



## **Special Meeting of the Spokane Park Board Finance Committee**

Tuesday, July 11, 2017, 3:00 p.m. – 5:00 p.m.

**City Hall Conference Room 2B**

808 W. Spokane Falls Blvd., Spokane, Washington  
Mark Buening – Parks & Recreation Finance/Budget Director

Kelley, Ross – Chairperson  
Sumner, Nick  
Gilman, Greta  
Salvatori, Steve  
Fagan, Mike – Council Liaison

A special meeting of the City of Spokane Park Board Finance Committee will be held at 3:00 p.m. on Tuesday, **July 11, 2017**, City Hall Conference Room 2B, second floor, City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington. The Conference Room 2B call-in number is (509) 625-6019. Please use only after prior arrangements have been made with the Committee Chairperson.

The meeting will be conducted in a standing committee format for the Finance Committee of the City of Spokane Park Board. Because a quorum of the Park Board may be present, the standing committee meeting will be conducted as a committee of the whole board.

The meeting will be open to the public, with the possibility of moving into executive session only with the members of the Park Board and appropriate staff. Discussion will be limited to appropriate officials and staff. Public testimony may be taken at the discretion of the committee chair.

## **Agenda**

### **Action Items:**

1. List of potential items to be funded by excess fund balance ~ *Mark Buening*
2. 2018 Budget Calendar ~ *Mark Buening*
3. 2018 Budget Guidelines ~ *Mark Buening*
4. Approval of low bid for the Byrne Park Restroom major repairs ~ *Garrett Jones*
5. Finch Arboretum Community Garden ~ *Angel Spell*
6. Approval of a 10-Year Refinancing of the Southside Senior Center mortgage with a SIP loan from City to Parks ~ *Mark Buening*

### **Discussion Items:**

1. Initial 2018 Budget Presentation

### **Standing Report Items:**

1. June Financials ~ *Mark Buening*
2. Information Technology Project Plan update ~ *Jason Conley*

### **Contract Items from Other Committees:**

1. Change Order for Peaceful Valley Futsal Court (\$26,975.71 plus tax)
2. Purchase Order for new Restroom Facility at Mission Park (\$116,529.52 plus tax)

3. Recreational Rink and SkyRide facility additional services/Stantec Architecture (\$1,430)
4. Howard Street Bridge South change order #5/T. LaRiviere (\$6,787.84)
5. Looff Carrousel change order #2/Walker Construction (\$2,545)

*Agenda Subject to Change*

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [jjackson@spokanecity.org](mailto:jjackson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

## SCOPE OF WORK

### 1. **PERFORMANCE.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Byrne Park Restroom Historic Restoration.

### 2. **ATTACHMENTS.**

Attached to this Bid and incorporated herein by reference are the following background documents:

- Byrne Park Restroom Historic Restoration Project Manual Specifications
- Byrne Park Restroom Historic Restoration Contract Document Drawings

### 2. **SCOPE OF WORK.**

#### BASE BID:

The Project consists of a historic restoration of a restroom/utility building in Byrne Park located at 125 E. Walton Avenue, Spokane, WA. The project involves removal and replacement of the existing roof wood structure, removal of basalt stone masonry for storage and reapplication. The existing unreinforced concrete walls will have damaged sections cut out and replaced with new reinforced concrete that is doweled into the existing walls. Existing toilet fixtures will be replaced with new. Other Work as indicated in the Contract Documents. The total building area is 504 square feet.

#### ALTERNATE 1:

Replace existing light fixtures and add new light fixtures. Replace hollow metal doors.

#### ALTERNATE 2:

Remove & replace existing irrigation pump and backflow in vault. Replace with new irrigation pump, new RP backflow & associated trenching, piping, electrical, appurtenances, and site repair.



## Finance Committee

### Agenda Action Item Fact Sheet

Meeting Date: July 11, 2017

Presented by: Angel Spell – Urban Forester

#### **Action Item (Language shall match the language on the agenda):**

A Memorandum of Understanding between City of Spokane Parks and Recreation and Associated Garden Clubs of Spokane; and Finch Arboretum Community Garden Rules.

#### **Action Item Description:**

Associated Garden Clubs of Spokane seeks to provide access to garden plots in the John A. Finch Arboretum and establish a vibrant community garden providing education on urban ecology and biodiversity through organic gardening and sustainable development and to promote healthy organic gardening and urban agriculture practices. City of Spokane Parks and Recreation Division wishes to make property available in the John A. Finch Arboretum for use under mutually agreeable guidelines as a community garden.

#### **Park Fund Budget Impact (Describe as budgeted or non-budgeted):**

N/A (budget neutral)

#### **Cumulative Reserve Fund or Other Budget Impact:**

N/A (budget neutral)

#### **Staff Recommendation:**

Approve Memorandum of Understanding and Community Garden Rules.

#### **Urgency for Approval (Describe impact if not approved):**

#### **Options for Not Approving:**

Signed:

A blue ink signature of Angel Spell.

Angel Spell

## Finch Arboretum Community Garden Proposal

### **Goal:**

Establish a vibrant community garden in the Finch Arboretum.

### **Overview:**

Residents in the neighborhood near the Finch Arboretum would like to start a community garden: There are 15 families that are interested who attended an information and planning meeting on March 11, 2017. As well, the West Hills Neighborhoods Council has already given their consent and support.

### **Proposal:**

In order to facilitate ease of care, to allow ease of demobilization of garden, and in keeping with the aesthetics of the Arboretum we would like to create a natural grade community garden in the footprint of a former garden-bed which is approximately 60 feet by 15 feet and sits approximately 100 feet south of the Finch Arboretum parking lot. See attachment. If the need arises (ie. more community involvement) Kasey Burke, the director of the Finch Arboretum, has agreed to expand the garden plot to the south.

Those interested in utilizing the community garden will agree to the following:

1. Neither the City of Spokane nor the Parks and Recreation Department of the City of Spokane, or any agents working for the above mentioned entities will be held liable for any injuries or damages caused to a person or that person's property or any property lost while working in the Finch Arboretum Community Garden.
2. In order to protect the fauna and wildlife of the Finch Arboretum, the community garden will be pesticide free.
3. Only non-genetically modified fruits and produce will allowed.
4. Participants will be asked to commit 1 to 2 hours a week of garden improvement/2nd Harvest plot upkeep
5. No fruits or vegetables grown will be sold for profit.
6. A Facebook page will facilitate clear communication between all participants. If members lacks a FB account, email will be sent out by the Garden Master. If members lacks an email, direct phone calls will be made to relay pertinent community garden information.
7. He or she is aware that the Finch Arboretum is host to many creatures including deer and moose who will help themselves to garden snacks.
8. Following the Finch Arboretums practice of labeling trees and plants, participants are asked to label their crops for the education of garden visitors.

9. In keeping with the ideal that "a man or woman who has planted a garden feels he or she has done something for the good of the whole world" the participants of the community garden are asked to show grace and believe in the goodwill of others when communicating or interacting with fellow community garden members or with community members in general who happen to visit the community garden and without question the staff of and representatives of the Finch Arboretum.

### **Steps Involved**

#### **1. Proof of concept**

1. Created an informal community garden last year with five participants.
2. Verified interest for this year: Conducted a community garden information meeting on March 11th, ten neighbors participated.
3. 15 families signed up to participate in the Finch Arboretum Community Garden for 2017.

#### **2. Approvals**

1. West Hills Neighborhoods council has given their blessing.
2. Pending: Finch Arboretum Community Garden Proposal by acceptance by Parks Department and Community Garden Committee.
3. Prep community garden location, fertilize with organic material and till.
4. Community garden members select plots which are clearly delineated with natural material.
5. Members will meet three times during the growing season to confer and address any issues raised.
6. A concluding meeting will be held to review the Finch Arboretum Community Garden and discuss both positives and negatives for the following year.

### **Benefits**

Other than providing participating community members garden space and an expanded sense of community, there are three primary benefits for creating the Finch Arboretum Community Garden:

1. As a park that is primarily designed to educate about native and non-native trees and plants and how they grow and propagate, a well labeled community garden will educate Finch Arboretum visitors about vegetables and fruits which grow well in this region. And as visitors return, they will see these garden plants grow into mature and bearing plants. The community garden becomes a great learning venue.

2. The Finch Arboretum Community garden is to be pesticide free. By utilizing a number of organic methods to combat both insects and pests it is the hope of garden members that they can show ways to garden pesticide-free as well as promote positive insects and help provide nectar for area honey bees.
3. Gardening transcends ethnicity, sexual orientation, gender, and to some extent socioeconomic levels. Those who attended the information meeting were very excited about the prospect of gardening, and they were just as excited about meeting others from the neighborhood who shared a common interest. This is not to say that the Finch Arboretum Community Garden will bring about world peace, but it is safe to say that a feeling of community will grow with the garden.







City Clerk's No. \_\_\_\_\_

**City of Spokane Parks and Recreation**  
**Division**

**Memorandum of Understanding between  
Associated Garden Clubs of Spokane and the City  
of Spokane Parks and Recreation Division**

This Memorandum of Understanding (MOU) is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **Associated Garden Clubs of Spokane**, whose address is P.O Box 8363, Spokane, Washington, 99203 as ("Associated Garden Clubs of Spokane"). Hereafter individually referenced as a "party", and together as the "parties".

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and responsibilities contained herein, the City and Associated Garden Clubs of Spokane mutually agree as follows:*

WHEREAS, Associated Garden Clubs of Spokane seeks to provide access to garden plots in the John A. Finch Arboretum and establish a vibrant community garden providing education on urban ecology and biodiversity through organic gardening and sustainable development and to promote healthy organic gardening and urban agriculture practices, and

WHEREAS, the City of Spokane Parks and Recreation Division wishes to make property ("Premises") available in the John A. Finch Arboretum (Premises location: south of the parking lot, west of F St, see site plan attached hereto) for use under mutually agreeable guidelines as a community garden, and

WHEREAS, Neighborhood Project Coordinator Steven Swanson will be the Garden Master to administer the day to day operation of the Finch Arboretum Community Garden, with technical support provided by Pat Munts, Urban Horticulture Extension Coordinator of WSU Spokane County Extension. (Accept applications and assign plots for neighborhood residents; coordinate design, construction, planting and on-going maintenance of the garden plots; host informational meetings, prepare reports etc.)

WHEREAS, Associated Garden Clubs of Spokane wishes to act as the fiscal agent for the Finch Arboretum Community Garden, and

WHEREAS, the aforementioned is a 501(c)3 non-profit organization recognized by the City of Spokane as able to receive and disperse funds, and

WHEREAS, the Finch Arboretum Community Garden site is to be located on Spokane Parks and



Recreation property intended for use as public gardens and education.

-- Now Therefore, Associated Garden Clubs of Spokane seeks the Spokane Parks and Recreation Division approval of the Premises for the sole purpose of gardening in the planting bed approximately sixty (60) feet by fifteen (15) feet south of the parking lot, west of F St, in the John A. Finch Arboretum as identified in the attached site plan.

## **1. TERM OF MOU.**

The term of this MOU shall be for an initial term of three (3) years with an option for a two (2) year renewal upon mutual agreement of the parties.

## **2. RESPONSIBILITIES OF ASSOCIATED GARDEN CLUBS OF SPOKANE.**

- A. No structures will be built in the Garden Premises unless they are identified on the site plan or approved by the Spokane Parks and Recreation Director.
- B. Spokane Parks and Recreation staff shall have full access to any locked storage or other approved structures.
- C. The water supply will remain active between April 1st and October 1st of each year unless approved otherwise by the Parks and Recreation Director.
- D. The Spokane Parks and Recreation Division will not allow the use of non-organic chemical fertilizers, herbicides, or pesticide products in the garden area.
- E. Any new fresh organic material or compost shall be tilled within the same day of delivery.
- F. If the garden area fails to meet a reasonable level of upkeep as determined by the Spokane Parks and Recreation Division, the division reserves the right, after one (1) written notice to the Garden Master, to remove offensive elements from its property without prior notice.
- G. The Garden area Premises will be returned to the pre garden construction conditions at the expense of the fiscal agent within one (1) year if the Garden is closed for any reason.
- H. Associated Garden Clubs of Spokane shall name a Garden Master each year. The Garden Master shall meet with the Urban Forester or their designee at least once per year to discuss the operation of the Garden. The Garden Master will meet with the users of the Garden once per year to discuss the Garden rules.
- I. The attached Community Garden rules shall be posted (according to Spokane Parks and Recreation sign standards) at the Garden site at all times.

- J. Associated Garden Clubs of Spokane has entered into the following MOU regarding the operation of Finch Arboretum Community Garden.

### **3. RESPONSIBILITIES OF FISCAL AGENT OF ASSOCIATED GARDEN CLUBS OF SPOKANE.**

- A. Associated Garden Clubs of Spokane agrees to act as fiscal agent for Finch Arboretum Community Garden program for a period of three (3) years from the date of this MOU.
- B. Associated Garden Clubs of Spokane agrees to maintain records and documentation of all financial transactions according to generally accepted accounting and control procedures and all applicable laws and regulations and to follow all accounting policies and procedures. Spokane Parks and Recreation reserves the right to inspect those documents.
- C. Associated Garden Clubs of Spokane agrees that none of the activity undertaken by the organization will be in conflict with any local, state, and federal regulations.
- D. This MOU may be cancelled by either party with thirty (30) days notice to the other party.
- E. For whatever reason, the garden is not properly maintained; the fiscal agent will be responsible for returning the Premises to its original condition.
- F. This MOU must have an attached site plan and Rules of the Garden. The Parks and Recreation Director from time to time may amend the site plan at his or her discretion in coordination with the fiscal agent.

### **4. INDEMNIFICATION.**

Associated Garden Clubs of Spokane shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of Associated Garden Clubs of Spokane performance of this MOU, except to the extent of those claims arising from the negligence of the CITY, its officers and employees.

### **5. INDEPENDENT CONSULTANT.**

Associated Garden Clubs of Spokane is an independent Contractor. This MOU does not intend Associated Garden Clubs of Spokane to act as a CITY employee. The CITY has neither direct nor immediate control over Associated Garden Clubs of Spokane nor the right to control the manner or means by which the Associated Garden Clubs of Spokane works. Neither Associated Garden Clubs of Spokane nor any of its employee shall be an employee of the CITY. This MOU prohibits Associated Garden Clubs of Spokane to act as an agent or legal representative of the CITY. Associated Garden Clubs of Spokane is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the CITY, or to bind the CITY. The CITY is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax

that may arise from employment. Associated Garden Clubs of Spokane shall pay all income and other taxes as due.

**6. ANTI KICK-BACK.**

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

**7. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This MOU may be modified by the CITY in writing when necessary, and no modification or Amendment of this MOU shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. This MOU shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- C. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- D. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition.
- E. Associated Garden Clubs of Spokane, at no expense to the CITY, shall comply with all laws of the United States and Washington, the Charter and ordinances of the CITY of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers applicable to the subject matter of this MOU.

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 MOU by having legally-binding representatives affix their signatures below.

Agreed to by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**Spokane Parks and Recreation Division**

**Associated Garden Clubs of Spokane**

By: \_\_\_\_\_

By: \_\_\_\_\_

Leroy Eadie, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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

Attest:

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

**Spokane Parks and Recreation Division**  
**Finch Arboretum Community Garden Rules**

1. The Garden Master is Steven Swanson.
2. These rules must be posted on site at all times.
3. SPRD will turn on the water by April 1st and turn off the water by October 1st of each year.
4. The Garden shall be cleaned up and winterized by November 1st of each year and have no standing plant material beyond that date.
5. There will be no stockpiling or composting of any material that is brought from outside the Garden.
6. All watering shall be done by hand with no use of sprinklers.
7. No improvements will be allowed that are not a part of the approved site plan.
8. Temporary plant support structures are permitted as long as they are no taller than 6' above the grade of the Garden pathways.
9. All weather protection structures shall be approved by the Garden Master and shall be not taller than the approved perimeter fence.
10. Gardeners must register with the Garden Master and Registrar for the neighborhood in question in order to be assigned a plot in the garden. Fees are set on an annual basis to cover costs of operating the garden.
11. Each gardener must apply each year for a plot; returning gardeners will be given first preference and permitted to keep the same plot. After three weeks, unreserved plots will be made available to new gardeners.
12. The number of plots per gardener may be limited according to demand.
13. Handicapped accessible garden plots may be given to able bodied gardeners only if they are not being used. Should a request be made by a disabled gardener, that plot will be reassigned to the disabled gardener at the beginning of the growing season.
14. Herbicides, pesticides and chemical fertilizers are not permitted to be used in the garden.
15. Any new fresh organic material or compost shall be tilled within the same day of delivery.
16. No invasive species shall be introduced and will be monitored by the Garden Master.
17. Gardeners are responsible for keeping their plots weeded, tended and for keeping the area around their plots neat including edging around the raised bed. The plot must be cleared at the end of each growing season.
18. All garden walkways or pathways shall be kept clean and maintained with material identified in the site plan or the specifications list.
19. If you are unable to care for your plot for a time because of illness or vacation, ask a fellow gardener to help with weeding and harvesting.
20. Gardening must be contained within the defined space and plants are not allowed to invade walkways, plots assigned to other gardeners, or the fence surrounding the garden. Tall plants should be located at the center of the plot so they do not shade neighboring garden plots.

21. Garden plots may not be re-configured in any way. Plot numbers must be left in place.
22. Only untreated, wooden stakes for plants may be introduced into the garden. Plots may not be used for storage or wood scraps, household items or tools.
23. Water buckets must be emptied daily; no open containers of water are allowed in the garden by restriction of the Spokane Regional Health District.
24. Children under 12 must be accompanied by an adult at all times.
25. Park Hours and Rules must be observed.
26. Smoking is not allowed in or around the garden area.
27. Do not leave hoses running unattended and be mindful of others needs to water.
28. Tools may not be left in the garden.
29. No pets are allowed in the garden area except service dogs that must be leashed at all times.
30. No garbage service is provided so you must haul out any garbage.
31. Gardeners are expected to give volunteer hours each season for communal garden chores such as mowing, fall clean-up, and spring clean-up.
32. Two warnings will be issued for plots that are overgrown or otherwise not in compliance with garden rules. Failure to correct the violation within one week of notification will result in loss of garden privileges and re-assignment of your space without refund.
33. BE A GOOD NEIGHBOR to your fellow gardeners, to those that live around the garden, and to the families who use the adjoining play field. Help keep the garden neat and clean.

Thank you for your cooperation in making a positive gardening experience possible for all.