

## 2011 BOND PROJECTS STREET TREE SUMMARY PROCESS

1. Engineering Services will send an updated project schedule to the Urban Forester each time the project schedule is updated. The intent of this process is that any required tree work created by the construction project will be paid by construction funding. Work will be done either by the City's Urban Forest Staff or under separate contract with an Arborist, and will not be included in the project bids.
2. **Approximately 6 months prior to project construction, Engineering Services will prepare a description of spatial requirements of the project (depth of excavation, impact distance behind curb, sight triangle, etc.). Problem tree locations will be identified based on these requirements. Descriptions of these problem locations and proposed solutions should be established at this time.**
3. **Engineering Services will forward the results of step #2 to Urban Forestry and request a Field Review. An offer to meet and review project photos or walk the project with the Urban Forester should accompany the request. A timeline for completion of the Field Review and written Recommendations.**
4. The Urban Forester will review the information and schedule the field review, inviting Engineering Services as needed. (The City of Spokane has an On Call Arborist. The Urban Forester may review the information, or may forward the information to the On Call Arborist for review and recommendations. If used, the On Call Arborist will formulate their recommendations and submit them to the Urban Forester for approval. The Urban Forester will accept or modify the On Call Arborist recommendations.)
5. **Engineering Services will receive a tree project summary from the Urban Forester (or the On Call Arborist) Engineering Services will work out disagreements with the Urban Forester and come to a collective solution for each location. (This may be done during the field review.)** Urban Forester will indicate if the scope of work will be completed in-house or by contract. (see step 11)
6. **The street tree value list will be included in the bid package to alert the contractor to these street tree values.** Section 1-07.16(2) of the Standard Specifications indicates "The Contractor will be assessed damages equal to triple the value of the vegetation as determined in the *Guide for Plant Appraisal*, Current Edition."
7. **Design Teams will share proposed tree solution details with Gary Nelson and Mike Taylor. The Design Team will submit a memo report through Gary Nelson to Mike Taylor.**
8. **Engineering Services will request the project specific tree permit from Urban Forestry based on the agreement determined during the cooperative**

- review.** Go to the Urban Forestry site main page (<http://spokaneurbanforestry.org/>) and select "Required Permit." Attach the Urban Forestry recommendation report.
9. Urban Forestry will issue tree permits as appropriate and formally notify property owners / tenants and Office of Neighborhood Services during permit process. The property owner has 30 days to appeal the tree permit. (Engineering Services will notify Urban Forestry if they are aware of any tenants. Tenants can be expected in business districts and apartments.)
  10. **Engineering Services will include sidewalk repair language into the letter inviting property owners to the neighborhood meeting. Engineering Services will note that sidewalk repair must be coordinated with the Urban Forester. Engineering Services will organize and conduct meetings with neighborhood groups as needed. Urban Forestry will be notified of such meetings,** and may be requested to attend to provide information on individual tree evaluations.
  11. **Engineering Services will get a quote for services from the on-call Arborist (if work is to be done by contract). The quote shall be approved by the Urban Forester if inconsistent prices are noted. A blue-sheet contract will be formed to conduct all tree work on the project.** This contract will include any work required by the Urban Forester recommendations and any traffic control required to accomplish the work prior to construction.
  12. **Engineering Services will notify the Urban Forester when a project is forwarded for bid.** The notice shall include the project plans showing which trees area to be air spaded, pruned, removed or replaced, and the right of way limits. The Urban Forester will contact Garth Davis (535-7274) at the Conservation District to arrange for any replacement trees required. The Conservation District will pay for and plant all replacement trees. The Conservation District will contact affected property owners and develop a list of potential planting sites for replacement trees. Appropriate tree locations will be determined by the Conservation District. If tree replacement by the Conservation District becomes unavailable, construction project funding will be used to replace trees.

## Monthly Report – July 22nd, 2011

### Administration

1. July is vacation season for UF. Beth is taking a mini-sabbatical from July 14<sup>th</sup> - August 6<sup>th</sup>; Angel is on a lake holiday from July 23<sup>rd</sup> - 31<sup>st</sup>; and Jeff found time for a short fishing trip.
2. Hired Johnna Woodruff, a graduate of SCC with an AAS in Landscape and Turf Management, as a volunteer intern to work on UF planning, programs, and customer service.
3. Engaged another volunteer to work for UF; Edward Mann has over 10 years experience as a forester for the Spokane Tribe. He will focus on forest health management plans and measuring a range of ecosystem and aesthetic benefits using *i-Tree* and other software tools.

### Education & Outreach

4. Planning a 4-session educational workshop series for October NeighborWoods Month including proper planting, pruning, native trees in the urban landscape, and low impact development for the homeowner. Collaborators include: Spokane Conservation District, The Lands Council, Community Canopy, Alliance for Community Trees, and our NeighborWoods stewardship groups.

### Partnerships

5. The MOU between UF and The Lands Council has been finalized and signed. The partnership will focus on shared urban forestry goals around: education, advocacy, fund-raising, grant-writing, and volunteer recruitment and engagement. Media promotion of the partnership is forthcoming.

### Project Plan Review

6. Consulted or commented on Rodgers H.S., Hazel's Creek, median trees at 29<sup>th</sup> & Grand Blvd, Riverside Extension/MLK Way, and Nevada/Magnesium/Holland swale rehab.
7. Met with Capital Programs regarding potential WDOE grant projects for stream bank/water quality improvements along Garden Springs Creek at Finch Arboretum.

### Operations

8. Planting: None.
9. Pruning: 49 trees pruned at various locations – Harmon Park, Finch Arboretum, and Riverfront Park.
10. Removal: Over 100 trees, primarily sumac, removed at Albi Stadium (view thinning). Over 120 trees, primarily Ponderosa pine, removed at Thomas Mallon water tank (fuels reduction). Over 50 trees, primarily Ponderosa pine, removed at Thorpe water tank (fuels reduction). 1 Ponderosa pine removed from West Drive Water Tank. 3 trees removed from Finch Arboretum.
11. Permits: Processed 18 street tree permits.

# - 2011 - Project Design Schedule

**All Projects**

Proj No	Project Description	Design Engineer	AD Date	Const Start	Const End	Const Estimate
<b>ALLEY</b>						
2010047	ALLEY IMPROVEMENTS from HAWTHORNE ST/ROCKWELL AVE to ADAMS ST/LONGFELLOW AVE	J. GOMEZ	Act: 5/25/2011	07/27/11	8/24/2011	\$26,870
2010079	ALLEY IMPROVEMENTS from Indiana Ave & Nora Ave to from Standard St & Dakota St	J. GOMEZ	Act: 5/25/2011	07/27/11	8/24/2011	\$29,009
2010107	ALLEY IMPROVEMENTS from Rowan Ave / Sanson Ave to Alberta St / Cochran St	J. GOMEZ	Act: 5/25/2011	07/27/11	8/24/2011	\$22,983
2010110	ALLEY IMPROVEMENTS from CALISPEL ST/NORMANDIE ST to LaCROSSE AVE/ROCKWELL AVE	J. GOMEZ	Act: 5/25/2011	07/27/11	8/24/2011	\$26,037
<b>BRIDGE</b>						
2009066	Iron Bridge - Historic from Superior Street to Perry Street	OTHER	Est: 7/1/2011	09/01/11	11/24/2011	\$515,000
<b>MISC</b>						
2010133	Spokane Police Academy Firearms Range from Spokane Police Academy to Firing Range	S. HANSEN	Est: 10/1/2011	12/01/11	12/2/2011	\$62,500
<b>SANSWR</b>						
2008044	CSO Basin 10 Control Facility	S. HANSEN	Act: 10/20/2010	12/15/10	5/4/2011	\$812,898
2010102	CSO Basin 41 Control Facility from Upriver Drive to Rebecca Street	S. HANSEN	Est: 8/10/2011	10/19/11	2/22/2012	\$4,950,000
2009086	CSO Basins 38, 39 & 40 Control Facilities from Mission Avenue to Greene Street	D. BULLER	Est: 7/6/2011	09/01/11	8/2/2012	\$6,880,000
2011058	Lichfield Hydraulic Improvements from varies to varies	OTHER	Est: 9/7/2011	10/31/11	12/26/2011	\$290,500

4 Project(s) Costing \$104,899

1 Project(s) Costing \$515,000

1 Project(s) Costing \$62,500

# - 2011 - Project Design Schedule

**All Projects**

Proj No	Project Description	Design Engineer	AD Date	Const Start	Const End	Const Estimate
2010103	Lower Hollywood Trunk Replacement from Manhole # 0100618CD to Manhole # 0200160CD	D. BULLER	Est: 9/1/2011	10/27/11	12/8/2011	\$196,900
2010132	T.J. Meenach Drive 8" Siphon Line Upgrade from TJ Meenach Drive to Cleveland Ave in Park Property	S. HANSEN	Est: 6/22/2011	08/17/11	9/21/2011	\$245,700
2008094	Upriver Drive Sewer from Rebecca to Upriver Park	S. HANSEN	Est: 6/16/2011	08/18/11	11/3/2011	\$1,587,200
2010137	Upriver Drive Sewer Lift Station from Avista Beacon Sub Station to Avista Beacon Sub Station	D. BULLER	Act: 6/1/2011	08/01/11	11/7/2011	\$600,000
<b>SDWK</b>						
2011057	2011 CD SIDEWALK COMMUNITY DEVEL NEIGHBORHOODS	J. GOMEZ	Act: 6/15/2011	08/17/11	10/26/2011	\$296,579
2011039	Utility Cut Sidewalk Repair Contract 2011 from COS to COS	DEV. SRVCS.	Act: 1/26/2011	04/01/11	3/31/2012	\$128,571
<b>STMSWR</b>						
2008046	Hazels Creek Third Detention Pond Hazels Creek property	D. BULLER	Est: 8/1/2011	09/19/11	11/28/2011	\$456,200
<b>STR</b>						
2010042	14TH AVE & CUBA ST from CUBA ST / 14TH AVE to HAVANA ST / 13TH AVE	J. GOMEZ	Est: 6/29/2011	08/31/11	10/5/2011	\$188,962
2009048	16th & 17th Aves w/ Water & SS's from Chestnut St to Inland Empire Way	J. GOMEZ	Act: 11/17/2010	04/18/11	6/20/2011	\$267,201
2010111	Bridgeport Avenue from Division Street to Crestline Street	FIELD OFFICE	Est: 6/15/2011	08/15/11	10/24/2011	\$1,316,900
2006243	Division ST DMS from Spokane River to North City Limits	G. OKIHARA	Est: 9/7/2011	10/26/11	12/21/2011	\$1,522,025
2005037	Division St ITS from Spokane River to North City Limits	G. OKIHARA	Act: 5/18/2011	07/22/11	10/7/2011	\$710,782
2010159	FEMA Curb Repair from Varies to Varies	DEV. SRVCS.	Act: 1/26/2011	03/21/11	5/2/2011	\$94,713

8 Project(s) Costing \$15,563,198

2 Project(s) Costing \$425,150

1 Project(s) Costing \$456,200

# - 2011 - Project Design Schedule

**All Projects**

Proj No	Project Description	Design Engineer	AD Date	Const Start	Const End	Const Estimate
2007178	Francis Ave. & Addison St. Intersection	S. HANSEN	Act: 6/15/2011	09/06/11	11/1/2011	\$633,550
2009101	Grand Boulevard from 29th Avenue to High Drive	J. MILLER	Act: 3/9/2011	05/09/11	8/15/2011	\$1,617,824
2008112	Hatch Road from 57th Avenue/Perry intersection to 43rd.	J. MILLER	Act: 10/27/2010	04/01/11	6/3/2011	\$515,575
2010165	Haven Street LID from Sprague Ave to Ferry Ave	DEV. SRVCS.	Est: 6/22/2011	08/10/11	10/26/2011	\$1,200,000
2009103	Mission Avenue from Napa Street (S) to Greene Street	D. BULLER	Act: 3/16/2011	05/16/11	12/12/2011	\$3,272,703
2010122	Nevada Street from Broad Avenue to Francis Avenue	D. BULLER	Act: 6/1/2011	08/01/11	10/14/2011	\$1,525,000
2008116	Post Street from Maxwell Avenue to Cleveland Avenue	J. MILLER	Act: 3/30/2011	05/23/11	8/15/2011	\$1,346,993
2004047	Riverside Drive - Phase 1 from Division Street to Sherman	D. BULLER	Act: 11/10/2010	01/13/11	6/30/2011	\$3,766,224
2009100	Second Avenue from Howard Street to Arthur Street	S. HANSEN	Act: 1/5/2011	03/28/11	8/1/2011	\$2,483,476
2005039	Third Avenue ITS from Maple Street to Division Street	G. OKIHARA	Act: 8/25/2010	10/13/10	1/19/2011	\$570,013
2008182	Wellesley Avenue from Milton Street to Ash Street	S. HANSEN	Act: 5/25/2011	08/03/11	10/26/2011	\$1,887,300

17 Project(s) Costing \$22,919,240

34 Total Project(s) Costing \$40,046,187



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SPOKANE URBAN FORESTRY  
AND  
THE LANDS COUNCIL**

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between The Lands Council (TLC), a Washington nonprofit public corporation located in Spokane, WA, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and the City of Spokane Parks and Recreation Department's on behalf of its Division of Urban Forestry (Spokane Urban Forestry), a municipal corporation located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

**WHEREAS**, Spokane Urban Forestry exercises supervision over trees and on or in the streets and public places of the City of Spokane and over all resting places, water stations, playgrounds, and parade grounds, and operates a wide variety of arboricultural programs and services; and

**WHEREAS**, TLC is a local grassroots, nonprofit organization dedicated to protecting and enhancing the forests, water and wildlife of the Inland Northwest for the benefit to people's health and quality of life; and

**WHEREAS**, TLC wishes to support Spokane Urban Forestry's vision and mission and has the opportunity to accomplish more than public funding allows; and

**WHEREAS**, the private nature of TLC provides the added advantage of dedicated donor services, and TLC has established a restricted fund to receive and disburse cash donations earmarked for support of Spokane Urban Forestry; and

**WHEREAS**, Spokane Urban Forestry wishes to assist and enhance the operation of, and appropriately recognize TLC, and to support the programs and fund raising activities of TLC, and to promote a positive relationship with its staff, volunteers, and members; and

**WHEREAS**, TLC and Spokane Urban Forestry wish to provide mutual assurance that each party will operate effectively and responsibly with reasonable expectations of both public and private interests,

NOW, **THEREFORE**, based on the foregoing, the parties enter into the following Agreement.

**Section 1. Function.**

As a 501(c)(3) corporation, TLC is eligible to accept grants and other tax-deductible donations that Spokane Urban Forestry has limited or restricted access to. In part, TLC will function as the administrative pass-through for certain grants and donations. In addition, this agreement commits both parties to coordinating and organizing tree planting, pruning, and educational events; and generally maximizing our mutual goals and joint efforts to enhance the urban forest canopy.

**Section 2. Obligations of the Parties.**

- a. TLC shall provide to Spokane Urban Forestry monthly financial summaries and periodic financial reports as needed related to donations, grant funding, and other assets. TLC will also perform all accounting and file all reports associated with such fund management. TLC shall provide the IRS with yearly reporting.
- b. TLC will hold eligible grant funds for the Spokane Urban Forestry as they are awarded and disbursed by the granting organizations, and will pay expenses from those funds as requested by Spokane Urban Forestry.
- c. TLC will accept and hold tax-deductible donations from the citizens, businesses, and visitors of Spokane in a designated account to be disbursed by TLC as requested by Spokane Urban Forestry intended to support tree planting in the City of Spokane.
- d. Spokane Urban Forestry has established programs and partnerships such as, but not limited to, NeighborWoods, The Susie Forest, and the Heritage Tree program. TLC will partner with Spokane Urban Forestry to further the goals and meet the objectives of these programs.
- e. Plan and organize tree planting, pruning, and educational events together, where possible.
- f. Coordinate and collaborate on fundraising, volunteer recruitment, education, advocacy and enforcement efforts related to urban forestry in the City of Spokane, where possible.

**Section 3. Accountability and Stewardship.** As TLC and Spokane Urban Forestry want to maintain the highest levels of accountability and stewardship, TLC agrees to share information with the City as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

**Section 4. Financial Procedures.**

**4.1. Standards.** TLC shall carry out financial commitments and expenditures consistent with pertinent policies, plans, and budget approved by the TLC's Board of Directors and consistent with Spokane Urban Forestry's vision, mission and goals. For this purpose, TLC should ensure that the following standards are applied:

- a. Prudent Practices. In general, TLC financial procedures should be conducted in accordance with applicable state law, prudent, sound practices to ensure that assets are protected and enhanced, that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the TLC's Board.
- b. Administration of Income. Income from investments, net of administration fees, should be administered in accordance with pertinent TLC policies, and, where appropriate, transferred to Spokane Urban Forestry so as to be expended from appropriate program accounts.
- c. Annual Report. TLC shall also prepare an annual report to Spokane Urban Forestry that summarizes the funds transferred. Each party shall provide reports as may be necessary to ensure proper financial oversight.
- d. Financial Statement. TLC shall maintain financial records in accordance with generally accepted accounting principles. Copies of the financial statements and a current list of TLC officers, directors or trustees, shall be made available to the City.

#### **4.2. Practices.**

- a. Administrative Fees. TLC will charge Spokane Urban Forestry 4% of received grant funds, and deduct such charge from the retained grant funds, to the extent needed to cover its own costs for providing this service.
- b. Designation of Funds. Grants or donations may be earmarked, by joint agreement, for work that TLC and Spokane Urban Forestry both complete.
- c. Reconsideration of Fees. TLC will not require any additional compensation for administrative tasks at this time, but this arrangement may be revisited by the parties if the amount of grant funds becomes sizable enough to warrant reconsideration.
- d. Inspection of Records. Because private funds are raised to support public projects, TLC will permit, on reasonable notice, authorized City of Spokane officials or their designees to inspect all TLC books and records, except to the extent such inspection violates rights to privacy or confidential donor information.

#### **4.3. Restricted Fund Management / Performance of Charitable Purposes**

- a. All of the assets received by TLC for the benefit of Spokane Urban Forestry, and authorized for expenditure by Spokane Urban Forestry under the terms of this Memorandum, shall be devoted to the purposes of Spokane Urban Forestry that at all times will be conducted within the tax-exempt purposes of TLC.
- b. No item of revenue shall be earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 501(c)(3); no agreement, oral or written, related to contributions on behalf of Spokane Urban Forestry shall be made between TLC and any revenue source.
- c. TLC agrees it shall not use any portion of the assets contributed for the benefit of Spokane Urban Forestry to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

**Section 5. Spokane Urban Forestry's Assistance to TLC.** Spokane Urban Forestry will assist TLC in the following manner:

- a. Allow TLC to use the name and images of Spokane Urban Forestry.
- b. Provide TLC with assistance in its activities at the discretion of Spokane Urban Forestry and consistent with what is permitted under state and federal law.
- c. Assist TLC by suggesting and recommending donors and contributions to TLC.

**Section 6. Term of Service/Termination.**

This memorandum will remain in effect as long as both parties see mutual benefit. This memorandum will be re-evaluated by all parties at the end of the first year (late 2011) and annually after that. The Memorandum may be terminated by either party for any reason upon ninety (90) days written notification. In the event of termination, TLC shall provide Spokane Urban Forestry with an accounting of all funds in its possession and transfer those receipts, along with any restrictions thereon, to the City of Spokane.

**Section 7. Entire Agreement and Amendment.** This Memorandum represents the parties' entire agreement with respect to the matters specified herein.

**Section 8. Governing Law and Venue.** It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.

**Section 9. Severability.** Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

**Section 10. Attorney's Fees.** In the event of litigation or arbitration over the terms or performance of this Memorandum, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**Section 11. Mediation.** Should any dispute arise out of or related to this Memorandum or its performance by the parties hereto, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The parties shall select a mediator within ten (10) days of the notice by a party to mediate a claim. Mediation shall be concluded within sixty (60) days of the notice to mediate being made unless extended by the parties by mutual agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution of the claim(s). The costs of mediation shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of obtaining attorney's fees and legal costs.

**Section 12. Contact Information.** Until further notice, the contacts for the partner organizations will be:

- a. **City of Spokane:** Angel Spell, Urban Forester, Spokane Urban Forestry, 808 West Spokane Falls Boulevard, Spokane WA 99201, [aspell@spokanecity.org](mailto:aspell@spokanecity.org), 509.363.5495.
- b. **TLC:** Kat Hall, Programs Director, 25 West Main Avenue, Suite 222, Spokane WA 99201, [khall@landscouncil.org](mailto:khall@landscouncil.org), 509.209.2403.

Each group will notify the other if there is a change in the contact point.

Date: \_\_\_\_\_ The Lands Council

By: \_\_\_\_\_  
Mike Petersen  
Executive Director

Date: \_\_\_\_\_ City of Spokane Parks and Recreation Department

By: \_\_\_\_\_  
Leroy Eadie  
Director

Attest:

Approved as to form:

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

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