



Spokane Park Board Land Committee

3:30 p.m. Wed., Mar. 06, 2024

In-person: Conference Room "A"

The Hive, 2904 E. Sprague Ave. Spokane WA 99202

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2485 128 0026

Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair

Sally Lodato

Hannah Kitz

Kevin Brownlee

Doug Kelley

The Land Committee meeting will be held in-person in the **Spokane Public Library, The Hive - Conference Room "A", 2904 E. Sprague Ave. Spokane WA 99202** and virtually via WebEx at 3:30 p.m. Wednesday, Mar. 06, 2024. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2485 128 0026**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Mar. 06 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [The Friends of Manito MOU for volunteer work and stewardship through March 2027 \(no cost\)](#) – Al Vorderbrueggen
2. [Avigation easements for Shields Park & Camp Sekani Park \(no cost\)](#) – Nick Hamad

Discussion Items:

1. Public Works Green Area Maintenance – Al Vorderbrueggen
2. Various park capital project contracts, including [BA Clark](#) and [Meadowglen](#) – Berry Ellison
3. DNR / Thorpe Road Property Trust Land Transfer Update – Nick Hamad

Unfinished Business Items:

Standing Report Items:

Adjournment

Agenda Subject to Change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: March 6, 2024	
Requester	Al Vorderbrueggen	Phone number: X5464	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	n/a		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Ch 3: Land; Ch 6: Legacy	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	The Friends of Manito MOU for volunteer work and stewardship through March, 2027.		
Begin/end dates	Begins: 03/14/2024	Ends: 03/13/2027	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>For decades, The Friends of Manito have partnered with Parks to solicit donations, recruit, manage and coordinate volunteer services. TFM secures and directs privately raised funds to Parks for the benefit of Parks' facilities and programs. TFM reviews and discusses Parks' funding needs and priorities and only solicits or accepts gifts that are consistent with the vision, goals and objectives of Parks.</p> <p>In 2022, TFM formed an endowment that fully benefits Manito Park and the maintenance needs of the facility.</p>			
Motion wording:			
Approve the The Friends of Manito MOU for volunteer work and stewardship through March, 2027.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: The Friends of Manito			
Name: Kelly Brown		Email address: kelly.dianne.brown@gmail.com	Phone: (480)570-9701
Distribution:			
Parks – Accounting		TFM Coordinator (tfm@thefriendsofmanito.org)	
Parks – Sarah Deatrich		Kelly Brown (kelly.dianne.brown@gmail.com)	
Requester: Al Vorderbrueggen			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount: n/a		Budget code: n/a	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: n/a	Business license expiration date:	<input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF
SPOKANE AND
THE FRIENDS OF MANITO**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) is made by and between the City of Spokane Parks and Recreation Division (“**PARKS**”), a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and The Friends of Manito, (“**TFM**”), a Washington nonprofit corporation established pursuant to RCW 24.03A and located at 4 West 21st Avenue, Spokane, Washington 99203, hereinafter the “Parties”.

WHEREAS, PARKS, owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services under the auspices of the Spokane Park Board and pursuant to Article V of the Spokane City Charter; and such facilities include Manito Park in the City’s downtown core, and

WHEREAS, TFM’s purpose is to provide fundraising and volunteer assistance, as requested by PARKS, in furthering the development, growth and excellence of Manito Park; and

WHEREAS, TFM wishes to support PARKS’ vision and mission and has the opportunity, made possible by TFM’s association with 501(c)(3) tax-exempt organizations, to accomplish more than public funding allows; and

WHEREAS, TFM will complement and augment PARKS’ advocacy and fundraising efforts to attract private philanthropic support from individuals and organizations in the form of volunteerism and financial contributions to benefit Manito Park; and

WHEREAS, PARKS is willing to assist TFM in its fund-raising activities and foster success by providing access to PARKS’ resource within legal limits; and

WHEREAS, TFM wishes to assure PARKS that it will operate effectively and responsibly with the reasonable expectations of both public and private interests on behalf of PARKS;

Now, Therefore, the Parties agree as follows:

Section 1. Role of TFM. TFM represents and acknowledges the following with regard to its operation and purposes:

- A. TFM will work with PARKS to solicit donations, recruit, manage and coordinate volunteer services for PARKS in compliance with this Memorandum and PARKS’ policies and project requirements.

- B. TFM will support and ensure that its fundraising activities are consistent with PARKS' vision, mission and goals for Manito Park, and its work will be compatible with these interests and goals, and it will support PARKS' master plan for Manito Park.
- C. A major purpose of TFM shall be to secure and direct privately raised funds to PARKS for the benefit of PARKS' programs. TFM may direct funds to PARKS to support capital projects, programs, activities and needs of PARKS.
- D. The TFM shall recruit, manage and coordinate volunteer services in such a manner as to maintain full compliance with PARKS' policies and project requirements. All volunteer coordination be pre-approved and coordinated with Manito Park staff.
- E. TFM will provide the opportunity to involve community leaders in an advisory board to serve Manito Park Committee of the Spokane Park Board and Park Staff as requested by PARKS. Within five (5) years of formation, TFM shall comply with the Charities Review Council's Accountability Standards (Attachment 1) to ensure best practices in nonprofit governance and management, as well as to inspire the public's trust and confidence.
- F. TFM shall review and discuss PARKS' funding needs and priorities and shall not solicit or accept gifts that are inconsistent with the vision, goals and objectives of PARKS.
- G. TFM will coordinate with PARKS staff on all projects and plans funded by its privately raised funds. TFM acknowledges and agrees that Park Board approval shall be secured in advance of all such capital projects.
- H. Capital project proposals shall include comprehensive information pertaining to construction, maintenance, and operation requirements; restrictions; and warranties.
- I. TFM, or its fiscal sponsor, shall upon request reimburse PARKS for any reasonable expenditure for goods of value made available by PARKS for the benefit of TFM in such forms and sums as all parties agree are appropriate.
- J. TFM shall arrange with private legal entity (or entities) separate from the City of Spokane and PARKS, to act as fiscal sponsor(s) of TFM until TFM is able to obtain its own tax-exempt 501(c)(3) designation, in order to ensure that all gifts and bequests received may qualify as deductible, charitable contributions for the donor.
- K. TFM and its fiscal sponsors shall use sound fiscal and auditing procedures. TFM shall maintain books, at its own expense, in accordance with generally accepted accounting principles. At PARKS' request, TFM shall arrange for biennial auditing of its books and records by a firm of certified accountants. Copies of the audited financial statements and current list of AGC officers, directors or trustees shall be made available to PARKS upon request.
- L. TFM will not interfere with PARKS' day-to-day operations.
- M. During the term of this Memorandum (and any extension thereof) TFM shall maintain its corporate nonprofit status in good standing with the State of Washington and shall comply with all state laws with respect to charitable

solicitations. Within three (3) years of the date of this Memorandum. TFM shall secure designation as a tax-exempt 501(c)(3) organization. Once TFM secures designation as a tax-exempt 501(c)(3) organization, it shall maintain such designation under state and federal income tax laws to ensure that gifts and bequests received by the TFM may qualify as deductible, charitable contributions for the donor.

- N. TFM will perform all of its commitments and obligations under this Memorandum in accordance with all laws applicable to its activities, and TFM shall not engage in any fundraising activities on PARKS' behalf until receipt of and compliance with all required permits, registrations, and approvals.

Section 2. Role of PARKS. While this Memorandum is in effect, and so long as the TFM complies with all provisions of this Memorandum:

- A. PARKS may work independently, and also with TFM, to solicit donations, recruit, manage and coordinate volunteer services for PARKS in compliance with this MOU and PARKS' policies and project requirements. The Parties acknowledge that PARKS may solicit donations, and recruit, manage and coordinate volunteer services to benefit PARKS independent of the arrangement with TFM outlined in this Memorandum.

- B. In connection with TFM's fundraising activities on behalf of PARKS, TFM will have the right to use PARKS' name and images.

- C. PARKS may provide TFM with assistance in TFM activities at the discretion of the Director of PARKS, and consistent with what is permitted under state and federal law.

- D. PARKS may, but is not required to, notify TFM or its fiscal sponsors of potential donations and provide information necessary to determine the best methods for securing the donations when PARKS becomes aware of donations, actual or potential, intended to benefit PARKS. PARKS and TFM may collaborate in pursuing such donations so as to maximize the benefit to PARKS.

- E. PARKS may also refer volunteers to TFM who express interest in volunteering or fundraising on behalf of Manito Park. PARKS may provide a link to TFM website from PARKS official website and other promotional mention as agreed by both parties.

- F. PARKS may present TFM with an annual list of private funding needs and priorities for discussion from which TFM may make suggestions and choose to actively seek and accept funds on PARKS' behalf, subject to the terms of this Memorandum.

- G. PARKS will expend all funds, once accepted and received, in accordance with PARKS' policies, in adherence with the general charitable purposes of TFM, and in conformance with any restrictions imposed by the donor or TFM as to the use or purpose of specific funds.

- H. Upon written request, PARKS may provide timely and accurate information to TFM regarding funding needs, expenditure of funds, program-related outcomes and outputs, and other data assistance to TFM applicable to TFM's role under this Memorandum as it plans projects and fundraising activities, solicits and acknowledges donors, and prepares websites or annual report content, etc.

- I. PARKS may provide a non-voting staff liaison to represent PARKS in all matters and dealings with TFM. This liaison may attend official meetings of TFM.

J. PARKS may recognize gifts received from or through TFM via appropriate signage at related Manito Park events and will recognize gifts received from or through TFM in its annual report, subject only to donor restrictions on public disclosure of the sources of gifts.

Section 3. ~~Bond and Insurance.~~ ~~TFM shall ensure that officers and staff members are bonded in an amount of not less than \$1,000,000. The premiums payable on the bonds shall be payable from the funds of TFM. Further,~~ TFM shall obtain and maintain general liability insurance with limits of \$1,000,000 and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by TFM Board. TFM shall annually provide the City Parks and Recreation Department a Certificate of Insurance (COI) as documentation of its compliance with this Section.

Section 4. Mutual commitments. Except as may otherwise be provided herein, the Parties to this Memorandum shall be solely responsible for any cost incurred in fulfilling their respective roles under this Memorandum.

Section 5. Insurance. TFM shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the TFM Board, but in no case shall such coverage be less than \$1 million per occurrence, naming PARKS and its officers, employees, and agents as additional insureds. TFM shall annually provide PARKS documentation of its compliance with this Section.

Section 6. Accountability and Stewardship. As PARKS and TFM want to maintain the highest levels of accountability and stewardship, TFM agrees to share information with PARKS as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds. TFM shall maintain financial records in accordance with Generally Accepted Accounting Principles and any other standards generally applicable to charitable fundraising entities. Copies of TFM's financial statements and a current list of TFM's officers and trustees shall be made available to PARKS upon request. TFM will permit, upon reasonable notice, authorized PARKS official or their designees to inspect all TFM books and records, except to the extent the inspection violates rights to privacy or confidential donor information. PARKS shall be entitled to conduct compliance reviews of the use of donated funds to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors. Funds received on PARKS' behalf shall only be accounted for as gifts where the appropriate donor intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

Section 7. Donations. Pursuant to the terms of this Memorandum, PARKS may request, and TFM may agree, to solicit and collect donations to support, enhance and promote PARKS. Donations collected by TFM are either "Restricted Donations" or "Unrestricted Donations" as these terms are defined herein. The collection, stewardship and allocation of donations will be carried out in a manner specific to the assigned category of each donation.

7.1 Restricted Donations. Restricted Donations are donations PARKS requests TFM to solicit and receive for specific programs or projects and/or donations to TFM on PARKS' behalf that have been designated for a specific program or project by the donor. Special conditions placed on the donation by the donor must be accepted in advance of receipt by PARKS. At least annually, TFM shall advise PARKS of the Restricted Donations available for use by PARKS, including any expressions of donor intent which limit the use of any such funds. PARKS and TFM will jointly identify projects, programs, or any other use of such funds that conform to donor intent. So long as both the TFM and the City Director of PARKS agree that a project, program, or use conforms to

donor intent, PARKS shall have the right to select the project, program or use to which such Restricted Donations are to be applied. After the project, program or other use of such funds have been determined, PARKS will invoice TFM for the Restricted Donations. TFM will pay such invoice via direct deposit/ACH within thirty (30) days after receipt of such invoice, except as provided by state law.

7.2 Unrestricted Donations. Unrestricted Donations are donations to TFM the donor designates for PARKS but are not designated by the donor to be used for a specific program or project within PARKS. Without prior approval by City, TFM may recruit, manage and coordinate volunteer services in connection with the solicitation and collection of Unrestricted Donations, so long as such activities are at no cost to PARKS. Upon request of PARKS, TFM will release Unrestricted Donations to PARKS. PARKS shall determine how to spend Unrestricted Donations on its programs consistent with PARKS' master plan.

7.3 Donor Communication. In soliciting donations for PARKS, TFM agrees to make the following clear to prospective donors:

A. TFM is a separate legal and tax entity organized for supporting the maintenance, beautification and programming of Manito Park and PARKS and plans for the park. TFM will encourage voluntary, private gifts, trusts, and bequests for the benefit of Manito Park and PARKS.

B. Responsibility for governance of the TFM resides with the TFM Board of Directors.

C. Gifts made to TFM for a designated purpose – *i.e.*, Restricted Donations - will be dedicated in their entirety to that purpose without a fee of any kind unless, by separate agreement between PARKS and TFM, an administrative fee has been specified for a specific project; provided, it is anticipated that absent such a separate agreement regarding a specific fundraising campaign, TFM will not retain a fee of any kind from the donations it receives on PARKS' behalf. Provided nothing herein shall prevent third party fiscal agents of TFM from retaining fees in their ordinary course.

D. TFM shall keep donors informed on a timely basis regarding accomplishment of gift purpose.

7.4 Conditions of Gift Acceptance. TFM agrees that in accepting gifts for Manito Park and PARKS, it will:

A. Advise donors that any restrictive terms and conditions they attach to gifts for PARKS are subject to PARKS approval and its policies and procedures covering "Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities" (Appendix A).

B. Ensure that gifts designated for specific purposes are in compliance with PARKS' master plans, vision, mission and philosophy.

C. Ensure, through PARKS' staff, that gifts are promptly reported to and approved for acceptance by the Park Board.

D. Coordinate TFM's funding goals, programs and campaigns with PARKS.

E. Any gift, grant, or contract that includes a financial or contractual obligation binding upon PARKS must have prior concurrence in writing from the Park Board or its designee

Section 8. Notice of Non-Compliance – Opportunity to Cure. In the event of non-compliance with any provision of this Memorandum, the non-breaching party shall notify the other

party in writing of the event or practice the non-breaching party believes does not comply with this Memorandum. The other party shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this Memorandum by providing written notice of such termination to the breaching party. In the event of termination under this Section 7, TFM shall provide PARKS with an accounting of all funds held by TFM, including any funds designated for PARKS by the donor, and such fund shall be disbursed to PARKS immediately.

Section 9. Termination. In addition to the method of termination provided for in Section 7, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, TFM shall provide PARKS with an accounting of all funds restricted for PARKS' purposes in its possession and transfer those receipts, along with any restrictions thereon, to PARKS within thirty (30) days.

Section 10. Ownership/Use after Project Completion. All PARKS projects funded with donations raised by TFM will be owned and maintained by PARKS and used according to PARKS' policies.

Section 11. Entire Agreement and Amendment. This Memorandum represents the Parties' entire agreement with respect to the matters specified herein. This Memorandum shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

Section 12. Anti-Kickback. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Memorandum.

Section 13. Indemnification. Each party to this Memorandum shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability, of whatever kind and nature, arising from, out of or in connection with the performance of the indemnifying party's obligations under this Memorandum.

Section 14. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. TFM agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to TFM.

Section 15. Governing Law and Venue. This Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.

Section 16. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 17. Attorney's Fees. In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 18. Mediation. Should any dispute arise out of or related to this Memorandum or its performance by the parties, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

Section 19. Contact Information. Representatives and their contact information, for each party, are as follows:

- A. For the City's Parks and Recreation Division contact:
Director of Manito Park or his/her designee
808 W Spokane Falls Boulevard
Spokane, WA 99210

- B. For the FRIENDS OF MANITO contact:
President, Friends of Manito, or his/her designee
PO Box 10421
Spokane WA 99209

Section 19. Assignment and Delegation. No party may assign its rights or delegate its duties created under this Memorandum without every other party's prior written consent, which the other parties may not unreasonably withhold; provided, without further consent of PARKS, TFM may delegate certain of its obligations with respect to management and retention of donor funds to an established tax-exempt 501(c)(3) organization, consistent with state and federal law.

Section 20. Term. This Memorandum shall become effective upon execution by both parties and shall have an initial term of three (3) years, and may thereafter be renewed for additional three-year terms upon mutual consent of the Parties and approval of the Spokane Park Board, unless terminated earlier as provided in this Memorandum.

CITY OF SPOKANE
PARKS AND RECREATION

By _____

_____ Date

(Name) _____

(Title) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

THE FRIENDS OF MANITO,
a Washington nonprofit corporation

By: _____

_____ Date

Printed Name: _____

(Title) _____

Its: _____

M23-162

APPENDIX A

Memorandum of Understanding
Between
The City of Spokane Parks and Recreation
And
The Friends of Manito

Section 22. Project Proposals.

22.1. Projects for TFM funding may be proposed by either Parks and Recreation or by TFM. All projects to be funded must be approved in writing by both entities following their respective approval processes and policies. TFM and Parks and Recreation will work together to gain approval for projects. Payment of funds by the TFM Treasurer will take place as each invoice is received from Parks and Recreation (not to exceed the agree-upon and approved amount).

22.2. The structures and facilities paid for by TFM become the property of Parks and Recreation, who assumes responsibility for their maintenance and repair unless exempted by both entities.

Section 23. Inter-Group Routine Communications. Minutes of TFM Board meetings will be sent to Parks and Recreation and their liaison. Minutes of Park Board meetings will be made available to TFM. Official communication between TFM and Parks and Recreation and the Park Board will be made through TFM Board President or their designee.

Section 24. Contracts. TFM will not make verbal or written contracts of any kind on behalf of Parks and Recreation.

Section 25. Office Support at Manito Park for TFM.

- A. Office space, storage space for supplies as available, and an exclusive phone line will be provided for TFM by Parks and Recreation. TFM is allowed appropriate and available storage space in the attic. Space will be available for use/access during regular park staff hours.
- B, Parks and Recreation owns or leases the copy machine and will share use of it with TFM. Copies exceeding a quantity of 100 made by either party will be made elsewhere. TFM will provide all white (8 ½" X 11") paper for the copy machine. It is estimated that each of the two entities will use the copy machine 50% of the time.
- C. The meeting room and picnic shelters may be used by TFM at no charge. Reasonable use must be scheduled with the Parks and Recreation Reservation Team and is dependent on availability. Parks and Recreation reserves the right to close the meeting room for site improvements and remodel and is not required to provide alternative meeting space.

Section 26. TFM Horticultural Operations. Parks and Recreation will support TFM plant growing operations as follows:

- A. A reasonable amount of water will be provided for all in- and out-door watering needs, at no cost to TFM.
- B. TFM usage of the vacuum seeder will be predicated on proper care of the equipment and must be scheduled during times when Parks Staff would not be using it.
- C. TFM may use the “mister” as needed for houseplant propagation when space is not occupied by the Parks Department.
- D. Personal hand tools or garden implements will not be provided for use by TFM. Employee tool lockers and contents will not be available to TFM unless a specific prearranged use agreement is negotiated with Parks and Recreation.
- E. TFM will be allowed use of the cave (adjacent to the south maintenance building) and the first garage in the east maintenance building for storage. Additional storage may be provided in the Head House attic. TFM will also be allowed to use the “pottery barn” (the south-most room of the east maintenance building. This is a shared room with the Associated Gardeners of Spokane. Metal shelving in each room is the property of TFM. TFM is also allowed to store tables and carts in the west garage of the south maintenance building as space allows. Other storage space will be made available as authorized by Parks and Recreation. TFM may make minor improvements to these facilities with prior approval from Parks and Recreation.
- F. Surplus plant material from the gardens or conservatory may be made available to TFM upon authorization of Parks and Recreation.
- G. TFM is responsible for the care and watering of their plants grown anywhere within Manito Park. When not needed by Parks and Recreation, empty raised beds in the lathe area, with the exception of the moss bed northwest of the northernmost gate, may be used by TFM. After March 1 and before the Associated Gardeners of Spokane plant sale, TFM will remove any plants from the continuous raised bed facing the east maintenance building.
- H. TFM may control weeds in the lathe area through mechanical or chemical means. TFM will assume all responsibility for required training and compliance with regulations concerning pesticide usage. Prior authorization by Parks and Recreation will be required for any chemical or bed usage.
- I. TFM will be granted use of the polyhouse immediately adjacent to the meeting room. TFM is obligated to conduct their activities with the full interest of preserving this structure and equipment. Gas and electrical costs will be reimbursed by TFM to Parks and Recreation. Parks and Recreation is responsible for the repair and/or replacement of all structural components, electrical, heating/cooling systems, poly-covering, and the hot water heater as well as routine maintenance (e.g. checking filters and coolant reservoir). In the event of a heating or cooling malfunction, breakdown, or electrical interruption that would threaten the plant material within the polyhouse, Parks staff will alert TFM personnel as soon as possible and assist with emergency provisions to preserve the plant material.

- J. Available parking space in the Manito work yard is limited. To maintain fire lane access, employee access to storage areas, and to enable employees to park in their allocated spaces, TFM volunteers and guests are strongly encouraged to park personal vehicles on Tekoa Street below the work yard. Provisions to drive in and drop off TFM participants and supplies are granted. Evening parking for the meeting room remains unchanged.
- K. TFM is allowed to occasionally utilize the entire work yard and park lot with advanced approval from Parks and Recreation. TFM will agree to limit their interference with work of Parks and Recreation staff during those periods.
- L. Systems may be established between TFM and Parks and Recreation staff to manage security of TFM space.

DRAFT

APPENDIX B

Memorandum of Understanding
Between
The City of Spokane Parks and Recreation
And
The Friends of Manito

Section 27. Endowment Agreement and Language

- A. TFM will establish and fundraise for an Endowment Fund with Option to Invade at the Innovia Foundation, for the purpose of providing annual funding for Manito Park operations, programs and park maintenance.
- B. This fund shall be held and identified as a separate fund and shall be known as the **Friends of Manito Fund** ("Fund"). The Fund shall be a component part of Innovia's assets and not a private foundation within the meaning of the Internal Revenue Code
- C. Distributions from Fund. The distributable income of the Fund, subject to assessment for the reasonable costs of administration of Innovia, shall be distributed by Innovia to TFM, to be used for Manito Park operations, ongoing maintenance and programs, not capital expenses, except in the event of an unusual circumstance or emergency.
- D. Option to access principal. At the request of Parks & Recreation, and with majority approval of the TFM board and majority approval of Innovia's Board, in the event of **unforeseen circumstances and/or emergencies, including but not limited to damage caused by natural disasters, arson, vandalism, the failure of critical equipment, or repairs to critical park infrastructure**, an agreed upon amount from the fund principal may from time to time be distributed to help defray cost of repairing, rebuilding or replanting, provided that the remaining fund balance is in excess of \$5,000 and the amount requested for distribution is a minimum of \$5,000, and provided that any portion of the principal permanently restricted by any donor as a permanent gift to the fund not be accessed. Requests to transfer funds for the upcoming year must be made in writing and, whenever possible, be made in the last quarter of Innovia's current fiscal year (April 1-June 30). The distribution by Innovia should occur by October of the year the request is made.
- E. It is the intention of TFM to fundraise for the Fund on an ongoing basis, and over a span of years, to grow the fund to a principal amount of such size that distributions from the endowment will cover half of the annual operating expenses of Manito Park.
- F. Innovia's Board may modify distribution of the income of Fund if, in its reasonable judgment, it determines that any specified charitable purpose, organization, condition, circumstance or manner of distribution or use is such or has so changed that literal compliance with the restriction or condition is unnecessary, incapable of fulfillment, impracticable, impossible, or inconsistent with the charitable needs of the area served by Innovia. To the extent practicable, any modification must be made in accordance with the Nonprofit's probable intent.

APPENDIX C

Memorandum of Understanding
Between
The City of Spokane Parks and Recreation
And
The Friends of Manito

Section 28. Memorial Agreement and Language

- A. TFM will oversee the Memorial Gifts program at Manito Park, and will be responsible for publicizing the program, working with donors to select the appropriate memorial gift category, and for receipt and management of all Memorial donations. Parks & Recreation will be responsible for the purchase and siting of Memorial benches, for the purchase, planting and maintenance of memorial plants and trees, and for the siting, installation and maintenance of other Memorial items which may be created in the future. The Friends of Manito will reimburse Parks & Recreation for costs associated with installation, planting and maintenance of Memorial benches, plants and other items. Parks & Recreation will invoice TFM for costs associated with memorial gifts on a quarterly basis, and such invoices will be paid by TFM within 30 days of receipt of the invoice.
- B. TFM, in consultation with Parks & Recreation, will set the options and costs for memorial donations, ensuring that donations cover the actual cost of the item and also provide a surplus to support the operation and enhancement of Manito Park.
- C. TFM will stay informed and updated on best practices in memorial donations and recognition of such for botanical gardens, public gardens and public parks in our region and nationally.
- D. TFM will feature information about memorial donations on a dedicated page on its website. Information about memorial donations will be included in fundraising information in TFM's newsletter, website and social media posts. Parks and Recreation will provide information about memorial donations on a web page and will direct people to contact TFM for more information. Parks & Recreation staff at Manito Park will direct the public to contact TFM's Coordinator to discuss memorial donation options.
- E. TFM's Coordinator will work closely with Angel Spell, or whomever is designated as the Parks & Recreation contact for memorials, and the donor(s) to assist in the selection and siting of benches, trees and bushes. Parks & Recreation will have responsibility for the siting of memorial plants and benches.
- F. TFM will gather contact and other pertinent information from the donor(s) and maintain this information in its database. TFM will provide Parks & Recreation with a copy of this information in a timely manner.
- G. Maintenance and repair of memorial benches, plants and future memorial items will be performed or contracted out by Parks & Recreation, and then billed to TFM for

time and materials. TFM will work with Parks and Recreation to ensure that donation amounts are large enough to pay for the actual thing (siting, selecting, planting/installing and maintaining and repairing) all of which involves staff time and materials.

DRAFT

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: March 6, 2024	
Requester	Nick Hamad	Phone number:	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B. Obj 2	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Avigation easements for Shields Park & Camp Sekani Park (no cost)		
Begin/end dates	Begins: 3/01/2024	Ends: n/a	<input checked="" type="checkbox"/> 06/01/2525
<p>Spokane County Building and Planning requires property owners seeking building permits within the County's Airport Overlay (AO) Zone grant an 'Avigation Easement' on the subject property prior to permit issuance.</p> <p>City parks is in the process of designing improvements for (2) properties - Shields Park & Camp Sekani Park as a part of the 'Make Beacon Hill Public - Phase 2' project and must grant avigation easements to secure permits for planned trailhead work. These easements will not impact the proposed beacon hill improvements or public use of these properties in any way.</p>			
Motion wording:			
Motion to approve avigation easements for Shields Park and Camp Sekani Park (no cost)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:			
Parks – Accounting	nhamad@spokanecity.org		
Parks – Sarah Deatrich	mlight@spokanecity.org		
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure: <input type="radio"/> Revenue:			
no cost easements			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> Spokane UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



Beacon Hill Conservation Area

**Esmeralda
Golf
Course**

John H. Shields Park

Camp Sekani Park

**Minnehaha
Park**

**Felts Field
Airport**

Upriver Dr

**AIRFIELD
OVERLAY ZONE
(shaded in purple)**



Beacon Hill Conservation Area

**Esmeralda
Golf
Course**

John H. Shields Park

Camp Sekani Park

**Minnehaha
Park**

**Felts Field
Airport**

Upriver Dr



RETURN ADDRESS:

Spokane Airports
9000 W. Airport Drive, Suite 204
Spokane, WA 99224-9438

AVIGATION EASEMENT

WHEREAS, The City of Spokane, hereinafter called the "Grantor(s)", are the owners in fee of that certain parcel of land situated at 6707 E Upriver Dr, in the County of Spokane, State of Washington, more particularly described as follows:

Tax Parcel Number 35011.9002

68.85 acre portion of the Northeast quarter of Section 01, Township 25 North, Range 43 East W.M., north of the south bank of the Spokane River except that part thereof dedicated to the public for street purposes.

NOW, THEREFORE, the Grantor(s), for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant and convey unto the Spokane Airport Board, City of Spokane and the County of Spokane, municipal corporations and political subdivisions of the State of Washington, as tenants in common, and to the United States of America, hereinafter called the "Grantees", its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Spokane International Airport and Felts Field Airport, located in Spokane County, State of Washington, for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air)

by whomsoever owned and operated in the airspace above the surface in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft in the process of landing at or taking off from or operating at or on said Spokane International Airport and Felts Field Airport, and the Grantor(s), for themselves, their successors and assigns, do hereby fully waive, remise and release any right or cause of action which they now may have, or which they may have in the future, against the Grantees, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the current or future operation of aircraft in the process of landing at or taking off from, or operating at or on said Spokane International Airport and Felts Field Airport.

It is further understood and acknowledged that it is reasonable to expect that ongoing Airport expansion and improvements will cause aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of aircraft types as Airport operations grow and expand which may cause greater future noise impacts to said property.

THE GRANTOR(S) further covenants and agrees to not create or cause interference with or utilize the above described land in any way contrary to the County's Airport Overlay (AO) Zone Ordinance (Chapter 14.702), including height and general use restrictions and the erection, construction or alteration of any building, antenna, structure or use prohibited in the Airspace and Accident Potential Areas of the County's Airport Overlay Zone as defined in Chapter 14.702.210.

TO HAVE AND TO HOLD said Easement and right-of-way, and all rights pertaining thereto, upon the Grantees, their successors and assigns, until said Spokane International Airport and Felts Field Airport, as existing, enlarged or relocated, shall be abandoned or ceased to be used for airport purposes, and it being understood and agreed that these covenants and agreements shall run with the land and apply to all subsequent land owners or lessees.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands this _____ day of

_____, 20____.

GRANTOR(S) SIGNATURE

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, _____ personally appeared and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of Washington residing at Spokane.

My commission expires _____.

RETURN ADDRESS:

Spokane Airports
9000 W. Airport Drive, Suite 204
Spokane, WA 99224-9438

AVIGATION EASEMENT

WHEREAS, City of Spokane, hereinafter called the "Grantor(s)", are the owners in fee of that certain parcel of land situated at unassigned address, in the County of Spokane, State of Washington, more particularly described as follows:

Tax Parcel Number 35024.0001

11.48 acre portion of the Southeast Quarter of Section 02, Township 25 North, Range 43 East W.M., except that part thereof dedicated to the public for street purposes.

NOW, THEREFORE, the Grantor(s), for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant and convey unto the Spokane Airport Board, City of Spokane and the County of Spokane, municipal corporations and political subdivisions of the State of Washington, as tenants in common, and to the United States of America, hereinafter called the "Grantees", its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Spokane International Airport and Felts Field Airport, located in Spokane County, State of Washington, for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air)

by whomsoever owned and operated in the airspace above the surface in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft in the process of landing at or taking off from or operating at or on said Spokane International Airport and Felts Field Airport, and the Grantor(s), for themselves, their successors and assigns, do hereby fully waive, remise and release any right or cause of action which they now may have, or which they may have in the future, against the Grantees, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the current or future operation of aircraft in the process of landing at or taking off from, or operating at or on said Spokane International Airport and Felts Field Airport.

It is further understood and acknowledged that it is reasonable to expect that ongoing Airport expansion and improvements will cause aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of aircraft types as Airport operations grow and expand which may cause greater future noise impacts to said property.

THE GRANTOR(S) further covenants and agrees to not create or cause interference with or utilize the above described land in any way contrary to the County's Airport Overlay (AO) Zone Ordinance (Chapter 14.702), including height and general use restrictions and the erection, construction or alteration of any building, antenna, structure or use prohibited in the Airspace and Accident Potential Areas of the County's Airport Overlay Zone as defined in Chapter 14.702.210.

TO HAVE AND TO HOLD said Easement and right-of-way, and all rights pertaining thereto, upon the Grantees, their successors and assigns, until said Spokane International Airport and Felts Field Airport, as existing, enlarged or relocated, shall be abandoned or ceased to be used for airport purposes, and it being understood and agreed that these covenants and agreements shall run with the land and apply to all subsequent land owners or lessees.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands this _____ day of

_____, 20_____.

GRANTOR(S) SIGNATURE

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this ___ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, _____ personally appeared and acknowledged the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of Washington residing at Spokane.

My commission expires _____.

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: March 6, 2024	
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input checked="" type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	TBD		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj. 1	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	BA Clark Construction Contract with Red Diamond Construction for \$31,821.90 (plus applicable taxes)		
Begin/end dates	Begins: 3/01/2024	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
<p>BA Clark Park Restroom facility requires sewer replacement to restore functionality of the restroom. The work requires removal and replacement of 6" sewer line, removal and replacement of 5'wide concrete sidewalk, and ADA parking upgrades. The project was designed in-house and solicited to plumbing contractors. Lowest responsible bid was received from Red Diamond Construction.</p> <p>Contract breakdown: \$28,929.00 Bid AND \$2,892.90 (10%) Administrative Reserve (plus applicable taxes)</p>			
Motion wording:			
Not Applicable			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:		Email address:	Phone: 625-6276
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich			
Requester: Berry Ellison			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure: <input type="radio"/> Revenue:			
\$31,821.90 (plus tax)		4250-30210-38141-54101-99999	
Vendor: <input checked="" type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> Spokane UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: March 6, 2024	
Requester	Berry Ellison	Phone number: 509 293-6743	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input checked="" type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	TBD		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj. 1	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Meadowglen Park Design Contract with Place Landscape Architecture Phase I for \$48,200.00 (plus applicable taxes)		
Begin/end dates	Begins: 3/01/2024	Ends: 12/31/2024	<input type="checkbox"/> 06/01/2525
<p>Meadowglen Park development will be the first major park project of the adopted 2022 Parks and Natural Lands Master Plan.</p> <p>City Staff has reviewed proposals from ten design firms and selected Place Landscape Architecture as the firm best suited for this work.</p> <p>Phase I of the work includes site analysis and suitability of new park amenities as well as concept drawings reflecting a budget of up to \$5m. The work will be used to solidify a full scope of work for final park improvements as well as support grant applications prepared by City staff.</p> <p>Phase II will be scoped following this phase and be offered to the Park Board for action.</p>			
Motion wording:			
Not Applicable			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company: Place Landscape Architecture			
Name: Joshua Tripp		Email address: josh@place-la.com	Phone: 509 293-6743
Distribution:			
Parks – Accounting		nhamad@spokanecity.org	
Parks – Sarah Deatrich			
Requester: Berry Ellison			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure: <input type="radio"/> Revenue:			
Park Funds			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> Spokane UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		