



**Spokane Park Board  
Finance Committee Minutes**

3 p.m. Tuesday, July 11, 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**

Jennifer Ogden

**Guests**

Mary Maramatsu  
Chris Wright

**Parks staff**

Garrett Jones  
Rich Lentz  
Jason Conley  
Megan Dyson  
Berry Ellison  
Nick Hamad  
Jennifer Papich  
Al Vorderbrueggen  
Carl Strong  
Mark Poirier  
Fianna Dickson

**Summary**

- The following items were presented by Berry Ellison. Each passed unanimously and will be moved to consent agenda:
  - Spilker Contracting Inc., Change Order 01/Liberty Park Playground and Restroom Renovation (\$59,281 plus tax)
  - KPFF Consulting Engineers Amendment 1/Riverfront Park South Suspension Bridge Construction Engineering Support (T&M NTE \$15,196)
  - Garco Construction, Inc., Change Order #1/Riverfront Park South Suspension Bridge Renovation Construction (\$25,501 plus applicable taxes)
- Riverfront Park Zamboni Spokane Investment Pool (SIP) Loan Resolution (\$159,295 plus applicable taxes)
  - Passed unanimously and will presented to Park Board as a consent agenda item.
- 2024 Budget Schedule and Budget Priorities were discussed by Rich Lentz and Jason Conley

- The Park Rules discussion item was presented by Mary Maramatsu and Jason Conley.
- The June Financials were presented by Rich Lentz, who reviewed each operating division.

The next regularly scheduled meeting is 3 p.m. August 8, 2023, at The South Hill Library and via WebEx.

## MINUTES

The meeting was called to order at 3:00 p.m. by committee chair Bob Anderson.

### Action items:

1. [Spilker Contracting Inc., Change Order 01/Liberty Park Playground and Restroom Renovation \(\\$59,281 plus tax\)](#) – Berry Ellison presented. Change Order #1 consists of ten (10) value added improvements to the contract scope of work. Added items consist of dumpster enclosure modifications as required by the dept of planning & development; unforeseen items such as vandalized and broken/rotting frame members at the existing shade shelter; additional paint at the restroom; replacement of existing drinking fountain; replacement of a small section of curb & gutter; additional imported soil to soften and contour landscape into existing grades; and the addition of eighteen (18) concrete tee pads for the park's disc golf course. After considering available contingency funds and schedule, the scope and cost was determined feasible and within the 10% project contingency.

**Motion 1:** Bob Anderson moved to approve the Spilker Contracting Inc., Change Order 01/Liberty Park Playground and Restroom Renovation (\$59,281 plus tax).

Gerry Sperling seconded the motion.

Motion passed unanimously (4-0 vote).

2. [KPFF Consulting Engineers Amendment 1/Riverfront Park South Suspension Bridge Construction Engineering Support \(T&M NTE \\$15,196\)](#) – Berry Ellison presented. Amendment 1 with KPFF engineers adds design and construction support for renovation of the Riverfront Park South Suspension Bridge. This amendment includes engineering and construction support services to repair/replace the Vault #1 Corbel due to unforeseen deterioration. See attached consultant proposal for full description of work. This amendment is proposed to be billed on a 'time and materials' basis not to exceed the total cost listed.

**Motion 2:** Bob Anderson moved to approve the KPFF Consulting Engineers Amendment 1/Riverfront Park South Suspension Bridge Construction Engineering Support (T&M NTE \$15,196).

Greta Gilman seconded the motion.

Motion passed unanimously (4-0 vote).

3. [Garco Construction Inc., Change Order #1/Riverfront Park South Suspension Bridge Renovation Construction \(\\$25,501 plus applicable taxes\)](#) – Berry Ellison presented. Change Order #1 consists of two changes to the contract scope of work. Item 1 is to re-route power for existing light fixtures on the Howard St Promenade. This work is necessary to maintain illumination while electrical service is disconnected on Snx Mene Island. Item 2 is to place an additional inspection and work platform at the south abutment. This work is necessary for engineers and contractors to assess, engineer, and remove & replace the corbel. Note: the poor condition of the corbel was discovered after removal of the bridge decking and is considered an unforeseen condition. After considering available contingency funds, the scope and cost was determined feasible and within the project contingency.

**Motion 3:** Bob Anderson moved to approve the Garco Construction Inc., Change Order #1/Riverfront Park South Suspension Bridge Renovation Construction (\$25,501 plus applicable taxes).

Nick Sumner seconded the motion.

Motion passed unanimously (4-0 vote).

4. [Riverfront Park Zamboni Spokane Investment Pool \(SIP\) Loan Resolution \(\\$159,295 plus applicable taxes\)](#) – Rich Lentz presented. Riverfront Park owns and operates a 2012 Olympia Millennium ice resurfacers. In May 2023, Park Board approved purchase of a Zamboni 450 with the financing option through NCL Government Capital. At recommendation of Finance Department, Parks and Recreation Department is requested to pursue the Spokane Investment Pool (SIP) rather than private financing. The attached resolution requests City Council to approve funding from the SIP. Park Board approval of this resolution also authorizes Parks to place a temporary encumbrance on the Park Reserve Fund until SIP funds are drawn in order to submit a purchase order to Zamboni and retain Park's manufacturing time slot. Requested funding includes Zamboni 450 with freight, and applicable taxes and loan fees.

**Motion 4:** Bob Anderson moved to approve the Riverfront Park Zamboni Spokane Investment Pool (SIP) Loan Resolution (\$159,295 plus applicable taxes).

Gerry Sperling seconded the motion.

Motion passed unanimously (4-0 vote).

5. [2024 Budget Calendar and Budget Priorities](#) – Rich Lentz and Jason Conley presented. The proposed timeline for the 2024 Parks and Recreation budget was informally discussed at both the May and June Park Board meetings. The documentation lining out the timeline along with the division budget priorities were formally presented at the June Finance Committee. The goal of the budget calendar is to provide awareness to ensure all committees have adequate time to prepare their 2024 budgets, while the goal of the budget priorities is to ensure the focused efforts for 2024 are in alignment with the goals of the Park Board and in alignment with the Parks and Recreation Master Plan. 2024 Budget Assumptions included the following:

- Approximate General Fund growth of 8%.
- Salaries and wages, benefits, services, and charges will increase (5%-10%).
- Review fund balance for one-time capital investments.
- Continue the core service budgeting model.
- Balance growing staffing costs (temporary/full-time) with programming and operational priorities.
- Continued investments in capital improvements that add efficiencies, access, and value across our community.
- Continued investments in partnerships and collaborations with local businesses, organizations, volunteers, sponsors, and donors.

Operating divisions, each with their own priority plans, were reviewed and included: Administration, Marketing/Communications, Golf, Operations, Riverfront and Recreation.

**Motion 5:** Bob Anderson moved to approve the 2024 Budget Calendar and Budget Priorities.

Greta Gilman seconded the motion.

Motion passed unanimously (4-0 vote).

**Discussion items:**

1. Park Rules – Mary Maramatsu presented. Due to an increased number of incidents in City Parks during overnight hours when Parks are closed to the public, and often involving large gatherings with drug and alcohol use and violent crimes, this proposed action creates a misdemeanor offense for subject failing to comply with the postings. Currently, the sanction for violation of park hours is a non-traffic civil infraction. Some concerns were raised as to whether the enforcement of the proposed rule would punish the public for using Park grounds for walking or jogging in the morning, outside of official operating hours. Some were concerned about the interpretation and enforcement of the rules by the police. Most agreed that the noise ordinance currently in place is sound and well warranted. It was stated that only Park Board has jurisdiction over Park rules. Parks is currently working to draft a resolution to be presented to Park Board as an action item.

**Standing report items:**

1. June Financials – Rich Lentz presented the June Financials. 1) Natural Resources – Revenues are about \$12,000 less than last year, with expenditures at about \$23,000 more than last year. This is due to an increase in wages, brought on by three pay periods for June. 2) Recreation – Revenues are at about \$388,000, a \$150,000 increase over last year. Offsetting line items are expenses, the majority of these were wages. Total revenues were about 50% of what was budgeted, and total expenditures were about 41%. 3) Riverfront – Revenues are about \$120,000 more than last year. Salaries and wages have increased expenditures, but increased activity is projected to bring balance to the budget as the year progresses. 4) Park Ops – YTD net gain/loss is about \$5.1 million. Increased wages in the month of June have contributed to this. 5) 1400 – Total operating revenue is about \$890,000 more than last year. YTD difference is about \$1.1 million. Boost in the general fund used for pay periods has offset the increase in wages for the month. 6) Golf – Minus the Facility Improvement Fee, revenues are about \$800,000. Despite the lack of increase from the general fund, there was still a net gain of about \$290,000. Capital outlay is about \$421,000. 7) Facility Improvement Fee – First payment of \$309,000 was made in June. Next payment is due in December. YTD revenues are about \$411,000. 8) Capital – CIP fund has shown improvement. Remaining balance is about \$1.3 million. 9) 1950 – Mr. Lentz shared a spreadsheet which gave a brief overview of Fund 1950.

**Adjournment:** The meeting adjourned at 4:47 p.m.

The next regularly scheduled meeting is 3 p.m. August 8, 2023, at The South Hill Library and via WebEx.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		<b>Committee meeting date:</b> July 11, 2023
<b>Requester</b>	Berry Ellison		<b>Phone number:</b> 509.625.6276
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	2023-0369		
<b>Master Plan Goal, Objective, Strategy</b> <a href="#">(Click HERE for link to adopted plan)</a>		<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Spilker Contracting, Inc., Change Order #1 / Liberty Park Playground & Restroom Renovation Project (\$59,281.00, plus applicable taxes)		
<b>Begin/end dates</b>	Begins: 05/01/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2025
<b>Background/history:</b>			
<p>Change Order #1 consists of ten (10) value added improvements to the contract scope of work. Added items consist of dumpster enclosure modifications as required by the dept of planning &amp; development; unforeseen items such as vandalized and broken/rotting frame members at the existing shade shelter; additional paint at the restroom; replacement of existing drinking fountain; replacement of a small section of curb &amp; gutter; additional imported soil to soften and contour landscape into existing grades; and the addition of eighteen (18) concrete tee pads for the park's disc golf course.</p> <p>After considering available contingency funds and schedule, the scope and cost was determined feasible and within the 10% project contingency.</p>			
<b>Motion wording:</b>			
Move to approve Spilker Contracting change order #1 for the Liberty Park Playground & Restroom Renovation Project in the amount of \$59,281.00 plus applicable taxes from Park Capital Funds.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spilker Contracting			
Name: Jon Spilker                                  Email address: jon@spilkercontracting.com                                  Phone: 509 638-9351			
<b>Distribution:</b>			
Parks – Accounting                                  nhamad@spokanecity.org			
Parks – Sarah Deatrich			
Requester: Berry Ellison			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:    Budget code:			
\$59,281.00 (plus applicable tax)                                  1950-54920-94000-56301-48063			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)			
<input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane			
<input checked="" type="checkbox"/> UBI: 604-501-999    Business license expiration date: 8/31/23			
<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)			
<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)			
<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**CITY OF SPOKANE**  
**PARKS AND RECREATION**  
  
**CONTRACT AMENDMENT 1**  
  
Title: **LIBERTY PARK PLAYGROUND AND RESTROOM RENOVATION PROJECT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **SPILKER CONTRACTING**, whose address is 9902 East Peone Landing Lane, Mead, Washington 99021, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Liberty Park Playground and Restroom Renovation; and

WHEREAS, due to unforeseen conditions, additional work is required, thus the original Contract needs to be formally amended this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 23, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 9, 2023 and shall run through December 31, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY-NINE THOUSAND TWO HUNDRED EIGHTY-ONE AND NO/100 DOLLARS (\$59,281.00)**, plus applicable sales tax, in accordance with Change Order 1, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**SPIPKER CONTRACTING,**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**  
Change Order 1

23-135



**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: Spilker Contracting

PROJECT TITLE: Liberty Park Playground & Restroom Renovation Project

CITY CLERK CONTRACT NUMBER: 2023-0369

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<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
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PCO 01 - Conformed (Permit) Set Changes.....	\$ 17,135.00
PCO 02 - Shelter: Replace Burnt (Vandalized) Decking.....	\$ 407.00
PCO 03 - Restroom: Add Interior Paint.....	\$ 2,200.00
PCO 04 - Shelter: Replace Beam.....	\$ 8,589.00
PCO 05 - Restroom: Fixture Changes.....	\$ (1,200.00)
PCO 06 - Restrom: Remove and Replace Drinking Fountain.....	\$ 3,800.00
PCO 07 - Dumpster: CMU Wall Changes.....	\$ (750.00)
PCO 08 - Site: Add Concrete T-Pads.....	\$ 25,000.00
PCO 09 - Site: Add Curb at Parking Lot.....	\$ 400.00
PCO 10 - Site: Add Soil at Main Entry.....	\$ 3,700.00

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**TOTAL AMOUNT: \$59,281.00**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 375,729.87
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 375,729.87
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 59,281.00
<b>REVISED CONTRACT SUM</b>	<b>\$ 435,010.87</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	08/25/2023
CURRENT COMPLETION DATE	08/25/2023
<b>REVISED COMPLETION DATE</b>	N/A

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

Approved as to form: \_\_\_\_\_ Assistant City Attorney









**PCO# 4 Shelter replace beam**

SECTION	DESCRIPTION	UNIT	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL SUBS	TOTAL
	Demo, excavation and backfill		1			2350	0	0	0	0
	Shoring		1	47	350		47	350	0	397
	Compaction by budinger		1			892.75	0	0	892.75	892.75
	Footing material/conc		1		825		0	825	0	825
	Footing labor		10	53.36			533.6	0	0	533.6
	Stem wall material/conc		1	0	975		0	975	0	975
	Stem wall labor		12	53.36			640.32	0	0	640.32
	Replace 4 rows of decking		1		210	230	0	210	230	440
							0	0	0	0
						SUBTOTAL	1220.92	2360	3472.75	7053.67
						BUR/RATE	0.36	0.015	0.015	
						BURDEN	439.5312	35.4	52.09125	527.02245
							1660.4512	2395.4	3524.84125	7580.69245
								SUP/MED	0	0
										7580.69245
								BOND	0.03	227.4207735
										7808.113224
								SpilkerO/H &P	0.1	780.81
										8,589
								TAX	0.09	773.00
									<b>Total</b>	<b>\$9,362</b>







**PCO#7 Dumpster CMU Wall changes**

SECTION	DESCRIPTION	UNIT	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL SUBS	TOTAL
							0	0	0	0
							0	0	0	0
	CMU Wall changes	ls	1			-717	0	0	-717	-717
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
						SUBTOTAL	0	0	-717	-717
						BUR/RATE	0.36	0.015	0.015	
						BURDEN	0	0	-10.755	-10.755
							0	0	-727.755	-727.755
								SUP/MED	0	0
										-727.755
								BOND	0.03	-21.83265
										-749.58765
								SpilkerO/H &P	0	-
										(750)
								TAX	0.09	(67.46)
									<b>Total</b>	<b>(\$817)</b>





PCO# 8 Disc golf tee boxes

SECTION	DESCRIPTION	UNIT	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL SUBS	TOTAL
	Supervision		1				0	0	0	0
	Excavation and prep		1				0	0	0	0
	Form & pour broom finish		1				0	0	0	0
	One thickened edge on each if needed		1			21739	0	0	21739	21739
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
							0	0	0	0
						SUBTOTAL	0	0	21739	21739
						BUR/RATE	0.36	0.015	0.015	
						BURDEN	0	0	326.085	326.085
							0	0	22065.085	22065.085
								SUP/MED	0	0
										22065.085
								Bond	0.03	661.95255
										22727.03755
								SpilkerO/H &P	0.1	2,272.70
										25,000
								TAX	0.09	2,249.98
										25,000
										2,249.98
									<b>Total</b>	<b>\$27,250</b>



**PCO# 9 Add curb at Parking Lot**

SECTION	DESCRIPTION	UNIT	QUANTITY	U/P LABOR	U/P MATERIAL	U/P SUB	TOTAL LABOR	TOTAL MATERIALS	TOTAL SUBS	TOTAL	
							0	0	0	0	
							0	0	0	0	
	Curb		1			348	0	0	348	348	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							<b>SUBTOTAL</b>	0	0	348	348
							<b>BUR/RATE</b>	0.36	0.015	0.015	
							<b>BURDEN</b>	0	0	5.22	5.22
								0	0	353.22	353.22
								<b>SUP/MED</b>	0	0	0
										353.22	353.22
								<b>Bond</b>	0.03	0.03	10.5966
										363.8166	363.8166
								<b>Spilker O/H &amp; P</b>	0.1	0.1	36.38
										400	400
								<b>TAX</b>	0.09	0.09	36.02
										436	436
								<b>Total</b>			<b>\$436</b>



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee		<b>Committee meeting date:</b> July 11, 2023
<b>Requester</b>	Berry Ellison		<b>Phone number:</b> 625-6276
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)	2023-0548		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to adopted plan)		<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	KPPF Consulting Engineers Amendment 1 / Riverfront Park South Suspension Bridge Construction Engineering Support (T&M NTE \$15,196.00)		
<b>Begin/end dates</b>	Begins: 07/01/2023	Ends: 07/01/2024	<input type="checkbox"/> 06/01/2025
<b>Background/history:</b>			
<p>Amendment 1 with KPPF engineers adds design and construction support for renovation of the Riverfront Park South Suspension Bridge. This amendment includes engineering and construction support services to repair/replace the Vault #1 Corbel due to unforeseen deterioration. See attached consultant proposal for full description of work.</p> <p>This amendment is proposed to be billed on a 'time and materials' basis not to exceed the total cost listed.</p>			
<b>Motion wording:</b>			
Move to approve KPPF Engineers Amendment 1 for Riverfront Park South Suspension Bridge Construction Engineering Support Services on Time & materials Basis, Not to Exceed \$15,196.00 plus applicable taxes.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: KPPF Consulting Engineers			
Name: Aaron Olson		Email address: Aaron.Olson@kpff.com	Phone: 206.622.5822
<b>Distribution:</b>			
		nhamad@spokanecity.org	
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Berry Ellison			
Grant Management Department/Name:			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$15,196.00 (Not to Exceed)		1950	
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)



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

**CONTRACT AMENDMENT 1**

Title: **ENGINEERING CONSTRUCTION  
SUPPORT FOR RIVERFRONT PARK  
SUSPENSION BRIDGE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Engineering Construction Support for the Riverfront Park Suspension Bridge Renovation; and

WHEREAS, additional construction support services have been requested, thus, the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 22, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on July 1, 2023 and shall run through July 1, 2024.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is revised to include the following:

Additional construction support services to include replacement of the bridge corbel.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND ONE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$15,196.00)**, and applicable sales tax, in accordance with the additional services as set forth in the Contractor’s Scope of Work and Fee Proposal, dated June 30, 2023, which is attached as Attachment A and made part of this agreement, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid

under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**KPFF CONSULTING ENGINEERS, INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Attachment A - Contractor's Scope of Work and Fee Proposal, dated June 30, 2023

M23-181

## ATTACHMENT A



June 30, 2023

Berry Ellison, Program Manager  
City of Spokane Parks and Recreation  
808 W. Spokane Falls Blvd, #5  
Spokane, WA 99201

Subject: Riverfront Park Suspension Bridge Renovation  
Additional Construction Support Services

Dear Berry:

Please see attached for a scope and fee proposal for additional construction support services for the subject project. In summary, the Work includes engineering services for the repair/replacement of the existing bridge corbel at the south bridge abutment. The bridge corbel was recently discovered to be deteriorated and will need to be replaced.

We appreciate the opportunity to continue working with you on this project. If you have any questions concerning this proposal, please feel free to call me at (206) 622-5822.

Sincerely,

A handwritten signature in black ink, appearing to be 'A Olson', with a long horizontal stroke extending to the right.

Aaron Olson  
Principal

Enclosure – Scope of Work, Fee Proposal



**June 30, 2023  
Exhibit A-1  
Scope of Work**

**Riverfront Park Suspension Bridge Renovation  
Construction Support Services**

**PROJECT DESCRIPTION**

The project consists of repairs to the South Suspension bridge including concrete deck replacement, steel repairs, bridge railing retrofits, drainage improvements, lighting upgrades, and concrete vault lid replacement.

The project is currently under construction and is expected to be complete by Fall 2023.

During construction, it was discovered that the concrete corbel that supports the south end of the bridge has considerable deterioration and needs to be repaired/replaced.

It is anticipated that this project shall be billed on a Time and Materials Basis Not to Exceed the total fees estimated.

**PROJECT OBJECTIVES**

This scope of work for this amendment is to provide the following:

- Structural engineering services for unanticipated corbel repair/replacement

**PROJECT TEAM**

The project team includes:

Owner & Construction Manager	City of Spokane
Prime Consultant	KPFF Consulting Engineers (KPFF)
Structural Engineering	KPFF
Civil Engineering	KPFF
Electrical & Lighting Design	Trindera/Century West Engineering

## **SCOPE OF WORK**

### **TASK NO. 1.0 – ADDITIONAL CONSTRUCTION SUPPORT SERVICES**

#### **Task No. 1.1 – Coordination with City and Contractor**

KPFF will coordinate with the City and the Contractor to develop corbel repair/replacement details and work scope. This coordination includes meetings, emails and other communication necessary to perform the Work.

##### Assumptions

- Up to four (4) 1-hour meetings are assumed. These will be held virtually.

##### Deliverables

- None

#### **Task 1.2 – Corbel Repair/Replacement Details**

KPFF will prepare corbel repair and/or replacement details necessary for the Contractor to complete the work. The intent of these details is to replace the corbel in-kind based on the original design drawings. No additional analysis and/or design will be performed.

##### Assumptions

- No specifications, quantities or costs will be provided. All necessary information will be provided on the plans.

##### Deliverables

- Corbel Repair/Replacement Details (PDF)

#### **Task 1.3 – Corbel Repair/Replacement Submittal Reviews**

KPFF will review construction submittals for the corbel repair/replacement Work. These include:

1. Demolition Plan
  - a. Type 2E Working Drawings
    - i. Demolition procedures
    - ii. Work Platform
    - iii. Containment
2. Concrete Class 4000D
  - a. Mix Design
  - b. Formwork/Falsework

- c. Request for Approval of Materials (RAM) – Aggregate, Cement, Compliance Certifications, Material Test Certs
  3. Rebar
    - a. Shop Drawings
    - b. RAMs – Compliance Certs, Mill Certs
    - c. Epoxy Resin Materials

Assumptions

- The City will collect and distribute submittals and responses to/from the Contractor.

Deliverables

- Review and response of submittals (PDF)

Exhibit D-1

**KPFF Consulting Engineers**

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

**Riverfront Park Bridge Renovation - Construction Support Services**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal	1.00	X	\$ 76.93	=	\$ 76.93
Project Manager	8.00	X	\$ 64.62	=	\$ 516.96
Senior Engineer	37.00	X	\$ 60.99	=	\$ 2,256.63
Design Engineer	42.00	X	\$ 38.00	=	\$ 1,596.00
CADD Technician	20.00	X	\$ 54.00	=	\$ 1,080.00
Admin	0.00	X	\$ 36.35	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 5,526.52
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	144.97%	X	\$5,526.52	=	\$ 8,011.80
<b>Fixed Fee (FF)</b>					
FF Rate x DSC of	30.00%	X	\$5,526.52	=	\$ 1,657.96
<i>Direct Labor Subtotal</i>					\$ 15,196.27
<b>Reimbursable Items</b>					
Mileage	(## Miles x \$0.585/mile)			\$	-
Airfare	8 trips @ \$400 per trip				
Per Diem	(Hotel + Meals @ \$265 x 4 trips)				
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
<b>Subconsultant Total:</b>					<b>\$0.00</b>
<b>GRAND TOTAL:</b>					<b>\$15,196.27</b>

June 29, 2023		KPFF Consulting Engineers						KPFF	
Riverfront Park Bridge Renovation - Construction Support Services		Principal	Project Manager	Senior Engineer	Design Engineer	CADD Technician	Admin	Title 20	
Item	SCOPE OF WORK	\$76.93	\$64.62	\$60.99	\$38.00	\$54.00	\$36.35	\$0.00	2.7497
<b>Reimbursables:</b>									
<b>1</b>	<b>ADDITIONAL CONSTRUCTION SUPPORT SERVICES</b>								
1.10	Coordination With City and Contractor		2	6	6				\$1,989
1.20	Corbel Repair/Replacement Details	1	4	25	6	20			\$8,711
1.30	Corbel Repair/Replacement Submittal Reviews		2	6	30				\$4,496
<b>Labor Subtotal:</b>		1	8	37	42	20	0	0	\$15,196
<b>Reimbursables:</b>									
<b>Labor Sum:</b>		1	8	37	42	20	0	0	\$15,196
<b>Reimbursable Sum:</b>								\$0	
<b>TOTAL:</b>								\$15,196	

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance Committee	<b>Committee meeting date:</b> July 11, 2023	
<b>Requester</b>	Berry Ellison	<b>Phone number:</b> 509 625-6276	
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)	2023-0446		
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to adopted plan)		<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Garco Construction, Inc., Change Order #1 / Riverfront Park South Suspension Bridge Renovation Construction (\$25,501.00 plus applicable taxes)		
<b>Begin/end dates</b>	Begins: 05/01/2023	Ends: 06/01/2024	<input type="checkbox"/> 06/01/2025
<b>Background/history:</b> Change Order #1 consists of two changes to the contract scope of work. Item 1 is to re-route power for existing light fixtures on the Howard St Promenade. This work is necessary to maintain illumination while electrical service is disconnected on Snx Mene Island. Item 2 is to place an additional inspection and work platform at the south abutment. This work is necessary for engineers and contractors to assess, engineer, and remove & replace the corbel. Note: the poor condition of the corbel was discovered after removal of the bridge decking and is considered an unforeseen condition. After considering available contingency funds, the scope and cost was determined feasible and within the project contingency.			
<b>Motion wording:</b> Move to approve Garco Construction, Inc., change order #1 for the Riverfront Park South Suspension Bridge Renovation Construction Project in the amount of \$25,501.00, plus applicable taxes, from Park Capital Funds.			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Garco Construction, Inc Name: Tim Loucks Email address: tloucksa@garco.com Phone: 509 535-4688			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name: nhamad@spokanecity.org			
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$25,501.00 (plus taxes) Budget code: 1950			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



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

**CONTRACT AMENDMENT 1**

**Title: RIVERFRONT PARK SOUTH  
SUSPENSION BRIDGE RENOVATION**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **GARCO CONSTRUCTION, INC.**, whose address is 4114 East Broadway Avenue, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Riverfront Park South Suspension Bridge Renovation; and

WHEREAS, due to unforeseen conditions, additional work is required, thus the original Contract needs to be formally amended this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 20, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on May 1, 2023 and shall run through June 1, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY-FIVE THOUSAND FIVE HUNDRED ONE AND NO/100 DOLLARS (\$25,501.00)**, plus applicable sales tax, in accordance with Change Order 1, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**GARCO CONSTRUCTION, INC.**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**  
Change Order 1

23-073



**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO. 01**

NAME OF CONTRACTOR: Garco Construction, Inc

PROJECT TITLE: Riverfront Park South Suspension Bridge Renovation

CITY CLERK CONTRACT NUMBER: 2023-0446

=====

**DESCRIPTION OF CHANGE:** **AMOUNT:** \_\_\_\_\_

Item #1: COR-001 - Howard Street Lighting Re-Route \$ 2,162.00  
 Item #2: COR-002 - Vault 1 Corbel Access \$23,339.00

=====

**TOTAL AMOUNT:** \$25,501.00

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 2,099,949.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 2,099,949.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 25,501.00
<b>REVISED CONTRACT SUM</b>	<b>\$ 2,125,450.00</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	01/22/2024
CURRENT COMPLETION DATE	01/22/2024
<b>REVISED COMPLETION DATE</b>	N/A

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

Approved as to form: \_\_\_\_\_ Assistant City Attorney

### Riverfront Park South Suspension Bridge

Garco Job #22-13

**Howard Street Lighting Re-Route**

BI	Description	Qty	Unit	Direct Costs						Subcontractor Costs			
				Unit Prices			Item Totals			Unit Price	Subtotal	Prime Markup	Total w/ Markup
				Labor	Equip	Material	Labor	Equipment	Material				
	PCE - Labor/Equipment/Materials	1	ea				\$ -	\$ -	\$ -	\$ 1,930.58	\$ 1,930.58	12%	\$ 2,162.25
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
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	TOTAL DIRECT COSTS			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 2,162.25
	Sales Tax					9.0%			\$ -				
	Contractor Markup			31%	21%	21%	\$ -	\$ -	\$ -				
	TOTAL WITH MARKUP						\$ -	\$ -	\$ -				\$ 2,162.25
	TOTAL CO AMOUNT REQUESTED									\$			2,162.00



**ELECTRICAL COST ESTIMATE DETAIL PRICING**

CNTR: Garco

JOB: Riverfront Park South Suspension Bridge

PROJ: 5850-23

SUBCNTR: POWER CITY ELECTRIC

DATE: 5/9/23

	DESCRIPTION	QUANTITY		MATERIALS COST		LABOR COST			EQUIPMENT				
		QTY	PER	PER UNIT	TOTAL	EACH HOURS	TOTAL HOURS	HOURLY RATE	TOTAL LABOR	QTY	PER	PER UNIT	TOTAL EQUIPMENT
1	Gabe Delarosa -												
2	5/2 Tuesday					2	2	\$76.00	\$152.00	1	day	\$90.54	\$90.54
3	5/3 Wednesday					1.50	1.50	\$76.00	\$114.00	1	day	\$90.54	\$90.54
4	5/4 Thursday					3.50	3.50	\$76.00	\$266.00	1	day	\$90.54	\$90.54
5	5/5 Friday					7.50	7.50	\$76.00	\$570.00	1	day	\$90.54	\$90.54
6													
7	#10 awg Black,White,Green	150	lf	\$0.25	\$37.50								
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35													
<b>SUBTOTALS</b>					\$37.50	<b>15</b>	<b>15</b>		\$1,102.00				\$362.16
Subtotal Materials					\$37.50	Subtotal Labor			\$1,102.00	Subtotal Equipment		\$362.16	
Mark-up at 21%					\$7.88	Mark-up at 31%			\$341.62	Mark-up at 21%		\$76.05	
Sales Tax at 9%					\$3.38								
<b>TOTAL MATERIALS</b>					<b>\$48.75</b>	<b>TOTAL LABOR</b>			<b>1,443.62</b>	<b>TOTAL EQUIPMENT</b>		<b>\$438.21</b>	
										<b>TOTAL</b>		<b>\$1,930.58</b>	

Riverfront Park South Suspension Bridge

Garco Job #22-13

Vault 1 - Corbel Access

BI	Description	Qty	Unit	Direct Costs						Subcontractor Costs				
				Unit Prices			Item Totals			Unit Price	Subtotal	Prime Markup	Total w/ Markup	
				Labor	Equip	Material	Labor	Equipment	Material					
	Install Access and Platform	1	ea	\$ 1,633.60			\$ 1,633.60	\$ -	\$ -	\$ -	\$ 17,364.00	\$ 17,364.00	12%	\$ 19,447.68
	Access Platform Additional Month Rent	1	mo				\$ -	\$ -	\$ -	\$ -	\$ 1,564.00	\$ 1,564.00	12%	\$ 1,751.68
							\$ -	\$ -	\$ -	\$ -		\$ -	12%	\$ -
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	TOTAL DIRECT COSTS			\$ 1,633.60	\$ -	\$ -	\$ 1,633.60	\$ -	\$ -	\$ -				\$ 21,199.36
	Sales Tax					9.0%				\$ -				
	Contractor Markup			31%	21%	21%	\$ 506.42	\$ -	\$ -	\$ -				
	TOTAL WITH MARKUP						\$ 2,140.02	\$ -	\$ -	\$ -				\$ 21,199.36
	TOTAL CO AMOUNT REQUESTED										\$			23,339.00

**Customer:** GARCO CONSTRUCTION INC (0018754)  
**ATTN:**  
**4114 EAST BROADWAY**  
**SPOKANE, WA 99202**  
**Contact Phone:**  
**Contact Fax:**

**Jobsite:** RIVERFRONT SS BRIDGE  
**331 N POST STREET**  
**SPOKANE, WA 99201**  
**Phone:**

<b>Quotation No:</b> 7228	<b>Quote Date:</b> 6/27/23	<b>Opportunity #</b> 1010176
---------------------------	----------------------------	------------------------------

**Total:**

<b>Grand Total:</b>	<b>\$17,364.00</b>	* Taxes Not Included
---------------------	--------------------	----------------------

Scaffolding - Description of Work

Scope of Work:

Safway is to provide a scaffold around the lower side of the corbel on the southern portion of the bridge at Riverfront Park for Garco. Scaffold will measure 7' wide by 25' long. Scaffold will set 6' down from concrete ledge and the handrail will extend up 7' past scaffold deck. Safway will anchor scaffold into concrete walls of vault. Scaffold will need to be engineered. Garco will provide a forklift for loading and unloading.

Scaffolding - Additional Terms and Conditions

If delays occur by other than Safway contractor must sign a change order for stand-by. Change order must be signed before Safway crews will return back to work. This bid is based on straight time hours, Monday to Thursday 6:00am - 4:30pm.

Pricing includes:

Equipment (based on 28 day billing cycle)  
Monthly rental rate \$1,564.00 (after first 28 days)  
Labor (Installation & Dismantle)  
Freight (Delivery & Return)  
Engineering

Special notes:

- If Safway will be required to sign a Sub-Contract Agreement we reserve the right to review, negotiate and agree to all terms and conditions prior to commencing work.
- This proposal does not include applicable taxes.
- This scaffold will meet or exceed OSHA standards.
- This proposal must be signed and faxed back to Safway before any work can commence.

Please Note:

1. All quotes are subject to all terms and conditions referred to in the BRANDSAFWAY SERVICES LLC 850 rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

**I have read the attached terms and conditions and agree to them as stated herein:**

By BRANDSAFWAY SERVICES LLC 850	Date	Accepted	Date
Jordan Rada	06/27/2023		
Title		Title	

### Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway Services LLC's (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company's subcontractors.
4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
8. **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to, or is alleged to be related to and/or caused by, the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.

**BrandSafway Services LLC Standard Terms and Conditions**

Any project-specific terms and conditions set forth in BrandSafway Services LLC, its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

- 1. Definitions.** As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.
- 2. Agreement Effectiveness.** Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.
- 3. Scope.** The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company or others. If Company decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra cost and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.
- 4. Credit and Payment.** If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of the Company's invoice. A monthly service charge of the lesser of 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorney's fees related to Customer's failure to pay within terms.
- 5. Default and Termination.** Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of the Customer's default.
- 6. Waiver of and Limitations on Damages.** Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.
- 7. Notice.** Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.
- 8. Work Schedule.** Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement contemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.
- 9. Storage.** If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.
- 10. INDEMNITY.** EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.

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**11. Incident Notification.** Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence.) Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.

**12. Compliance with Laws.** Each party agrees to comply with all applicable laws, rules and regulations ("Laws") **AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.**

**13. Venue and Governing Law.** The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.

**14. Technical Information.** Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION;** b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.

**15. Standard of Performance/Warranty.** Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warrants its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.

**16. Information Supplied by Others.** Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.**

**17. Assignment.** Customer shall not assign this Agreement to any third party without Company's prior written consent.

**18. Hoisting.** All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.

**19. Substitution of Equipment.** In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.

**20. Equipment Loss or Damage.** Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.

**21. Inspection.** Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.

**22. Use and Maintenance of Equipment.** Customer expressly agrees that it will erect, dismantle, modify and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by the Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, it is to be done solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. **IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE.** Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.

**23. Title to Equipment/Location.** Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

**24. Access to the Work Site.** Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to the Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace the same following dismantling; and to provide barges, boats and personnel for over-water work.



**BrandSafway Services LLC Standard Terms and conditions**

25. **Contaminated Equipment.** Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction, Customer will pay to Company its current list price plus handling charges for all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

26. **Force Majeure.** Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.

27. **Confidentiality.** Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.

28. **Miscellaneous.** In the event any term, provision or condition of this Agreement is held invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.

29. **Training, Operation, and Maintenance.** Customer shall be fully responsible to any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequate maintenance records as required by law.

30. **Non-Discrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against qualified individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

31. **Acceptance, Modification, and Entire Agreement.** COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgement, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

32. **Minimum Insurance Requirements.**

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

- (1) Workers' Compensation Statutory Amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1 million per accident;
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Company, its directors, officers, employees and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates

**BrandSafway Services LLC Standard Terms and Conditions**

and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

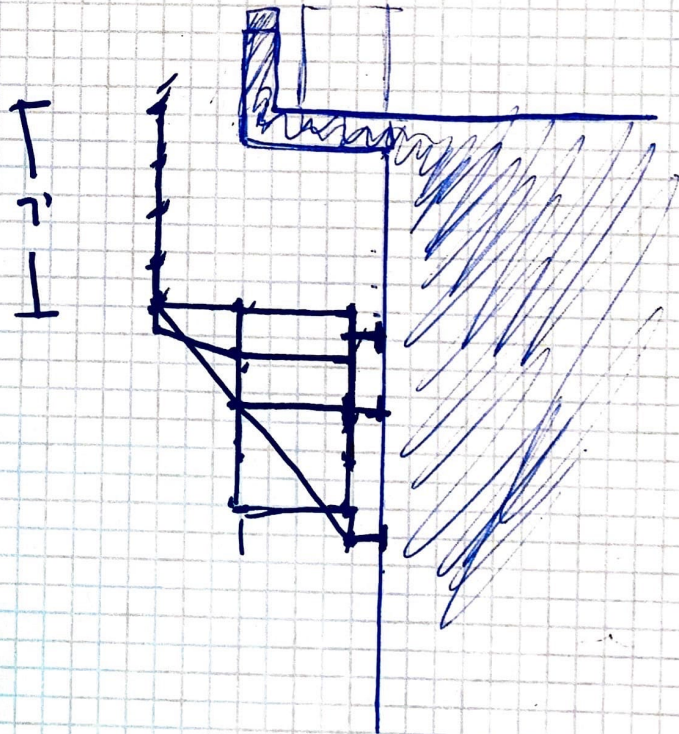
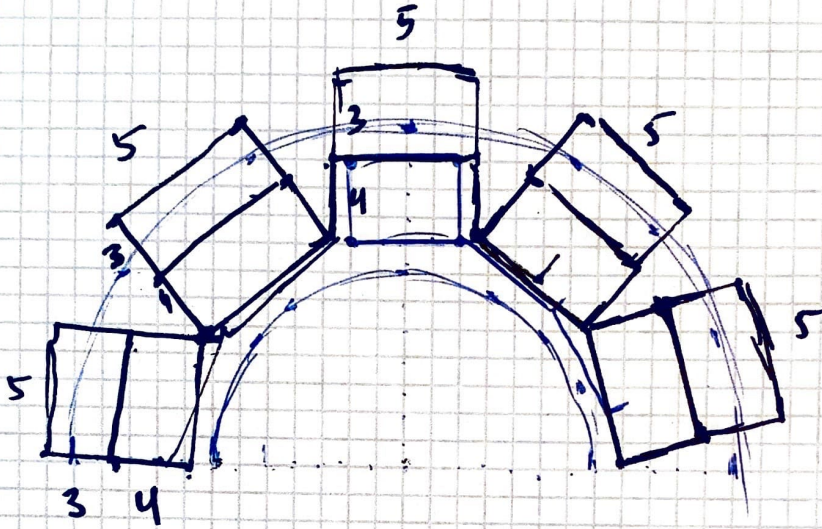
(2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Company and all other additional insureds, including any self-insurance retention or deductible maintained by Company;

(3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;

(4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Company, except workers' compensation and employer's liability coverage.

33. **Abatement.** Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.

GAA 10



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		<b>Committee meeting date:</b> July 11, 2023	
<b>Requester</b>	Jonathan Moog		<b>Phone number:</b> 509-625-6243	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal K, Objective 1	<b>Master Plan Priority Tier:</b>	Second Tier (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Riverfront Park Zamboni Spokane Investment Pool (SIP) Loan Resolution (\$156,295 plus applicable taxes and loan fees)			
<b>Begin/end dates</b>	Begins:	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
<b>Background/history:</b> Riverfront Park owns and operates a 2012 Olympia Millennium ice resurfacers. In May 2023, Park Board approved purchase of a Zamboni 450 with the financing option through NCL Government Capital. At recommendation of Finance Department, Parks and Recreation Department is requested to pursue the Spokane Investment Pool (SIP) rather than private financing. The attached resolution requests City Council to approve funding from the SIP. Park Board approval of this resolution also authorizes Parks to place a temporary encumbrance on the Park Reserve Fund until SIP funds are drawn in order to submit a purchase order to Zamboni and retain Park's manufacturing time slot. Requested funding includes Zamboni 450 with freight, and applicable taxes and loan fees.				
<b>Motion wording:</b> Approve SIP Loan resolution and advance to Spokane City Council				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane City Council Name: _____ Email address: _____ Phone: _____				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$39,354.88 Budget code:				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)				

April 28, 2023

Numerica Skate Ribbon at Riverfront Spokane

ATTN:

Jason Conely

Jonathan Moog

Spokane City Parks &amp; Recreation

Phone: +1 (509)625-6211

Email: [jkconley@spokanecity.org](mailto: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](http://www.zamboni.com) to view and download at any time.

**FOR ADDITIONAL INFORMATION:**

[zamboni.com/machines/model-450](http://zamboni.com/machines/model-450)

[zamboni.com/options](http://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

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(1) ZAMBONI MODEL 450 \$ 126,800.00

OPTIONAL EQUIPMENT \$ 24,495.00

TRANSPORTATION \$ TBD

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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

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**Jonathan Norell,**  
Regional Sales Representative

**Date**

**Kendrick Equipment**  
PO Box 28973  
Bellingham, WA 98228



CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution from Spokane Parks and Recreation Board of Directors, requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$156,295 plus applicable taxes and loan fees to purchase a Zamboni Ice Resurfacing Machine at the Numerica Ice Skating Ribbon in Riverfront Park.

WHEREAS, Spokane Parks and Recreation owns and operates the Numerica Ice Skating Ribbon open to the public; and

WHEREAS, the title sponsor of the Ice Skating Ribbon is Numerica Credit Union; and

WHEREAS, The Numerica Ice Skating Ribbon is an outdoor ice skating facility designed with changes in elevation and widths with more turns than a traditional ice rink; and

WHEREAS, Numerica Ice Skating Ribbon is open for 4 months from November through February for Ice Skating and plays an important part of downtown holiday activities. Revenue from operations is critical to ensuring the Ice ribbon can continue to remain open and recover its cost; and

WHEREAS, the condition of the ice surface is important for providing a safe skating experience and without proper conditioning the Numerica Ice Ribbon must close; and

WHEREAS, the ice surface is currently maintained by an Olympia brand ice resurfacing machine which was built in 2012 and designed for flat indoor surfaces; and

WHEREAS, the cost of corrective repairs for the Olympia is increasing annually and repairs during the skating season has caused the Ice Skating Ribbon to close resulting in average daily revenue loss of \$4,100 to \$10,500; and

WHEREAS, the Olympia is the only machine within City inventory able to maintain the ice and has no redundancy in event of breakage; and

WHEREAS, Unplanned closures decrease the customer confidence and tarnishes the reputation of the City and Numerica Credit Union as the title sponsor of the facility; and

WHEREAS, Park Board desires to improve quality of the ice surface and ensure sufficient redundancy is in place to avoid unplanned closures with a purchase of a new machine and retention of Olympia Ice resurfacing machine as a back-up; and

WHEREAS, in 2018 an ice skating facility consultant recommended alternative machines to better meet the maintenance needs of the Ice Ribbon design; and

WHEREAS, pursuant to section 07.06.175A of the Spokane Municipal Code, The City's goal is to ensure 100% of City owned or leased vessels, vehicles and construction equipment shall be fueled by electricity or biofuel by 2030; and

WHEREAS, The Zamboni 450 ice resurfacing machine is an all-electric unit capable of providing superior ice maintenance outdoors, adaptability to the Ice Skating Ribbon design, and recommended by the consultant; and

WHEREAS, the manufacturing lead time for the Zamboni 450 is approximately 14 months, expected to be delivered in Fall 2024; and

WHEREAS, Zamboni requires a purchase order from City to reserve a production slot with full payment due upon delivery of the new machine; and

WHEREAS, The Numerica Ice Skating Ribbon is revenue generating program and capable of repaying the SIP loan over the next 5-years of debt service; and

WHEREAS, Park Board is requesting a \$156,295 (plus applicable taxes and loan fees) SIP loan with funds available immediately upon City Council Approval, with an annual debt service payment of \$39,354.88 with payments beginning June 2024, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board request a loan from the Spokane Investment Pool in the amount of \$156,295 plus applicable taxes and loan fees, said loan would be repaid over a 5-year term from revenue generated from fees collected at the Numerica Skate Ribbon; and

IT IS FUTHER RESOLVED, Park Board shall authorize a temporary encumbrance from the Parks Recreation Fund for a Purchase Order required to retain the production slot with Zamboni with the understanding that encumbrance of the Parks and Recreation Fund will be released commensurate with draws made against the SIP loan.

Dated this \_\_\_\_ day of July 2023.

\_\_\_\_\_  
Park Board President

Attest:

Approved as to Form:

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

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

# Spokane Investment Pool Loan

## Parks – Zamboni Purchase

(Purchase price includes underwriting & legal issuance costs)

<b>Bond Debt Service</b>				
<b>City of Spokane SIP Loan - \$172,911.55; 4.47% @ 5yr</b>				
<b>Parks - Zamboni Purchase</b>				
<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
6/1/2024	15,812.87	3,864.57	19,677.44	
12/1/2024	15,812.87	3,864.57	19,677.44	
12/31/2024				39,354.88
6/1/2025	16,519.71	3,157.73	19,677.44	
12/1/2025	16,519.70	3,157.74	19,677.44	
12/31/2025				39,354.88
6/1/2026	17,258.14	2,419.30	19,677.44	
12/1/2026	17,258.13	2,419.31	19,677.44	
12/31/2026				39,354.88
6/1/2027	18,029.58	1,647.86	19,677.44	
12/1/2027	18,029.57	1,647.87	19,677.44	
12/31/2027				39,354.88
6/1/2028	18,835.49	841.95	19,677.44	
12/1/2028	18,835.49	841.95	19,677.44	
12/31/2028				39,354.88
<b>Total</b>	<b>172,911.55</b>	<b>23,862.85</b>	<b>196,774.40</b>	

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Finance		<b>Committee meeting date:</b> July 11, 2023
<b>Requester</b>	Rich Lentz		<b>Phone number:</b> 509-625-6544
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Budget priorities cover all goals A through M.	<b>Master Plan Priority Tier:</b> (pg. 171-175)	1st and 2nd Tier
<b>Item title:</b> (Use exact language noted on the agenda)	2024 Budget Calendar and Budget Priorities		
<b>Begin/end dates</b>	Begins: 05/01/2023	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> The proposed timeline for the 2024 Parks and Recreation budget was informally discussed at both the May and June Park Board meetings. The documentation lining out the timeline along with the division budget priorities were formally presented at the June Finance Committee. The goal of the budget calendar is to provide awareness to ensure all committees have adequate time to prepare their 2024 budgets, while the goal of the budget priorities is to ensure the focused efforts for 2024 are in alignment with the goals of the Park Board and in alignment with the Parks and Recreation Master Plan.			
<b>Motion wording:</b> Approve the 2024 Budget Calendar and Budget Priorities as presented.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrach Requester: Rich Lentz - Parks Budget/Finance Director Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
<b>Supporting documents:</b>			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



## 2024 Tentative Budget Calendar

**March - April:** Capital budget entry round one.

**May - June:** Operations budget entry round one from department heads and capital entry round two if needed. Presentation of Budget Priorities to June Finance Committee.

**August:** Operating budget round two and preliminary budget presentation to Park Board Committees. Committee members will have the month of August to review and ask questions.

**September:** Individual Committees present their recommendations to the Finance Committee and the Parks and Recreation recommended budget is presented at the September Park Board meeting.

**October:** The Finance Committee recommends a final 2024 budget to the Park Board for approval at the October Park Board meeting. Mayor presents preliminary budget to City Council.

**November:** Mayor's proposed budget is released.

**December:** Operating budget approved by City Council.

# Parks and Recreation 2024 Budget Priorities



## 2024 Budget Assumptions:

- Approximate General Fund growth of 8%.
- Salaries and wages, benefits, services, and charges will increase (5%-10%).
- Review fund balance for one-time capital investments.
- Continue the core service budgeting model.
- Balance growing staffing costs (temporary/full-time) with programming and operational priorities.
- Continued investments in capital improvements that add efficiencies, access, and value across our community.
- Continued investments in partnerships and collaborations with local businesses, organizations, volunteers, sponsors, and donors.

## Administration:

- Review all vacancies. Prioritize those we desire to fill and eliminate from the budget, any vacant position that no longer aligns with strategic goals.
- No new creation of new positions in the Park Fund unless the creation has a net zero impact on the budget.
- Continue Fleet Pilot program, replacing expensive to maintain fleet with lease vehicles.
- Continue to fund computer replacement, as many staff computers are over 5 years old.
- Budget emphasis on park facility safety initiatives.
- Master Plan Implementation funding--- earmark funding needed for an election ballot and supportive materials.
- Expo+50 support funding to maximize opportunities for this one-time event season.

## Marketing/Communications:

- Robust outreach for neighborhood park investment package & projects
- Deeper community awareness of Parks & Recreation offerings, per the Master Plan findings
- Support of the priorities of Recreation, Riverfront, Golf, Urban Forestry, Park Operations, & Park Planning
- Support of Expo 50<sup>th</sup> celebration

## Golf:

- Increase operating budget line items, strategically, to combat the inflationary cost in:
  - \$1/hour increase in temp seasonal labor cost
  - Fertilizers, chemicals, and fuel usage
  - Sand and seed
  - General repairs/parts/maintenance accounts
- Budgeting for increased cost in Pro Shop/Restaurant building maintenance

- Budgeting for contractual tree removals/maintenance

#### **Operations:**

- Creating Our Future –
  - Establish permanent/part-time positions to replace key seasonal positions using existing seasonal funding to include the following work areas:
    - Grounds Caretakers (overall system, athletic fields, trails, custodial, natural lands/trails)
- Expanding Our Community –
  - Continue staff-led irrigation install team with additional projects focused on need and age of system.
  - Filling any gaps in service.
  - Expand funding for Natural Resources including undeveloped properties and soft trails.
- Protecting Our Assets:
  - Continue to evaluate areas of responsibility and structure for the gardening team.
  - Fund increased ranger presence in outer parks.
  - Combining areas of service that can benefit from one another.

#### **Riverfront:**

- Cost recovery: Improve cost recovery by completing Pavilion naming rights sponsorship project, increasing events and sponsorship revenue over previous year, seeking a food service provider at the SkyRibbon Café, adjusting fees and charges for inflation and prioritizing expenditures.
- 50<sup>th</sup> Celebration of Expo: Plan, collaborate and facilitate with EXPO planning committees and community partners to host multiple Expo related events and activities, and activating a community stage to showcase cultural, musical, and artistic performances.
- Continuity of SkyRide Operations: Improve continuity of operations through reduction of overtime, facilitating the long-term maintenance plan provide by Doppelmayr, establishing consistent operating schedules and ensuring appropriate technical support is scheduled.
- Emphasize Park safety: Continue efforts to deter vandalism and negative activity by increasing response rate to vandalism, making minor infrastructure improvements, increasing Ranger presence during the summer, and enhancing surveillance system.
- Program Improvement and Reliability: Continue to improve existing programs and services by replacing aging Ice resurfer with more reliable unit, streamlining event beverage sale program, expanding Wifi to Central Promenade, developing training programs and activating City Works workorder software.
- Support Park Partners: Collaborate with Friends of Riverfront Park to mutually advance goals, support event booths, promote and communicate Volunteerism, and assist Spokane Humane Society and Parks Foundation to fundraise for the future Paw Park.
- Park Beatification: Improve the appearance of the park specifically targeting areas not addressed by the redevelopment project.

- Marketing: Enhance and establish additional marketing and promotional opportunities that drive attraction sales, event attendance, expand sponsorship inventory, and leverage on-site partner promotional opportunities.

#### **Recreation:**

- Continuing to create a succession strategy in the Recreation Division so our community doesn't feel the impacts of a drop or halt in the level of service if a highly skilled Recreation Supervisor retires or moved on to a new opportunity.
  - Creating a chain of upward mobility opportunities increases morale and productivity and it also creates entry level opportunity's creating equity for young graduates with fresh
  - Position to assist with Aquatics/Adult Volleyball and Therapeutic Recreation
  - Aquatics Maintenance person dedicated to keeping our 6 aquatics facilities functioning and in the best condition will save us financially and operationally
- Expanding our Inclusion and Adaptive Programing to all areas of Recreation
  - With the addition of a dedicated staff person working with staff and community members to ensure successful recreation participation for all ability levels.
- Addressing Deferred Maintenance needs-
  - Corbin Art Center – has several areas that are also in desperate need of attention: the veranda, painting, rain gutter replacement, and refinishing of the interior hard wood floors.
- Adopting and administering a Recreation Program Cost Recovery Policy
  - Utilizing this policy as a consistent structure to calculate fees for recreation programs.
- Temp seasonal evaluation and right sizing



## City Council Requests Action by the Spokane Park Board

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### *Background*

On Monday, June 26, 2023, the Spokane City Council considered ORD C36394, a revision to SMC 12.06A.040.J.4 that would increase the penalty for being in a city park after the hours of closure from a civil infraction to a misdemeanor. This was a long-anticipated code revision that had been discussed for well over a year.

In an attempt to compromise, Council Member Zappone offered an amendment to ORD C36394 to change the hours when parks are closed. Echoing concerns that the increased penalty might negatively impact innocent persons (such as late night joggers or early morning dog walkers), CM Zappone proposed that parks be closed from 11 p.m. to 5 a.m., and midnight to 5 a.m. in Riverfront Park. He noted that Captain Hendren’s concerns were primarily focused on violence, which reportedly occurs during a more narrow timeframe, such as 11 p.m. to 5 a.m.

Earlier discussions by the Council had considered other amendments, including but not limited to requiring a warning before enforcement could occur and applying the misdemeanor penalty only to groups of five or more. Discussions also included adding a sunset clause or a creating a pilot program that would enact the misdemeanor penalty for six or twelve months. The Council also discussed running this as an emergency ordinance to enable enforcement to begin immediately and therefore allow police to enforce throughout the summer months as crime increases in city parks at night. Ultimately there were not enough votes to pass any of the above-mentioned previously proposed amendments or to run this as an emergency ordinance.

Significantly, Monday’s discussion of the last-minute Zappone amendment included recognition of the Park Board’s sole authority to establish Park Rules as well as an acknowledgement of the procedural requirement to bring park rule changes before the Park Board for approval. In this discussion, Council members appeared to acknowledge that their action to adopt the Zappone amendment would take things out of order procedurally, and they consequently added a final “whereas” to the prefatory recitals of ORD C36394, formally seeking the Park Board’s agreement to this rule change (“WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance;”). They indicated that the Park Board would be meeting again in July and could take up this request to update the park hours consistent with the amendment.

The Council thereafter unanimously adopted the Zappone amendment and proceeded to a vote on the substantive ordinance, which narrowly passed by a vote of 4 to 3. (See *ORD C36394*, Exhibit A, attached.) The language of ORD C36394, as amended and substituted, now reads as follows:

No person may be in a City park ~~or on park property~~ during the hours of closure without the express permission of the director of the parks department or his or her designee. ((All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.)) All City parks shall be closed from eleven p.m to five a.m, except Riverfront Park, which shall be closed from twelve a.m. to five a.m. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.

ORD C36394 is now in a posture to be signed by the Mayor and to go into effect thirty (30) days after it receives the Mayor’s signature. This places the effective date sometime in early August, assuming the park Board agrees to update the park hours as requested.

*Analysis*

The Park Board’s authority over park rules and regulations is not in question.<sup>1</sup> The quagmire presented by this situation is perhaps one that has been created by procedural defect, and it raises the novel question of what must occur if the Park Board does not agree to update the Park hours of operation as requested by the City Council. Depending upon how that is answered, it may also present an opportunity for the ordinance to be further amended to reconcile any conflict that may exist between the Council’s action and the decision of the Park Board.

The Park Board should confer and either communicate to the Council by Resolution its agreement to update the park hours consistent with the Council’s request; or alternatively, the Park Board could decline to change the hours of operation in city parks. The Park Board could also offer some form of compromise to address the Council’s concern while maintaining the current hours of operation.

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<sup>1</sup> Section 48 of the Spokane City Charter states: “The Park Board shall have power:… [t]o make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations[.]” (Ordinance C28870 Section 1, effective date November 1987).” Additionally, SMC 04.11.010 provides: “The park board has authority, consistent with the charter and ordinances of Spokane, to adopt, promulgate and enforce rules and regulations respecting the management, control and use of all public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities, including the fixing and collecting of fees, rents and charges.”

**EXHIBIT A**

**ORDINANCE NO. C36394**

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and pursuant to RCW 7.80.060 a person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction; and

WHEREAS, elevating the penalty for unlawful presence in a city park after hours to a misdemeanor allows law enforcement officers to investigate, check for warrants and pat down for weapons, as is constitutionally authorized; and

WHEREAS, the City seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance; and

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

#### B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

#### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or

animal in any park, except by permission of the director of the parks department or his or her designee.

2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

#### G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
  - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
  - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

#### I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

#### J. Other Uses of Parks and Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.

3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
  4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. ~~((All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.))~~ All City parks shall be closed from eleven p.m to five a.m, except Riverfront Park, which shall be closed from twelve a.m. to five a.m. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
  5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

**Section 2.** The Spokane Police Department shall compile and submit to the City Council on an annual basis data that identifies the number of persons law enforcement officers arrest in connection with enforcement of the park trespass violation, including such factors as age, race, ethnicity, whether the person had additional charges, and whether they were released or booked into jail. Beyond the annual reporting requirement, the City Council may from time to time require the Spokane Police Department to provide updated reports.

**Section 3.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Natural Resources - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Program Revenue	\$ 91,000	\$ 38,076	\$ 10,127	\$ 12,657	\$ 2,530	\$ 64,987	\$ 52,924	\$ (12,063)	71.41%	58.16%	-13.26%
Operating Transfers	\$ 66,000	\$ -			\$ -	\$ 66,000	\$ 66,000	\$ -	100.00%	100.00%	
<b>Total Revenue</b>	<b>\$ 157,000</b>	<b>\$ 38,076</b>	<b>\$ 10,127</b>	<b>\$ 12,657</b>	<b>\$ 2,530</b>	<b>\$ 130,987</b>	<b>\$ 118,924</b>	<b>\$ (12,063)</b>	<b>83.43%</b>	<b>75.75%</b>	<b>-7.68%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 649,181	\$ 350,407	\$ 44,475	\$ 74,607	\$ (30,131)	\$ 267,592	\$ 298,774	\$ (31,182)	47.19%	52.69%	5.50%
Personnel Benefits	\$ 203,753	\$ 98,805	\$ 16,120	\$ 21,900	\$ (5,779)	\$ 95,915	\$ 104,948	\$ (9,033)	47.80%	52.30%	4.50%
Supplies	\$ 35,600	\$ 24,219	\$ 1,252	\$ 3,550	\$ (2,298)	\$ 16,952	\$ 11,381	\$ 5,571	55.49%	37.25%	-18.24%
Services and Charges	\$ 217,384	\$ 144,507	\$ 31,078	\$ 5,579	\$ 25,499	\$ 94,349	\$ 72,877	\$ 21,472	43.52%	33.62%	-9.90%
Interfund Payments	\$ 23,000	\$ 12,200		\$ 1,382	\$ (1,382)	\$ 1,022	\$ 10,800	\$ (9,779)	4.03%	42.62%	38.59%
<b>Subtotal Op. Expense</b>	<b>\$ 1,128,918</b>	<b>\$ 630,137</b>	<b>\$ 92,926</b>	<b>\$ 107,018</b>	<b>\$ (14,092)</b>	<b>\$ 475,830</b>	<b>\$ 498,781</b>	<b>\$ (22,950)</b>	<b>45.73%</b>	<b>44.18%</b>	<b>-1.55%</b>
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Total Expenditures</b>	<b>\$ 1,128,918</b>	<b>\$ 630,137</b>	<b>\$ 92,926</b>	<b>\$ 107,018</b>	<b>\$ (14,092)</b>	<b>\$ 475,830</b>	<b>\$ 498,781</b>	<b>\$ (22,950)</b>	<b>45.73%</b>	<b>44.18%</b>	<b>-1.55%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (971,918)</b>		<b>\$ (82,799)</b>	<b>\$ (94,361)</b>	<b>\$ (11,562)</b>	<b>\$ (344,843)</b>	<b>\$ (379,857)</b>	<b>\$ (35,014)</b>			

## Recreation - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Program Revenue	\$ 1,549,500	\$ 699,300	\$ 289,066	\$ 338,820	\$ 49,754	\$ 746,936	\$ 850,200	\$ 103,263	51.71%	54.87%	3.16%
<b>Total Revenue</b>	<b>\$ 1,549,500</b>	<b>\$ 699,300</b>	<b>\$ 289,066</b>	<b>\$ 338,820</b>	<b>\$ 49,754</b>	<b>746,936</b>	<b>\$ 850,200</b>	<b>\$ 103,263</b>	<b>51.71%</b>	<b>54.87%</b>	<b>3.16%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 1,912,817	\$ 1,185,517	\$ 136,859	\$ 293,362	\$ (156,503)	\$ 557,675	\$ 727,300	\$ (169,625)	32.98%	38.02%	5.05%
Personnel Benefits	\$ 315,006	\$ 135,849	\$ 33,422	\$ 47,650	\$ (14,228)	\$ 164,361	\$ 179,157	\$ (14,796)	41.39%	56.87%	15.48%
Supplies	\$ 296,350	\$ 126,697	\$ 43,011	\$ 50,952	\$ (7,941)	\$ 117,550	\$ 169,653	\$ (52,103)	43.82%	57.25%	13.43%
Services and Charges	\$ 1,271,737	\$ 797,864	\$ 67,751	\$ 106,481	\$ (38,729)	\$ 447,624	\$ 473,873	\$ (26,249)	35.75%	37.26%	1.51%
Interfund Payments	\$ 16,950	\$ 5,503			\$ -	\$ 11,447	\$ 11,447	\$ -	67.5%	67.5%	
<b>Subtotal Op. Expense</b>	<b>\$ 3,812,860</b>	<b>\$ 2,251,429</b>	<b>\$ 281,044</b>	<b>\$ 498,445</b>	<b>\$ (217,401)</b>	<b>1,298,658</b>	<b>\$ 1,561,431</b>	<b>\$ (262,773)</b>	<b>35.82%</b>	<b>40.95%</b>	<b>5.13%</b>
Transfers Out	-	-	-	-	\$ -	-	-	\$ -			
<b>Total Expenditures</b>	<b>\$ 3,812,860</b>	<b>\$ 2,251,429</b>	<b>\$ 281,044</b>	<b>\$ 498,445</b>	<b>\$ (217,401)</b>	<b>1,298,658</b>	<b>\$ 1,561,431</b>	<b>\$ (262,773)</b>	<b>35.82%</b>	<b>40.95%</b>	<b>5.13%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (2,263,360)</b>		<b>\$ 8,023</b>	<b>\$ (159,625)</b>	<b>\$ (167,647)</b>	<b>\$ (551,722)</b>	<b>\$ (711,231)</b>	<b>\$ (159,509)</b>			

## Riverfront Park - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Program Revenue	\$ 3,766,354	\$ 2,403,171	\$ 325,803	\$ 333,425	\$ 7,621	\$ 1,243,420	\$ 1,363,183	\$ 119,764	33.61%	36.19%	2.59%
<b>Total Revenue</b>	<b>\$ 3,766,354</b>	<b>\$ 2,403,171</b>	<b>\$ 325,803</b>	<b>\$ 333,425</b>	<b>\$ 7,621</b>	<b>\$ 1,243,420</b>	<b>\$ 1,363,183</b>	<b>\$ 119,764</b>	33.61%	36.19%	2.59%
<b>Expenditures</b>											
Salaries and Wages	\$ 2,627,590	\$ 1,565,166	\$ 148,281	\$ 273,386	\$ (125,105)	\$ 758,644	\$ 1,062,424	\$ (303,780)	33.93%	40.43%	6.50%
Personnel Benefits	\$ 618,472	\$ 314,424	\$ 45,363	\$ 65,091	\$ (19,729)	\$ 234,294	\$ 304,048	\$ (69,755)	33.63%	49.16%	15.54%
Supplies	\$ 446,000	\$ 268,728	\$ 39,509	\$ 44,675	\$ (5,167)	\$ 147,675	\$ 177,272	\$ (29,598)	32.87%	39.75%	6.88%
Services and Charges	\$ 1,043,526	\$ 598,425	\$ 48,558	\$ 71,157	\$ (22,599)	\$ 304,543	\$ 445,101	\$ (140,559)	33.72%	42.65%	8.93%
Interfund Payments	\$ 20,000	\$ 20,000	\$ -		\$ -			\$ -			
<b>Subtotal Op. Expense</b>	<b>\$ 4,755,588</b>	<b>\$ 2,766,742</b>	<b>\$ 281,710</b>	<b>\$ 454,310</b>	<b>\$ (172,599)</b>	<b>\$ 1,445,155</b>	<b>\$ 1,988,846</b>	<b>\$ (543,691)</b>	33.57%	41.82%	8.25%
Transfers Out	\$ 237,027	\$ 118,279	\$ 118,746	\$ 118,748	\$ (2)	\$ 118,746	\$ 118,748	\$ (2)	50.1%	50.1%	0.00%
<b>Total Expenditures</b>	<b>\$ 4,992,615</b>	<b>\$ 2,885,020</b>	<b>\$ 400,457</b>	<b>\$ 573,058</b>	<b>\$ (172,601)</b>	<b>\$ 1,563,901</b>	<b>\$ 2,107,594</b>	<b>\$ (543,693)</b>	34.43%	42.21%	7.78%
<b>Net Gain/(Loss)</b>	<b>\$ (1,226,261)</b>		<b>\$ (74,654)</b>	<b>\$ (239,633)</b>	<b>\$ (164,980)</b>	<b>\$ (320,482)</b>	<b>\$ (744,411)</b>	<b>\$ (423,929)</b>			

## Park Operations - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Program Revenue	\$ 200,430	\$ 146,466	\$ 16,711	\$ 21,980	\$ 5,269	\$ 32,956	\$ 53,964	\$ 21,008	16.44%	26.92%	10.48%
<b>Total Revenue</b>	<b>\$ 200,430</b>	<b>\$ 146,466</b>	<b>\$ 16,711</b>	<b>\$ 21,980</b>	<b>\$ 5,269</b>	<b>\$ 32,956</b>	<b>\$ 53,964</b>	<b>\$ 21,008</b>	<b>16.44%</b>	<b>26.92%</b>	<b>10.48%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 3,127,092	\$ 1,985,349	\$ 219,638	\$ 347,021	\$ (127,383)	\$ 953,321	\$ 1,141,743	\$ (188,421)	33.30%	36.51%	3.21%
Personnel Benefits	\$ 813,050	\$ 437,438	\$ 73,724	\$ 90,678	\$ (16,954)	\$ 344,436	\$ 375,612	\$ (31,176)	37.72%	46.20%	8.48%
Supplies	\$ 190,800	\$ 94,016	\$ 13,239	\$ 24,903	\$ (11,664)	\$ 132,215	\$ 96,784	\$ 35,431	73.66%	50.73%	-22.93%
Services and Charges	\$ 1,176,006	\$ 704,380	\$ 68,823	\$ 103,564	\$ (34,742)	\$ 342,541	\$ 471,626	\$ (129,085)	29.39%	40.10%	10.71%
Interfund Payments	\$ -	\$ -			\$ -	\$ 37	\$ -	\$ 37			
<b>Subtotal Op. Expense</b>	<b>\$ 5,306,948</b>	<b>\$ 3,221,183</b>	<b>\$ 375,424</b>	<b>\$ 566,166</b>	<b>\$ (190,743)</b>	<b>\$ 1,772,551</b>	<b>\$ 2,085,764</b>	<b>\$ (313,213)</b>	<b>34.61%</b>	<b>39.30%</b>	<b>4.69%</b>
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Total Expenditures</b>	<b>\$ 5,306,948</b>	<b>\$ 3,221,183</b>	<b>\$ 375,424</b>	<b>\$ 566,166</b>	<b>\$ (190,743)</b>	<b>\$ 1,772,551</b>	<b>\$ 2,085,764</b>	<b>\$ (313,213)</b>	<b>33.12%</b>	<b>39.30%</b>	<b>6.18%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (5,106,518)</b>		<b>\$ (358,713)</b>	<b>\$ (544,187)</b>	<b>\$ (185,474)</b>	<b>\$ (1,739,595)</b>	<b>\$ (2,031,801)</b>	<b>\$ (292,206)</b>			

## Administration - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Program Revenue	\$ 139,500	\$ (435,340)	\$ 11,296	\$ 875	\$ (10,421)	\$ 589,432	\$ 574,840	\$ (14,593)	422.53%	412.07%	-10.46%
Operating Transfers	\$ 17,486,439	\$ 8,810,262	\$ 1,295,502	\$ 2,124,786	\$ 829,284	\$ 7,773,012	\$ 8,676,177	\$ 903,165	44.89%	49.62%	4.73%
<b>Total Revenue</b>	<b>\$ 17,625,939</b>	<b>\$ 8,374,923</b>	<b>\$ 1,306,798</b>	<b>\$ 2,125,661</b>	<b>\$ 818,863</b>	<b>\$ 8,362,444</b>	<b>\$ 9,251,016</b>	<b>\$ 888,572</b>	<b>47.91%</b>	<b>52.49%</b>	<b>4.58%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 2,626,636	\$ 1,433,636	\$ 163,534	\$ 283,830	\$ (120,296)	\$ 955,250	\$ 1,193,000	\$ (237,750)	40.96%	45.42%	4.46%
Personnel Benefits	\$ 830,421	\$ 447,481	\$ 58,878	\$ 80,732	\$ (21,853)	\$ 352,560	\$ 382,940	\$ (30,380)	42.16%	46.11%	3.96%
Supplies	\$ 168,800	\$ 80,632	\$ 2,504	\$ 5,896	\$ (3,392)	\$ 69,602	\$ 88,168	\$ (18,566)	40.75%	52.23%	11.48%
Services and Charges	\$ 880,859	\$ 411,528	\$ 55,797	\$ 86,079	\$ (30,282)	\$ 352,816	\$ 469,331	\$ (116,515)	50.87%	53.28%	2.41%
Interfund Services	\$ 2,851,791	\$ 1,463,553	\$ 195,341	\$ 220,147	\$ (24,806)	\$ 1,290,660	\$ 1,388,238	\$ (97,577)	49.19%	48.68%	-0.51%
<b>Subtotal Op. Expense</b>	<b>\$ 7,358,507</b>	<b>\$ 3,836,830</b>	<b>\$ 476,055</b>	<b>\$ 676,684</b>	<b>\$ (200,629)</b>	<b>\$ 3,020,888</b>	<b>\$ 3,521,677</b>	<b>\$ (500,789)</b>	<b>45.38%</b>	<b>47.86%</b>	<b>2.48%</b>
Transfers Out/Capital Outlay	\$ 803,795	\$ 318,407	\$ 81,007	\$ 227,137	\$ (146,131)	\$ 1,480,169	\$ 485,388	\$ 994,781	2751.60%	60.39%	-2691.21%
<b>Total Expenditures</b>	<b>\$ 8,162,302</b>	<b>\$ 4,155,237</b>	<b>\$ 557,061</b>	<b>\$ 903,822</b>	<b>\$ (346,760)</b>	<b>\$ 4,501,057</b>	<b>\$ 4,007,065</b>	<b>\$ 493,992</b>	<b>67.07%</b>	<b>49.09%</b>	<b>-17.98%</b>
<b>Net Gain/(Loss)</b>	<b>\$ 9,463,637</b>		<b>\$ 749,736</b>	<b>\$ 1,221,840</b>	<b>\$ (472,103)</b>	<b>\$ 3,861,388</b>	<b>\$ 5,243,951</b>	<b>\$ 1,382,563</b>			

## Parks Fund - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Operating Revenue</b>											
Program Revenue	\$ 5,746,784	\$ 2,839,105	\$ 653,003	\$ 717,729	\$ 64,725	\$ 2,677,731	\$ 2,907,679	\$ 229,948	48.03%	50.60%	2.57%
Operating Transfers	\$ 17,552,439	\$ 8,810,262	\$ 1,295,502	\$ 2,124,786	\$ 829,284	\$ 7,839,012	\$ 8,742,177	\$ 903,165	45.10%	49.81%	4.71%
Grant Revenue	\$ 10,000	\$ -	\$ -			\$ -	\$ -				
<b>Total Operating Revenue</b>	<b>\$ 23,309,223</b>	<b>\$ 11,659,367</b>	<b>\$ 1,948,505</b>	<b>\$ 2,842,515</b>	<b>\$ 894,009</b>	<b>\$ 10,516,743</b>	<b>\$ 11,649,856</b>	<b>\$ 1,133,113</b>	<b>45.8%</b>	<b>50.0%</b>	<b>4.19%</b>
<b>Operating Expenses</b>											
Salaries and Wages	\$ 10,943,316	\$ 6,520,075	\$ 712,788	\$ 1,272,206	\$ (559,418)	\$ 3,492,483	\$ 4,423,241	\$ (930,758)	36.04%	40.42%	4.38%
Personnel Benefits	\$ 2,780,702	\$ 1,433,995	\$ 227,507	\$ 306,050	\$ (78,543)	\$ 1,191,567	\$ 1,346,707	\$ (155,140)	39.15%	48.43%	9.29%
Supplies	\$ 1,137,550	\$ 580,309	\$ 100,595	\$ 129,977	\$ (29,382)	\$ 499,546	\$ 557,241	\$ (57,695)	45.48%	48.99%	3.51%
Services and Charges	\$ 4,599,512	\$ 2,637,089	\$ 272,006	\$ 384,737	\$ (112,731)	\$ 1,541,874	\$ 1,962,423	\$ (420,550)	36.36%	42.67%	6.31%
Interfund Payments	\$ 2,911,741	\$ 1,501,256	\$ 195,341	\$ 221,530	\$ (26,188)	\$ 1,303,166	\$ 1,410,485	\$ (107,319)	48.51%	48.44%	-0.07%
<b>Total Operating Expenses</b>	<b>\$ 22,372,820</b>	<b>\$ 12,672,723</b>	<b>\$ 1,508,238</b>	<b>\$ 2,314,499</b>	<b>\$ (806,261)</b>	<b>\$ 8,028,635</b>	<b>\$ 9,700,097</b>	<b>\$ (1,671,462)</b>	<b>38.68%</b>	<b>43.36%</b>	<b>4.68%</b>
<b>Net Operating Income (Loss)</b>	<b>\$ 936,403</b>	<b>\$ (1,013,356)</b>	<b>\$ 440,267</b>	<b>\$ 528,016</b>	<b>\$ 87,748</b>	<b>\$ 2,488,108</b>	<b>\$ 1,949,759</b>	<b>\$ (538,349)</b>	<b>7.11%</b>	<b>6.62%</b>	<b>-0.49%</b>
<b>Other Financial Activity</b>											
Capital Outlay	\$ -	\$ (8,438)	\$ 54,057	\$ 187	\$ 53,869	\$ 153,219	\$ 8,438	\$ 144,781	15.32%	N/A	N/A
Transfers Out	\$ 1,040,822	\$ 445,123	\$ 145,696	\$ 345,699	\$ (200,002)	\$ 1,445,696	\$ 595,699	\$ 849,998	277.58%	57.23%	-220.35%
Budget Reserve	\$ 150,000										
<b>Total Other Activity</b>	<b>\$ 1,190,822</b>	<b>\$ 436,686</b>	<b>\$ 199,753</b>	<b>\$ 345,886</b>	<b>\$ (146,133)</b>	<b>\$ 1,598,915</b>	<b>\$ 604,136</b>	<b>\$ 994,779</b>	<b>84.12%</b>	<b>50.73%</b>	<b>-33.38%</b>
<b>Total Expenditures</b>	<b>\$ 23,563,642</b>		<b>\$ 1,707,991</b>	<b>\$ 2,660,385</b>	<b>\$ (952,394)</b>	<b>\$ 9,627,550</b>	<b>\$ 10,304,234</b>	<b>\$ (676,683)</b>	<b>42.49%</b>	<b>43.73%</b>	<b>1.24%</b>
<b>Net Gain/(Loss)</b>	<b>\$ (254,419)</b>		<b>\$ 240,514</b>	<b>\$ 182,130</b>	<b>\$ (58,384)</b>	<b>\$ 889,193</b>	<b>\$ 1,345,622</b>	<b>\$ 456,429</b>			

<b>Beginning Fund Balance</b>	<b>\$ 3,624,391</b>
5% Reserve Requirement	\$ (1,228,182)
Revenue Stabilization Reserve	\$ (400,000)
Reserve for Special Projects	\$ (252,175)
<b>Beginning Reserves</b>	<b>\$ 1,744,034</b>
YTD Net Revenue (Expense)	\$ 1,345,622
<b>Ending Fund Balance</b>	<b>\$ 3,089,656</b>

## Golf Fund - June 2023



	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Program Revenue	\$ 4,300,901	\$ 1,617,258	\$ 682,556	\$ 946,551	\$ 263,994	\$ 2,302,291	\$ 2,683,643	\$ 381,352	58.96%	62.40%	3.44%
Pre-Sale Revenue		\$ (174,793)	\$ -		\$ -	179,426	174,793	\$ (4,633)			
Facility Improvement Fee	\$ -		\$ (104,900)	\$ (143,341)	\$ (38,440)	\$ (356,924)	\$ (411,510)	\$ (54,586)			
Other Transfers-In	\$ -	\$ (26,950)	\$ 26,950		\$ (26,950)	\$ 26,950	\$ 26,950	\$ -			
<b>Total Revenue</b>	<b>\$ 4,300,901</b>	<b>\$ (1,827,025)</b>	<b>\$ 604,606</b>	<b>\$ 803,210</b>	<b>\$ 198,604</b>	<b>\$ 2,151,743</b>	<b>\$ 2,473,876</b>	<b>\$ 322,133</b>	<b>55.10%</b>	<b>57.52%</b>	<b>2.42%</b>
<b>Expenditures</b>											
Salaries and Wages	\$ 1,791,522	\$ 778,079	\$ 124,903	\$ 223,437	\$ (98,534)	\$ 518,319	\$ 642,998	\$ (124,679)	36.47%	45.25%	8.77%
Personnel Benefits	\$ 323,037	\$ 158,729	\$ 39,815	\$ 56,474	\$ (16,659)	\$ 188,498	\$ 201,998	\$ (13,500)	52.25%	56.00%	3.74%
Supplies	\$ 410,750	\$ 130,079	\$ 52,083	\$ 81,448	\$ (29,365)	\$ 184,939	\$ 214,941	\$ (30,002)	53.60%	62.30%	8.70%
Services and Charges	\$ 1,053,068	\$ 688,636	\$ 67,654	\$ 127,358	\$ (59,704)	\$ 264,078	\$ 323,540	\$ (59,463)	26.09%	31.96%	5.87%
Interfund Payments	\$ 297,677	\$ 126,230	\$ 22,838	\$ 21,524	\$ 1,314	\$ 133,948	\$ 141,357	\$ (7,410)	50.06%	52.83%	2.77%
<b>Subtotal Op. Expense</b>	<b>\$ 3,876,054</b>	<b>\$ 2,351,220</b>	<b>\$ 307,292</b>	<b>\$ 510,241</b>	<b>\$ (202,949)</b>	<b>\$ 1,289,780</b>	<b>\$ 1,524,834</b>	<b>\$ (235,054)</b>	<b>37.86%</b>	<b>39.34%</b>	<b>1.48%</b>
Capital Outlay	\$ 410,000	\$ (11,329)		\$ 2,142	\$ (2,142)	\$ 11,867	\$ 421,329	\$ (409,462)	3.28%	102.76%	99.49%
Transfers Out		\$ -	\$ 26,950		\$ 26,950	\$ 26,950		\$ 26,950	20.73%		-20.73%
<b>Total Expenditures</b>	<b>\$ 4,286,054</b>	<b>\$ 2,339,891</b>	<b>\$ 334,242</b>	<b>\$ 512,383</b>	<b>\$ (178,141)</b>	<b>\$ 1,328,597</b>	<b>\$ 1,946,163</b>	<b>\$ 617,566</b>	<b>34.08%</b>	<b>45.41%</b>	<b>11.33%</b>
<b>Net Gain/(Loss)</b>	<b>\$ 14,847</b>		<b>\$ 270,364</b>	<b>\$ 290,827</b>	<b>\$ 20,463</b>	<b>\$ 823,145</b>	<b>\$ 527,712</b>	<b>\$ (295,433)</b>			

<b>* Beginning Fund Balance</b>	<b>\$ 316,004</b>
Less 7% Reserve	\$ (300,024)
<b>Beginning Year Reserves</b>	<b>\$ 15,980</b>
YTD Change in Cash	\$ 527,712
<b>YTD Available Cash</b>	<b>\$ 543,692</b>

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

## Facility Improvement Fee - June 2023



	2022 June Actual	2023 June Actual	2022-2023 Monthly Difference	2022 YTD Actual	2023 YTD Actual	2022-2023 Monthly Difference
<b>Revenue</b>	104,900	143,341	\$ 38,441	356,924	411,510	\$ 54,586
<b>Debt Service Payments:</b> June Payment = \$309,469 December Payment = \$308,666	267,918	309,469	\$ (41,551)	267,918	309,469	\$ (41,551)

<b>Beginning Fund Balance</b>	<b>\$ 2,004,790</b>
<b>YTD Revenues</b>	<b>\$ 411,510</b>
<b>YTD Debt Service Payments</b>	<b>\$ (309,469)</b>
<b>YTD Cash Balance</b>	<b>\$ 2,106,831</b>




## Grants and Capital - June 2023




	Adopted Budget 2023	2023 Adopted Budget Balance	2022 June Actual	2023 June 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
<b>Revenue</b>											
Grants Revenue	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -		\$ -	\$ -			
<b>Expenditures</b>											
Capital Outlay	\$ 1,000,000	\$ 991,562	\$ 54,057	\$ 187	\$ 53,869	\$ 153,219	\$ 8,438	\$ 144,781	15.3%	0.8%	-14.48%

## Capital Reserves and CIP - Fund 1950

January 1, 2023 - June 30, 2023

		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
<b>Undesignated</b>	General Operating	\$ 25,977	\$ 19	\$ 3,936	\$ 22,061		\$ 22,061
<b>Designated</b>	Capital and Other Designated Reserves	\$ 1,020,913	\$ 200	\$ 94,755	\$ 926,358	\$ 113,305	\$ 813,054
	CIP Projects	\$ 2,048,834	\$ 1,270,627	\$ 1,190,992	\$ 2,128,469	\$ 1,865,805	\$ 262,664
<b>Restricted</b>	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	\$ -	\$ 187,501	\$ 206,799	\$ 215,865	\$ (9,066)
<b>Total</b>		<b>\$ 3,689,805</b>	<b>\$ 1,270,846</b>	<b>\$ 1,477,182.99</b>	<b>\$ 3,483,468</b>	<b>\$ 2,194,975</b>	<b>\$ 1,288,493</b>

## Capital and Other Reserves

		January 1, 2023 - June 30, 2023					
		BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
	Specialized Fleet	\$ 381,096	\$ -	\$ -	\$ 381,096	\$ 92,975	\$ 288,121
	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	\$ 42,145	\$ 33,895	\$ 4,257	\$ 29,638
	Ops Capital Reserve	\$ 83,242	\$ -	\$ 34,461	\$ 48,781	\$ 2,014	\$ 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
<b>Total</b>		<b>\$ 1,020,913</b>	<b>\$ 200</b>	<b>\$ 94,755</b>	<b>\$ 926,358</b>	<b>\$ 113,305</b>	<b>\$ 813,054</b>



### 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
AM Cannon/Logan Peace Parks Playground			\$ -	\$ 13,887	\$ 71,294	\$ 85,180	\$ (85,180.42)
Susie's Trail (18-30)	\$ 93,593		\$ 93,593	\$ -	\$ 93,593	\$ 93,593	\$ -
Liberty Park Improvements, Library Fund	\$ 223,146	\$ 84,594	\$ 307,740	\$ 46,993	\$ 141,970	\$ 188,963	\$ 118,777.00
North Suspension Bridge, Arterial Street Fund	\$ 91,230		\$ 91,230	\$ -	\$ 91,230	\$ 91,230	\$ -
South Suspension Bridge	\$ 20,249	\$ 473,933	\$ 494,182	\$ 917,112	\$ 1,341,051	\$ 2,258,163	\$ (1,763,981.45)
2022 ARPA Deferred Capital Projects	\$ 750,000	\$ (44,934)	\$ 705,066	\$ 1,425	\$ 23,230	\$ 24,655	\$ 680,410.57
Make Beacon Hill Public, Phase 2, County		\$ 305,000	\$ 305,000	\$ 17,490		\$ 17,490	\$ 287,510.50
Peaceful Valley Neighborhood			\$ -	\$ -		\$ -	\$ -
Franklin Park Irrigation		\$ 65,582	\$ 65,582	\$ 65,241	\$ 341	\$ 65,582	\$ -
Ops Playground Replacements (Wildhorse)		\$ 18,370	\$ 18,370	\$ 17,570	\$ 800	\$ 18,370	\$ -
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)	\$ -	\$ -	\$ -	\$ (1,250.00)
Don Kardong Bridge	\$ 278,856		\$ 278,856	\$ 99,415	\$ 83,592	\$ 183,006	\$ 95,849.42
City-Wide Dog Park	\$ 440		\$ 440	\$ 11,860	\$ 11,020	\$ 22,880	\$ (22,439.90)
6-year CIP Capital Projects	\$ 42,559	\$ 366,049	\$ 408,608	\$ -		\$ -	\$ 408,607.64
Net Deficit from PY projects	\$ 7,686		\$ 7,686	\$ -	\$ 7,686	\$ 7,686	\$ -
<b>Total</b>	<b>\$ 2,048,834</b>	<b>\$ 1,270,627</b>	<b>\$ 3,319,461</b>	<b>\$ 1,190,992</b>	<b>\$ 1,865,805</b>	<b>\$ 3,056,797</b>	<b>\$ 262,664</b>

### Non-Capital and Maintenance Reserves - Fund 1400



January 1, 2023 - June 30, 2023

	Beginning Balance	Revenues	Expenditures	Ending Cash/Fund Balance	Outstanding Encumbrances	Remaining Balance
Conservation Futures	\$ 125,844	\$ -	\$ 25,183	\$ 100,661	\$ 15,000	\$ 85,661
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	\$ 2,018	\$ 18,415	\$ 10,477		\$ 10,477
Corbin Art Center maintenance reserve		\$ 5,664	\$ -	\$ 5,664		\$ 5,664
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	\$ -	\$ -	\$ 75,702		\$ 75,702
<b>Total</b>		<b>\$ 7,682</b>	<b>\$ 43,598</b>	<b>\$ 267,175</b>	<b>\$ 15,000</b>	<b>\$ 252,175</b>