, tax inclus	ve)
Begin/end dates	Begins: 8/10)/2020 E	nds: 01/5/2021		Open ended
Background/history: Change Order #4 consists of 12 value-added improvements for the North Bank Playground Project. Two (2) Items are eligible for reimbursement by the EPA and two (2) are funded by project donors: Hooptown USA and the Parks Foundation.					
Motion wording: Move to approve LaRiviere Inc. North Bank Change Order #4 for \$273,792.23 (tax inclusive) from administrative reserve and non-bond funds.					
Approvals/signatures outside Parks: If so, who/what department, agency or co	• Yes September Yes	No Riviere Inc.			
Name: Matt James		ess: mattj@lariviere.	со	Phone: 208-68	3-2646
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:		Dlarnold@ matt@lariv	spokanecity.org spokanecity.org iere.co ord@hillintl.com		
Fiscal impact: Expenditure	Reven	Je			
Amount: \$227,743.82 (Redevelopment Bond)		Budget code: 3346 49577 940	00 56301 48118		
\$10,848.41 Hooptown USA		1950-54920-940	00-56301-99999		
\$35,000.00 Parks Foundation small shelt	er				
Vendor: ● Existing vendor Supporting documents: □ Quotes/solicitation (RFP, RFQ, RFB) ✓ Contractor is on the City's A&E Roster - City of Spokane □ W-9 (for new contractors/consultants/vendors ✓ UBI: 602-764-461 Business license expiration date: 7/31/2020 □ Insurance Certificate (min. \$1 million in General Liability)					

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. <u>04</u>

NAME OF CONTRACTOR: LaRiviere, Inc

PROJECT TITLE: North Bank Playground

PROJECT NUMBER: 5188-19

item 6. PCO 19 Shotcrete and structural loam at skate park	Ф	24,140.74
Item 7: PCO 20 IT and Security systems at M&O	\$	44,674.45
Item 8: PCO 23 Export impacted soils	\$	25,568.43
Item 9: PCO 24 T&M Remove Boulders	\$	1,737.70
Item 10: PCO 25 East entrance sign	\$	23,254.62
Item 11: PCO 26 Small shelter roof	\$	22,742.97
Item 12: PCO 27 Remove loose material	\$	186.06

TOTAL AMOUNT: \$ 273,792.23

CONTRACT SUM (INCLUDES SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 8,454,218.46
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 469,741.82
CURRENT CONTRACT AMOUNT	\$ 8,923,960.28
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 273,792.23
REVISED CONTRACT SUM	\$ 9,197,752.51

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	11/16/20
CURRENT COMPLETION DATE	01/05/21
REVISED COMPLETION DATE	NA
Contractor's Acceptance: 1774	Date: <u>8/6/20</u>

Contractor's Acceptance: 70714 .

City Approval:

Attest:

City Clerk

Date: _____

Pre-Approved as to form: James Richman, Assistant City Attorney

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Spokane Park Board Briefing Paper



r				
Committee	Finance Committee			
Committee meeting date	Aug. 10, 2020			
Requester	Berry Ellison Phone number: 509-625-6276			
Type of agenda item	Consent O Discussion O Information O Action			
Type of contract/agreement	O New O Renewal/extension O Amendment/change order O Other			
City Clerks file (OPR or policy #)	OPR 2016-1022			
Item title: (Use exact language noted on the agenda)	Riverfront Park redevelopment budget amendment #11			
Begin/end dates	Begins: 8/14/2020 Ends: 12/31/2021 Open ended			
 Background/history: The budget amendment is necessary to properly allocate funds to various other parks' capital projects. The proposed budget reallocations are based on actual costs-to-date, forecasts, commitments of the Master Plan, agreements with other departments and Park Board authorized additional expenditures. Specific Reallocations as follows: Reallocate \$285,000 from N Bank Project Contingency to N Bank Construction (for Skate Park). Reallocate \$250,000 Tree Mitigation Funds to N Suspension Bridge Reallocate \$67,000 from W HAV 5% Contingency to N Suspension Bridge Reallocate \$33,000 from N BANK 5% Contingency to N Suspension Bridge Reallocate \$65,000 from N BANK 5% Contingency to N Suspension Bridge Motion wording: Move to approve Riverfront Park redevelopment budget amendment #11 and unencumber park fund balance reserve. 				
If so, who/what department, agency or c Name:	Email address: Phone:			
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:	JLbrown@spokanecity.org dlarnold@spokanecity.org			
Fiscal impact: O Expenditure Amount:	Revenue Budget code:			
Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - City of Spokane UBI: Business license expiration date: W-9 (for new contractors/consultants/vendors ACH Forms (for new contractors/consultants/vendors UBI: Business license expiration date:				

Budget Update Overview Summary of Changes from May 2020 - July 2020

West Havermale/Promenades [Net Bond Change: Deduction of \$67,000)

• Deducted \$67,000 from 5% construction contingency to Program Level (N Suspension Bridge)

North Bank [Net Bond Change: Deduction of \$98,000)

- Deducted \$33,000 from N Bank 5% project contingency to Program Level (N Suspension Bridge)
- Deducted \$65,000 from N BANK Owner Management Reserve to Program Level (N Suspension Bridge)
- Reallocation of \$285,000 from N Bank 5% project contingency to N Bank Skate Park

Program Level Costs [Net Bond Change: Add of \$165,000)

- Added \$67,000 to Program Level (N Suspension Bridge) from N Bank 5% project contingency
- Added \$33,000 to Program Level (N Suspension Bridge) from N Bank 5% project contingency
- Added \$65,000 to Program Level (N Suspension Bridge) from N BANK Owner Management Reserve
- Reallocate \$250,000 to N Suspension Bridge from Tree Mitigation Funds
 - Note: Release of reallocated funds to the N Suspension Bridge shall not occur until it is determined that the Riverfront Park Redevelopment Bond projects have been considered complete.

Overall Bond Budget Net Change: \$0 Overall Non-Bond Budget Net Change: \$0

Note: This action will Release/Unencumber the remaining Park Fund Balance Reserve (for UTF Skate Park Relocation Project).

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Spokane Park Board Briefing Paper



Committee	Finance Commi	ittee			
Committee meeting date	Aug. 10, 2020				
Requester	Berry Ellison		Phone number: 50	9-625-6276	
Type of agenda item	O Consent	O Discussion	O Information	Action	
Type of contract/agreement	O New O R	enewal/extension	Amendment/change c	order 🔘 Other	
City Clerks file (OPR or policy #)	OPR 2016-0238	3			
Item title: (Use exact language noted on the agenda)	Riverfront tree n	nitigation resolution	amendment		
Begin/end dates	Begins: 8/13/20	20 End	s: 12/31/2024	Open ended	
Background/history:	<u> </u>				
March 2016 Parks enacted the Riverfront Tree mitigation resolution to replace trees removed during the redevelopment project. This amendment changes the funding source from Riverfront Redevelopment Bond to Parks Fund. The scope of work includes planting of trees as part of Parks' capital investment program over the next several years as needed to complete the tree mitigation requirements.					
Move to approve the Riverfront tree mitig					
Approvals/signatures outside Parks:	O Yes	No			
If so, who/what department, agency or c	• •				
Name:	Email address	:	Phone:		
Distribution:		JLbrown@sp	ookanecity.org		
Parks – Accounting		- ·	okanecity.org		
Parks – Pamela Clarke Requester: N Hamad		kkosanke@s	pokanecity.org		
Grant Management Department/Name:					
Fiscal impact: • Expenditure	() Revenue				
Amount:		Budget code:			
		0			
Vendor: (•) Existing vendor	O New vendo	or			
Supporting documents:	U New Venue				
Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C		ACH Forms	ew contractors/consultants/ve s (for new contractors/consulta Certificate (min, \$1 million in G	ants/vendors	

Resolution #OPR 2016-0238

<u>CITY OF SPOKANE</u> <u>PARK BOARD RESOLUTION</u> <u>An Amendment to the Riverfront Park Tree Mitigation Resolution</u>

WHEREAS, Riverfront Park was created from the grounds of Expo 74 and opened to the public as a City Park in 1978; and

WHEREAS, The Parks Division (Parks) is redeveloping Riverfront Park with a voter approved Bond and in that development trees will be impacted; and

WHEREAS, Parks has adopted a Riverfront tree mitigation in March of 2016, recorded at City Contract # OPR 2016-0238 ; and

WHEREAS, Parks with oversite from Urban Forestry wishes to amend the Tree mitigation resolution as follows;

- 1. Trees removed from Riverfront Park within the Riverfront Park shoreline boundary will be mitigated by planting new trees within the shoreline jurisdictions of Riverfront Park or other City owned properties. The ratio of trees mitigated will be two (2) new 2" caliper trees planted for every one (1) 4" or greater caliper tree removed.
- 2. Trees removed from Riverfront Park outside the shoreline boundary will be mitigated by planting new trees within Riverfront Park or other City of Spokane public property at the discretion of the Urban Forester. The ratio of trees to mitigate will be two (2) new 2" caliper trees planted for every one (1) 4" or greater caliper tree removed.
- 3. And having reached capacity in Riverfront Park for replacement tree plantings, the net balance of tree mitigation has been calculated using \$500.00 per tree and totals \$250,000.00. The Parks department shall establish a new project within the 6 year capital improvement program and shall use Park funds to implement all required plantings over a three (3) year period. All future tree plantings shall be planted on City of Spokane public property at the discretion of the Urban Forester and Landscape Architect, with first preference going to Park Property.

WHEREAS, the tree plantings, now a designated Capital project, will be planted by December 31st, 2024 with Urban Forestry managing the species, placement and planting schedule: Now, Therefore,

BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane approves the amended tree mitigation for Riverfront Park; and

BE IT FURTHER RESOLVED that the Park Board authorizes the agreement.

ADOPTED BY THE PARK BOARD ON _____

Park Board President

.

City Clerk

Approved as to form:

Assistant City Attorney

20-XXX

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Spokane Park Board Briefing Paper



Committee	Finance Committee	
Committee meeting date	Aug. 10, 2020	
Requester	Berry Ellison Phone number: 509-625-627	6
Type of agenda item	O Consent O Discussion O Information	Action
Type of contract/agreement	O New O Renewal/extension O Amendment/change order O	Other
City Clerks file (OPR or policy #)	OPR 2019-0251	
Item title: (Use exact language noted on the agenda)	SPVV Amendment #3/West Havermale (\$2,500 no tax)	
Begin/end dates	Begins: 8/10/2020 Ends: 01/5/2021 Open	ended
Playground. This is a non-bond funded expense, gifte Motion wording: Move to approve SPVV Amendment #3 f Approvals/signatures outside Parks: If so, who/what department, agency or c	for \$2,500 (no tax) from non-bond funds.	
Name: Anne Hanenberg	Email address: anne@spvv.com Phone: (509) 325-0	511
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:	JLbrown@spokanecity.org Dlarnold@spokanecity.org terri@spokaneparksfoundation.org kvan@spvv.com	
Fiscal impact: 💿 Expenditure	○ Revenue	
Amount: \$2,500.00 Parks Foundation	Budget code: 1950 54920 94000 56414 9999	
Vendor: ● Existing vendor Supporting documents: ✓ Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exc		



MEMORANDUM

To: City of Spokane Parks and Recreation Attn: Mr. Berry Ellison From: Anne M. Hanenburg Re: Additional Services Request W Havermale Island

Dear Berry,

Thank you for the allowing us to amend our original contract dated and approved by the Park Board on March 14, 2019. We appreciate the opportunity to prepare an Additional Services proposal for the West Havermale Island Playground Project Identity Signage, based on concepts provided by Providence included in your email attachment dated 7/22/2020.

We understand the scope of work includes design and engineering of the sign, based on those concepts, modifications to the planting and irrigation surrounding the sign for adequate foundation plantings, concrete footing and plinth, steel letters and associated support columns, all finishes, Owner review/comment and response, as well as construction administration.

Additional Services based on our standard hourly rates: **\$2,500.00** Representing approximately 18 hours of labor.

We look forward to delivering signage that reflects the playful, joy-filled identity of the playground and generosity of the donor! Please contact us if you have any questions or need additional information.

Thanks again for the opportunity, Berry!

Can Marburg

Anne M. Hanenburg, Principal

From:	<u>Ogden, Jennifer M.</u>
To:	<u>Clarke, Pamela</u>
Cc:	Dickson, Fianna; Jones, Garrett
Subject:	FW: JAC recommendation
Date:	Tuesday, August 11, 2020 2:00:24 PM

"The Beaver" by Saya Moriyasu was the JAC's recommendation for the second art piece in Riverfront Park; the criteria was a piece that would encourage public interaction, that would bring in work by an artist not currently in Spokane's public art collection, and a piece that would help make Riverfront Park a destination. Saya's approachable artworks have been adopted very favorably in other communities.

Due in large part to a high volume of emails received against the Beaver following an unfavorable KREM news report, the Parks Department opened up an online survey to solicit public feedback on the JAC's recommendation, and to provide information on the other three finalists. Then close on the heels of the JAC decision came the COVID shutdown, which completely changed the public's avenue for providing feedback in meetings that would otherwise have been in-person - the upcoming RFP and Park Board. While our meetings are open to the public online and by phone, technology does present some difficulties, so the survey proved a useful mechanism for feedback to the Park Board.

--Today's discussion item is to ask the JAC for their top two artist choices (they did not in fact rank all four finalists), and to ask them to contact the artist in second place to make sure that her proposal is also still a possibility. (That way we know whether or not we actually have two choices). We also are signaling today that the survey is complete; those results, as well as all emails received on this issue, will be forwarded to PB members for them to review in order to vote next month. This will come up as an action item at RFP in September, and then proceed to the full Park Board.

In recognition of the JAC's expertise, if the Beaver is not chosen, staff will ask Spokane Arts to contact Saya to help create an opportunity to place a beaver or small scale family of beavers in the Spokane Arts Collection in another location, perhaps along the Centennial Trail. Funding for this future piece would not be part of the bond dollars and is yet TBD.

Jennifer Ogden

City of Spokane - Parks & Recreation Natural Resources Financial Report

J	ul	ly	20	20	
-					

<u>July 2020</u>					t			Year	-to-	Date Con	nparison		
				2020							•		
			1	ADOPTED					20	19-2020	2019 YTD	2020 YTD	
	♪	DOPTED		BUDGET		2019		2020		YTD	% OF	% OF	
	BU	DGET 2020		Balance	Y Y	TD Actual	`	TD Actual	Di	fference	BUDGET	BUDGET	Change in %
Revenue:													
Program Revenue		91,000		55,013		14,348		35,987	\$	21,639	15.8%	39.5%	23.78%
Operating Transfers		66,000		-		66,000		66,000	\$	-	100.0%	100.0%	
TOTAL REVENUE:	\$	157,000	\$	55,013		80,348	\$	101,987	\$	21,639	51.2%	65.0%	13.78%
Expenditures:													
Salaries and Wages		526,791		284,887		230,433		241,904	\$	(11,470)	50.2%	45.9%	-4.25%
Personnel Benefits		187,267		100,169		82,645		87,098	\$	(4,454)	52.9%	46.5%	-6.42%
Supplies		30,550		27,828		7,294		2,722	\$	4,572	23.9%	8.9%	-14.97%
Services and Charges		207,355		173,524		77,595		33,831	\$	43,765	37.4%	16.3%	-21.11%
Interdepartment Svcs		23,800		23,800		z			\$	-			
Intergovernment Svcs		-		¥1		2		-	\$	×2			
Subtotal Op. Exp.	\$	975,763	\$	610,208		397,968	\$	365,555	\$	32,413	45.4%	37.5%	-7.91%
Transfers Out		2,641		2,641		-		-	\$:			
TOTAL EXPENDITURES:	\$	978,404	\$	612,849		397,968	\$	365,555	\$	32,413	45.2%	37.4%	-7.87%
Total Funding:	\$	(821,404)			\$	(317,620)	\$	(263,567)	\$	54,053			
(Rev. less Exp.)													

City of Spokane - Parks & Recreation Recreation Financial Report

<u>July 2020</u>

				rea	r-to	-Date Com	iparison		
		2020							
		ADOPTED			2	019-2020	2019 YTD	2020 YTD	
	ADOPTED	BUDGET	2019	2020		YTD	% OF	% OF	
	BUDGET 2020	Balance	YTD Actual	YTD Actual	0	Difference	BUDGET	BUDGET	Change in %
Revenue:)		
Program Revenue	1,377,716	1,181,269	597,881	196,447	\$	(401,434)	41.8%	14.3%	-27.50%
Operating Transfers	<u>~</u>	2	-	<i></i> ≌	\$	3 2 3			
TOTAL REVENUE:	\$ 1,377,716	\$ 1,181,269	597,881	\$ 196,447	\$	(401,434)	41.8%	14.3%	-27.50%
Expenditures:									
Salaries and Wages	1,581,773	1,120,971	924,661	460,802	\$	463,858	69.1%	29.1%	-39.94%
Personnel Benefits	324,160	163,730	193,754	160,430	\$	33,324	67.7%	49.5%	-18.25%
Supplies	258,960	199,010	191,382	59,950	\$	131,432	65.4%	23.2%	-42.21%
Services and Charges	1,316,952	870,063	654,411	446,889	\$	207,522	48.6%	33.9%	-14.69%
Capital Outlay			3,940						
Interdepartment Svcs	16,950	5,503	10,955	11,447	\$	(492)	64.6%	67.5%	2.90%
Intergovernment Svcs	5,200	4,475	2,101	725	\$	1,376	40.4%	13.9%	-26.46%
Subtotal Op. Exp.	\$ 3,503,995	\$ 2,363,752	1,981,203	\$ 1,140,243	\$	837,021	60.3%	32.5%	-27.76%
Transfers Out	12	ž.		-	\$				
TOTAL EXPENDITURES:	\$ 3,503,995	\$ 2,363,752	1,981,203	\$ 1,140,243	\$	840,961	60.0%	32.5%	-27.47%
Total Funding:	\$ (2,126,279)		\$ (1,383,323)	\$ (943,796)	\$	439,527			
(Rev. less Exp.)									

Year-to-Date Comparison

City of Spokane - Parks & Recreation Riverfront Park Financial Report July 2020

2019 2020				k			Year	·-to	-Date Com	parison		
	—		2020	:						-		
			ADOPTED	(2	019-2020	2019 YTD	2020 YTD	
	.	ADOPTED	BUDGET	3	2019		2020		YTD	% OF	% OF	
	BL	JDGET 2020	Balance	! `	YTD Actual	١	TD Actual	C	Difference	BUDGET	BUDGET	Change in %
Revenue:												
Program Revenue		4,186,300	3,668,339		1,846,632		517,961	\$	(1,328,671)	53.1%	12.4%	-40.77%
Operating Transfers		-	-		-		-	\$	-			
TOTAL REVENUE:	\$	4,186,300	\$ 3,668,339		1,846,632	\$	517,961	\$	(1,328,671)	53.1%	12.4%	-40.77%
Expenditures:												
Salaries and Wages		2,410,861	1,545,605		1,076,562		865,256	\$	211,305	54.0%	35.9%	-18.13%
Personnel Benefits		666,992	384,221		251,503		282,771	\$	(31,269)	41.1%	42.4%	1.34%
Supplies		691,400	624,604		227,310		66,796	\$	160,513	49.4%	9.7%	-39.74%
Services and Charges		730,540	519,435		334,390		211,105	\$	123,285	49.8%	28.9%	-20.93%
Interdepartment Svcs		20,000	20,000		208		(E	\$	208			
Intergovernment Svcs		33,400	31,206		16,063		2,194	\$	13,869	48.1%	6.6%	-41.52%
Subtotal Op. Exp.	\$	4,553,193	\$ 3,125,070		1,906,035	\$	1,428,123	\$	477,912	50.6%	31.4%	-19.19%
Transfers Out		242,531	223,371		118,515		19,160	\$	99,355	49.8%	7.9%	-41.87%
TOTAL EXPENDITURES:	\$	4,795,724	\$ 3,348,442		2,024,549	\$	1,447,282	\$	577,267	50.5%	30.2%	-20.33%
Total Funding:	\$	(609,424)		\$	(177,918)	\$	(929,321)	\$	(751,403)			
(Rev. less Exp.)												

City of Spokane - Parks & Recreation Park Operations Financial Report

<u>July 2020</u>

			Ĩ	Yea	r-to	-Date Con	nparison		
		2020	<u> </u>						
		ADOPTED	1		2	2019-2020	2019 YTD	2020 YTD	
	ADOPTED	BUDGET	2019	2020		YTD	% OF	% OF	
	BUDGET 2020) Balance	YTD Actual	YTD Actual	0	Difference	BUDGET	BUDGET	Change in %
Revenue:									
Program Revenue	200,430	133,142	2 60,960	67,288	\$	6,328	32.0%	33.6%	1.56%
Operating Transfers			-	-	\$				
TOTAL REVENUE:	\$ 200,430	\$ 133,142	2 60,960	\$ 67,288	\$	6,328	32.0%	33.6%	1.56%
Expenditures:									
Salaries and Wages	2,877,092	1,759,90	7 1,335,491	1,117,185	\$	218,306	50.6%	38.8%	-11.73%
Personnel Benefits	847,397	433,52	L 467,580	413,876	\$	53,704	54.8%	48.8%	-6.00%
Supplies	179,500	136,10	1 100,977	43,399	\$	57,578	56.3%	24.2%	-32.08%
Services and Charges	1,078,509	728,099	9 454,456	350,410	\$	104,046	41.9%	32.5%	-9.38%
Capital Outlay			16,137	-	\$	16,137			
Interdepartment Svcs	-	150			\$				
Intergovernment Svcs	2	-	-	1	\$				
Subtotal Op. Exp.	\$ 4,982,498	\$ 3,057,627	2,374,641	\$ 1,924,871	\$	449,769	49.9%	38.6%	-11.26%
Transfers Out	25,526	25,526	5 -	-	\$	-			
TOTAL EXPENDITURES:	\$ 5,008,024	\$ 3,083,153	3 2,374,641	\$ 1,924,871	\$	449,769	49.6%	38.4%	-11.19%
Total Funding:	\$ (4,807,594)	\$ (2,313,681) \$ (1,857,583)\$	456,098			
(Rev. less Exp.)									

City of Spokane - Parks & Recreation Administration Financial Report

July 2020

<u>Revenue:</u> Program Revenue	15,545,581	2020 ADOPTED BUDGET Balance 227,159	2019 YTD Actual 439,073	Y	2020 TD Actual	20	D-Date Com 19-2020 YTD Difference	2019 YTD % OF BUDGET	2020 YTD % OF BUDGET	Change in %
Program Revenue	BUDGET 2020 336,500 15,545,581	ADOPTED BUDGET Balance	YTD Actual 439,073	Y	TD Actual			% OF	% OF	Change in %
Program Revenue	BUDGET 2020 336,500 15,545,581	BUDGET Balance	YTD Actual 439,073	Y	TD Actual			% OF	% OF	Change in %
Program Revenue	BUDGET 2020 336,500 15,545,581	Balance	YTD Actual 439,073	Y	TD Actual					Change in %
Program Revenue	336,500 15,545,581		439,073	Y			Difference	BUDGET	BUDGET	Change in %
Program Revenue	15,545,581	227,159 -								
-	15,545,581	227,159 -								
		-			109,341	\$	(329,732)	65.0%	32.5%	-32.53%
Operating Transfers	¢ 15 000 004		8,828,799		9,394,890	\$	566,091	58.9%	60.4%	1.51%
TOTAL REVENUE:	\$ 15,882,081	\$ 6,377,850	9,267,872	\$	9,504,231	\$	236,359	59.2%	59.8%	0.66%
Expenditures:										
Salaries and Wages	2,402,347	1,233,645	1,168,766		1,168,702	\$	64	44.1%	48.6%	4.54%
Personnel Benefits	783,285	377,766	401,956		405,519	\$	(3,564)	49.5%	51.8%	2.25%
Supplies	170,800	135,440	59,625		35,360	\$	24,265	35.1%	20.7%	-14.41%
Services and Charges	616,577	356,772	959,292		259,805	\$	699,487	163.5%	42.1%	-121.34%
Interdepartment Svcs	2,428,653	1,273,573	1,274,451		1,155,080	\$	119,371	48.5%	47.6%	-0.94%
Intergovernment Svcs	4,200	3,707	1,068		493	\$	575	9.3%	11.7%	2.44%
Subtotal Op. Exp.	\$ 6,405,862	\$ 3,380,904	3,865,157	\$	3,024,958	\$	840,199	56.4%	47.2%	-9.15%
Transfers Out	69,306	64,958	26,897		4,348	\$	22,549	46.2%	6.3%	-39.94%
TOTAL EXPENDITURES:	\$ 6,475,168	\$ 3,445,862	3,892,054	\$	3,029,306	\$	862,748	56.3%	46.8%	-9.50%
Total Funding:	\$ 9,406,913		\$ 5,375,818	\$	6,474,924	\$	1,099,106			

(Rev. less Exp.)

City of Spokane - Parks & Recreation Capital Financial Report

July 2020

				Year	-to-Date Con	nparison		
		2020						
		ADOPTED			2019-2020	2019 YTD	2020 YTD	
	ADOPTED	BUDGET	2019	2020	YTD	% OF	% OF	
	BUDGET 2020	Balance	YTD Actual	YTD Actual	Difference	BUDGET	BUDGET	Change in %
Revenue:								
Grants Receivable	1,760,000	1,741,148	228,876	18,852	\$ (210,024)	15.2%	1.1%	-14.09%
Expenditures:								
Capital Outlay	2,625,000	2,293,559	648,451	331,441	\$ 317,010	15.3%	12.6%	-2.72%
capital Outlay	2,023,000	2,233,333	040,401	331,441	<i>ç</i> 317,010	10.070	12.0/0	2.7270

City of Spokane - Parks & Recreation Parks Fund -- 1400 Financial Report July 2020

			۲.	Year	-to-Date Com	parison		
		2020				1		
		ADOPTED				2019 YTD	2020 YTD	
	ADOPTED	BUDGET	2019	2020	2019-2020	% OF	% OF	Change in
	BUDGET 2020	Balance	YTD Actual	YTD Actual	YTD Difference	BUDGET	BUDGET	%
Operating Revenue:								
Program Revenue		5,457,071	2,958,894	927,024	\$ (2,031,870			-35.94%
Operating Transfers	15,611,581	6,150,691	8,894,799	9,460,890	\$ 566,091	53.7%	60.6%	6.86%
Total Operating Revenue:	\$ 21,995,676	\$ 11,607,762	11,853,693	\$ 10,387,914	\$ (1,465,779	52.9%	47.2%	-5.66%
Operating Expenses:								
Salaries and Wages	9,798,864	5,945,014	4,735,913	3,853,850	\$ 882,064	52.1%	39.3%	-12.82%
Personnel Benefits	2,809,101	1,459,406	1,397,437	1,349,695	\$ 47,742	51.4%	48.0%	-3.35%
Supplies	1,331,210	1,109,794	589,079	221,416	\$ 367,663	52.0%	16.6%	-35.37%
Services and Charges	3,959,933	2,657,775	2,473,412	1,302,158	\$ 1,171,254	63.3%	32.9%	-30.43%
Interdepartment Svcs	2,489,403	1,322,876	1,292,347	1,166,527	\$ 125,820	48.4%	46.9%	-1.57%
Intergovernment Svcs	42,800	39,389	19,231	3,411	\$ 15,820	38.4%	8.0%	-30.41%
Total Operating Expenses:	\$ 20,431,311	\$ 12,534,254	10,507,419	\$ 7,897,057	\$ 2,610,362	53.7%	38.7%	-15.07%
Net Op. Income (Loss):	\$ 1,564,365	\$ (926,492)	1,346,274	\$ 2,490,857	\$ 1,144,583	-0.8%	8.6%	9.41%
Other Financial Activity:								
Grants Revenue	1,760,000	1,741,148	228,876	18,852	\$ 210,024	15.2%	1.1%	-14.09%
Capital Outlay	(2,625,000)	(2,293,559)	(648,451)	(331,441)) \$ (317,010)	15.3%	12.6%	-2.72%
Transfers Out	(532,153)	(508,645)	(145,412)	(23,508)	\$ (121,904)	42.8%	4.4%	-38.35%
Total Other Activity:	\$ (1,397,153)	\$ (1,061,056)	(564,987)	\$ (336,097)	\$ (228,890)	18.5%	24.1%	5.56%
Total Funding:	\$ 167,212	\$ (1,987,548)	\$ 781,287	\$ 2,154,760	\$ 1,373,473			
(Rev. less Exp.)								

Beginning Fund Balance	\$ 924,865
5% Reserve Requirement	\$ (1,179,423)
Revenue Stabilization Reserve	\$ (100,000)
Other Program Reserves	\$ (285,397)
Beginning Reserves	\$ (639,955)
Non-Capital Encumbrances	\$ (669,023)
Net Revenue (Expense)	\$ 2,154,760
Add Back Revenue Stabil. Reserve	\$ 5
Ending Fund Balance Reserves	\$ 845,782

City of Spokane - Parks & Recreation Golf Fund -- 4600 Financial Report July 2020

<u>July 2020</u>				Year	-to-Date Com	parison		
		2020						
		ADOPTED				2019 YTD	2020 YTD	
	ADOPTED	BUDGET	2019	2020	2019-2020	% OF	% OF	Change in
	BUDGET 2020	Balance	YTD Actual	YTD Actual	YTD Difference	BUDGET	BUDGET	%
Revenue:								
Program Revenue	4,025,270		1,944,270	1,887,338	\$ (56,932)	51.1%	46.9%	-4.21%
Pre-Sale Revenue			130,199	154,705	\$ 24,506			
Pepsi Commissions					\$			
Facility Improvement Fee	-		374,248	377,538	\$ 3,290			
Other Transfers In	÷		-	131,652	\$ 131,652			
TOTAL REVENUE:	\$ 4,025,270	\$ (1,474,037)	2,448,717	\$ 2,551,233	\$ 102,516	64.4%	63.4%	-0.97%
Expenditures:								
Salaries and Wages	1,250,892	669,960	603,822	580,932	\$ 22,891	48.2%	46.4%	-1.78%
Personnel Benefits	323,259	120,216	202,269	203,043	\$ (774)	62.2%	62.8%	0.56%
Supplies	316,920	207,834	150,816	109,086	\$ 41,729	47.6%	34.4%	-13.17%
Services and Charges	999,405	654,683	334,804	344,722	\$ (9,918)	32.7%	34.5%	1.81%
Interdepartment Svcs	273,174	133,249	144,961	139,925	\$ 5,036	50.6%	51.2%	0.63%
Intergovernment Svcs	21,000	10,368	11,208	10,632	\$ 576	53.4%	50.6%	-2.74%
Subtotal Op. Exp.	\$ 3,184,650	\$ 1,796,309	1,447,881	\$ 1,388,341	\$ 59,540	44.9%	43.6%	-1.29%
Capital Outlay	295,000	294,540	99,779	460	\$ 99,319	39.9%	0.2%	-39.76%
Transfers Out	483,216	378,477	112,967	104,739	\$ 8,228	40.9%	21.7%	-19.26%
TOTAL EXPENDITURES:	\$ 3,962,866	\$ 2,469,326	1,660,627	\$ 1,493,540	\$ (167,087)	44.3%	37.7%	-6.57%
Total Funding: (Rev. less Exp.)	\$ 62,404		\$ 788,089	\$ 1,057,693	\$ 269,604			

Beginning Fund Balance	\$ 394,515
Less 7% Reserve Requirement	\$ (277,401)
Beginning 2019 Excess Reserves	\$ 117,114
2020 YTD Change in Cash	\$ 1,057,693
Encumbrances at Month End	
Facility Improvement Reserve	\$ (759,890)
2020 YTD Available Cash	\$ 414,917

Fund 1950 - Park and Recreation Capital Fund

January 1, 2020 through July 31, 2020

		1	BEGINNING					ENDING	C	DUTSTANDING	REMAINING
			BALANCE	REVENUES	EX	PENDITURES	F	UND BALANCE	Eľ	NCUMBRANCES	 BALANCE
Undesignated	General Purposes	\$	42,772.17	\$ 4,479.55	\$	21,153.37	\$	26,098.35	\$		\$ 26,098.35
Designated	Capital Replacement		692,205.90	138,006.61		36,028.48		794,184.03		114,525.59	679,658.44
	Sky Prairie/5-Mile		40,466.19			-		40,466.19			40,466.19
	CIP Projects		2,573,443.69	718,303.05		475,944.02		2,815,802.72		1,291,408.01	1,524,394.71
	Skyride		27,080.11			÷		27,080.11		19,772.94	7,307.17
Restricted	Reserved for Property Donations		45,583.80					45,583.80			45,583.80
	Conservation Futures		137,038.53	-		12,459.92		124,578.61		8,339.27	116,239.34
	Riverfront Conservation Futures Loan					5,555.37		(5,555.37)			(5,555.37)
		\$	3,558,590.39	\$ 860,789.21	\$	551,141.16	\$	3,868,238.44	\$	1,434,045.81	\$ 2,434,192.63

Capital Replacement

January 1, 2020 through July 31, 2020

BALANCE 1,135.26	REVENUES 24,566.40	EXPENDITURES	FUND BALANCE	ENCUMBRANCES	BALANCE
	24,566.40		25 701 66		
			25,701.66		25,701.66
375,128.57	113,440.21	ž	488,568.78	113,440.21	375,128.57
10,911.05		-	10,911.05		10,911.05
5,031.02			5,031.02	1,085.38	3,945.64
	-	ž			5 7 0
300,000.00		36,028.48	263,971.52		263,971.52
692,205.90	138,006.61	36,028.48	794,184.03	114,525.59	679,658.44
	5,031.02	10,911.05 - 5,031.02 - 300,000.00 -	10,911.05 5,031.02 300,000.00 - 36,028.48	10,911.05 5,031.02 300,000.00 36,028.48 263,971.52	10,911.05 - 10,911.05 5,031.02 - 5,031.02 1,085.38 300,000.00 - 36,028.48 263,971.52

Parks and Recreation 1950 CIP Projects January 1, 2020 through July 31, 2020

						TOTAL EXPENDED	
	2020 BEG.	CURRENT YEAR	CURRENT			AND COMMITTED	BUDGET
PROJECT	BUDGET	CONTRIBUTIONS	BUDGET	EXPENDED	ENCUMBERED	TO DATE	REMAINING
Turf Replacement	120,000.00	-	120,000.00	22	6	-20	120,000.00
Tennis Courts, USTA Private Grant	24,953.37	5	24,953.37		2,902.62	2,902.62	22,050.75
Rochester Heights, Trugreen Foundation	5,000.00	÷	5,000.00		्सः		5,000.00
Vietnam Veterans Memorial	25,000.00	4,000.00	29,000.00	2 - 2	5 2	220	29,000.00
Dutch Jake's Park	(3,109.71)	(i ŝ	(3,109.71)	•			(3,109.71)
Susie's Trail (18-30)	96,490.00		96,490.00	2,897.50	3,092.50	5,990.00	90,500.00
Mirror Pond, Friends of Manito	×			25,000.00	196	25,000.00	(25,000.00)
Misc (light pole replacement)	110.03		110.03	110.00		110.00	0.03
RFP Bond Projects							
W. Havermale Playground, Parks Foundation	400,000.00	500,000.00	900,000.00	377,179.29	23,294.28	400,473.57	499,526.43
North Bank Parking Lot, General Fund	500,000.00		500,000.00	64,722.54	438,471.50	503,194.04	(3,194.04)
North Bank stairs, Arterial Street Fund	400,000.00		400,000.00	(J2)	400,000.00	400,000.00	14
North Bank basketball court, Hooptown USA	5	122,303.05	122,303.05		366,909.15	366,909.15	(244,606.10)
North Bank Playscape, Ice Age Floods Institue	5,000.00		5,000.00				5,000.00
North Suspension Bridge, Arterial Street Fund	1,000,000.00		1,000,000.00	4,989.69		4,989.69	995,010.31
North Bank Shelter Roof		34,000.00	34,000.00			-	34,000.00
BC Pavilion, Tribal Center design, Innovia	5	10,000.00	10,000.00	1,045.00	8,955.00	10,000.00	
North Bank Roskelley Performance Boulder		48,000.00	48,000.00		47,782.96	47,782.96	217.04
	2,573,443.69	718,303.05	3,291,746.74	475,944.02	1,291,408.01	1,767,352.03	1,524,394.71

Riverfront Park Redevelopment Project

Budget Adopted June 2020

Riverfront Park Capital Redevelopment Bond

Geographical Projects Summary January 1, 2015 through July 31, 2020

Project Component	Budget	Expended as of Committed to July 31, 2020 Date		Total of YTD Expended and Committed			Expense Reimbursements		Budget alance to Date	
1. South Bank West (Rec. Rink, Rink/Skyride Facility)	\$ 10,412,530	10,412,530	\$	-	\$	10,412,530			\$	-
2. South Bank Central (Looff Carrousel)	\$ 11,744,579	\$ 11,744,579	\$		\$	11,744,579			\$	-
3. Howard Street South Channel Bridge	\$ 	\$ 	\$		\$				\$.
4. Promenades and West Havermale	\$ 8,674,192	\$ 7,111,828	\$	1,291,131	\$	8,402,959	\$	19,000	\$	290,233
5. U.S. Pavilion	\$ 22,196,654	\$ 22,183,865	\$	2,851	\$	22,186,716			\$	9,938
6. snx ^w meneo & Other Parks Capital Projects	\$ 201,742	\$ 201,742	\$	•	\$	201,742			\$	-2
7. North Bank	\$ 10,189,981	\$ 4,031,558	\$	6,018,149	\$	10,049,707	\$	99,168	\$	239,442
8. South Bank East	\$ 156,847	\$ 156,847	\$	-	\$	156,847			\$.
Program Level Owner Costs	\$ 4,818,767	\$ 4,204,679	\$	244,490	\$	4,449,169			\$	369,598
TOTAL	\$ 68,395,292	\$ 60,047,628	\$	7,556,621	\$	67,604,249	\$	118,168	\$	909,211

Riverfront Park Redevelopment Project Update

July 2020



Note: LTD Actual includes grant reimbursements

Comparison of Approved Bond Budget to Actual & Committed Expenditures July 2020



