

DATA SUPPORT FOR PURCHASE OF COMPACT TRACK LOADER

A. Compact Track Loader Rental Rates

1. Mid-Mountain Machinery – 7916 W Sunset Hwy 509.838.3546
\$300 per day or \$950 per week
2. H & E Equipment – 5711 W Garden Springs 877.700.7368
\$350 per day or \$1155 per week
3. Western States Equipment – 4625 E Trent Ave 509.536.1520
\$400 per day or \$1100 per week

B. Opportunity for shared use

1. The compact track loader will be stored at Riverfront Park and available to RFP and Finch Arboretum staff when not employed by Urban Forestry.
2. When not in use by UF, RFP, or Finch operations, the loader is available for any Park & Rec operations including Golf, Recreation, and Park Ops.
3. Currently, Urban Forestry will not be able to supply an operator to the other Divisions.

C. Operations Work Volume

2011 Operations: January 1 – June 29

1. 194 tree removals in 25 working days from Jan 1st – April 7th, of which:
 - a. 25 were Wastewater property
 - b. 2 were Fire Department
 - c. 30 were Recreation property (Albi)
 - d. 137 were Park trees
2. 48 trees planted in 35 working days from March 21st – June 17th, of which:
 - a. 21 were Community Development property or projects (cost recovery)
 - b. 26 were Park trees
 - c. 1 was Water Department property (cost recovery)
 - d. Plus, 5 working days to close the nursery
 - e. Plus, approximately 600 trees planted on Park property by TLC and SCD
3. 70 trees were pruned in 15 working days from March 9th – May 3rd, of which:
 - a. 4 were Street trees (bond project – cost recovery)
 - b. 1 was Fire Department (cost recovery)
 - c. 65 were Park trees
 - d. Plus, Water Dept trees pruned for clearance and storm damage (cost recovery)

2010 Operations: January 1 – December 31

1. 92 tree removals, of which:
 - a. 13 were Community Development property or projects
 - b. 58 were Park trees
 - c. 15 were Water Department property or projects
 - d. 7 were storm-related emergency removals
2. 88 trees were planted including Parks, Community Development, and Water Dept land

3. Received and stocked 90 new nursery trees.
4. Conservation lands were thinned for forest health and fuels mitigation projects
5. Approximately 200 trees were pruned

D. Conclusion

1. Rental rate expenditures for the equipment are excessive. Based on 105 “loader work days” per year for Urban Forestry, rental rates for the equipment would range from \$20,500 to \$25,100 annually. (Purchase of this equipment is less than \$52,000.)
 - a. “Loader work days” were estimated as:
 - i. 35 spring planting days,
 - ii. 5 spring nursery days,
 - iii. 35 fall planting days,
 - iv. 5 fall nursery days,
 - v. 20 planned removal days,
 - vi. 5 storm damage & imminent hazard response days.
2. Loader availability provides opportunity for improved cost recovery by providing more comprehensive service to other departments and projects such as the CDBG program and street bond projects.
3. Loader availability provides significant efficiencies in planting operations that would increase planting productivity and reduce worker safety issues.

Monthly Report – June 25th, 2011

Administration

1. Presented an UF briefing to City Council on June 13th along with the Tree Committee chair Ken Van Voorhis.
2. Hired Shawn Craigen, a natural resources student at SCC, as a volunteer intern for the summer season.

Media

3. Multiple morning live shots and a taped interview with Erik Loney of KXLY-TV on June 6th regarding the Post Street re-paving project and associated tree work. Spokane Conservation District collaborated on this.

Training

4. Presented a Tree Protection Training workshop with Public Works' staff including Streets, Water, & Wastewater departments – June 8th.
5. Presented a Chainsaw Safety Training course to City staff on June 15th.

Education & Outreach

6. Completed the Public Education Grant – 5000 bookmarks printed; 4000 brochures in English, 500 in Spanish, 500 in Russian. PSAs published or broadcast via radio, television, print and web media: Spokesman, Inlander, Down to Earth, Out There, and Comcast.
7. Participated in a tree planting education event and ceremony on June 22nd with Kendall Yards, Greenstone Homes, Michael Terrell-LA, The Susie Forest, the West Central Neighborhood, and residents near Summit and Elm Street.
8. Met with the St. Aloysius NeighborWoods group for visioning and planning of their fall tree planting and education events. The Lands Council is a collaborator.

Partnerships

9. Draft form of an MOA between UF and The Lands Council has been circulated for comment. The MOA will focus on shared urban forestry goals around: education, advocacy, fund-raising, grant-writing, and volunteer recruitment and engagement.

Project Plan Review

10. Consulted or commented on Rodgers H.S., Underhill Park CSO, Hazel's Creek, signal at Grand Blvd & 37th, Post Street paving, Grand Blvd paving, Nevada Street paving, Bridgeport Ave paving, 14th & Cuba paving, and Nevada/Magnesium/Holland swale rehab.

Operations

11. Planted 18 trees (7 street locations plus 11 park locations).
12. 2011 spring season planting totals from March 21st to June 17th: 48 trees planted (26 in parks, 22 in other locations).
13. Inter-fund billing for spring 2011 totaled \$6600.
14. Processed 30 Street Tree Permits including City Projects 2010122 Nevada from Broad to Francis, 2010111 Bridgeport from Division to Crestline, and 2010042 14th Ave & Cuba St.



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

THIS AGREEMENT 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 Division of Urban Forestry (Spokane Urban Forestry), a municipal corporation located at City Hall 808 W. 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 The Lands Council 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 their 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,

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. Spokane Urban Forestry has established ReForest Spokane with the goal of planting trees in the City of Spokane. Funds for ReForest Spokane which are tax-deductible will be accepted and disbursed by TLC as requested by Spokane Urban Forestry.
- 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, they 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 their 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 Foundation 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 Agreement, 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 the TLC to use the name and images of Spokane Urban Forestry.
- b. Provide the 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 the Foundation 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 agreement 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 Agreement represents the parties' entire agreement with respect to the matters specified herein.

Section 8. Governing Law and Venue. It is understood that this Agreement 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 Agreement shall be in the County of Spokane, Washington.

Section 9. Severability. Any provision of the Agreement 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 Agreement, 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 of Agreement 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 W Spokane Falls Blvd, Spokane WA 99201, aspell@spokanecity.org, 509.363.5495.
- b. **TLC:** Kat Hall, Programs Director, 25 W. Main Ave., Suite 222, Spokane WA 99201, 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

By: _____
Leroy Eadie
Spokane Parks Department

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

AGENDA SHEET FOR PARK BOARD MEETING OF: July 14, 2011



Submitting Division Contact Person Phone No.
 URBAN FORESTRY ANGEL SPELL 509.363.5495

COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

CLERK'S FILE _____
 RENEWS _____
 CROSS REF _____
 ENG _____
 BID _____
 REQUISITION _____

AGENDA WORDING:

Staff recommends purchase of equipment: Kubota SVL75WC Compact Track Loader or equivalent. Fleet Services is negotiating best price, product, and vendor. Estimated cost not to exceed \$52,000.00, including tax.

BACKGROUND:
 (Attach additional sheet if necessary)

As approved in the 2011 Parks & Recreation Capital Plan, purchase of this loader will enable Urban Forestry staff to perform necessary tree removals and installations. Through CDBG funding and the Community Development Street Tree Program, requests for removal of large high-risk trees have been received and are pending. The Kubota loader will allow Urban Forestry staff the ability to load large logs from removals as well as load new trees to be planted.

RECOMMENDATION: Approve

<u>Fiscal Impact:</u>	<u>Budget Account</u>
Expenditure: \$52,000.00	1400-54600-94000-56401
Revenue: \$	
Budget neutral	

ATTACHMENTS: none

SIGNATURES:

 Requestor

 Parks Accounting

 Legal Department

 Director of Parks and Recreation

DISTRIBUTION: Parks, Judy Moss Parks, Angel Spell
 Risk Manager, Pam Schroeder Taxes and Lic, Marilou Lewis
 Fleet, Gene Jakubczak

PARK BOARD ACTION: