



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

May 1, 2019, 3:00 p.m. – 5:00 p.m.

Meeting Room at Manito Park

2016 S. Tekoa Street, Spokane, Washington

Carl Strong – Park Operations Assistant Director

Committee Members:

X Gilman, Greta – Chairperson
E Lodato, Sally
X Ogden, Jennifer
A SiJohn, Jamie
X Fagan, Mike – Council Liaison

Also present:

Park Board:

Bob Anderson

Parks Staff:

Fianna Dickson
Garrett Jones
Angel Spell
Carl Strong

Other City Staff:

Guest(s):

Speed Fitzhugh
Steve Wilson

(Notes: Sally Lodato was an excused absence. Mike Fagan left about 4:21 p.m.)

Summary

- The Committee moved the Finch Arboretum Community Gardeners Association Memorandum of Understanding (MOU) forward to the main Park Board.
- The Committee moved the Woman's Club Community Garden Alliance MOU at the Finch Arboretum forward to the main Park Board.
- The Dutch Jakes Park Construction Contract action item will be presented at Finance Committee as bid opening will be next Monday.
- The Committee moved the Thornton Murphy Joint Use Parking Area MOU to the full Park Board.
- Avista staff reviewed the Avista Campus Park project location, proposed scope of work, benefits, information gathering efforts, and management goals.
- Park staff reviewed the Don Higgins commemoration discussion background, location, project support, and future Committee action.
- The Parks Surplus Property Policy community outreach survey was reviewed. Before going live, staff desires feedback from all Park Board members regarding changes and direction for moving forward.
- Regarding the Maintenance Agreement with Utilities for Stormwater and Other Facilities on Park land, audits and efforts to identify efficiency opportunities related to stormwater fee discounts continue. For each facility/park area impacted by utility or stormwater activity, Park Operations staff are performing an intensive inventory and working to have a resource management plan in place. To evaluate efficiency differences a scorecard will be used for each location. The Agreement will clarify maintenance responsibilities for each Department.
- Staff explained impacts of a Sportsplex budget situation on development of the Sportsplex Joint Use Agreement. Completion this summer is still expected.
- The printed Park Operations monthly financial report was not available. Per staff, financials are tracking as expected. Vacant positions and delayed hiring of some temp/seasonal employees has helped limit year-to-date expenses.
- The North Channel suspension bridge project was the only Parks Capital Projects update given.

MINUTES

The Chairperson convened the meeting at 3:00 p.m. Attendance was noted. Agenda order changes were made as the meeting progressed.

Action Items:

1. **Finch Arboretum Community Gardeners Association** – This Memorandum of Understanding (MOU) is a renewal of a current one expiring at the end of a three year term. Officially the group is an association, not a 501(c)3. Park staff will research what edits may be needed in the document to reflect this correction. Questions and clarifications were discussed.

Motion #1: Greta Gilman motioned to move the Finch Arboretum Community Gardeners Association MOU forward to the main Park Board. Jennifer Ogden seconded. Motion carried, unanimously.

2. **Woman's Club Community Garden Alliance and MOU** – Park staff reviewed other community gardens operated by this group in Spokane and how they function. This garden will be at the Finch Arboretum.

Motion #2: Greta Gilman motioned to move the Woman's Club Community Garden Alliance MOU at Finch along to the main Park Board. Jennifer Ogden seconded. Motion carried, unanimously.

3. **Dutch Jakes Park Construction Contract** – This item will be presented at Finance Committee as bid opening will be next Monday.

4. **Thornton Murphy Joint Use Parking Area MOU** – Staff reviewed the item background, location, and MOU details. Questions were discussed during the review.

Motion #3: Mike Fagan motioned to move the Thornton Murphy Joint Use Parking Area MOU to the full Park Board. Jennifer Ogden seconded. Motion carried, unanimously.

Discussion Items:

1. **Avista Campus Park** – Avista staff reviewed the project location, proposed scope of work, benefits, information gathering efforts, and management goals. Questions, clarifications, and concerns were discussed during the presentation.

2. **Don Higgins Commemoration Discussion** – Park staff reviewed the item background, location, project support, and future Committee action.

3. **Parks Surplus Property Policy Outreach Timeline Update** – Staff reviewed the community outreach survey. Before going live, staff desires feedback from all Park Board members regarding changes and direction for moving forward. Suggested survey edits, questions, clarifications, and obtaining Board Member consensus were discussed.

4. **Maintenance Agreement with Utilities for Stormwater and Other Facilities on Park Land** – Per staff, audits and efforts to identify efficiency opportunities related to stormwater fee discounts continue. For each facility/park area impacted by utility or stormwater activity, Park Operations staff are performing an intensive inventory and working to have a resource management plan in place. To evaluate efficiency differences a scorecard will be used for each location. The Agreement will clarify maintenance responsibilities for each Department. Questions, concerns, and clarifications were discussed.

5. Sportsplex Joint Use Agreement – Staff explained impacts of a Sportsplex budget situation on development of the Agreement. Completion this summer is still expected. Questions, clarifications, and concerns were discussed.

Standing Report Items:

1. Park Operations Monthly Financials – A printed report was not available. Per staff, financials are tracking as expected. Vacant positions and delayed hiring of some temp/seasonal employees has helped limit year-to-date expenses. Questions were discussed.

2. Parks Capital Projects Update – The North Channel suspension bridge project was the only update given. Questions were discussed during staff review.

The meeting adjourned at 4:28 p.m. The next Land Committee meeting will be Wednesday, June 5, 2019, at 3:00 p.m. in the Manito Meeting Room, 2016 S. Tekoa Street, Spokane, Washington.



City Clerk's No. _____

City of Spokane Parks and Recreation
Division

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

This Memorandum of Understanding (MOU) is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **Finch Arboretum Community Gardeners Association**, as ("Finch Arboretum Community Garden"). Hereafter individually referenced as a "party", and together as the "parties".

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

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

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

WHEREAS, Neighborhood Project Coordinator Steven Wilson will be the Garden Master to administer the day to day operation of the Finch Arboretum Community Garden, with additional support provided by local community volunteers. (Accept applications and assign plots for neighborhood residents; coordinate design, construction, planting and on-going maintenance of the garden plots; host informational meetings, prepare reports etc.)

WHEREAS, Finch Arboretum Community Gardeners Association wishes to act as the fiscal agent for the Finch Arboretum Community Garden, and

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

WHEREAS, the Finch Arboretum Community Garden site is to be located on Spokane Parks and Recreation property intended for use as public gardens and education.

-- Now Therefore, Finch Arboretum Community Gardeners Association seeks the Spokane Parks and Recreation Division approval of the Premises for the sole purpose of gardening in the planting bed, an area approximately 1,000 square feet, south of the parking lot, west of F St, in the John A. Finch Arboretum.

1. TERM OF MOU.

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

2. RESPONSIBILITIES OF ASSOCIATED GARDEN CLUBS OF SPOKANE.

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

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

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

4. INDEMNIFICATION.

Finch Arboretum Community Gardeners Association shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of Finch Arboretum Community Gardeners Association performance of this MOU, except to the extent of those claims arising from the negligence of the CITY, its officers and employees.

5. INDEPENDENT CONSULTANT.

Finch Arboretum Community Gardeners Association is an independent Contractor. This MOU does not intend Finch Arboretum Community Gardeners Association to act as a CITY employee. The CITY has neither direct nor immediate control over Finch Arboretum Community Gardeners Association nor the right to control the manner or means by which the Finch Arboretum Community Gardeners Association works. Neither Finch Arboretum Community Gardeners Association nor any of its employee shall be an employee of the CITY. This MOU prohibits Finch Arboretum Community Gardeners Association to act as an agent or legal representative of the CITY. Finch Arboretum Community Gardeners Association is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the CITY, or to bind the CITY. The CITY is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. Finch Arboretum Community Gardeners Association shall pay all income and other taxes as due.

6. ANTI KICK-BACK.

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

7. MISCELLANEOUS PROVISIONS.

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

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

Agreed to by the parties on this _____ day of _____, 2019

Spokane Parks and Recreation Division

Finch Arboretum Community Gardeners Association

By: _____

By: _____

Garrett Jones, Acting Director

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney

Attest:

Spokane City Clerk

Spokane Parks and Recreation Division

Finch Arboretum Community Garden Rules

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

27. Do not leave hoses running unattended and be mindful of others needs to water.
28. Tools may not be left in the garden.
29. No pets are allowed in the garden area except service dogs that must be leashed at all times.
30. No garbage service is provided so you must haul out any garbage.
31. Gardeners are expected to give volunteer hours each season for communal garden chores such as mowing, fall clean-up, and spring clean-up.
32. Two warnings will be issued for plots that are overgrown or otherwise not in compliance with garden rules. Failure to correct the violation within one week of notification will result in loss of garden privileges and re-assignment of your space without refund.
33. BE A GOOD NEIGHBOR to your fellow gardeners, to those that live around the garden, and to the families who use the adjoining play field. Help keep the garden neat and clean.

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





City Clerk's No. _____

City of Spokane Parks and Recreation
Division

**Memorandum of Understanding between Woman's
Club of Spokane Community Garden Alliance and
the City of Spokane Parks and Recreation Division**

This Memorandum of Understanding (MOU) is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **Woman's Club of Spokane Community Garden Alliance**, whose address is 1428 West 9th Ave, Spokane, Washington, 99204 as ("Woman's Club CGA"). Hereafter individually referenced as a "party", and together as the "parties".

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and responsibilities contained herein, the City and Woman's Club of Spokane Community Garden Alliance mutually agree as follows:

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

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

WHEREAS, Melody Price will be the Garden Master to administer the day to day operation of the Woman's Club CGA, with additional support provided by Woman's Club of Spokane local community volunteers. (Coordinate design, construction, planting and on-going maintenance of the garden plots; host informational meetings, prepare reports etc.)

WHEREAS, Woman's Club of Spokane Community Garden Alliance wishes to act as the fiscal agent for the Woman's Club of Spokane Community Garden, and

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

WHEREAS, the Woman's Club of Spokane Community Garden Alliance site is to be located on Spokane Parks and Recreation property intended for use as public gardens and education.

-- Now Therefore, Woman's Club of Spokane Community Garden Alliance seeks the Spokane Parks and

Recreation Division approval of the Premises for the sole purpose of gardening in the planting bed, an area approximately 2,400 square feet, south of the parking lot, west of F St, in the John A. Finch Arboretum.

1. TERM OF MOU.

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

2. RESPONSIBILITIES OF ASSOCIATED GARDEN CLUBS OF SPOKANE.

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

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

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

4. INDEMNIFICATION.

Woman's Club CGA shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct Woman's Club CGA performance of this MOU, except to the extent of those claims arising from the negligence of the CITY, its officers and employees.

5. INDEPENDENT CONSULTANT.

Woman's Club CGA is an independent Contractor. This MOU does not intend Woman's Club CGA to act as a CITY employee. The CITY has neither direct nor immediate control over Woman's Club CGA nor the right to control the manner or means by which the Woman's Club CGA works. Neither Woman's Club CGA Alliance nor any of its employee shall be an employee of the CITY. This MOU prohibits Woman's Club CGA to act as an agent or legal representative of the CITY. Woman's Club CGA is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the CITY, or to bind the CITY. The CITY is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. Woman's Club CGA shall pay all income and other taxes as due.

6. ANTI KICK-BACK.

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

7. MISCELLANEOUS PROVISIONS.

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

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

Agreed to by the parties on this _____ day of _____, 2019

Spokane Parks and Recreation Division

Woman's Club of Spokane CGA

By: _____

By: _____

Garrett Jones, Acting Director

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney

Attest:

Spokane City Clerk

Spokane Parks and Recreation Division
Woman's Club of Spokane Community Garden Rules

1. The Garden Master is Melody Price.
2. These rules must be posted on site at all times.
3. SPRD will turn on the water by April 1st and turn off the water by October 1st of each year.
4. The Garden shall be cleaned up and winterized by November 1st of each year and have no standing plant material beyond that date.
5. There will be no stockpiling or composting of any material that is brought from outside the Garden.
6. All watering shall be done by hand with no use of sprinklers.
7. No improvements will be allowed that are not a part of the approved site plan.
8. Temporary plant support structures are permitted as long as they are no taller than 6' above the grade of the Garden pathways.
9. All weather protection structures shall be approved by the Garden Master and shall be not taller than the approved perimeter fence.
10. Gardeners must register with the Garden Master and Registrar for the neighborhood in question in order to be assigned a plot in the garden. Fees are set on an annual basis to cover costs of operating the garden.
11. Each gardener must apply each year for a plot; returning gardeners will be given first preference and permitted to keep the same plot. After three weeks, unreserved plots will be made available to new gardeners.
12. The number of plots per gardener may be limited according to demand.
13. Handicapped accessible garden plots may be given to able bodied gardeners only if they are not being used. Should a request be made by a disabled gardener, that plot will be reassigned to the disabled gardener at the beginning of the growing season.
14. Herbicides, pesticides and chemical fertilizers are not permitted to be used in the garden.
15. Any new fresh organic material or compost shall be tilled within the same day of delivery.
16. No invasive species shall be introduced and will be monitored by the Garden Master.
17. Gardeners are responsible for keeping their plots weeded, tended and for keeping the area around their plots neat including edging around the raised bed. The plot must be cleared at the end of each growing season.
18. All garden walkways or pathways shall be kept clean and maintained with material identified in the site plan or the specifications list.
19. If you are unable to care for your plot for a time because of illness or vacation, ask a fellow gardener to help with weeding and harvesting.
20. Gardening must be contained within the defined space and plants are not allowed to invade walkways, plots assigned to other gardeners, or the fence surrounding the garden. Tall plants should be located at the center of the plot so they do not shade neighboring garden plots.
21. Garden plots may not be re-configured in any way. Plot numbers must be left in place.
22. Only untreated, wooden stakes for plants may be introduced into the garden. Plots may not be used for storage or wood scraps, household items or tools.
23. Water buckets must be emptied daily; no open containers of water are allowed in the garden by restriction of the Spokane Regional Health District.
24. Children under 12 must be accompanied by an adult at all times.
25. Park Hours and Rules must be observed.
26. Smoking is not allowed in or around the garden area.
27. Do not leave hoses running unattended and be mindful of others needs to water.

28. Tools may not be left in the garden.
29. No pets are allowed in the garden area except service dogs that must be leashed at all times.
30. No garbage service is provided so you must haul out any garbage.
31. Gardeners are expected to give volunteer hours each season for communal garden chores such as mowing, fall clean-up, and spring clean-up.
32. Two warnings will be issued for plots that are overgrown or otherwise not in compliance with garden rules. Failure to correct the violation within one week of notification will result in loss of garden privileges and re-assignment of your space without refund.
33. BE A GOOD NEIGHBOR to your fellow gardeners, to those that live around the garden, and to the families who use the adjoining play field. Help keep the garden neat and clean.

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



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Spokane
Attn: Clerk
808 W. Spokane Falls Blvd
Spokane, WA 99201

(space above this line for Recorder's use)

RECIPROCAL ACCESS AND PARKING AGREEMENT

This Reciprocal Access and Parking Agreement (this "Agreement") is made and entered into this ninth day of May, 2019 (the "Effective Date"), by and between Goodwill Industries of the Inland Northwest, a Washington nonprofit corporation ("Goodwill") and City of Spokane Parks and Recreation ("Parks"), hereinafter collectively referred to as the "Parties."

WHEREAS, Goodwill owns certain property located in the City and County of Spokane, Washington, ("**Property**"), the legal description of which is set forth and described on Exhibit "A" attached hereto, and the abbreviated legal description and tax parcel number of which is as follows ("**Goodwill Property**"):

27-25-43 TR " A" & "B" OF "STANEK" CITY SP94-14 AUDITORS
#9408110245 BK 11 PG 25 BEING A PTN OF SW1/4 OF SW1/4 TOGETHER
WITH E1/2 OF VAC REGAL ST W OF & ADJ TO TR "A" (Z18-864BLA, AFN
6758241) TAX PARCEL NOS. 35273.0065

WHEREAS, Parks owns certain property that is contiguous to the Goodwill Property, the legal description of which is set forth and described in Exhibit "A", and the abbreviated legal description and tax parcel number of which is as follows ("**Park Property**"):

272543PT OF SW1/4 OF SW1/4;PTN LYG S OF SL B90 LINCOL N
HTSEXTD WWN OF 27TH AVE W OF FISKE AVE E OF LN DRN 295.75FT
EOF SEC LN TAX PARCEL NO. 35273.0005

WHEREAS, the Goodwill Property and the Park Property have historically shared a parking area along the properties' common border as depicted in Exhibit "B" (the "Joint Parking Area");

WHEREAS, Good will plans to make improvements to the Goodwill Property and, in connection with that work, proposes to make certain improvements to the Joint Parking Area that will benefit both the Goodwill Property and Park Property;

WHEREAS, the parties desire to enter into this Reciprocal Access and Parking Agreement under which the Parties will exchange non-exclusive easements covering the Joint Parking Area granting the Parties certain reciprocal parking rights together with rights of ingress and egress to the Joint Parking Area;

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the parties hereto, the adequacy and sufficiency of which is hereby acknowledged by each of the parties, it is agreed as follows:

1. All of the recitals set forth hereinabove are incorporated herein by this reference as though fully set forth below.

2. Goodwill and Parks hereby grant and convey to the other and reserve to themselves non-exclusive access and parking easements on, over and across Joint Parking Area as described and depicted in Exhibit "B", subject to the following terms and conditions:

A. The reciprocal easements granted herein shall run for a period of twenty (20) years commencing on the Effective Date and terminating twenty years thereafter; provided, upon the Parties' mutual written agreement, the easements granted herein may be extended for an additional twenty years under the same terms and conditions.

B. Goodwill shall, at no cost or expense to Parks, design and construct a new shared access driveway, including curb cut, driveway, and drive isle to serve the Joint Parking Area, all as depicted on Exhibit "C".

C. Goodwill shall, at no cost or expense to Parks, resurface (new seal coat) and re-stripe the entire Joint Parking Area, as generally depicted in Exhibit "C". Goodwill shall comply with all Federal, State, and local laws in designing and constructing improvements in the Joint Parking Area.

D. Goodwill shall, at no cost or expense to Parks, perform routine maintenance (sweeping, washing etc.) on the Joint Parking Area during at the same frequency and quality as is performed on the "Goodwill Property".

E. Parking stalls on Parks' portion of the Joint Parking Area shall be subject to Parks Department parking regulations, including no parking between 10pm and 6am without prior approval by Parks. Parks may install signs on its portion of the Joint Parking Area to reflect this restriction and other park rules. Otherwise, employees and invitees of both Goodwill and Parks

will be allowed to park in the Joint Parking Area.

F. Parks does not plan to plow snow in Parks' portion of the Joint Parking Area. During the winter, Goodwill may push snow from the shared access driveway and Goodwill's portion of the Joint Parking Area onto Parks' portion of the Joint Parking Area.

G. Parks will continue to maintain the existing landscape buffer between Thornton Murphy Park and the Joint Parking Area. The Parties intend for this landscaping to satisfy Goodwill's screening requirements along Goodwill's eastern property boundary line.

H. Parks shall be responsible for all future major repair and replacement of the asphalt parking surface on Park Property.

I. To facilitate Goodwill's completion of improvements to the Joint Parking Area, Parks grants Goodwill a temporary construction easement covering Parks' portion of the Joint Parking Area., and further grants Goodwill a temporary utility easement to access construction power from power pole located on Park Property. Goodwill shall make arrangements to ensure that the power is metered separately and invoiced directly to Goodwill.

J. Time is of the essence under this Agreement and the Parties anticipate that Goodwill will complete the improvements described herein above no later than July 2019.

3. Except as otherwise provided in this Agreement, neither party shall obligated to contribute or pay any funds for the construction, improvement, reconstruction, repair, operation, or maintenance of the Joint Parking Area; provided, both parties and their respective invitees and permittees shall have full use of the Joint Parking Area, subject to the terms of this Agreement. If either party damages the surface of the Joint Parking Area, then the party causing said damage, shall repair the damaged area and restore it to the condition which existed immediately before the act causing the damage, at that party's sole cost and expense.

4. The easements granted herein are specifically intended to be appurtenant easements that shall run with the land for the term indicated herein and shall benefit and provide ingress and egress over, under and across the above-described easements for the benefit of the properties described in this Agreement, irrespective of any changes in ownership thereof. This Agreement shall be binding upon the successors, heirs, and assigns of the parties hereto.

5. Goodwill shall, at its sole expense, obtain and keep in force throughout the term of this Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1 million per occurrence and \$2 million General Aggregate, naming the City of Parks, its officers, employees, contractors, agents, and other such persons or entities Parks may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Goodwill's use and occupancy of the Joint Parking Area Area, including non-owned automobile liability.

6. Parks shall, at its sole expense, obtain and keep in force throughout the term of this Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1 million per occurrence and \$2 million General Aggregate, naming Goodwill, its officers, employees, contractors, agents, and other such persons or entities as Goodwill may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Parks' use and occupancy of the Joint Parking Area, including non-owned automobile liability. Alternatively, Parks may self-insure in full satisfaction of its insurance requirements under this Agreement.

7. GOODWILL shall indemnify, defend, and hold the City of Spokane Parks harmless from all claims arising from the GOODWILL's use, occupancy, management, and maintenance of the Joint Parking Area or from any activity, work or thing done, permitted or suffered by GOODWILL in or about the Joint Parking Area, except to the extent such claim resulted from the act or omission of the City of Spokane or Parks' employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of GOODWILL's employees, agents, or contractors.

8. Parks shall indemnify, defend, and hold GOODWILL harmless from all claims arising from Parks' use, occupancy, management, and maintenance of the Joint Parking Area or from any activity, work or thing done, permitted or suffered by Parks in or about the Joint Parking Area, except to the extent such claim resulted from the act or omission of GOODWILL's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Parks' employees, agents, or contractors.

9. In the event legal action is instituted to enforce or interpret the terms of this Agreement or any decision of an arbitrator(s), the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and costs incurred in such action, as determined by the court(s) or by the arbitrator(s). In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this Paragraph 9, the term "action" shall be deemed to include any arbitration proceeding or any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States. Venue and jurisdiction for any action shall lie in Spokane County, Washington and this Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

10. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

GRANTOR:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

GRANTEE:

Goodwill Industries of the Inland Northwest
Attn: _____

Spokane, WA 99202

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Joint Parking Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Agreement may not be assigned without the written consent of both of the Parties, which consent will not be unreasonably withheld.

Dated as of the day and year first above-written.

GRANTOR:

CITY OF SPOKANE, PARK BOARD

By _____
Its: Chair

GRANTEE:

GOODWILL INDUSTRIES OF THE
INLAND NORTHWEST, A NONPROFIT
CORPORATION

By _____
Its: President/CEO

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

[NOTARY BLOCKS]

EXHIBIT A

Thornton Murphy Joint Access and Parking Agreement Easement Description

A joint access and parking agreement easement in the Southwest Quarter of the Southwest Quarter of Section 27, Township 25 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

BEGINNING at the Southeast corner of Parcel 'B' of Stanek City Short Plat 94-14, per Auditors file number 9408110245:

Thence along the South line of said Parcel B, North $89^{\circ}55'50''$ West a distance of 30.50 feet; Thence parallel with and 30.50 feet West of the East line of said Parcel B, North $00^{\circ}31'08''$ East a distance of 17.67 feet; Thence North $45^{\circ}05'37''$ East a distance of 27.78 feet to a point 11.00 feet West of said East line of said Parcel B; Thence parallel with and 11.00 feet West of said East line of said Parcel B, North $00^{\circ}31'08''$ East a distance of 262.82 feet to a point on the North line of said Parcel B; Thence along said North line, South $89^{\circ}55'50''$ East a distance of 11.00 feet; Thence South $89^{\circ}55'50''$ E a distance of 32.00 feet; Thence parallel with and 32.00 feet East of said East line of Parcel B, South $00^{\circ}31'08''$ West a distance of 180.00 feet; Thence South $08^{\circ}49'55''$ E a distance of 86.16 feet to a point 46.00 feet East of said East line; Thence parallel with and 46.00 feet East of said East line, South $00^{\circ}31'08''$ West a distance of 35.00 feet to the North line of 27th Avenue; Thence along said North line of 27th Avenue, North $89^{\circ}55'50''$ West a distance of 46.00 feet to the **POINT OF BEGINNING**.

Containing **14,527.43** S.F. of land more or less.

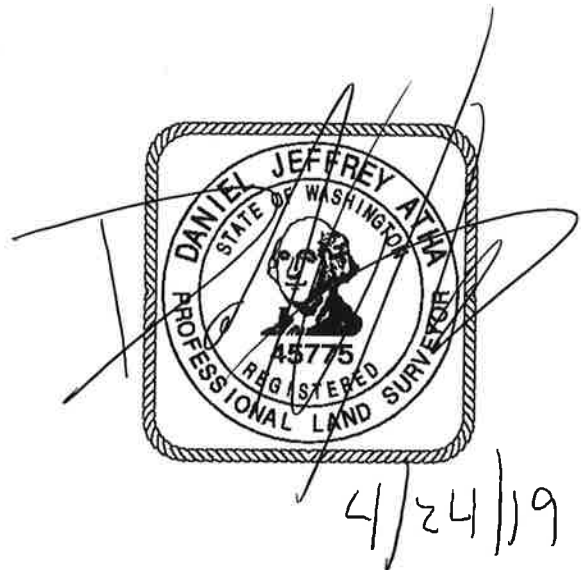
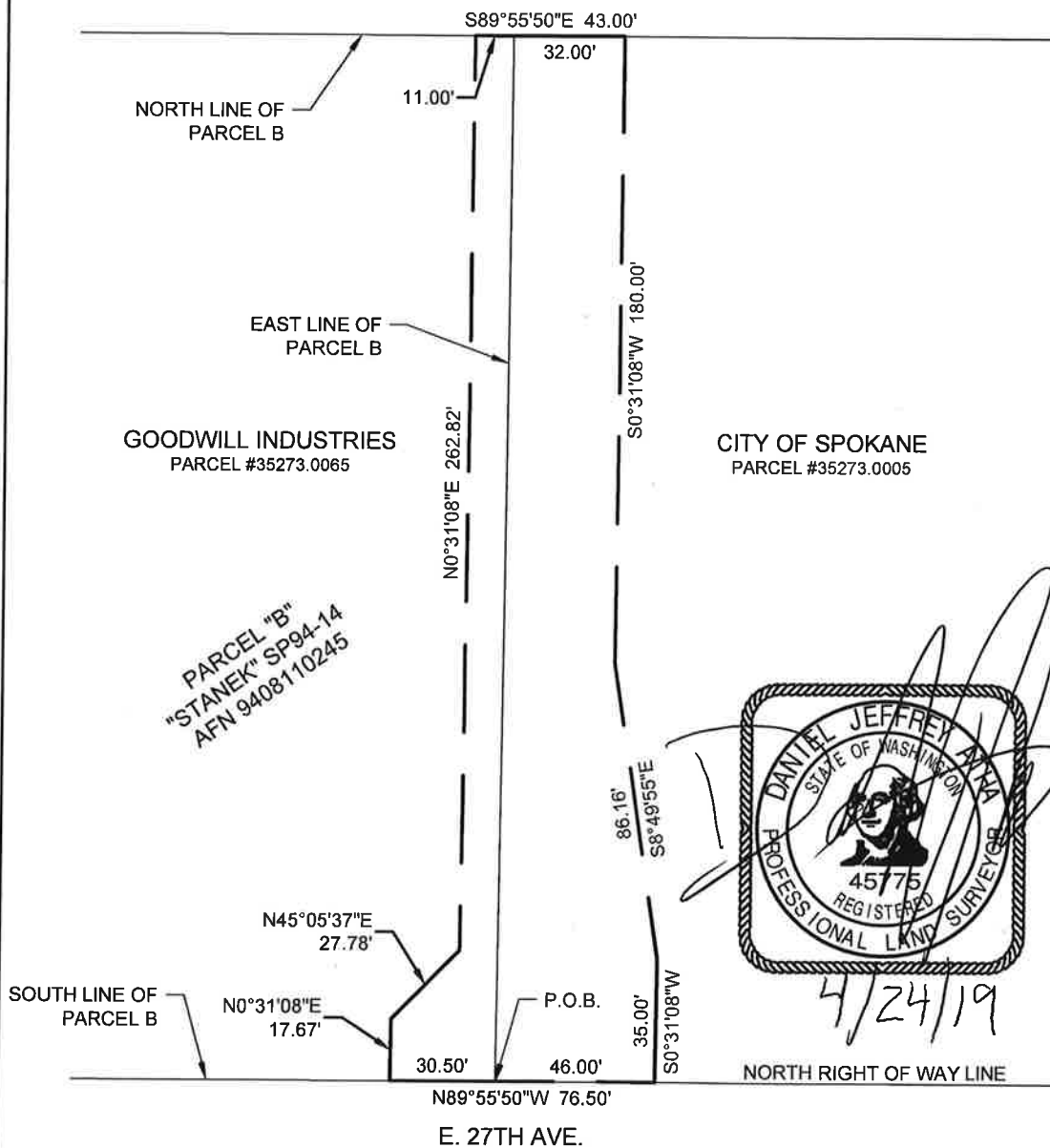



EXHIBIT B

Thornton Murphy Joint Access and Parking Agreement Project Number: 19-15



SCALE: 1"=50'



 COFFMAN ENGINEERS 10 N. Post Street, Suite 500 Spokane, WA 99201 ph 509.326.2994 www.coffman.com	LOCATION: E. 27TH AVENUE, SPOKANE, WA		PROJECT NO. 180182
	CLIENT: CITY OF SPOKANE	DATE: 04/25/2019	SHEET NO: 1 OF 1

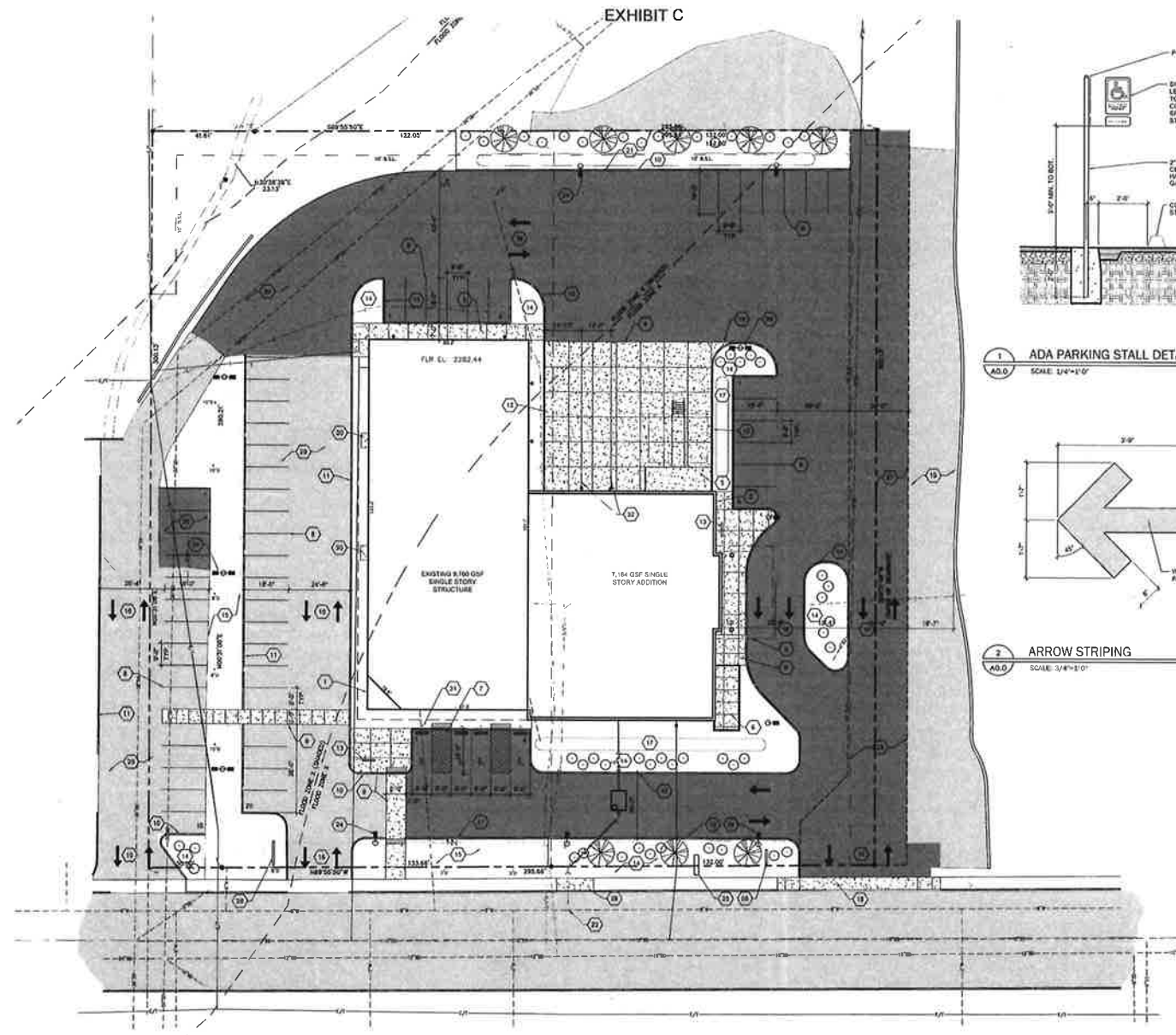
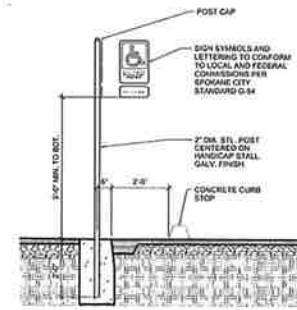
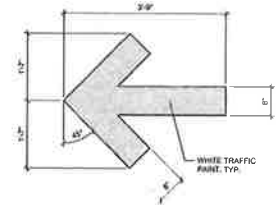


EXHIBIT C



1 ADA PARKING STALL DETAIL
SCALE: 1/4"=1'-0"



2 ARROW STRIPING
SCALE: 3/4"=1'-0"

KEY NOTES

- 1 EXPAND MAIN ENTRY. SEE FUR. PLANS.
- 2 EMPLOYEE ENTRY.
- 3 DONATION DROP OFF CANOPY ABOVE.
- 4 3% SLOPED CONCRETE LOADING RAMP.
- 5 TRASH AND RECYCLING CONC. DOCK WITH CANOPY ABOVE.
- 6 EMPLOYEE ENCLOSED EXTERIOR PATIO. SEE FLOOR PLANS.
- 7 ADA PARKING. REFER TO CIVIL FOR STALLS.
- 8 4" SHAPED PARKING STALLS.
- 9 CONC. WALK. SEE CIVIL DWGS.
- 10 CONC. CURB. SEE CIVIL DWGS.
- 11 EXISTING CONC. CURB.
- 12 CONC. RETAINING WALL. SEE STRUCTURAL DWGS.
- 13 BICYCLE RACK.
- 14 LANDSCAPE AREA. SEE LANDSCAPE DRAWINGS.
- 15 UPDATE EXISTING LANDSCAPE AREA. SEE LANDSCAPE DRAWINGS.
- 16 ARROW STRIPING. SEE CIVIL DWGS.
- 17 SIGNAGE. SEE CIVIL DWGS.
- 18 ENLARGED DRIVE APPROACH. SEE CIVIL DWGS.
- 19 EXISTING ADJACENT PARKING AREA.
- 20 EXTEND PARKING. SEE CIVIL DWGS.
- 21 LANDSCAPE BUFFER AND SWALE. SEE LANDSCAPE AND CIVIL DWGS.
- 22 EXISTING 6" WATER TAP. EXTEND FOR FIRE LINE. SEE CIVIL DWGS.
- 23 SHARED DRIVEWAY EASEMENT BOUNDARY.
- 24 SITE LIGHTING POLES (TYP.). SEE ELEC DWGS.
- 25 REMOVE EXISTING POLE MOUNTED SIGN.
- 26 MOVEMENT SIGN. SEE SHT A0-02.
- 27 REPLACE PAVED DRIVE ON ADJACENT PROPERTY. SEE CIVIL DWGS.
- 28 REPLACE DAMAGED CONC. SIDEWALK AND CURB PER CITY STANDARDS.
- 29 SEAL COAT EXISTING ASPHALT.
- 30 INSTALL ABANDONED PLANTER WITH 6" INCH CONC. SLAB.
- 31 ADA SIGNAGE AND CONC. WHEEL STOP. SEE DTL. A0-0.
- 32 8" WIDE TRUCK PARKING STRIPE.

PARKING SUMMARY:
 AVM: 16,000 / 330 = 51 STALLS
 SVA: 16,000 / 200 = 81 STALLS
 PROPOSED: 87 STALLS (14 ACCESSIBLE)



A SITE PLAN
ALL SCALE: 1"=20'

REVISIONS:

SITE PLAN

SOUTH HILL RETAIL STORE ADDITION
 GOODWILL INDUSTRIES OF THE INLAND NORTHWEST
 2927 EAST 27TH AVENUE
 SPOKANE, WA 99223

WAG
 Wolfe Architectural Group
 1015 N. Colquhoun Ave. Suite B
 Spokane, Washington 99201
 p 509.432.9969 f 509.455.2933
 www.wagarch.com

Project No.	18-128
Date	10-15-18
Drawn By	
Checked By	CWZ

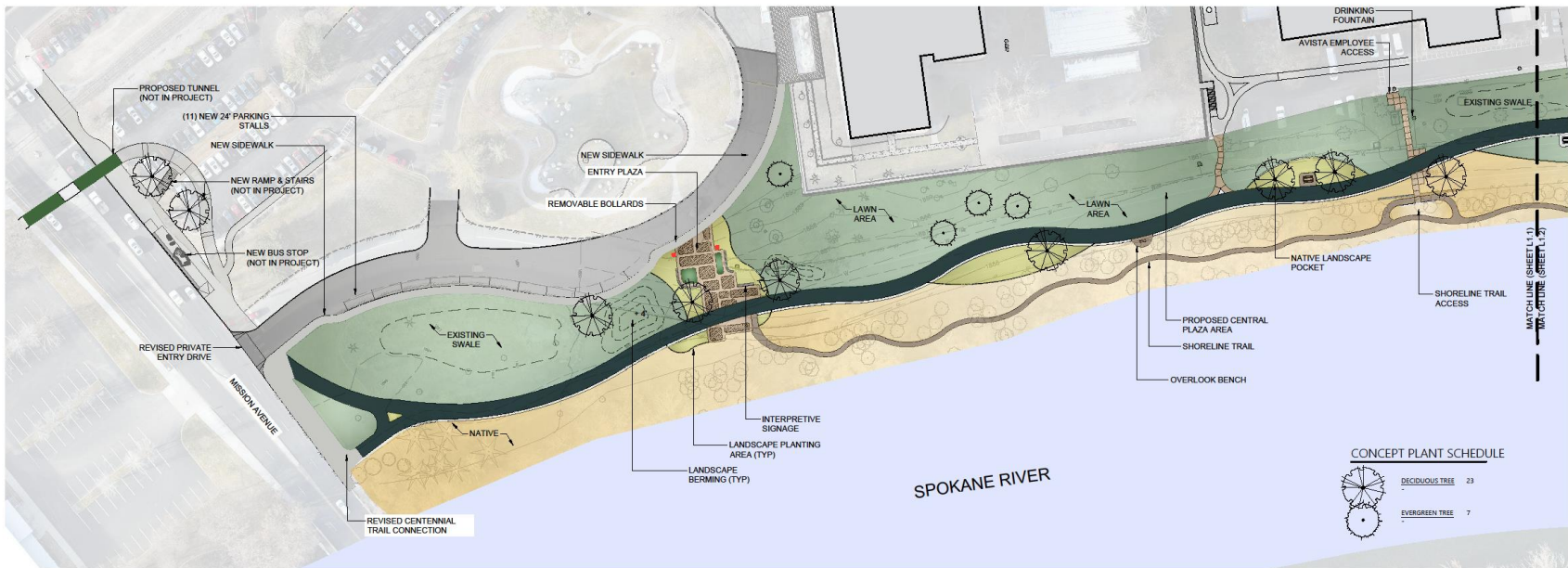
Sheet No. 1 of 1
A0.0



Upriver Park

Speed Fitzhugh

April 18, 2019

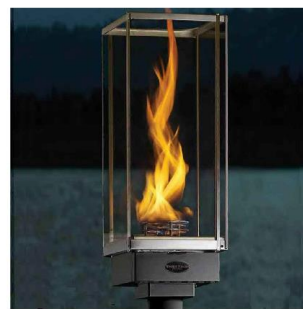


UPRIVER PARK - SITE PLAN

SCALE: 1" = 40' - 0"



GAS LAMPS



LED LIGHTING



REDDY KILLOWATT AND FRIEND

CHARACTER IMAGES



LAND EXPRESSIONS

1411 E. MISSION AVE. SPOKANE, WA 99202

TEL: 509.345.1111 FAX: 509.345.1112

WWW.LANDEXPRESSIONS.COM

UPRIVER PARK

1411 E. MISSION AVE.

SPOKANE, WA 99202

SITE PLAN

DATE: 04.05.19

REVISED:

PROJECT NO: 171620

PROJECT MGR: DN

DRAWN BY: NO



L1.1

SITE PLAN

THIS DOCUMENT AND THE DATA AND DESIGN INFORMATION HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF LAND EXPRESSIONS LLC AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF LAND EXPRESSIONS LLC.





UPRIVER PARK - SITE PLAN
SCALE: 1" = 40' - 0"

CONCEPT PLANT SCHEDULE

	DECIDUOUS TREE	23
	EVERGREEN TREE	7



WAVE BENCH



SITE FURNISHINGS



Bike Racks



CHARACTER IMAGES



3415 S. GAY ST. SPOKANE, ID.
P. 509.464.8450 F. 509.464.7884
LAND EXPRESSIONS.COM

UPRIVER PARK
1411 E. MISSION AVE.
SPOKANE, WA 99252
SITE PLAN

DATE: 04.05.19
REVISED:

PROJECT NO: 171020
PROJECT MGR: DN
DRAWN BY: RD



FOR ALL 811 CALLS, USE THE 811 APP OR VISIT 811.WA.GOV

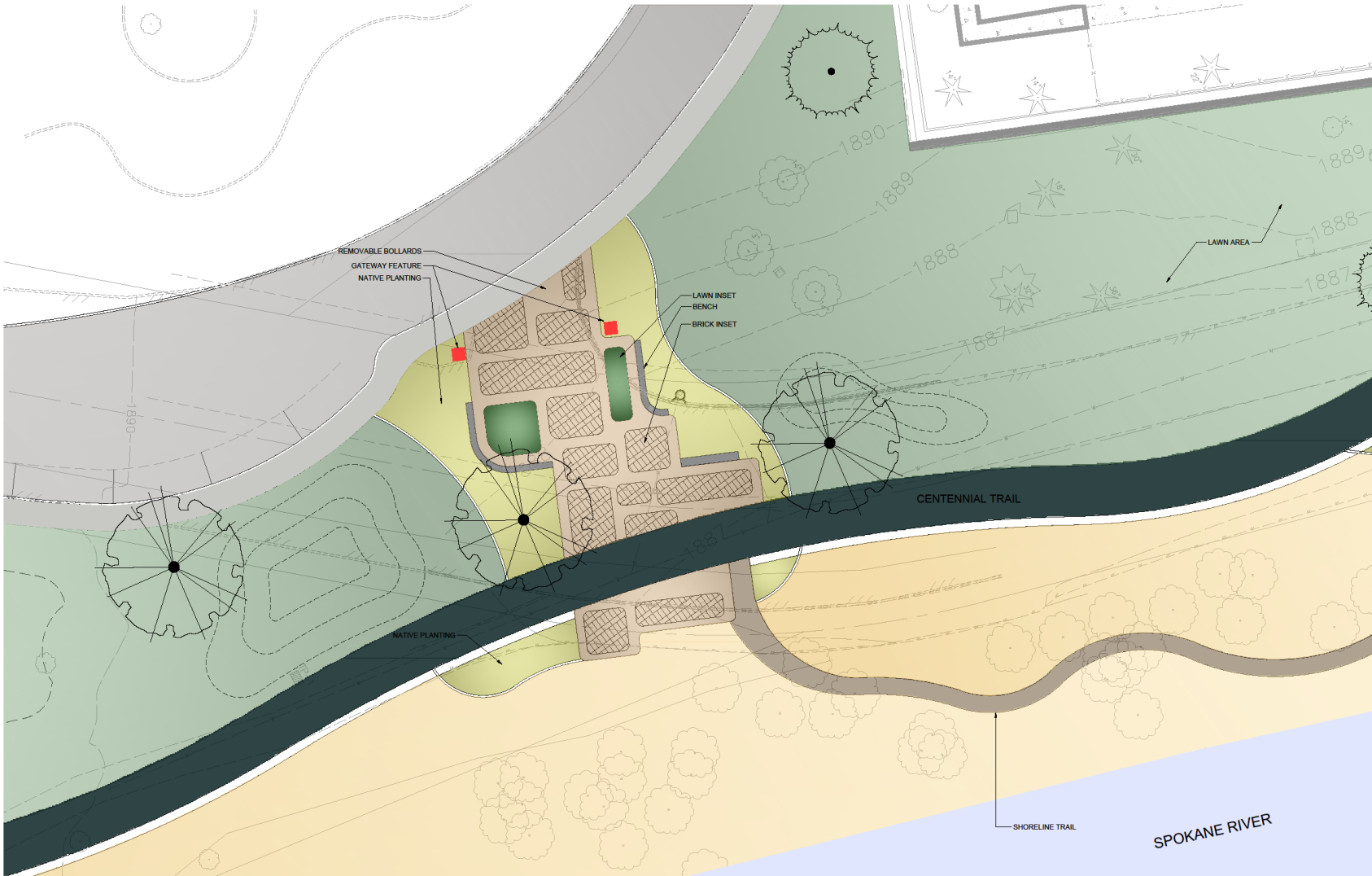
IF YOU SEE A POLE OR SIGN, STOP AND CALL 811

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L1.2

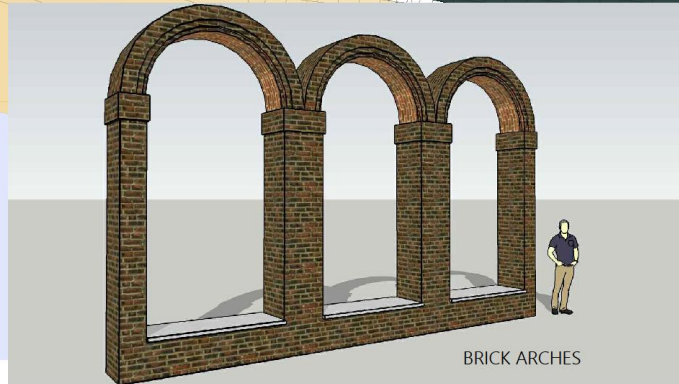
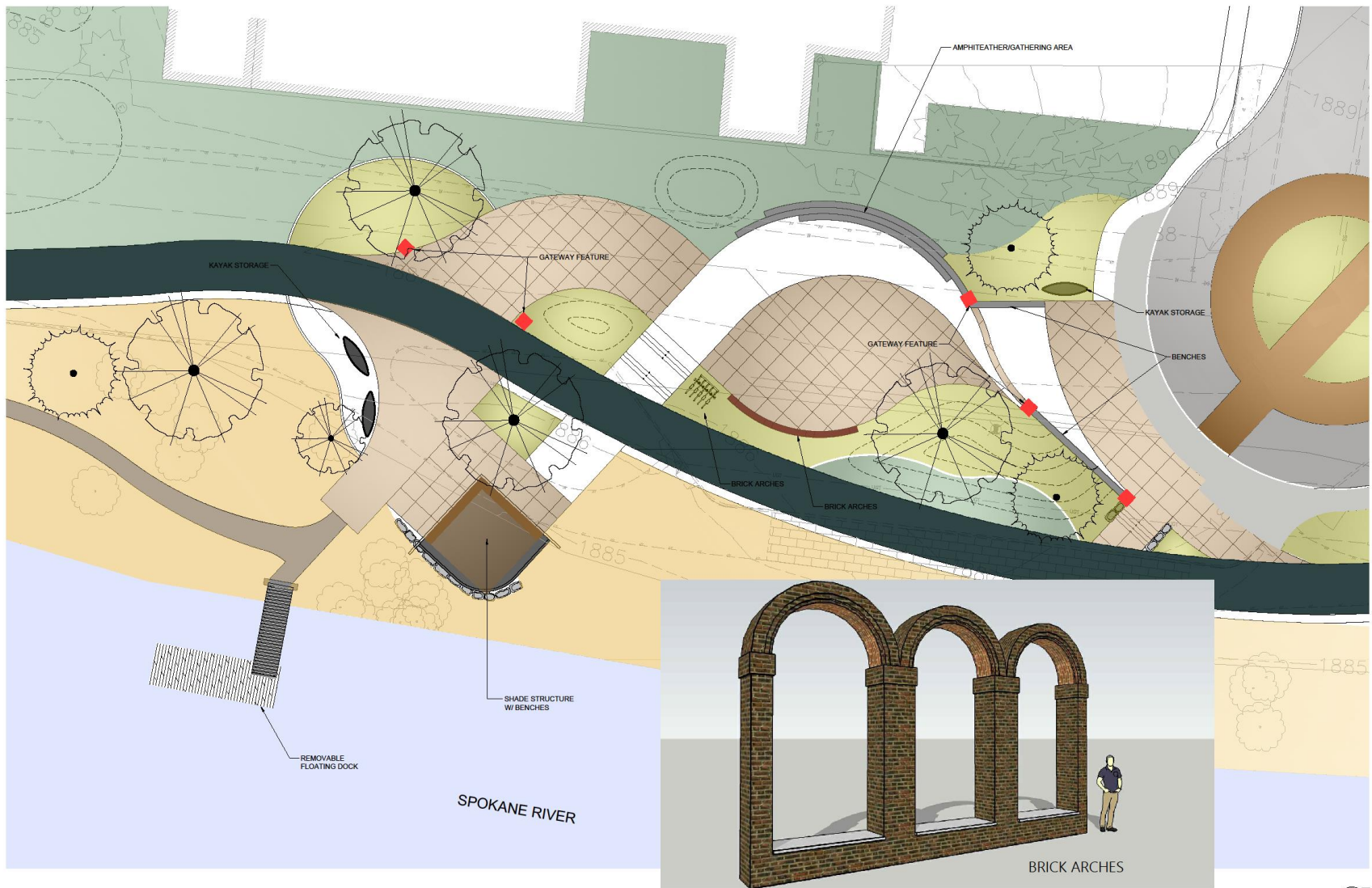
SITE PLAN





UPRIVER PARK - SOUTH PLAZA PLAN
SCALE: 1" = 10' - 0"





UPRIVER PARK - NORTH PLAZA PLAN

SCALE: 1" = 10' - 0"



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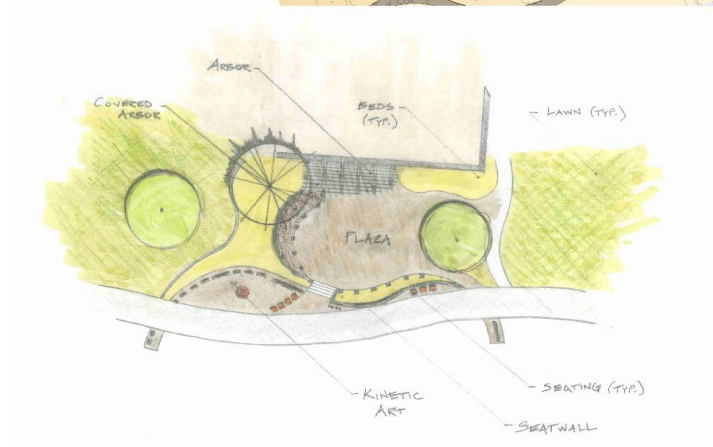
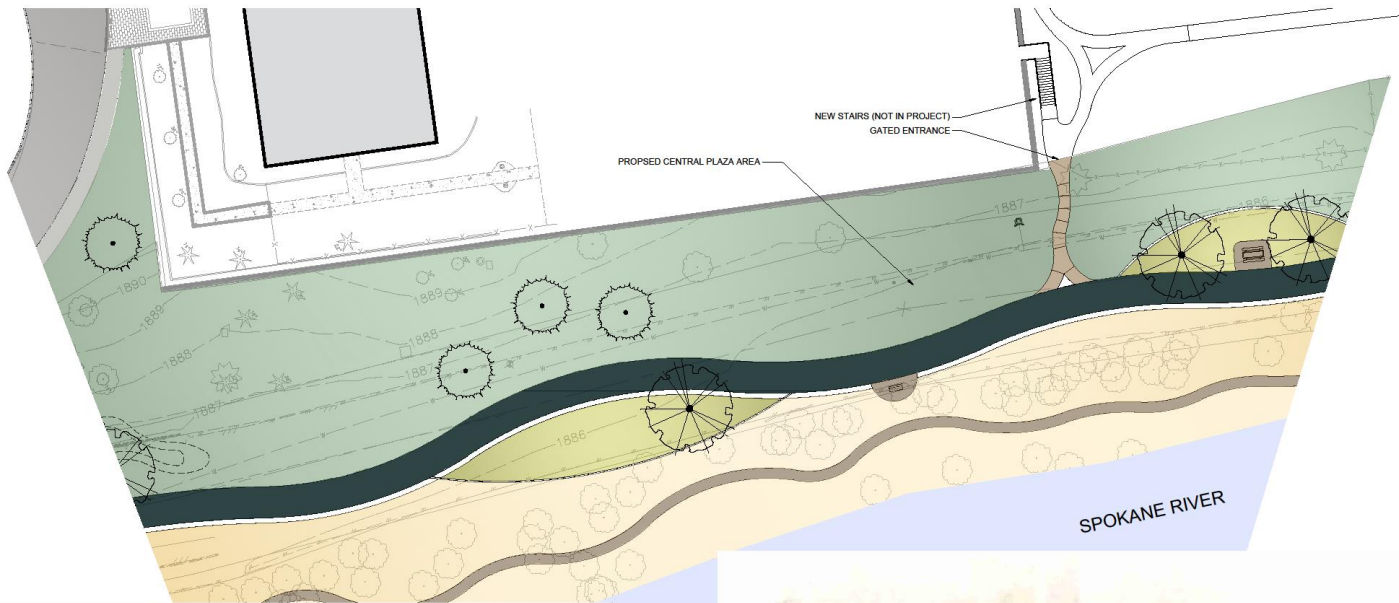
UPRIVER PARK
1411 E. MISSION AVE.
SPOKANE, WA 99202
PLAZA PLAN

DATE: 04.05.19
REVISED:

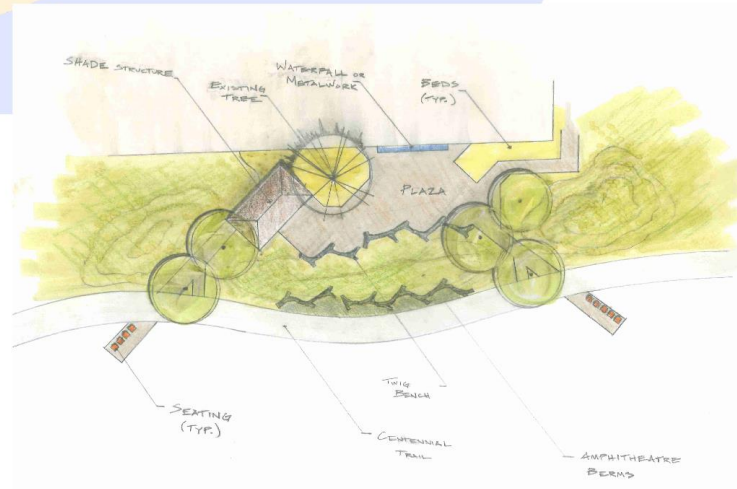
PROJECT NO: 171020
PROJECT MGR: DNI
DRAWN BY: KCI

L1.4
PLAZA PLAN





CENTRAL PLAZA AREA - OPTION A (not to scale)



CENTRAL PLAZA AREA - OPTION B (not to scale)



UPRIVER PARK - CENTRAL PLAZA AREA
SCALE 1" = 20' - 0"



5015 S. DAY AVE., SPOKANE, ID.
509.464.8822 F. 509.464.7884
LAND.EXPRESSIONS.COM

UPRIVER PARK
1411 E. MISSION AVE.
SPOKANE, WA 99252
PLAZA PLAN

DATE: 04.05.19
REVISED:

PROJECT NO.: 171620
PROJECT MGR.: ON
DRAWN BY: NO



L1.5
PLAZA PLAN

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Surplus Land Survey

Introduction

Parks and Recreation owns and manages parcels of land that serve no public recreation and park benefit.

We would like to be able to sell these surplus lands to:

- Reduce the maintenance needs and illegal activity of these properties
- Invest the earnings into park improvements or maintenance

We are proposing a policy that would allow us to do that, and would like your feedback.

OK

The purpose of the policy [\(insert link\)](#) is to:

- Establish a transparent process with neighborhood involvement and feedback, when a parcel of property is being considered for sale
- Create a functional process that outlines clear steps and considerations
- Remain consistent with City Charter Section 48, governing disposition of Parks property that is surplus to Parks & Recreation

OK

When a piece of land is being considered for sale, the process would look like this:



OK

1. What is an existing park to you? Please click on all that apply:



2. Do you agree or disagree: "Public lands that serve no useful park or recreation function for the community should be considered for surplus sale, after thorough evaluation including community input."

☐ Agree

☐ Disagree

Please leave any additional comments regarding this question here.

3. If the Park Board sells surplus property, where should the proceeds go?

- ☐ Improvements to existing parks within the same City Council district
- ☐ Operation and maintenance of parks within the same City Council district
- ☐ Operations and maintenance City-wide
- ☐ Other (please specify)

4. Please share any final thoughts here.

DONE

Powered by



See how easy it is to [create a survey](#).

Surplus Land Policy Outreach Plan

Tactic	Notes	Timeline
Briefing paper	<ul style="list-style-type: none"> Brief overview of proposal 2-3 sample images, types of land we may consider for surplus in the future Checklist process Link to survey, how to testify/submit letters 	Completed
Survey	Briefing paper content, plus 3-4 key questions for feedback	May
Blog	Briefing paper content utilized for a blog with link to survey	May
Social media posts	Nextdoor, Facebook, Twitter with link to blog and survey	May
Neighborhood newsletters	Friday neighborhood update email newsletter; email neighborhood councils for inclusion in their newsletters	May
Media	Press release with link to survey	May
Land Committee		June
Park Board		June

City of Spokane - Parks & Recreation
Park Operations
Financial Report
April 2019

		Monthly Comparison					Year-to-Date Comparison						
		2019 Current Adopted Annual Budget	2019 Budget Balance	2018 April Actual	2019 April Actual	2018 - 2019 Monthly Difference	2017 YTD Actual	2018 YTD Actual	2019 YTD Actual	2018 - 2019 YTD Difference	2018 YTD % of Annual Budget	2019 YTD % of Annual Budget	Change in %
Revenue:													
Program Revenue		190,430	156,373	22,436	18,642	\$ (3,794)	5,860	42,742	34,057	\$ (8,685)	22.4%	17.9%	-4.56%
Operating Transfers		-	-	-	-	\$ -	-	-	-	\$ -			
Grants Receivable		-	-	-	-	\$ -	-	(9,150)	-	\$ 9,150	-5.1%		5.08%
TOTAL REVENUE:		\$ 190,430	\$ 156,373	\$ 22,436	\$ 18,642	\$ (3,794)	5,860	33,592	\$ 34,057	\$ 465	9.1%	17.9%	8.82%
Expenditures:													
Salaries and Wages		2,641,563	2,030,878	187,706	168,249	\$ 19,457	595,421	607,585	610,685	\$ (3,100)	23.8%	23.1%	-0.71%
Personnel Benefits		852,541	619,635	63,264	60,082	\$ 3,182	233,060	233,888	232,906	\$ 983	25.8%	27.3%	1.47%
Supplies		180,302	138,899	20,602	12,136	\$ 8,466	48,110	43,928	41,403	\$ 2,525	24.9%	23.0%	-1.96%
Services and Charges		1,103,974	941,889	37,200	43,296	\$ (6,096)	125,212	100,513	162,085	\$ (61,572)	9.0%	14.7%	5.65%
Interdepartment Svcs		-	-	-	-	\$ -	-	-	-	\$ -			
Intergovernment Svcs		-	-	-	-	\$ -	-	-	-	\$ -			
Subtotal Op. Exp.		\$ 4,778,380	\$ 3,731,301	\$ 308,772	\$ 283,764	\$ 25,009	1,001,803	985,915	\$ 1,047,079	\$ (61,164)	20.8%	21.9%	1.13%
Capital Outlay		25,151	9,014	3,142	3,172	\$ (29)	27,033	12,372	16,137	\$ (3,766)	2.3%	64.2%	61.83%
Transfers Out		25,526	25,526	-	-	\$ -	-	-	-	\$ -			
TOTAL EXPENDITURES:		\$ 4,829,057	\$ 3,765,840	\$ 311,915	\$ 286,935		1,028,836	998,287	\$ 1,063,217		18.8%	22.0%	3.18%
Total Funding: (Rev. less Exp.)		\$ (4,638,627)		\$ (289,479)	\$ (268,294)		\$ (1,022,976)	\$ (964,695)	\$ (1,029,159)				