



**Special Meeting of the Land Committee of the
Spokane Park Board**

April 5, 2017, 3:00 p.m. – 5:00 p.m.

Park Operation Conference Room

2304 E Mallon Avenue

Spokane, Washington

Al Vorderbrueggen – Park Operations Director

Committee Members:

- X Traver, Susan – Chairperson
- X Gilman, Greta
- X Kelley, Ross
- X Lodato, Sally
- E Salvatori, Steve
- X Fagan, Mike – Council Liaison

Also present:

Park Board:

Chris Wright

Parks Staff:

Leroy Eadie
Garrett Jones
Angel Spell
Al Vorderbrueggen

Other City Staff:

Guest(s):

(Note: Greta Gilman arrived shortly after the meeting began. Steve Salvatori was absent excused.)

Summary

- The Committee recommended Park Board approve a contract with RMT for purchase of a Jacobsen Mower for Manito Park in the amount of \$53,133.40, plus tax.
- The Committee recommended Park Board approve the MOU with the Friends of the Centennial Trail for the Don Kardong Bridge, with changes as brought forth by the Land Committee.
- The Committee recommended Park Board approve the Bosch Lot Letter of Intent, with discussed changes.
- Staff reviewed the background of the proposal to locate a Community Garden in the Finch Arboretum. A MOU may be presented for action at a future Committee meeting.
- Staff reviewed the background of a Boat Launch project at Glover Field.
- A map of High Drive Property was provided. The history of park and private property there was reviewed, as well as an offer to Parks to lease the private property.
- The Park Department has received an offer to acquire private property located inside Palisades Park. The location and area history were reviewed. An Action Item for this is to be presented at a future Land Committee meeting.
- The Park Operations Financial report was not available, but will be included at the next Finance Committee meeting.
- A Parks Capital Project list was provided and reviewed by Park Staff.
- For the Parks Report, staff stated we are hosting the WRPA Conference next month. Park Board Members are invited. Pre-registration is required. The regularly scheduled Land Committee meeting on May 3, 2017, will be cancelled due to conflicts with the conference.
- No CSO Tank update was scheduled.

MINUTES

The meeting was convened at 3:00 p.m. by Chairperson Susan Traver.

Action Items:

1. Contract with RMT for a Mower for Manito Park (\$57,756.01, with tax) – Staff reviewed equipment specifications, lifecycle rotation, and benefits of purchasing a new mower. Washington State Contract purchase pricing with RMT of \$53,133.40, plus tax, will be funded via our Fleet Replacement budget. Clarifications and questions were discussed.

Motion #1: Ross Kelley moved to approve the contract with RMT for purchase of a Jacobsen mower in the amount of \$53,133.40, plus tax.

Mike Fagan seconded.

Motion carried.

2. MOU with the Friends of the Centennial Trail (\$75,000.00) – Per Staff, Friends of the Centennial Trail representatives attended a previous general Park Board meeting to propose a \$75,000.00 donation to Parks for 30% design for the Don Kardong Bridge. By using our standard MOU document this Action Item will formalize that agreement. Questions, concerns, clarifications, funding, and suggested language changes were discussed.

Motion #2: Mike Fagan moved to approve the MOU with the Friends of the Centennial Trail for the Don Kardong Bridge, with changes as brought forth by the Land Committee.

Sally Lodato seconded.

Motion carried.

3. Bosch Lot Letter of Intent – A draft Letter of Intent was provided electronically prior to, and at the meeting. Clarifications, questions, and suggested changes were discussed during Staff review of the document and its background.

Motion #3: Ross Kelley moved to approve the draft Bosch Lot Letter of Intent, with discussed changes.

Mike Fagan seconded.

Motion carried.

Discussion Items:

1. **Community Garden at Finch Arboretum** – The Park Department Community Garden Policy and Finch Arboretum Community Garden Proposal were provided electronically prior to, and at the meeting. Staff reviewed the background of the proposal to locate a community garden in the Arboretum. Questions, clarifications, and bringing a MOU to Committee for action were discussed.

2. **Boat Launch at Glover Field** – Staff gave a presentation reviewing the item background, a masterplan for the area, and funding. Questions, clarifications, and concerns were discussed.

3. **High Drive Property** – A map of the area was provided. Staff reviewed the history of park and private property located there, as well as an offer for Parks to lease the private property. Clarifications, questions, concerns, and possible opportunities/options were discussed.

4. **Palisades Property Acquisition** – A map of the area and a letter regarding an offer to Parks for property acquisition were provided. Staff reviewed the location, and area history. Interest in the property, acquisition process, clarifications, and concerns were discussed. Per Committee consensus the item is to be presented for action at a future Land Committee meeting.

Standing Report Items:

1. Park Operations Monthly Financial Report – The report was not available, but will be included at the next Finance Committee meeting.
2. Parks Capital Projects Update – A written list was provided and reviewed by Staff. Discussion focused on Audubon Park.
3. Parks Report – Per staff, we are hosting the WRPA Conference next month. Even though Park Board Members are invited, pre-registration is required. Members wanting to attend need to contact Al Vorderbrueggen. Questions and clarifications were discussed. The regularly scheduled Land Committee meeting on May 3, 2017, will be cancelled due to conflicts with the conference.
4. CSO Tank Update – No report was scheduled.

Other Items:

1. Fleet Replacement – Development of a Fleet Replacement Inventory/Plan was discussed.

Meeting adjourned at 4:42p.m. Next scheduled meeting is May 31, 2017, at 3:00 p.m. at the Park Operations Complex, located at 2304 East Mallon, Spokane, Washington.



MEMORANDUM OF UNDERSTANDING RE: CONTRIBUTION AGREEMENT

**PARKS DEPARTMENT & THE FRIENDS OF THE CENTENNIAL TRAIL FUNDING UP TO \$75,000
FOR 30% DESIGN WORK FOR THE DON KARDONG BRIDGE ON THE CENTENNIAL TRAIL**

THIS CONTRIBUTION AGREEMENT ("Agreement") is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, as ("City"), and **THE FRIENDS OF THE CENTENNIAL TRAIL**, a 501(c)(3) corporation organized under the laws of the State of Washington, as ("FRIENDS"). Hereinafter referenced together as the "parties", and individually a "party."

WHEREAS, the City of Spokane Parks and Recreation Department is in charge of maintaining the Centennial Trail ("Trail"), as it courses along the Spokane River and through the City of Spokane; and

WHEREAS, FRIENDS is engaged in raising funds to contribute to various agencies to assist them with the maintenance of the Trail. FRIENDS is desirous of contributing funding to assist the City with the costs of the initial Architectural & Engineering ("Initial A&E") associated with the redesign and refurbishment of the Don Kardong Bridge ("Bridge") on the Trail.

-- NOW THEREFORE, the parties hereto agree as follows:

AGREEMENTS:

1. **PREMISES.**

A. The City maintains portions of the Trail, which includes: the asphalt trail, bridges and related improvements located along the Spokane River, from the Idaho State Line through downtown Spokane as depicted in the attached Exhibit A.

B. FRIENDS is willing to contribute (subject to the terms of this Agreement) funds to assist the City with the necessary Initial A&E costs associated with the redesign and refurbishment of the Bridge.

C. **Condition.** As a condition precedent to the effectiveness of this Agreement, the City shall (i) cause this Agreement to be approved by the Park Board and (ii) provide to FRIENDS a legal memorandum reasonably acceptable to FRIENDS, that this Agreement shall, upon said Park Board approval, be fully in effect and enforceable according to its opinion.

2. CONTRIBUTION. Pursuant to and subject to the terms and conditions of this Agreement, and after the conditions precedent in Section 1.C are satisfied, FRIENDS shall contribute up to **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)** to the City to assist the City with its Initial A&E costs associated with the redesign and refurbishment of the Bridge. Contributions up to the maximum **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)** amount by the FRIENDS to the City shall occur within fifteen (15) business days of the City providing to the FRIENDS copies of invoices from the engineering firm for the Initial A&E costs incurred for the redesign and refurbishment of the Bridge; provided, however, that no further contributions shall be made by the FRIENDS from and after the earlier of (i) the FRIENDS contributing a total of **SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00)** under the terms above or (ii) by December 31, 2017.

3. REFUND BY CITY TO FRIENDS OF CONTRIBUTION. In the event the renovation and refurbishment of the Bridge is not under contract for construction completed in accordance with the final A&E design specifications by December 31, 2019, the City shall, no later than January 31, 2020 pay to FRIENDS an amount equal to the total amount contributed by the FRIENDS to the City under Section 2 (above), plus interest at FIVE PERCENT (5%), compounded annually from the date(s) of the contribution(s) made by FRIENDS under Section 2, above. ~~In order for said completion of the Bridge to be deemed to have occurred, the firm which provided the final A&E specifications must certify on or by December 31, 2019, that (i) the renovation and refurbishment of the Bridge is substantially complete (ninety percent 90%), and in accordance with said final A&E design specifications therefore and (ii) said renovation and refurbishment is substantially in accordance with the Initial A&E design specifications.~~

4. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is simply that of a “grantor” of contributions (FRIENDS) and a “grantee” of contributions (City) pursuant to the foregoing provisions of this Agreement. Nothing shall be construed herein to create a partnership, joint venture or other employment relationship between the parties hereto. Moreover, nothing hereunder shall be constructed to create any form of ownership interest in FRIENDS to the Trail or any asset of the City, including, but not limited to: the A&E designs and specifications described in this Agreement. The parties acknowledge and agree that FRIENDS has no authority or control whatsoever over the selection of the architectural and engineering firm to provide the design described above; the actual redesign and specifications for construction and refurbishment of the Bridge or the operation and/or maintenance of the Bridge. The City hereby agrees to indemnify and hold harmless the FRIENDS from any claim, damage, loss (including, but not limited to attorney’s fees), or other costs incurred by FRIENDS as a result of this Agreement and the FRIENDS contribution above. The foregoing indemnity obligation shall be construed as broadly as possible under Washington State law.

5. TAXES. Any and all taxes imposed on the contributions by FRIENDS under this Agreement shall be borne by the City.

6. NOTICES. Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and delivered in person or sent by

certified mail (to be effective upon mailing) to the other party, at the addresses prescribed in this Agreement.

Friends of the Centennial Trail:
P.O. Box 351
Spokane, WA 99210

City of Spokane Parks and Recreation Department
808 West Spokane Falls Boulevard
Spokane, WA 99201

7. GOVERNING LAW. This Agreement shall be interpreted, construed and governed according to the laws of the State of Washington.

8. DISPUTES. In the event of a dispute relating to or arising from this Agreement which cannot be settled by the parties within thirty (30) days of the written demand of either party to the other for commencement of negotiations concerning the same, the arbitration provisions of this Section 8 shall apply. Either party ("Demanding Party") may, after said thirty (30) day period, give written notice to the other party ("Recipient Party") demanding arbitration hereunder and designating an arbitrator ("Arbitration Notice"). The arbitrator selected by the Demanding Party shall arbitrate the dispute unless, within twenty (20) days of the Arbitration Notice, the Recipient Party gives the Demanding Party written notice of the Recipient Party's rejection of said arbitrator and designates an arbitrator of the Recipient Party's choice. If, within ten (10) days of the Recipient Party's rejection, the parties do not agree in writing to an arbitrator, the dispute shall be submitted to Judicial Dispute Resolution of Seattle, Washington ("JDR") to select a single arbitrator designated by JDR, who JDR, in its discretion, believes is appropriate for the subject dispute. The arbitrator selected by JDR may or may not be a JDR arbitrator. The arbitration shall take place in Spokane, Washington, in accordance with RCW 7.04A. The arbitrator selected in accordance with the foregoing shall make all decisions regarding discovery procedure, fact and law, and such decisions shall be final and binding on all parties. Prior to the final decision of the arbitrator, each party shall be responsible for payment of one-half (1/2) of the associated fees of the arbitrator. However, the party designated by the arbitrator as the substantially prevailing party in the arbitration shall be awarded all the costs of arbitration, including reasonable attorneys' fees incurred and the fees incurred for arbitrator. Any judgment upon an award may be entered in the Superior Court of Spokane County, in the State of Washington,.

9. MISCELLANEOUS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the contributions by FRIENDS described herein and may not be modified or amended, except by a written instrument signed by each of the parties hereto expressing such modification or amendment. A failure on the part of either party to exercise or a delay in exercising any right, power or remedy hereunder shall not operate as a waiver, or future waiver thereof, except where a time limit is expressly specified herein. No single or partial exercise of any right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy. This

Agreement contains all covenants, representations and warranties made between the parties hereto.

B. Prior Agreements or Writings. This Agreement completely supersedes any other agreement (oral or written) or writings between the parties hereto.

10. INTERPRETATION AND SIGNATURES. This Agreement was the product of negotiation between the parties so that neither party shall be considered the drafter of this Agreement. This Agreement may be signed in counterparts.

11. City of Spokane Parks and Recreation will own all plans and specifications funded and associated with this agreement.

Dated: _____ CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____ FRIENDS OF THE CENTENNIAL TRAIL

By: _____

Title: _____

Email Address:



DRAFT BOSCH LOT LETTER OF INTENT

The purpose of this letter (the "Letter of Intent") is to set forth the preliminary interest and understanding of the City of Spokane Public Works Division (Public Works), the City of Spokane Finance Division (Finance), and the City of Spokane Parks and Recreation Division (Parks), together defined as (the "Parties), with respect to the development of properties and projects described in the attached Resolution #2017-0019 (Attachment A), adopted by the Spokane City Park Board on March 9, 2017 and by the Spokane City Council on March 27, 2017.

This Letter of Intent is not intended to create a binding legal obligation on the Parties, or on the part of any other person or entity, until such time as definitive agreements providing for all of the terms, covenants, conditions and understandings of the above Parties are executed and binding. The Parties further represent to each other that upon the execution of this Letter of Intent they will individually and collectively exercise good faith and best efforts to take all actions reasonably necessary to fulfill the terms and intent set forth herein, subject to necessary approvals of the above-referenced definitive agreements.

This Letter of Intent hereby establishes the following key terms of the proposed future agreement(s) between the Parties:

Key Terms:

New Riverfront Park Entries - West

- City Finance and Public Works to exchange City-owned property on south side of Spokane River, and current Bridge Avenue ROW with Parks for Bosch Lot property on North side of Spokane River – see attached map/parcels (Attachment B);
- City Finance and Public Works to close/vacate Bridge Avenue ROW and dedicate to Park purposes (gateway, trailhead) with appropriate utilities easements maintained within the vacated right of way;
- The Parties understand and agree that all property identified above is already held in title by the City of Spokane, or is Right of Way under the jurisdiction of the City of Spokane, and that said property exchange will occur by inter-division agreement;
- The parties understand that the portion of the property north of the river is under the control and jurisdiction of the Spokane Park Board and may be subject to City Charter provisions restricting the sale or exchange of park land.
- This property exchange will be used to remove RCO restrictions on Bosch Lot and ultimately transfer those restrictions to south plaza/trailhead and new north gateway/trailhead;

- City Finance and Public Works will negotiate and enter into development or purchase/sale agreement for sale/lease of Bosch property to allow for ~~climbing-a~~ recreational facility and public parking structure as described in attached Resolution (Attachment A) and subject to City Council approval;
- City Finance and Public Works will utilize proceeds from Bosch sale/lease for gateway and trailhead improvements in the closed/vacated right of way, which property will be transferred to the control of and management of Parks;
- City Finance and Public Works will work with Park Board to define/design agreeable gateway and trailhead improvements adjacent to Veteran's Park to be agreed upon and funded by City Finance and Public Works through proceeds from the Bosch sale/lease ;
- City Public Works will work with Parks (~~through amendment to current City/Utilities/Parks agreement~~) to compensate Parks for lost parking revenue from Bosch and for ongoing maintenance on south side plaza space;
- Parks will control and manage new south plaza/south gateway/trailhead (over CSO 26) and new trailhead and north gateway (over ~~c~~Closed Bridge Avenue);
- Riverfront Park will then be formally extended to include the new south plaza/gateway/trailhead on the south bank and the new north Trailhead/Gateway on the north bank, wrapping around the spectacular lower falls and Huntington Park.
- City Public Works and City Finance agree to indemnify Parks in the event that Parks incurs any liability as a result of any transactions contemplated by this Agreement.

This Letter of Intent is executed this day of _____

City of Spokane Finance Division

City of Spokane Public Works Division

City of Spokane Parks Division



Agenda Sheet for City Council Meeting of:
03/27/2017

Date Rec'd	3/8/2017
Clerk's File #	RES 2017-0019
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	GAVIN COOLEY EXT 6586
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	#0410 JOINT CITY COUNCIL / PARK BOARD SUPPORT FOR INTEGRATED PROJECTS

Agenda Wording

A joint resolution stating the City Council's and Park Board's support for the continued integrated planning and work to utilize City Parks and other City properties to meet a range of mutually identified strategic goals and objectives

Summary (Background)

Continued work between the City and Parks Department to provide integrated planning, work and potential redevelopment involving the Bosch Lot, certain City rights-of-way and other properties in and around the City's Riverfront Park

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	leadie@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	gjones@spokanecity.org	
<u>Additional Approvals</u>		rromero@spokanecity.org	
<u>Purchasing</u>			

JOINT RESOLUTION NO. 2017-0019

A joint resolution stating the City Council's and Park Board's support for the continued integrated planning and work to utilize Parks and other City properties to meet a range of mutually identified strategic goals and objectives.

WHEREAS, the 100-acre Riverfront Park situated along the Spokane River, is the City's central downtown feature and, together with the central city Spokane River Falls, is the community's ascendant public and cultural asset; and

WHEREAS, City of Spokane Parks acquired a lot northwest and non-contiguous to central Riverfront Park, commonly identified as the "Bosch Lot", on July 3, 1975; and

WHEREAS, Bosch Lot was acquired with funds from the Department of Housing and Urban Development and the Washington State Recreation and Conservation Office (RCO) with the intent of its development for recreational purposes; and

WHEREAS, after acquisition of the Bosch Lot, the voters in 1987 amended the Spokane City Charter, Section 48, to provide that that no existing park may be sold or exchanged without the prior approval of the city electorate; and

WHEREAS, since its acquisition Bosch Lot has not been landscaped, constructed or otherwise developed as a recreational area or park, but has instead operated as a parking lot with significant portions devoted to parking City vehicles; and

WHEREAS, the City and Parks are exploring a transaction that may include selling, leasing and/or surplus the Bosch Lot or portions thereof as part of a continuing integrated strategy for accomplishing the objectives identified herein; and

WHEREAS, with RCO approval, the City and Parks previously reached agreement for placement of a CSO tank on Bosch Lot which tank is now nearing completion; and

WHEREAS, in keeping with the primary goal and vision of the Integrated Clean Water Plan to achieve multiple public benefits on CSO sites; and

WHEREAS, in further keeping also with the Park Board's desire to fulfill the recreational goals that prompted the acquisition of the Bosch Lot by providing for more useful recreational parcels within the urban core and near Riverfront Park; and

WHEREAS, The Riverfront Park Master Plan 2014, at Section 8.2, specifically identifies "Public-Private Development Opportunities" for Park-owned property as "Climbing Gym" on the north bank of Riverfront Park near Bosch Lot; and

WHEREAS, the City and Parks have worked closely to identify key community benefits and strategic outcomes which can be accomplished through a broadly integrated plan

for repurposing the Bosch Lot in conjunction with planning and redevelopment of other City properties, including the following:

1. A public trail-head for the Downtown Centennial Trail and Gorge Loop Trail; and
2. An enhanced and contiguously designed scenic overlook for the Falls through Veteran's Park; and
3. Design and redevelopment of City properties to seamlessly integrate Riverfront Park with the City's central falls and river gorge environments, including new northwest and southwest public gateways and central falls overlooks into Riverfront Park and which will simultaneously serve to complete the approximate 3 ½ mile Gorge Loop Trail thereby fulfilling key elements of the City's Gorge Park, the longstanding and central recommendation of the 1913 Olmsted Brothers Report to City Parks; and
4. A privately operated recreation facility (e.g. climbing gym/facility) as supported by the Riverfront Master Plan' and
5. Collaborative consideration and development of other cultural amenities in the surrounding areas that build on the environmental active-engagement and stewardship themes of Expo 74 together with fulfilling the long standing vision to commemorate the depth of our region's connection with the Spokane Tribe of Indians - past, present and future - through creation of a sweeping three-part art installation incorporating the newly established North and South Riverfront Park Gateways geographically across the Spokane River Gorge; and
6. Additional public and private parking to support items 1-5; and

WHEREAS, a local design consultant has previously worked with Spokane Parks to perform site and other planning on the Bosch Lot and surrounding areas during the design of the CSO tank to maximize future uses; and

WHEREAS, the City and Parks have commissioned a local design consultant to collaboratively develop an initial site plan and pre-design study to identify creative ways to achieve these six objectives while promoting an overall scope and design that will at once inspire, energize and promote a diversity of broader community benefits in the forms of recreational, cultural, economic development and other activities in the surrounding areas; and

WHEREAS, the City and Parks have been working with a private developer and operator, who has independently partnered with key members of Spokane's renowned climbing community and who has expressed a willingness to finance key elements of the Downtown Centennial Trail and Gorge Loop trailheads and contiguous scenic falls overlook; and

WHEREAS, the local design consultant is working with the private developer and operator to envision and propose a plan for how all these elements could be blended to spur an integrated public-private project; and

WHEREAS, to facilitate and promote expeditiously meeting the foregoing goals and objectives, the City of Spokane anticipates the need to address a variety of key issues, including, but not limited to:

- A. The closure of Bridge Street between Post and Monroe to allow for natural and seamless integration with the Centennial Trail, Veterans Park, and Spokane River environment; and
- B. The exchange of the approximate 20,000 square foot Bridge Street right-of-way between Public Works and Parks, effectively providing Parks the 20,000 square feet where Bridge currently sits and providing Public Works the 20,000 square feet directly to the south of Bridge. This new 20,000 square foot Parks property will then be adjacent to Veteran's Park and will effectively create a seamless overlook to the falls and to provide a Northwest gateway to Riverfront Park, the Centennial Trail and Gorge Loop trailheads; and
- C. Lifting of existing RCO restrictions on the Bosch Lot in exchange for the development of the trailheads and related parking, expansion of Riverfront Park through Northwest and Southwest gateways and numerous other public outdoor recreational activities; and
- D. The exchange of the remainder of Bosch Lot between Parks and the City to provide the necessary contiguous property for development of a privately-operated recreation facility, parking requirements and derivative financial resources needed for the enhanced gateways, trails and other improvements to Riverfront Park; and
- E. The sale or lease of the Bosch Lot for the construction of a privately operated recreation facility (e.g. climbing gym/facility) and structured parking over and adjoining the newly constructed CSO tank. This additional parking is a critical element of this integrated project and will need to be developed as part of the total plan; and
- F. Developing a financial plan to apply the sale proceeds from the Bosch Lot for a privately-operated recreation facility and adjacent parking, to be used to build out the public park enhancements identified herein; and
- G. Developing detailed plans between the City and Parks to assure that current and future-year Parks budgets will not be adversely affected by the integrated plans envisioned herein (including replacement of parking revenues previously earned by Parks from operation of the Bosch Lot and a provision that the current and continuing costs of meeting the foregoing goals and

objectives, excluding maintenance costs of the Northwest trailhead adjoining the current Bosch Lot, will not be passed onto Parks);
and

WHEREAS, the Spokane City Council and Spokane Parks Board are committed, in these and other public improvement and economic development actions related to the Bosch Lot, to a transparent public process allowing for public comment and discussion.

NOW, THEREFORE, BE IT JOINTLY RESOLVED that the Spokane City Council and City Park Board states their strong support for the development of a proposal for the redevelopment of the former Bosch Lot and surrounding public properties to meet the foregoing public goals and objectives.

Passed by the City Council this 13th day of March, 2017 and Parks Board on the 9th day of March, 2017

City Clerk

City Council President

Park Board President

Approved as to form:

Assistant City Attorney



Bosch Lot park property:
+/- 49,350 square feet (1.13ac)

Summit Parkway ROW &
Future South Plaza:
+/-73,800 square feet (1.70ac)

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-11-08
LGL 2011-0032

TITLE: **COMMUNITY GARDENS**
EFFECTIVE DATE: February 10, 2011
REVISION EFFECTIVE DATE: N/A

1.0 GENERAL

1.1 The purpose of this document is to establish a policy for community garden use on Spokane Parks and Recreation property.

1.2 TABLE OF CONTENTS

SECTION 1 GENERAL
SECTION 2 DEPARTMENTS/DIVISIONS AFFECTED
SECTION 3 REFERENCES
SECTION 4 DEFINITIONS
SECTION 5 POLICY
SECTION 6 PROCEDURE
SECTION 7 RESPONSIBILITIES
SECTION 8 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED:

This policy applies to all Parks and Recreation Areas.

3.0 REFERENCES

City Charter Section 48. Park Board -- Powers.
Rules of the Park Board Section 14, General Operating Policies and Procedures,
Rulings, and Appeals
Spokane Municipal Code 17C.190.460.

4.0 DEFINITIONS

4.1 "Community Garden" means an area that contains raised planting beds for vegetable gardens that are used by citizens for personal or non-profit use. A Community Garden will not be used by any individual for financial gain. Produce may be sold offsite if the proceeds are to benefit a non-profit organization.

- 5.5 Pipelines or cables are to be installed underground unless it can be justified that an above-ground installation is constructive or essential. Park Staff shall approve all infrastructure improvements associated with Community Gardens.
- 5.6 The Spokane Park Board will consider each Community Garden request on a case-by-case basis.
- 5.7 Approval will not be granted if the site is considered to be environmentally sensitive or classified as important due to historical significance, habitat, existing life forms, or archaeological conditions as defined by Park Staff.
- 5.8 In granting approval of a Community Garden on Parks and Recreation Areas, there will be no cost to the Spokane Parks and Recreation Department in site development and recovery (including irrigation), additional site security, or maintenance. The MOU shall identify who will be responsible for site recovery should the Community Garden fail, and include a hold harmless and insurance provisions.
- 5.9 The Director of Parks and Recreation may take emergency action if necessary to protect the health, safety and welfare of the public.
- 5.10 The Proposer shall be a not for profit organization.
- 5.11 The term of the MOU shall be five (5) years. The Proposer shall maintain the Community Garden during that entire term. The Park Board may renew the MOU for an additional five (5) year term.
- 5.12 The Director of Parks and Recreation may terminate the MOU with a thirty (30) day notice if terms of this policy, the MOU and or the Rules and Regulations of the Community Garden are violated.
- 5.13 Every Community Garden shall have Rules and Regulations approved by the Director of Parks and Recreation and the Park Board permanently posted on site of the Garden.
- 5.14 Park Staff will have access to the Community Garden and all secured areas within the site at all times.

6.0 PROCEDURE

- 6.1 The Director of Parks and Recreation will receive written proposals for Community Gardens on Parks and Recreation Areas at least one (1) month prior to a regularly scheduled Spokane Park Board's Land Committee meeting.

- 6.11 The Proposer will be responsible to assure that no environmental hazards are created related to the Community Garden and the garden's operations.

7.0 RESPONSIBILITIES

The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

None

APPROVED BY:



City Attorney (ASST)

9-6-11

Date



Director of Parks and Recreation

9/6/11

Date

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.





35314.0007 (Parcel)	
Owner Country	
Taxpayer Name	BRACHER PROPERTIES, LLC
Taxpayer Address 1	PO BOX 1269
Taxpayer Address 2	
Taxpayer City	KETCHUM
Taxpayer State	ID
Taxpayer Zip	83340
Taxpayer Country	
Property Use	Vacant Land
Tax Year	2017
Assessor Landuse	TO80
Vacant	Y
Assessor Acreage	30.59
Assessed Value	\$34,370.00
Taxable Value	\$34,370.00
Land Value	\$34,370.00

35323.0001 (Parcel)	
Taxpayer Name	BRACHER PROPERTIES, LLC
Taxpayer Address 1	PO BOX 1269
Taxpayer Address 2	
Taxpayer City	KETCHUM
Taxpayer State	ID
Taxpayer Zip	83340
Taxpayer Country	
Property Use	Vacant Land
Tax Year	2017
Assessor Landuse	RSML
Vacant	Y
Assessor Acreage	19.16
Assessed Value	\$3,550.00
Taxable Value	\$3,550.00
Land Value	\$3,550.00

OLDFIELD LAW OFFICE

Thomas H. Oldfield
1401 Regents Blvd., Suite 102
Fircrest, WA 98466

PARKS &
RECREATION
MAR 20 2017
RECEIVED

Direct – 253-414-3510
Cell – 253-229-9983

March 14, 2017

Leroy Eadie, Director
Spokane Parks & Recreation
Spokane City Hall
808 West Spokane Falls Blvd, 5th Floor
Spokane, WA 99201

Dear Mr. Eadie:

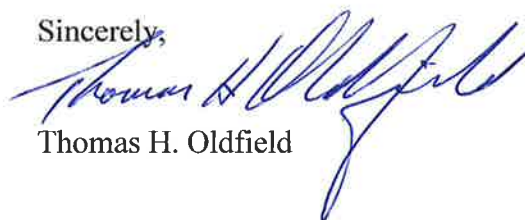
I am writing on behalf of Children's Home Society of Washington ("CHSW"). CHSW owns a lot in Spokane that is surrounded by City owned land, which I understand that the City hopes to make part of a park at some point in the future. The parcel number is 25152.01432. The legal description is Lot 10, Block 24, All Saints Addition. It has no street address. The City owns parcels 25152.0140, 0141, 0143, and 0144. The assessed value of the property is \$1,000.

CHSW would be pleased to sell the property to the City for its assessed value, \$1,000. The property is not being used to support the charitable purposes of CHSW, and the parcel fits nicely into a much larger group of lots that the City owns. CHSW would like to see the property become part of a park, but would not make that a condition of or restriction on the sale.

Please discuss this offer with the appropriate persons and let me know if the City wishes to purchase the property. If you have any questions, please contact me.

Thank you.

Sincerely,

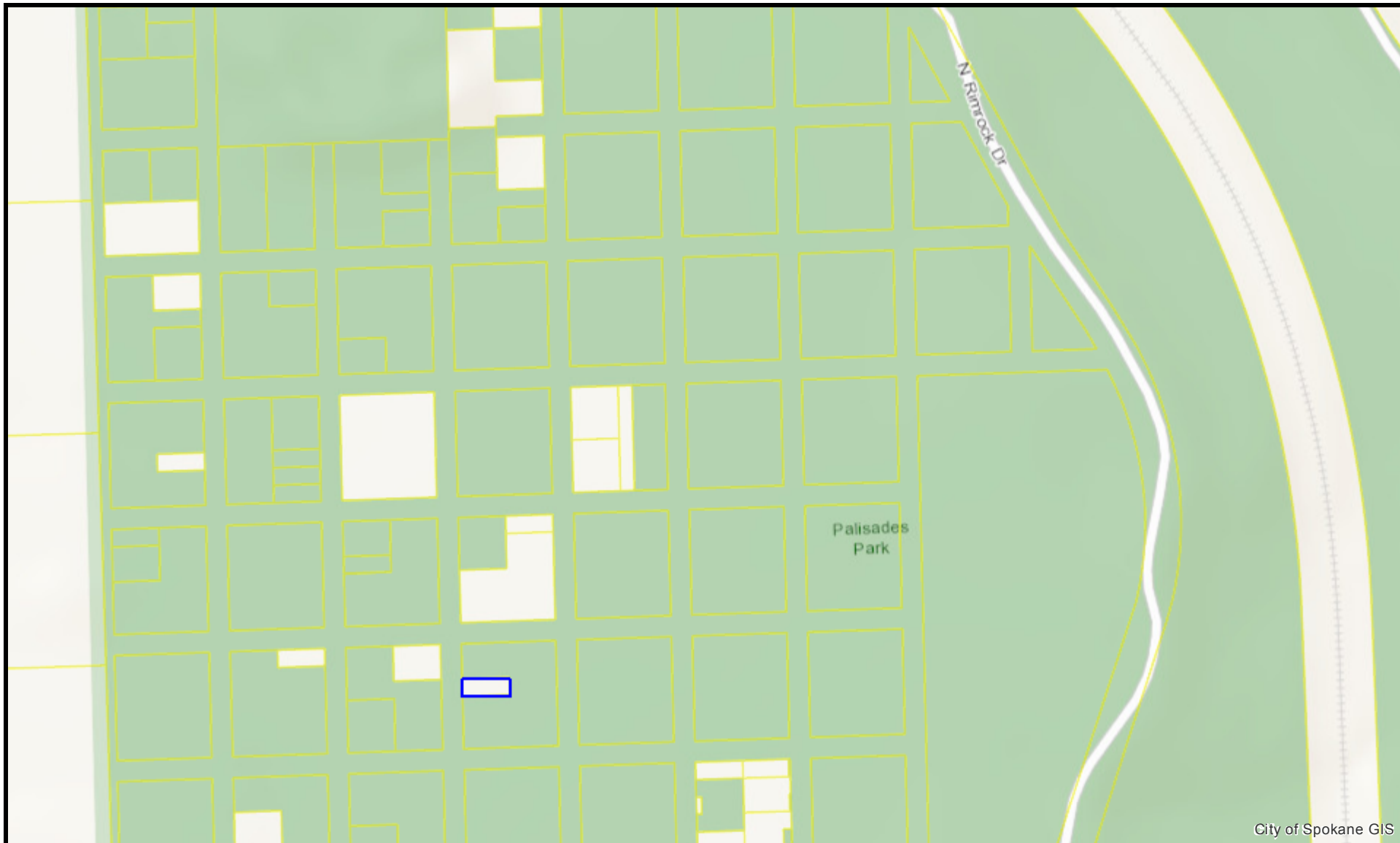


Thomas H. Oldfield

THO:hs


CC: Marilyn Detrick, CHSW

L:\245.01\Letters\Spokane - Vacant Lot.Docx



City of Spokane GIS

My Map
March 31, 2017

Legend
 Parcel



1:4,800
0 125 250 500 Feet
0 35 70 140 Meters



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

City of Spokane Park Planning: Special Projects 2017				
Project Description	Funding Source	Project Status	Estimated Cost	Updated
CHHS FUNDED				
Rochester Heights Park Improvements	Community, Housing & Human Services	Lighting complete/pathway project out to bid May 1	\$ 60,800.00	4/5/2017
Hays Park Improvements	Community, Housing & Human Services	Design Starts May	\$ 28,208.00	4/5/2017
Mission Park Ability Field	Community, Housing & Human Services	Parks match	\$ 33,800.00	2/1/2017
Glass Park Lighting and Ballfield Upgrades	Community, Housing & Human Services		\$ 15,000.00	2/1/2017
Coeur D' Alene Park Improvements	Community, Housing & Human Services	Match for entrance improvements	\$ 2,900.00	2/1/2017
PARKS CAPITAL				
Park Operations Annex and Storage	2017 Parks Capital	Programming	\$ 450,000.00	2/1/2017
Park Planning Neighborhood Match Funds	2017 Parks Capital	Placeholder	\$ 20,000.00	2/1/2017
Manito Duncan Garden Fountain Repairs	2017 Parks Capital		\$ 35,000.00	2/1/2017
Manito Duncan Garden Reflecting Pond Repairs	2017 Parks Capital		\$ 35,000.00	2/1/2017
Manito Roof Replacements	2017 Parks Capital	Refining budget	\$ 55,000.00	2/1/2017
Friends of Manito Match	2017 Parks Capital		\$ 40,000.00	2/1/2017
Park Operations Admin Building Upgrades	2017 Parks Capital	Receiving quotes	\$ 40,000.00	4/5/2017
Park Restroom Upgrades	2017 Parks Capital		\$ 25,000.00	2/1/2017

City of Spokane Park Planning: Special Projects 2017				
Project Description	Funding Source	Project Status	Estimated Cost	Updated
Playground Replacements	2017 Parks Capital	Wildhorse Park	\$ 40,000.00	2/1/2017
Finch Arboretum IT Upgrades	2017 Parks Capital		\$ 30,000.00	2/1/2017
Mission Adaptive Ball Field / Restroom and Lighting Match	2017 Parks Capital	Design starts May	\$ 60,000.00	4/5/2017
Recreation Facility Renovations	2017 Parks Capital		\$ 10,000.00	2/1/2017
Finch Arboretum Master Plan	2017 Parks Capital	Identifying scope	\$ 30,000.00	4/5/2017
Safer Routes to Parks	2017 Parks Capital	Identifying locations	\$ 30,000.00	4/5/2017
Franklin Shade/Safety Structures	2016 Capital Carryover and 2017 Capital		\$ 70,000.00	2/1/2017
Asphalt Repairs	2016 Parks Capital Carryover	Fish Lake Trail and tennis court repairs / construction 2017	\$ 75,000.00	2/1/2017
Coeur D' Alene Park Entrances/Pathways Install	2016 Parks Capital Carryover	Ready for bid / install 2017	\$ 75,000.00	2/1/2017
Edwidge Woldson Park Restroom Design	2016 Parks Capital Carryover	Under design / complete June 2017	\$ 35,000.00	4/5/2017
Rotary Fountain Design	2016 Parks Capital Carryover	Under design	\$ 85,000.00	4/5/2017
Historic Rock Repairs	2016 Parks Capital Carryover	Rockwood Blvd. wall	\$ 29,000.00	2/1/2017
Building Security Upgrades	2016 Parks Capital Carryover	Implement recommendations from study	\$ 29,000.00	2/1/2017
Park Irrigation	2016 Parks Capital Carryover	75 % complete / restart in the fall	\$ 16,000.00	4/5/2017
Peaceful Valley Sports/Futsal Court	2016 Parks Capital Carryover	Construction starts April 10	\$ 78,000.00	4/5/2017

City of Spokane Park Planning: Special Projects 2017				
Project Description	Funding Source	Project Status	Estimated Cost	Updated
Corbin Art Center Improvements	2016 Parks Capital Carryover	COMPLETE	\$ 30,000.00	4/5/2017
Merkel Lighting Upgrade	2016 Parks Capital Carryover	Moved to 2017	\$ 25,000.00	2/1/2017
OTHER FUNDING				
2015 Wind Storm Cleanup	Parks Emergency Fund	Byrne Park restroom under design - Advertise for bid 6/1	\$ 44,000.00	4/5/2017
Mirror Pond Project	RCO/Friends of Manito	Construction starts mid April	\$ 180,000.00	4/5/2017
SE Complex Park Plan	Strategic Investments	Working on plan with RCO and submitted grant applications	\$ 16,000.00	2/1/2017
Shadle Park Event Pad	Strategic Investments	Construction start April 10	\$ 80,000.00	4/5/2017
Sky Prairie Park Improvements	Impact Fees	Construction start May 1	\$ 50,000.00	4/5/2017
General Park Improvements	Strategic Investments	Under construction	\$ 200,000.00	4/5/2017
Rotary Fountain Repairs		Under design and identifying funding sources	\$ 600,000.00	4/5/2017
Park Operations Screening	Strategic Investments	Combine with Ops storage design	\$ 50,000.00	4/5/2017
Mission Park Ability Field	RCO/Cal Ripken Sr. Foundation	Construction start 4/10	\$ 895,411.00	4/5/2017
PROJECT ADMIN.				
CSO Projects	Utilities	Bosch Lot, Liberty, Pettet Dr, Nettleton		4/5/2017
RCO Grants		Grant applications submitted		10/5/2016