



**Spokane Park Board
Finance Committee Minutes**
3 p.m. Tuesday, May 9, 2023
WebEx meeting
Rich Lentz – Parks Finance/Budget Director

Committee members

X Bob Anderson – Chair
X Greta Gilman
X Gerry Sperling
X Nick Sumner

**Additional Park Board
members**

Parks staff

Garrett Jones
Rich Lentz
Mark Poirier
Berry Ellison
Jonathan Moog
Jennifer Papich

Guests

Summary

- Jon Moog discussed the Riverfront Park – Zamboni Lease Proposal.
 - This item was passed unanimously and will be presented to Park Board as a consent agenda item.

- Berry Ellison discussed the Bacon Concrete, Inc./Wildhorse Park Playground Renovation Project (\$154,780 tax inclusive).
 - This item was passed unanimously and will be presented to Park Board as a consent agenda item.

- Rich Lentz presented the April Financials and reviewed each operating division.

The next regularly scheduled meeting is 3 p.m. June 6, 2023, at South Hill Events and via WebEx.

MINUTES

The meeting was called to order at 3:01 p.m. by committee chair Bob Anderson.

Action items:

1. [Riverfront Park – Zamboni Lease Proposal](#) – Jon Moog presented. Riverfront Park is recommending the replacement of their Olympia ice resurfacer. Although the Olympia model functions, periodic breakdowns have caused significant loss of revenue. More malfunctions occur as the machine continues to age. Additionally, the Olympia model was not made to accommodate an outdoor ice rink, thus it is far less effective. The consultant recommendation included two different models: the Sport Ice 240 and the Zamboni 450. Riverfront has chosen the Zamboni 450 due to features such as greater tank capacity, 2-year warranty and 18-month lead time. Other pivotal features were that the Zamboni was made to accommodate an outdoor rink and would not double labor costs. Riverfront would purchase the Zamboni and keep the Olympia model as a backup. Full cost of the Zamboni 450 is \$164,911.55, with an 18-month lead time. Riverfront would make 4 payments of \$8,024.78 a year on the 7-year lease.

Motion 1: Bob Anderson moved to approve the Riverfront Park – Zamboni Lease Proposal. Gerry Sperling seconded the motion. Motion passed unanimously (4-0 vote).

2. [Bacon Concrete, Inc. / Wildhorse Park Playground Renovation Project \(\\$154,780 tax inclusive\)](#) – Berry Ellison presented. Wildhorse Park is a neighborhood park with approximately 3 acres of open space and a small playground area. The existing playground has depreciated beyond repair and needs to be replaced entirely. Per existing code, all playgrounds must have a compliant ADA walkway to/from the right of way (sidewalk). Currently, there aren't any ADA walkways in Wildhorse Park. The project was solicited for bid on April 19th and bids were received on May 5th. After careful review of the bids received, the Parks dept recommends awarding the project to the apparent low responsive bidder.

Motion 2: Bob Anderson moved to approve the Bacon Concrete, Inc. / Wildhorse Park Playground Renovation Project (\$154,780 tax inclusive). Nick Sumner seconded the motion. Motion passed unanimously (4-0 vote).

Discussion items:

1. None

Standing report items:

1. [April Financials](#) – Rich Lentz presented the March Financials. 1) [Natural Resources](#) – Revenues are \$21,253 less than last year. Expenditures are \$9,460 less than last year. 2) [Recreation](#) – Revenues are \$40,218 less than last year. Expenditures are \$25,959 higher than last year. 3) [Riverfront](#) – Revenues are \$61,051 higher than last year. Expenditures are \$222,835 higher than last year. 4) [Park Operations](#) – Revenues are \$5,323 higher than last year. Expenditures are \$11,777 higher than last year. 5) [Admin](#) – Revenues are at \$53,425 higher than last year. Expenditures are \$900,140 less than last year. 6) [1400](#) – Total operating revenues are \$59,574 greater than last year.

Total operating expenses are \$447,107 higher than last year. YTD net revenues are about \$1.3 million. 7) Capital – Adopted budget balance for 2023 is \$1 million. Capital outlay expenditures are \$60,608 less than last year. 8) Golf – Revenues are \$21,995 less than last year. Expenditures are \$381,241 higher than last year. Facility Improvement Fee YTD revenues are \$130,833. YTD cash balance is about \$2.1 million. 9) 1950 – Mr. Lentz shared a spreadsheet which gave a brief overview of Fund 1950.

Adjournment: The meeting adjourned at 3:40 p.m.

The next regularly scheduled meeting is 3 p.m. June 6, 2023, at South Hill Events and via WebEx.

Spokane Park Board

Briefing Paper



Committee	Finance			Committee meeting date: 5/9/2023
Requester	Jonathan Moog		Phone number: 509-625-6243	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input checked="" type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	Second Tier	
Item title: (Use exact language noted on the agenda)	Riverfront Park – Zamboni Lease Proposal			
Begin/end dates	Begins: 05/19/2023	Ends: 11/30/2031	<input type="checkbox"/> 06/01/2525	
Background/history:				
<p>Riverfront Park owns and operates a 2012 Olympia Millennium ice resurfer to maintain the Ice at the Numerica Skate Ribbon. Over the last couple years the Olympia has incurred several mechanical issues decreasing its reliability and causing the ribbon to close periodically. Riverfront does not have a back-up machine and depends on availability of local partners to continue operations. Revenue loss from closing ranges from \$4,100 to \$10,500 per day. The Olympia is also designed for an indoor flat ice rink and not an efficient machine for operating in snow or with elevation changes. In 2018, an Ice rink management consultant recommended the Zamboni 400 series. This proposal is for a 7-year lease of a lithium ion powered Zamboni 450. Financing will be arranged NCL Government Capital and the equipment will be procured through Kendrick Equipment. Both agencies are members of the Sourcewell purchasing cooperative. Expected quarterly payments are \$8024.78 and amount financed is \$164,911.55. The Olympia will be retained as a back-up unit for operations.</p>				
Motion wording:				
Approve lease of Zamboni 450 through NCL Government Capital				
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No				
If so, who/what department, agency or company:				
Name:		Email address:		Phone:
Distribution:				
Parks – Accounting				
Parks – Sarah Deatrich				
Requester:				
Grant Management Department/Name:				
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue				
Amount: \$32,099.12		Budget code: 1400-30210-76103-54501		
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor				
Supporting documents:				
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI:	Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)

Numerica Skate Ribbon at Riverfront Spokane

ATTN:

Jason Conely

Jonathan Moog

Spokane City Parks & Recreation

Phone: +1 (509)625-6211

Email: jkconley@spokanecity.org



PROPOSAL

“The principal product you have to sell is the ice itself.”

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder’s commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 450 LITHIUM-ION:

Lithium-ion batteries power a proven and rugged workhorse for unbeatable electric-powered performance. Charge time is generally equivalent to work time. Plug in between resurfacings and you’re back at work on the ice. Truly emission-free, the sealed battery package requires no maintenance. Microprocessor controlled smart chargers optimize cell balancing and charging for longer battery life. Our hydrostatic transmission and efficient accessory pump deliver full power to the augers, even while the machine slows for corners. A compact wheelbase enhances maneuverability and allows a tighter turning radius. The 400 Series defines ease of operation and is well-regarded for its strong work ethic.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing equipment facilitates savings of time and valuable resources.

QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are available online.

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Brantford, Ontario by Zamboni Company Ltd., a Canadian company.

WARRANTY:

Twenty Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at www.zamboni.com to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-450

zamboni.com/options

Zamboni 450 Lithium-ion **\$ 126,800.00**

Includes Lithium-ion Battery

LED Headlights & Tail Light, Conditioner Poly Side Plate,
Guide Wheel, Parking Brake

3 Phase Charger

ADDITIONAL EQUIPMENT:

Automatic Snow Breaker Included

Integrated Auger Washout System Included

Back Up Alarm Included

Board Brush Included

Electronic Water Level Sight Gauge Included

Galvanized Conditioner Included

Stainless Steel Water Distribution Pipe Included

Tire Wash System Included

Wash Water System Included

Snow Tank Light Included

Heated Seat Included

Blade Changing Assistant Included

(1) ZAMBONI MODEL 450 \$ 126,800.00

OPTIONAL EQUIPMENT \$ 24,495.00

TRANSPORTATION \$ TBD

SUBTOTAL \$ 151,295.00

SALES TAX (9%) \$ 13,616.55

NET TOTAL \$ 164,911.55

SOURCEWELL

MEMBER INFO: CITY, SPOKANE, WA ID# 33592

ZAMBONI: CONTRACT #120320-FZC

F.O.B:

Brantford, Ontario, Canada

TERMS:

Balance due upon start of manufacture.

Shipment late 2024, or sooner. Pricing firm for 30 days.

Pricing does not include any applicable sales tax or freight.

THANK YOU:



Monday, April 28, 2023

Jonathan Norell,
Regional Sales Representative

Date

Kendrick Equipment
PO Box 28973
Bellingham, WA 98228



LESSEE:

LESSOR:

Lease Servicing Center, Inc. dba NCL Government Capital

EQUIPMENT:

EQUIPMENT COST:

DOWN PAYMENT / TRADE-IN:

AMOUNT FINANCED:

FUNDING DATE:

DEFERRAL DAYS:

FIRST PAYMENT DUE:

TERM:

Years

BALLOON PAYMENT:

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#011620-NCL **NCL's Sourcewell Contract # is 011620-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at . Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

ACCEPTANCE

ACCEPTED: _____ DATE: _____
NAME: _____ TITLE: _____
PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

Spokane Park Board

Briefing Paper



Committee	Finance		Committee meeting date: May 9, 2023
Requester	Berry Ellison		Phone number: 509.625.6276
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj. 1	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Bacon Concrete, Inc. / Wildhorse Park playground renovation project (154,780.00 tax inclusive)		
Begin/end dates	Begins: 05/11/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>Wildhorse Park is a neighborhood park with approximately 3 acres of open space and a small playground area. The existing playground has depreciated beyond repair and needs to be replaced entirely. Per existing code, all playgrounds must have a compliant ADA walkway to/from the right of way (sidewalk). Currently, there aren't any ADA walkways in Wildhorse Park.</p> <p>The project was solicited for bid on April 19th and bids were received on May 5th. After careful review of the bids received, the Parks dept recommends awarding the project to the apparent low responsive bidder.</p>			
Motion wording:			
Move to approve Bacon Concrete, Inc. for construction of Wildhorse Park playground renovation project in the amount of \$154,780.00 (tax inclusive).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Bacon Concrete, Inc			
Name: Greg Bacon		Email address: greg@baconconcrete.com	Phone: 509 924-3900
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich		mmurray@spokanecity.org;	
Requester: Berry Ellison		cstrong@spokanecity.org	
Grant Management Department/Name:		avorderbrueggen@spokanecity.org	
		tprince@spokanecity.org	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$154,780.00 (tax inclusive)		1425-88153-94760-56414-97248 (ARPA Funds)	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input checked="" type="checkbox"/> UBI: 601398658 Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Bid Response Summary

Bid Number IPWQ 5880-23
Bid Title Wildhorse Park Walkway Improvements
Due Date Friday, May 5, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Bacon Concrete, Inc.
Submitted By Greg Bacon - Thursday, May 4, 2023 10:44:47 AM [(UTC-08:00) Pacific Time (US & Canada)]
 greg@baconconcrete.com (509) 924-3900

Comments

Question Responses

Group	Reference Number	Question	Response
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by Friday, May 5, 2023 at 3:00 pm.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree
	6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree

8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
11. BUSINESS REGISTRATION REQUIREMENT	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 business registration. The Vendor 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 Vendor 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.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	

12. FEDERAL FUNDING	This project is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document. See Attachment A..	I acknowledge and I agree
SECTION II. GENERAL REQUIREMENTS		
1. SCOPE OF WORK	Base Bid Scope of Work Work includes but is not limited to: 1. Site Protection: Supply and install temporary construction fencing, Stormwater BMPs, traffic control, and other protective measures. 2. Demolition: Removal of existing playground and surfacing. Removal of existing turf in locations planned for new improvements. 3. Site Preparation: Excavation and subgrade preparation for playground and sidewalks. 4. Earthwork: Grade and shape earth in and around proposed sidewalk and playground; Compaction & material testing. 5. Tree Removal (1 total) and Tree Protection. 6. Landscape restoration including irrigation repair and turf sod to cover all areas disturbed by this work. 7. Benches: Supply and install two (2) Park Benches. 8. Dog Waste Station: Supply and install two (2) Dog Waste Stations.	I acknowledge and agree
a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	As soon as awarded
2. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed and completed by the end of September, 2023	I acknowledge and agree
3. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree

4. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
7. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
8. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
9. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
10. INSURANCE	During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree

10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
10. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
10. INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
10. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
10. INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge and agree

<p>11. PERFORMANCE BONDS</p>	<p>The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.</p>	<p>I acknowledge and agree</p>
<p>12. FEDERAL & STATE PREVAILING WAGE REQUIREMENTS</p>	<p>The scope of work for this project is governed under Washington State prevailing wage rules under RCW 39.12 and Federal Davis-Bacon rules as defined in the attachments.</p>	<p>I acknowledge and I agree</p>
<p>13. RETAINAGE</p>	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	<p>I acknowledge and I agree</p>
<p>13. RETAINAGE</p>	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	<p>I acknowledge and I agree</p>

13. RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
14. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	Wildhorse Subcontractor List.pdf
15. GRANT REQUIREMENTS	Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms & Conditions document accompanying this IPWQ.	I acknowledge and I agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BACONCI072L9
CONTRACTOR RESPONSIBILITY	U.B.I. Number	601398658
CONTRACTOR RESPONSIBILITY	U.E.I. Number (get from Sam.gov - (used to be DUNS #)	144250198
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	760832005
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	601398658
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12011451BUS

CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&P's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	2 addenda
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Bacon Concrete Inc 16510 N Brannon Ln Spokane, WA 99208 509-998-9251
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	
DOCUMENTS		

1.	Print, sign and upload the Certifications, Assurances and Beneficial Interest Disclosure Form that is located in the Documents area	Wildhorse Certifications.pdf
2.	Print, sign and upload the ARPA Debarment Certificate that is located in the Documents area.	Wildhorse Debarment Cert.pdf
3.	Print, sign and upload the ARPA General Terms & Conditions that is located in the Documents area.	Wildhorse Terms & Conditions.pdf
3.	Print, sign and upload the Attachment B - ARP-CLFRF CFDA 21.027 Funding Document that is located in the Documents area.	Wildhorse Certifications.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Project Scope as spelt out in bid	Base	ea	1.00	\$142,000.00	\$142,000.00	One hundred, Forty Two thousand dollars
	#2	Sales Tax 9.0%	Base	ea	1.00	\$12,780.00	\$12,780.00	Twelve Thousand Seven Hundred Eighty dollars
Total Base Bid		\$154,780.00						

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115→232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION



Signature, Administrator, or Applicant Agency



Date



print name and title

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: 

Title: *President*

Date: *9-4-23*

General Terms & Conditions

1. 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 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material 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 Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by 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. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

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

6. 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, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 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 Firm 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 Firm.

10. BUSINESS REGISTRATION REQUIREMENT

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 currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

12. 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.

13. DISPUTES

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

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

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

- 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 contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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 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. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

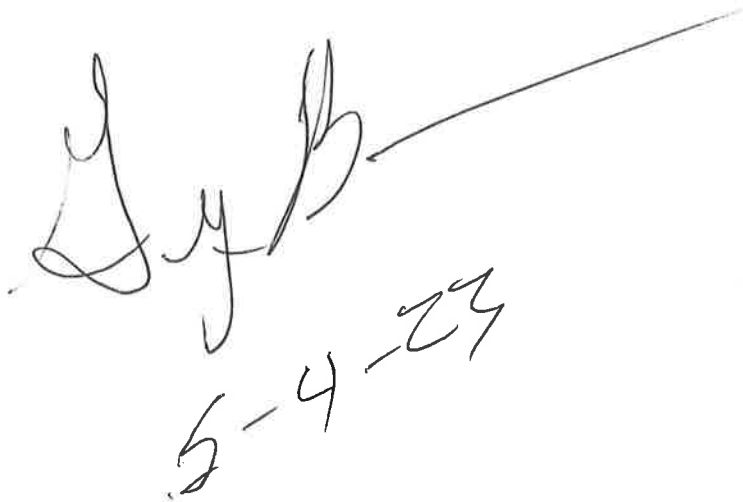
Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



A handwritten signature, possibly reading 'D. J. B.', is written in black ink. A long horizontal line extends from the right side of the signature across the page. Below the signature, the date '5-4-23' is handwritten.

SUBCONTRACTOR LIST

PROJECT NAME: Wildhorse Park walkway Improvement

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER Plant Health Care Services

TYPE OF WORK/BID ITEM Tree Protection

AMOUNT \$10,000

CONTRACTOR'S REGISTRATION NO. PHCS PPH 866KNCS

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

1 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Natural Resources - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 91,000	\$ 62,383	\$ 3,652	\$ 9,389	\$ 5,737	\$ 49,870	\$ 28,617	\$ (21,253)	54.80%	31.45%	-23.35%
Operating Transfers	\$ 66,000	\$ -			\$ -	\$ 66,000	\$ 66,000	\$ -	100.00%	100.00%	
Total Revenue	\$ 157,000	\$ 62,383	\$ 3,652	\$ 9,389	\$ 5,737	\$ 115,870	\$ 94,617	\$ (21,253)	73.80%	60.27%	-13.54%
Expenditures											
Salaries and Wages	\$ 649,181	\$ 472,889	\$ 46,174	\$ 46,608	\$ (434)	\$ 175,763	\$ 176,291	\$ (529)	31.00%	31.09%	0.09%
Personnel Benefits	\$ 203,753	\$ 138,276	\$ 16,269	\$ 16,871	\$ (602)	\$ 63,399	\$ 65,477	\$ (2,079)	31.59%	32.63%	1.04%
Supplies	\$ 35,600	\$ 31,194	\$ 10,536	\$ 1,465	\$ 9,072	\$ 14,499	\$ 4,406	\$ 10,093	47.46%	14.42%	-33.04%
Services and Charges	\$ 217,384	\$ 164,995	\$ 7,770	\$ 32,477	\$ (24,707)	\$ 59,980	\$ 52,389	\$ 7,591	27.67%	24.16%	-3.50%
Interfund Payments	\$ 23,000	\$ 17,383		\$ 1,737	\$ (1,737)		\$ 5,617	\$ (5,617)		22.17%	22.17%
Subtotal Op. Expense	\$ 1,128,918	\$ 824,737	\$ 80,749	\$ 99,158	\$ (18,409)	\$ 313,640	\$ 304,180	\$ 9,460	30.15%	26.94%	-3.20%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenditures	\$ 1,128,918	\$ 824,737	\$ 80,749	\$ 99,158	\$ (18,409)	\$ 313,640	\$ 304,180	\$ 9,460	30.15%	26.94%	-3.20%
Net Gain/(Loss)	\$ (971,918)		\$ (77,097)	\$ (89,769)	\$ (12,672)	\$ (197,770)	\$ (209,563)	\$ (11,793)			

Recreation - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 1,549,500	\$ 1,246,283	\$ 155,168	\$ 87,876	\$ (67,292)	\$ 343,435	\$ 303,217	\$ (40,218)	23.78%	19.57%	-4.21%
Total Revenue	\$ 1,549,500	\$ 1,246,283	\$ 155,168	\$ 87,876	\$ (67,292)	343,435	\$ 303,217	\$ (40,218)	23.78%	19.57%	-4.21%
Expenditures											
Salaries and Wages	\$ 1,912,817	\$ 1,592,838	\$ 120,669	\$ 98,863	\$ 21,806	\$ 319,281	\$ 319,979	\$ (698)	18.88%	16.73%	-2.15%
Personnel Benefits	\$ 315,006	\$ 214,291	\$ 31,431	\$ 29,397	\$ 2,034	\$ 100,611	\$ 100,715	\$ (104)	25.34%	31.97%	6.63%
Supplies	\$ 296,350	\$ 205,907	\$ 19,533	\$ 45,451	\$ (25,918)	\$ 52,738	\$ 90,443	\$ (37,705)	19.66%	30.52%	10.86%
Services and Charges	\$ 1,271,737	\$ 1,023,128	\$ 63,003	\$ 81,610	\$ (18,607)	\$ 249,709	\$ 248,609	\$ 1,100	19.95%	19.55%	-0.40%
Interfund Payments	\$ 16,950	\$ 16,950	\$ 11,447		\$ 11,447	\$ 11,447		\$ 11,447	67.5%		-67.54%
Subtotal Op. Expense	\$ 3,812,860	\$ 3,053,115	\$ 246,083	\$ 255,322	\$ (9,238)	733,786	\$ 759,745	\$ (25,959)	20.24%	19.93%	-0.31%
Transfers Out	-	-	-	-	\$ -	-	-	\$ -			
Total Expenditures	\$ 3,812,860	\$ 3,053,115	\$ 246,083	\$ 255,322	\$ (9,238)	733,786	\$ 759,745	\$ (25,959)	20.24%	19.93%	-0.31%
Net Gain/(Loss)	\$ (2,263,360)		\$ (90,915)	\$ (167,446)	\$ (76,531)	\$ (390,351)	\$ (456,528)	\$ (66,177)			

Riverfront Park - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 3,766,354	\$ 3,030,196	\$ 210,660	\$ 280,420	\$ 69,761	\$ 675,107	\$ 736,158	\$ 61,051	18.25%	19.55%	1.30%
Total Revenue	\$ 3,766,354	\$ 3,030,196	\$ 210,660	\$ 280,420	\$ 69,761	\$ 675,107	\$ 736,158	\$ 61,051	18.25%	19.55%	1.30%
Expenditures											
Salaries and Wages	\$ 2,627,590	\$ 2,010,652	\$ 125,806	\$ 162,452	\$ (36,646)	\$ 473,455	\$ 616,938	\$ (143,482)	21.18%	23.48%	2.30%
Personnel Benefits	\$ 618,472	\$ 430,070	\$ 38,254	\$ 47,809	\$ (9,555)	\$ 148,770	\$ 188,403	\$ (39,633)	21.35%	30.46%	9.11%
Supplies	\$ 446,000	\$ 354,123	\$ 43,729	\$ 49,300	\$ (5,571)	\$ 80,374	\$ 91,877	\$ (11,504)	17.89%	20.60%	2.71%
Services and Charges	\$ 1,043,526	\$ 804,551	\$ 45,813	\$ 65,114	\$ (19,302)	\$ 210,759	\$ 238,975	\$ (28,216)	23.34%	22.90%	-0.43%
Interfund Payments	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -			\$ -			
Subtotal Op. Expense	\$ 4,755,588	\$ 3,619,395	\$ 253,602	\$ 324,675	\$ (71,073)	\$ 913,357	\$ 1,136,193	\$ (222,835)	21.22%	23.89%	2.68%
Transfers Out	\$ 237,027	\$ 237,027			\$ -			\$ -			
Total Expenditures	\$ 4,992,615	\$ 3,856,422	\$ 253,602	\$ 324,675	\$ (71,073)	\$ 913,357	\$ 1,136,193	\$ (222,835)	20.11%	22.76%	2.65%
Net Gain/(Loss)	\$ (1,226,261)		\$ (42,942)	\$ (44,255)	\$ (1,313)	\$ (238,250)	\$ (400,035)	\$ (161,785)			

Park Operations - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 200,430	\$ 185,519	\$ 5,287	\$ 3,446	\$ (1,841)	\$ 9,588	\$ 14,911	\$ 5,323	4.78%	7.44%	2.66%
Total Revenue	\$ 200,430	\$ 185,519	\$ 5,287	\$ 3,446	\$ (1,841)	\$ 9,588	\$ 14,911	\$ 5,323	4.78%	7.44%	2.66%
Expenditures											
Salaries and Wages	\$ 3,127,092	\$ 2,551,469	\$ 171,361	\$ 187,801	\$ (16,439)	\$ 543,122	\$ 575,623	\$ (32,501)	18.97%	18.41%	-0.56%
Personnel Benefits	\$ 813,050	\$ 599,605	\$ 55,325	\$ 62,246	\$ (6,921)	\$ 207,991	\$ 213,445	\$ (5,455)	22.78%	26.25%	3.48%
Supplies	\$ 190,800	\$ 133,750	\$ 68,646	\$ 37,199	\$ 31,447	\$ 98,827	\$ 57,050	\$ 41,777	55.06%	29.90%	-25.16%
Services and Charges	\$ 1,176,006	\$ 947,968	\$ 84,430	\$ 74,882	\$ 9,548	\$ 212,402	\$ 228,038	\$ (15,636)	18.22%	19.39%	1.17%
Interfund Payments	\$ -	\$ -	\$ 37	\$ -	\$ 37	\$ 37	\$ -	\$ 37			
Subtotal Op. Expense	\$ 5,306,948	\$ 4,232,792	\$ 379,799	\$ 362,127	\$ 17,671	\$ 1,062,379	\$ 1,074,156	\$ (11,777)	20.74%	20.24%	-0.50%
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Expenditures	\$ 5,306,948	\$ 4,232,792	\$ 379,799	\$ 362,127	\$ 17,671	\$ 1,062,379	\$ 1,074,156	\$ (11,777)	19.85%	20.24%	0.39%
Net Gain/(Loss)	\$ (5,106,518)		\$ (374,512)	\$ (358,681)	\$ 15,831	\$ (1,052,791)	\$ (1,059,245)	\$ (6,454)			

Administration - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 139,500	\$ 45,822	\$ 1,355	\$ 309	\$ (1,047)	\$ 576,958	\$ 93,679	\$ (483,279)	413.59%	67.15%	-346.44%
Operating Transfers	\$ 17,486,439	\$ 11,767,727	\$ 1,295,502	\$ 1,307,524	\$ 12,022	\$ 5,182,008	\$ 5,718,712	\$ 536,704	29.93%	32.70%	2.78%
Total Revenue	\$ 17,625,939	\$ 11,813,549	\$ 1,296,857	\$ 1,307,833	\$ 10,975	\$ 5,758,966	\$ 5,812,390	\$ 53,425	32.99%	32.98%	-0.02%
Expenditures											
Salaries and Wages	\$ 2,626,636	\$ 1,900,656	\$ 166,031	\$ 206,465	\$ (40,435)	\$ 625,101	\$ 725,980	\$ (100,879)	26.80%	27.64%	0.84%
Personnel Benefits	\$ 830,421	\$ 589,426	\$ 59,997	\$ 63,452	\$ (3,454)	\$ 233,628	\$ 240,995	\$ (7,367)	27.94%	29.02%	1.08%
Supplies	\$ 168,800	\$ 154,027	\$ 16,149	\$ 10,741	\$ 5,408	\$ 38,941	\$ 14,773	\$ 24,168	22.80%	8.75%	-14.05%
Services and Charges	\$ 880,859	\$ 574,827	\$ 39,414	\$ 99,882	\$ (60,468)	\$ 230,177	\$ 306,032	\$ (75,855)	33.19%	34.74%	1.55%
Interfund Services	\$ 2,851,791	\$ 2,081,787	\$ 110,160	\$ 112,575	\$ (2,415)	\$ 719,468	\$ 770,004	\$ (50,535)	27.42%	27.00%	-0.42%
Subtotal Op. Expense	\$ 7,358,507	\$ 5,300,724	\$ 391,751	\$ 493,115	\$ (101,364)	\$ 1,847,316	\$ 2,057,783	\$ (210,467)	27.75%	27.96%	0.21%
Transfers Out/Capital Outlay	\$ 803,795	\$ 545,544	\$ 1,313,217	\$ 250,000	\$ 1,063,217	\$ 1,368,859	\$ 258,251	\$ 1,110,608	2544.68%	32.13%	-2512.55%
Total Expenditures	\$ 8,162,302	\$ 5,846,268	\$ 1,704,969	\$ 743,115	\$ 961,853	\$ 3,216,174	\$ 2,316,034	\$ 900,140	47.93%	28.37%	-19.55%
Net Gain/(Loss)	\$ 9,463,637		\$ (408,111)	\$ 564,717	\$ (972,829)	\$ 2,542,791	\$ 3,496,357	\$ 953,566			

Parks Fund - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Operating Revenue											
Program Revenue	\$ 5,746,784	\$ 4,568,957	\$ 376,122	\$ 382,685	\$ 6,563	\$ 1,654,957	\$ 1,177,827	\$ (477,130)	29.69%	20.50%	-9.19%
Operating Transfers	\$ 17,552,439	\$ 11,767,727	\$ 1,295,502	\$ 1,307,524	\$ 12,022	\$ 5,248,008	\$ 5,784,712	\$ 536,704	30.19%	32.96%	2.77%
Grant Revenue	\$ 10,000	\$ -	\$ -			\$ -	\$ -				
Total Operating Revenue	\$ 23,309,223	\$ 16,346,684	\$ 1,671,624	\$ 1,690,209	\$ 18,585	\$ 6,902,965	\$ 6,962,539	\$ 59,574	30.1%	29.9%	-0.19%
Operating Expenses											
Salaries and Wages	\$ 10,943,316	\$ 8,528,505	\$ 630,041	\$ 702,189	\$ (72,148)	\$ 2,136,722	\$ 2,414,810	\$ (278,089)	22.05%	22.07%	0.01%
Personnel Benefits	\$ 2,780,702	\$ 1,971,666	\$ 201,276	\$ 219,774	\$ (18,498)	\$ 754,399	\$ 809,036	\$ (54,637)	24.78%	29.09%	4.31%
Supplies	\$ 1,137,550	\$ 879,001	\$ 158,593	\$ 144,156	\$ 14,437	\$ 299,851	\$ 258,549	\$ 41,302	27.30%	22.73%	-4.57%
Services and Charges	\$ 4,599,512	\$ 3,525,470	\$ 240,430	\$ 353,966	\$ (113,536)	\$ 963,026	\$ 1,074,042	\$ (111,016)	22.71%	23.35%	0.64%
Interfund Payments	\$ 2,911,741	\$ 2,136,121	\$ 121,644	\$ 114,312	\$ 7,332	\$ 730,953	\$ 775,620	\$ (44,668)	27.21%	26.64%	-0.57%
Total Operating Expenses	\$ 22,372,820	\$ 17,040,763	\$ 1,351,984	\$ 1,534,397	\$ (182,414)	\$ 4,884,950	\$ 5,332,057	\$ (447,107)	23.53%	23.83%	0.30%
Net Operating Income (Loss)	\$ 936,403	\$ (694,079)	\$ 319,640	\$ 155,812	\$ (163,828)	\$ 2,018,015	\$ 1,630,482	\$ (387,533)	6.52%	6.04%	-0.49%
Other Financial Activity											
Capital Outlay	\$ -	\$ (8,251)	\$ 13,217	\$ -	\$ 13,217	\$ 68,859	\$ 8,251	\$ 60,608	6.89%	N/A	N/A
Transfers Out	\$ 1,040,822	\$ 790,822	\$ 1,300,000	\$ 250,000	\$ 1,050,000	\$ 1,300,000	\$ 250,000	\$ 1,050,000	249.60%	24.02%	-225.59%
Budget Reserve	\$ 150,000										
Total Other Activity	\$ 1,190,822	\$ 782,571	\$ 1,313,217	\$ 250,000	\$ 1,063,217	\$ 1,368,859	\$ 258,251	\$ 1,110,608	72.01%	21.69%	-50.33%
Total Expenditures	\$ 23,563,642		\$ 2,665,201	\$ 1,784,397	\$ 880,804	\$ 6,253,809	\$ 5,590,308	\$ 663,501	27.60%	23.72%	-3.87%
Net Gain/(Loss)	\$ (254,419)		\$ (993,577)	\$ (94,188)	\$ 899,389	\$ 649,156	\$ 1,372,231	\$ 723,075			

Beginning Fund Balance	\$ 3,624,391
5% Reserve Requirement	\$ (1,228,182)
Revenue Stabilization Reserve	\$ (400,000)
Reserve for Special Projects	\$ (264,254)
Beginning Reserves	\$ 1,731,955
YTD Net Revenue (Expense)	\$ 1,372,231
Ending Fund Balance	\$ 3,104,186

Grants and Capital - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Grants Revenue	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -		\$ -	\$ -			
Expenditures											
Capital Outlay	\$ 1,000,000	\$ 991,749	\$ 13,217	\$ -	\$ 13,217	\$ 68,859	\$ 8,251	\$ 60,608	6.9%	0.8%	-6.06%

Golf Fund - April 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 YTD Difference	2022 YTD % Of Budget	2023 YTD % Of Budget	YOY % Change
Revenue											
Program Revenue	\$ 4,300,901	\$ 3,553,114	\$ 411,117	\$ 571,560	\$ 160,442	\$ 755,373	\$ 747,787	\$ (7,586)	19.34%	17.39%	-1.96%
Pre-Sale Revenue		\$ (174,793)	\$ -		\$ -	179,426	174,793	\$ (4,633)			
Facility Improvement Fee	\$ -		\$ 74,731	\$ 97,672	\$ 22,941	\$ 140,609	\$ 130,833	\$ (9,776)			
Other Transfers-In	\$ -	\$ -			\$ -						
Total Revenue	\$ 4,300,901	\$ (3,247,488)	\$ 485,849	\$ 669,232	\$ 183,383	\$ 1,075,408	\$ 1,053,413	\$ (21,995)	27.54%	24.49%	-3.05%
Expenditures											
Salaries and Wages	\$ 1,791,522	\$ 1,133,671	\$ 102,771	\$ 95,196	\$ 7,574	\$ 271,973	\$ 287,406	\$ (15,433)	19.14%	20.22%	1.09%
Personnel Benefits	\$ 323,037	\$ 253,023	\$ 36,976	\$ 30,498	\$ 6,478	\$ 109,110	\$ 107,704	\$ 1,405	30.25%	29.86%	-0.39%
Supplies	\$ 410,750	\$ 285,342	\$ 59,607	\$ 37,811	\$ 21,797	\$ 95,476	\$ 59,678	\$ 35,797	27.67%	17.30%	-10.38%
Services and Charges	\$ 1,053,068	\$ 894,737	\$ 45,445	\$ 52,853	\$ (7,408)	\$ 127,272	\$ 117,439	\$ 9,833	12.57%	11.60%	-0.97%
Interfund Payments	\$ 297,677	\$ 183,043	\$ 13,227	\$ 12,468	\$ 759	\$ 75,741	\$ 84,544	\$ (8,803)	28.31%	31.59%	3.29%
Subtotal Op. Expense	\$ 3,876,054	\$ 3,219,282	\$ 258,026	\$ 228,826	\$ 29,200	\$ 679,571	\$ 656,772	\$ 22,799	19.95%	16.94%	-3.00%
Capital Outlay	\$ 410,000	\$ 5,959		\$ 149,241	\$ (149,241)		\$ 404,041	\$ (404,041)		98.55%	98.55%
Transfers Out		\$ -									
Total Expenditures	\$ 4,286,054	\$ 3,225,241	\$ 258,026	\$ 378,066	\$ (120,041)	\$ 679,571	\$ 1,060,813	\$ 381,241	17.43%	24.75%	7.32%
Net Gain/(Loss)	\$ 14,847		\$ 227,823	\$ 291,166	\$ 63,343	\$ 395,837	\$ (7,399)	\$ (403,236)			

* Beginning Fund Balance	\$ 316,004
Less 7% Reserve	\$ (300,024)
Beginning Year Reserves	\$ 15,980
YTD Change in Cash	\$ (7,399)
YTD Available Cash	\$ 8,581

* 2023 Beginning Fund Balance does not include the FIF reserve of \$2,004,790

Facility Improvement Fee - April 2023





	2022 April Actual	2023 April Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 Monthly Difference
Revenue	74,731	97,672	\$ 22,941	140,609	130,833	\$ (9,776)
Debt Service Expense			\$ -			\$ -

Beginning Fund Balance	\$ 2,004,790
YTD Revenues	\$ 130,833
YTD Debt Service Payments	\$ -
YTD Cash Balance	\$ 2,135,623

Capital Reserves and CIP - Fund 1950

January 1, 2023 - April 30, 2023

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
Undesignated	General Operating	\$ 25,977	\$ 19	\$ 3,936	\$ 22,061		\$ 22,061
Designated	Capital and Other Designated Reserves	\$ 1,020,913	\$ 200	\$ 26,613	\$ 994,500	\$ 166,405	\$ 828,096
	CIP Projects	\$ 2,048,834	\$ 596,695	\$ 120,123	\$ 2,525,405	\$ 2,708,736	\$ (183,331)
Restricted	Reserved for Property Donations	\$ 29,651	\$ -		\$ 29,651		\$ 29,651
	Riverfront Conservation Futures Loan	\$ 170,129	\$ -	\$ -	\$ 170,129		\$ 170,129
	2021 Windstorm Damage Recovery	\$ 394,300	\$ -	\$ -	\$ 394,300	\$ 394,000	\$ 300
Total		\$ 3,689,805	\$ 596,913	\$ 150,672	\$ 4,136,046	\$ 3,269,140	\$ 866,905

		January 1, 2023 - April 30, 2023					
		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
	Specialized Fleet	\$ 381,096	\$ -	\$ -	\$ 381,096	\$ 77,933	\$ 303,163
	Capital Equipment Maintenance	\$ 267,627	\$ -	\$ -	\$ 267,627	\$ 14,059	\$ 253,569
	Undefined Parks Capital Reserve	\$ 50,000	\$ -	\$ -	\$ 50,000		\$ 50,000
	Sky Prairie/5-Mile	\$ 40,466	\$ 200	\$ -	\$ 40,666	\$ -	\$ 40,666
	RFP Capital Reserve	\$ 6,328	\$ 1,815	\$ 8,143	\$ -		\$ -
	Recreation Capital Reserve	\$ 64,039	\$ 12,000	\$ -	\$ 76,039	\$ 46,402	\$ 29,638
	Ops Capital Reserve	\$ 83,242	\$ -	\$ 8,464	\$ 74,778	\$ 28,011	\$ 46,767
	"Coca-Cola" Reserve						
	Riverfront Park	\$ 37,735	\$ (1,815)	\$ -	\$ 35,920		\$ 35,920
	Golf	\$ 28,380	\$ -	\$ 10,006	\$ 18,374		\$ 18,374
	Aquatics	\$ 12,000	\$ (12,000)	\$ -	\$ -		\$ -
	Youth & Senior Center Capital replacement	\$ 50,000	\$ -	\$ -	\$ 50,000		\$ 50,000
Total		\$ 1,020,913	\$ 200	\$ 26,613	\$ 994,500	\$ 166,405	\$ 828,096



Active CIP Projects - Fund 1950

PROJECT	2023 BEGINNING BUDGET	CURRENT YEAR CONTRIBUTIONS	CURRENT BUDGET	EXPENDED	ENCUMBERED	TOTAL EXPENDED AND COMMITTED TO DATE	BUDGET REMAINING
Turf Replacement	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Theme Stream design	\$ (6,450)		\$ (6,450)	\$ -	\$ -	\$ -	\$ (6,450.00)
Audubon Park	\$ 5,000		\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000.00
Audubon Park Rock Scramble, Roskelley Foundation		\$ 2,035	\$ 2,035	\$ -		\$ -	\$ 2,034.50
Tennis Courts, USTA Private Grant	\$ 23,412		\$ 23,412	\$ -	\$ -	\$ -	\$ 23,412.30
Vietnam Veterans Memorial	\$ 14,000		\$ 14,000	\$ -		\$ -	\$ 14,000.12
King Cole Commemoration Project	\$ -		\$ -	\$ -		\$ -	\$ -
Dutch Jake's Park	\$ 6,890		\$ 6,890	\$ -	\$ -	\$ -	\$ 6,890.29
Susie's Trail (18-30)	\$ 93,593		\$ 93,593	\$ -	\$ 3,093	\$ 3,093	\$ 90,500.00
Liberty Park Improvements, Library Fund	\$ 223,146	\$ 84,594	\$ 307,740	\$ 28,053	\$ 260,092	\$ 288,144	\$ 19,595.75
North Suspension Bridge, Arterial Street Fund	\$ 91,230		\$ 91,230	\$ -	\$ 91,230	\$ 91,230	\$ -
South Suspension Bridge	\$ 20,249		\$ 20,249	\$ 19,547	\$ 2,104,057	\$ 2,123,604	\$ (2,103,354.58)
2022 ARPA Deferred Capital Projects	\$ 750,000	\$ (44,934)	\$ 705,066	\$ 1,425	\$ 40,719	\$ 42,144	\$ 662,921.07
Make Beacon Hill Public, Phase 2, County		\$ 305,000	\$ 305,000	\$ -		\$ -	\$ 305,000.00
Peaceful Valley Neighborhood			\$ -	\$ -		\$ -	\$ -
Franklin Park Irrigation			\$ -	\$ 49,035	\$ 16,547	\$ 65,582	\$ (65,581.84)
Ops Playground Replacements (Wildhorse)			\$ -	\$ 5,795	\$ 10,096	\$ 15,891	\$ (15,890.85)
Public Works funded Water Conservation projects	\$ 486,117		\$ 486,117	\$ -	\$ -	\$ -	\$ 486,116.66
W. Havermale Playground, Parks Foundation	\$ 3,244		\$ 3,244	\$ -	\$ -	\$ -	\$ 3,244.32
North Bank stairs, Arterial Street Fund	\$ 1,157		\$ 1,157	\$ -	\$ -	\$ -	\$ 1,157.00
BC Pavilion, Tribal Center design, Innovia	\$ 8,955		\$ 8,955	\$ -		\$ -	\$ 8,955.00
Stepwell Handrails, Spokane Arts	\$ (1,250)		\$ (1,250)	\$ -	\$ 3,750	\$ 3,750	\$ (5,000.00)
Don Kardong Bridge	\$ 278,856		\$ 278,856	\$ 16,269	\$ 170,967	\$ 187,236	\$ 91,619.92
City-Wide Dog Park	\$ 440		\$ 440	\$ -	\$ 500	\$ 500	\$ (60.04)
6-year CIP Capital Projects	\$ 42,559	\$ 250,000	\$ 292,559	\$ -		\$ -	\$ 292,559.13
Net Deficit from PY projects	\$ 7,686		\$ 7,686	\$ -	\$ 7,686	\$ 7,686	\$ -
Total	\$ 2,048,834	\$ 596,695	\$ 2,645,528	\$ 120,123	\$ 2,708,736	\$ 2,828,859	\$ (183,331)

Non-Capital and Maintenance Reserves - Fund 1400

	January 1, 2023 - March 31, 2023					
	Beginning Balance	Revenues	Expenditures	Ending Cash/Fund Balance	Outstanding Encumbrances	Remaining Balance
Conservation Futures	\$ 125,844	\$ -	\$ 3,332	\$ 122,511	\$ 19,088	\$ 103,424
General- T-shirt, poster, calendar sales	\$ 12,407	\$ -	\$ -	\$ 12,407		\$ 12,407
Herbicide Pilot, City Council	\$ 2,500	\$ -	\$ -	\$ 2,500		\$ 2,500
Recreation Equipment rental	\$ 26,873	\$ 1,509	\$ 11,192	\$ 17,191		\$ 17,191
Corbin Art Center maintenance reserve		\$ 915	\$ -	\$ 915		\$ 915
Hooptown Court maintenance	\$ 4,331	\$ -	\$ -	\$ 4,331		\$ 4,331
Palisades Land Maintenance, Rimrock	\$ 43,974	\$ -	\$ -	\$ 43,974		\$ 43,974
Cannon Hill tree repairs	\$ 7,000	\$ -	\$ -	\$ 7,000		\$ 7,000
Community Engagement, Spokane Indians	\$ 4,460	\$ -	\$ -	\$ 4,460		\$ 4,460
Computer and Software	\$ 75,702	\$ -	\$ 7,650	\$ 68,052		\$ 68,052
Total		\$ 2,425	\$ 22,174	\$ 283,342	\$ 19,088	\$ 264,254