



**City of Spokane Park Board
Land Committee Meeting**

3:30 p.m. Wednesday, May 01, 2024
Hybrid in-person and WebEx virtual meeting
Al Vorderbrueggen – Park Operations Director

Committee members

X Greta Gilman – Chair
X Hannah Kitz (arrived 3:41)
X Sally Lodato
Kevin Brownlee (excused)
Doug Kelley (unexcused)

Parks staff

Al Vorderbrueggen
Nick Hamad
Fianna Dickson
Kris Behr
Jerry Stacy

Guests

Andy Dunau
Ken Van Voorhees
Todd Whipple
Ben Goodmanson

SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
 - One-year renewal of Electric City, Inc. on-call electrician contract for all park locations (\$100,000) – consent agenda item
 - One-year renewal of McKinstry Co. on-call plumbing contract for all park locations (\$150,000) – consent agenda item
- Todd Whipple presented plans for a public access, roadway, and park improvement partnership at Dwight Merkel Sports Complex.
- Members of the Spokane River Forum presented a proposal for a new public river access point at Iron Bridge.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. June 05, 2024.

MINUTES

The meeting was called to order at 3:38 p.m. by committee chair Greta Gilman.

Public Comments: None

Action items:

1. [One-year renewal of Electric City, Inc. on-call electrician contract for all park locations \(\\$100,000\)](#) – Al Vorderbrueggen

Al shared that Park Operations lost their electrician due to retirement, the position remains vacant and they are no longer able to supply the manpower for this type of work. Although the cost appears to be high, it's less than if a full-time employee were hired in this position. This contract covers each facility within the Parks system, including Riverfront and Golf. This will be the first of 2 one-year renewals allowed on this contract.

Motion #1 – Greta Gilman moved to recommend One-year renewal of Electric City, Inc. on-call electrician contract for all park locations (\$100,000).

Sally Lodato seconded. The motion passed unanimously (2-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the May 09 Park Board meeting agenda.

2. [One-year renewal of McKinstry Co. on-call plumbing contract for all park locations \(\\$150,000\)](#) – Al Vorderbrueggen

This is nearly identical to the first action item. There has been a greater need for plumbing, thus the higher dollar amount.

Motion #2 – Greta Gilman moved to recommend One-year renewal of McKinstry Co. on-call plumbing contract for all park locations (\$150,000)

Sally Lodato seconded. The motion passed unanimously (3-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the May 09 Park Board meeting agenda.

Discussion Items:

1. [Public Access, Roadway, and Park Improvement Partnership at Dwight Merkel Sports Complex \(\\$TBD\)](#) – Todd Whipple & Nick Hamad

- a. In 2021, the Park Board approved a letter of intent with Fairmount Memorial Park and later evaluated concepts for improvements at Dwight Merkel and the trail easement near Latah Creek. In 2023, Fairmount entered into an agreement with the developer NAI Black who would like to propose improvements which meet the original letter of intent. Park improvements include the development of a current park access road into a public street, and the development of a new road through an existing grass soccer field. As this proposal impacts park facilities, the developer/Fairmount improvements proposed include the construction of a new public street adjacent to Merkel, construction of 2 new soccer fields on the former Joe Albi site, improved parking facilities for the new field & BMX facility, and dedicated, public trail easements and access across private property to Riverside State Park. No trail easements on the Fairmont property by Latah Creek will be included as it was determined the City building department and Washington State DOE will not permit new trails in that location. As a result, all proposed improvements will be located at Dwight Merkel Sports Complex and the adjacent Fairmont property. All of the proposed developments would be developer costs and no cost to Spokane Parks other than future maintenance. Al pointed

out something similar was done with Southeast Sports Complex whereas the fields were completed first to prevent displacing the kids.

- b. Todd, from Whipple Consulting Engineers, pointed out a land-locked area along the west side of the former Joe Albi Stadium from Wellesley to Merkel. An undeveloped trail which was built in conjunction with the Pauline Pascal Flett Middle School, is used to access parts of the cemetery, but no formal agreement was obtained. There is also another undeveloped trail to the north of the BMX track which they would propose if they were to keep a road there, move it slightly south. Todd explained the removal of the soccer field to build a road would comply with the fire code of two ingress/egress areas for the cemetery. In exchange, two new soccer fields would be built. Another plus to this development would be greater access to public utilities and snow removal.
 - c. Nick stated the next step would be to draft a development agreement between Parks and NAI Black and/or Fairmount. He also showed the proposed trail easements are based on already heavily utilized trail routes, which would be at the south edge of the hillside and along the upper portion of the parcel. There will eventually be houses along the trail easements. These trails are considerably north of existing park property and the proposed new roadway/parking lot. It is the consensus of the land committee members present today that the developer and staff can work to draft development agreement, consistent with the Parks Master Plan and upcoming partnership policy, for Park Board consideration, with a note that a public road south of the BMX facility and between the Royal St. & Hartley St. would not be desirable. It is also the recommendation of Todd to abandon the southernmost access road from Assembly and make more improvements to the proposed Sansom Road access.
 - d. When this comes back to the committee for approval, Greta has requested a clearer picture of the trail easements and the other park improvements. She also expressed concern with non-soccer traffic coming through the fields, particularly on the proposed east/west access road between Royal St and Hartley St. It was also suggested the future residents of the proposed development be made aware of and accept the frequent activity, lights, and noise from an active sporting facility.
2. [Proposal for new public river access point at Iron Bridge](#) – Spokane River Forum & Nick Hamad
- a. Andy Dunau, executive director of Spokane River Forum, shared the Spokane River Water Trail was founded by the Forum in 2011 and has added and/or restored 18 access points for a total of 38, including the Lake Spokane boat-in camping. Since 2011, the access points are full of people enjoying the river. In addition, riparian and habitat restoration, protection, and clean-up are a key function of the group.
 - b. The Forum is proposing an access point at the Iron Bridge Gateway off Superior, which aligns with the Parks and Recreation Master Plan and is flat water and would be easily accessible. This location would help to activate the U-District as a trendy riverwalk destination. This would be the only access point along the Centennial Trail/Spokane River where people would be able to easily access an eatery. Additionally, there is already on-street parking available at this location (a WA State law prohibits any new parking along the river). Finally, there is a critical need in this area for raft/barge access to clean up the mounting trash from encampments nearby.
 - c. Ken Van Vorhees pointed out that there is substantial shoreline degradation in the area where people are pulling over in their kayaks and climbing the bank behind NoLi Brewery. The proposed access area surrounding a section of the Centennial Trail is owned by Spokane Parks. There is a potential for significant development on the other side of the Iron Bridge, further enhancing the U-District. The Forum is proposing a take-in/take-out similar to the one

recently installed at Red Band Park. They would like to collaborate with Spokane Parks and Recreation, to develop a construction-ready design for the water trail access on Park land east of Superior Street. All costs for the design would come from the Spokane River Forum and Spokane Water Trail, and future construction funding would most likely come through an RCO grant. That is, if the Park Board is supportive of exploring the opportunity. However, the River Forum does not want to spend time pursuing this if the Park Board is not in favor of the exploration.

- d. Hannah Kitz expressed concern over both parking availability and vandalism prevention to the improvements. Andy stated their design would include plenty of lighting to thwart nefarious activity, which could potentially be extended up the Centennial Trail toward Mission Park as a separate effort. Al suggested increased recreational activity in the area would also curtail negative activity. The majority of stakeholders (River Forum, U-District, adjacent business, water users) are behind this concept and feel it would be beneficial to all involved as this area as the illicit use is out of control. Although they will not be committed to construction, it was also suggested that if/when this river access is developed, Spokane Parks may also want to look at making improvements to the triangle above the river west of Superior Street.
- e. Nick stated this is consistent with the Master Plan and a new water access in this approximate area has already been identified as a first-tier community priority for implementation. As a result, a formal action item by the board would not be necessary to commence design work, though the Park Board President or Land Committee Chair could draft a formal letter of support, an email, or the minutes of Land Committee could suffice as an expression of support. Greta, Sally and Hannah all expressed support for river forum exploration & design of the proposed boat access, with the condition that it does not obligate parks to committing construction funding.

Standing Reports:

Al mentioned that the Green Area Maintenance Area project is coming along well, and he will provide more information at the next meeting.

Adjournment: The meeting was adjourned at 4:54 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. June 05, 2024.



CITY OF SPOKANE
PARKS AND RECREATION

CONTRACT RENEWAL
1 OF 2

Title: On-Call Electrician Services

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **ELECTRIC CITY, INC.**, whose address is 16019 East LaCrosse Lane, Spokane Valley, Washington 99216 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide On-Call Electrician Services for City of Spokane Parks; and

WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the first, therefore, this original Contract needs to be formally renewed by this written Contract Renewal document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated May 31, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on June 1, 2024, and shall end May 31, 2025.

3. COMPENSATION.

The City shall pay a maximum amount not to exceed **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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 Contract Renewal by having legally-binding representatives affix their signatures below.

ELECTRIC CITY, INC.

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certification regarding Debarment

24-084

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



City of Spokane
Parks and Recreation Department

CONTRACT RENEWAL
1 OF 2

Title: **ON-CALL PLUMBING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide on-call plumbing services for the City of Spokane Parks and Recreation Department; and

WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the first, therefore, this original Contract needs to be formally renewed by this written Contract Renewal document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated June 20, 2022 and June 21, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on August 1, 2024, and shall end July 31, 2025.

3. COMPENSATION.

The City shall pay a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00)**, excluding taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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 Contract Renewal by having legally-binding representatives affix their signatures below.

McKINSTRY, CO., LLC

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certification regarding Debarment

24-083

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: May 1, 2024	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2021-0430		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B Objective 2	Master Plan Priority Tier:	First (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Discuss developer proposal for public access and recreational improvements at Dwight Merkel Sports Complex		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>In 2021 park board entered a letter of intent with Fairmont Memorial Association to permit a public roadway along the south side of Dwight Merkel Sports Complex to provide access to Fairmont's adjoining property to enable residential development on the private property.</p> <p>In exchange for the roadway access, parks requested recreational trail easements from Dwight Merkel into Riverside State Park, recreational trail easements across Fairmont Property adjacent Latah Creek (which has since been omitted), the development of a public right-of-way adjacent Dwight Merkel, and ensure 'no net loss' of Merkel recreational facilities as a result of the road development.</p> <p>A developer, NAI Black, has entered an agreement with Fairmont and proposes to develop the private property adjacent dwight merkel in line with the LOI, and would like to propose an outline for improvements to Merkel to honor the intent of the LOI for park board review and discussion.</p>			
Motion wording:			
No motion requested. Discussion only.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:		Toddw@whipplece.com	
Parks – Accounting		dblack@naiblack.com	
Parks – Sarah Deatrich			
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

Fairmount Memorial Parcel Narrative

The Fairmount Memorial Parcels (26341.0019 and 26341.0007) are two isolated parcels located on the bluff above and to the south of the Northwest Terrace development. The parcels are located to the west and north of the Dwight Merkel Sports Complex. There is a recorded 2019 access easement through the properties to the south. These parcels have remained undeveloped and are currently covered with trees shrubs and grasses. There are multiple native or social trails throughout the properties that connect the sport complex trail to the Riverside State Park Trail system and the surrounding residential neighborhoods.

With the recent removal of Joe Albi Stadium to the south of the two parcels. The area is being reimagined and the parcels are being considered to be sold as they are no longer needed by Fairmount Memorial Cemetery. However, the two parcels are land locked with no means of public access, other than through the existing easement.

This proposal requests that the associated parties contribute the following:

Fairmont Memorial Association:

1. Dedicate trail easements through the two parcels to maintain access, prior to sale of parcels to future developer. This ensures that the easements would be honored in the future and access maintained.

It is proposed that a developer of the two properties:

2. Construct Hartly Road from Wellesley Avenue Past the Pauline Flett Middle School, along the western boundary of the City Parcel, through the Parks property west of the BMX track and into the Southern parcel
3. Construct Sansom Road from the end of Sansom Road (Formerly Access Road) to Royal Street Alignment
4. Construct Royal Street from Sansom Road to the Southern Parcel
5. Relocate the existing soccer field south of Sansom Alignment
6. Provide an additional soccer field south of Sansom Alignment
7. Extend the exiting parking lot to Royal Street
8. Create a new parking lot to the west of Royal Street that will serve the BMX Bike Track and the two proposed soccer fields south of Sansom

City of Spokane Parks Department:

9. Dedicate right of way over the access easement and existing access drive aisle along the Sansom Alignment, thus, transferring maintenance to the City Street Department.
10. Dedicate right of way along access easement Royal Street alignment through the existing Soccer Field (Soccer Field to remain in place until replacement field south of Sansom Avenue is completed)
11. Dedicate right of way along the access easement, Hartly Street alignment, West of the BMX Track,

City of Spokane (School District 81):

12. Dedicate right-of-way over the access easement, Hartley Alignment



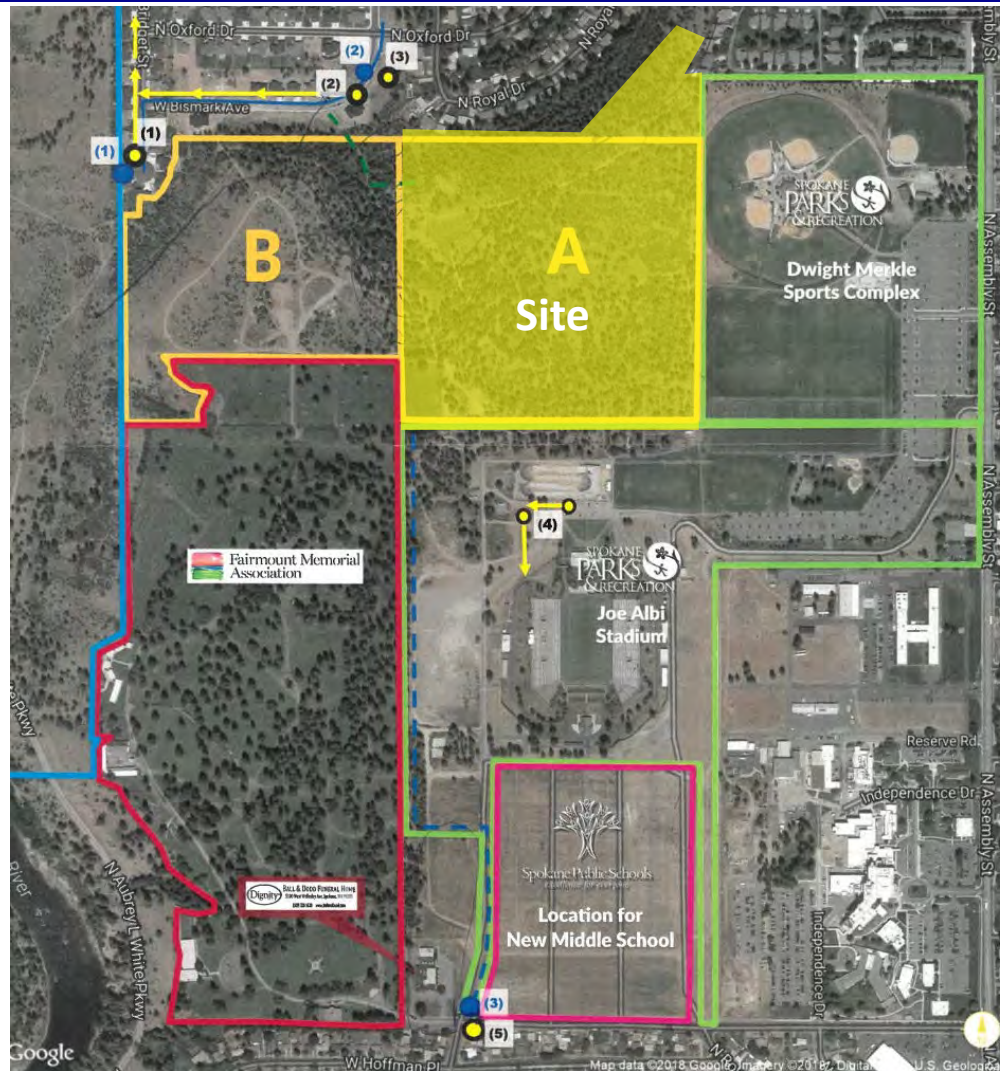
Fairmount Parcels

Spokane Parks & Recreation
May 1, 2024



WCE 23-3574

Vicinity



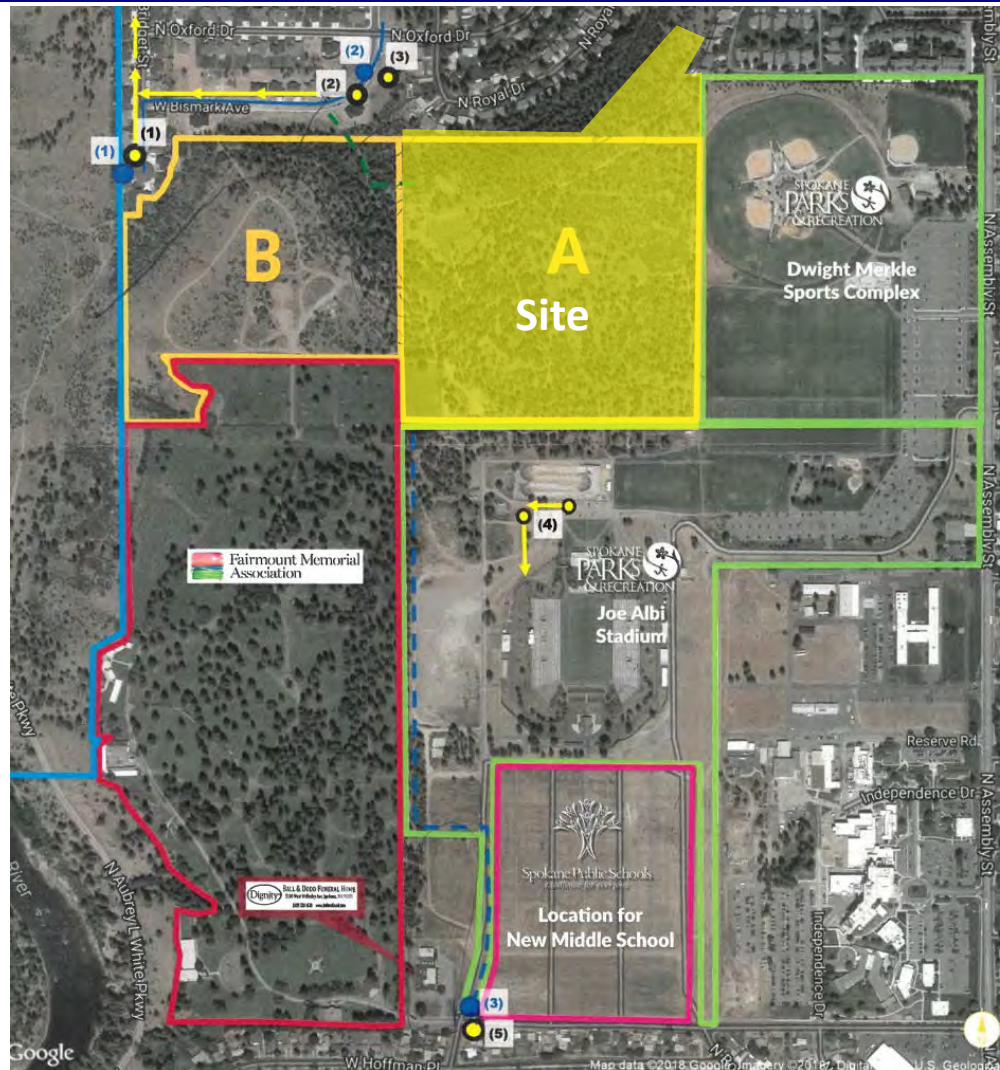
Process to Date

- 2021 – APPROVED LETTER OF INTENT WITH FAIRMONT
- 2021-2023 – FAIRMONT & CITY EVALUATED CONCEPTS FOR IMPROVEMENT @ MERKEL & TRAIL EASEMENT NEAR LATAH CREEK. INCLUDED NEIGHBOR INPUT.
- 2023 – FAIRMONT ENTERS AGREEMENT WITH DEVELOPER (NAI BLACK)
- 2024 (TODAY) – DEVELOPER PROPOSING IMPROVEMENTS TO MEET INTENT OF L.O.I.

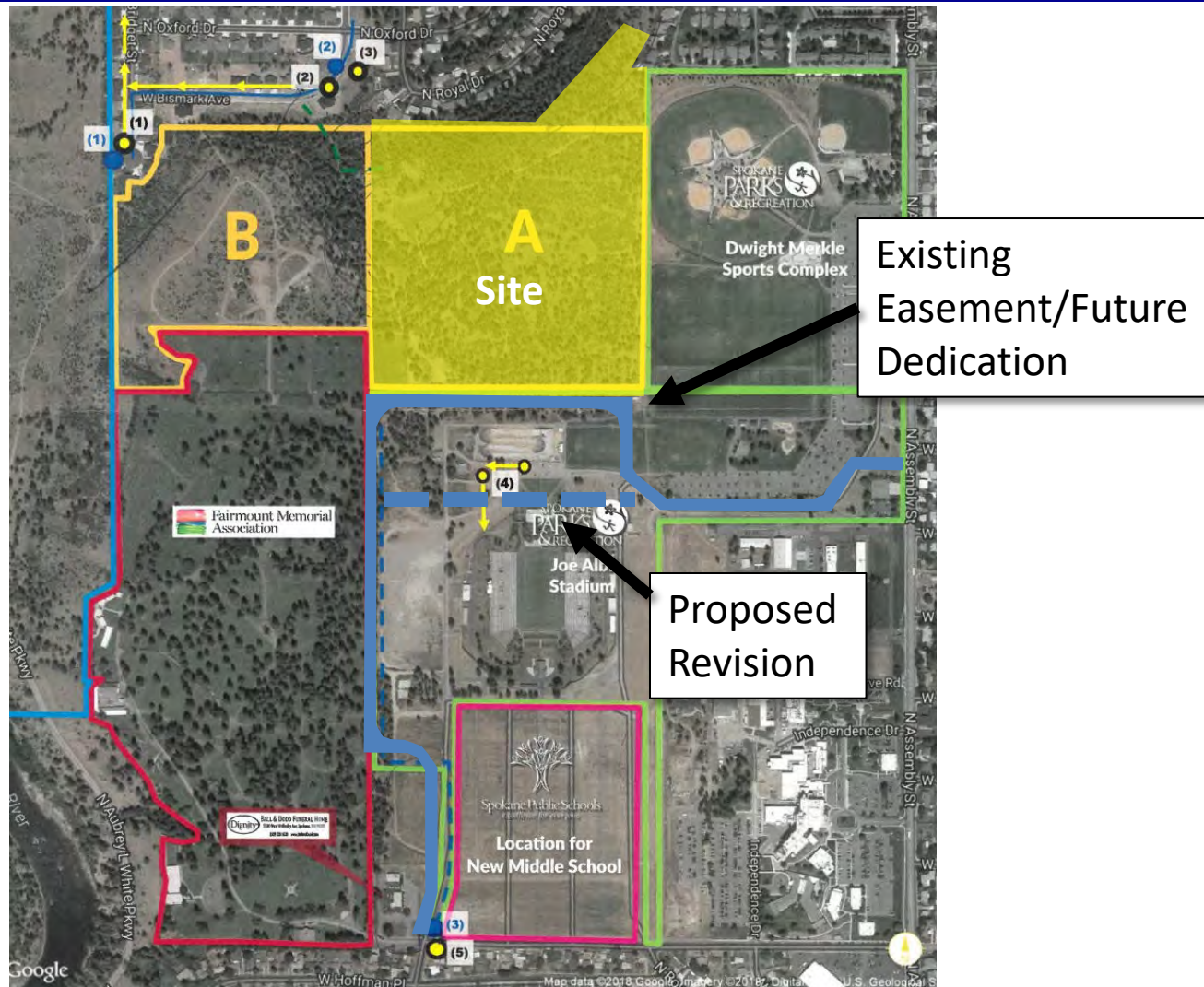
LOI Summary

- PARKS / CITY
 - Allow Merkel access road to be developed into Public street
 - Allow development of new road to development through grass soccer field.
- FAIRMONT / DEVELOPER
 - Construct new public street adjacent Merkel
 - Construct (2) new soccer fields on former Joe Albi site to replace & enhance field space impacted by new road.
 - Add improved parking for BMX track & new fields
 - Dedicate new trail easements through proposed development to ensure public trail access to Riverside State Park

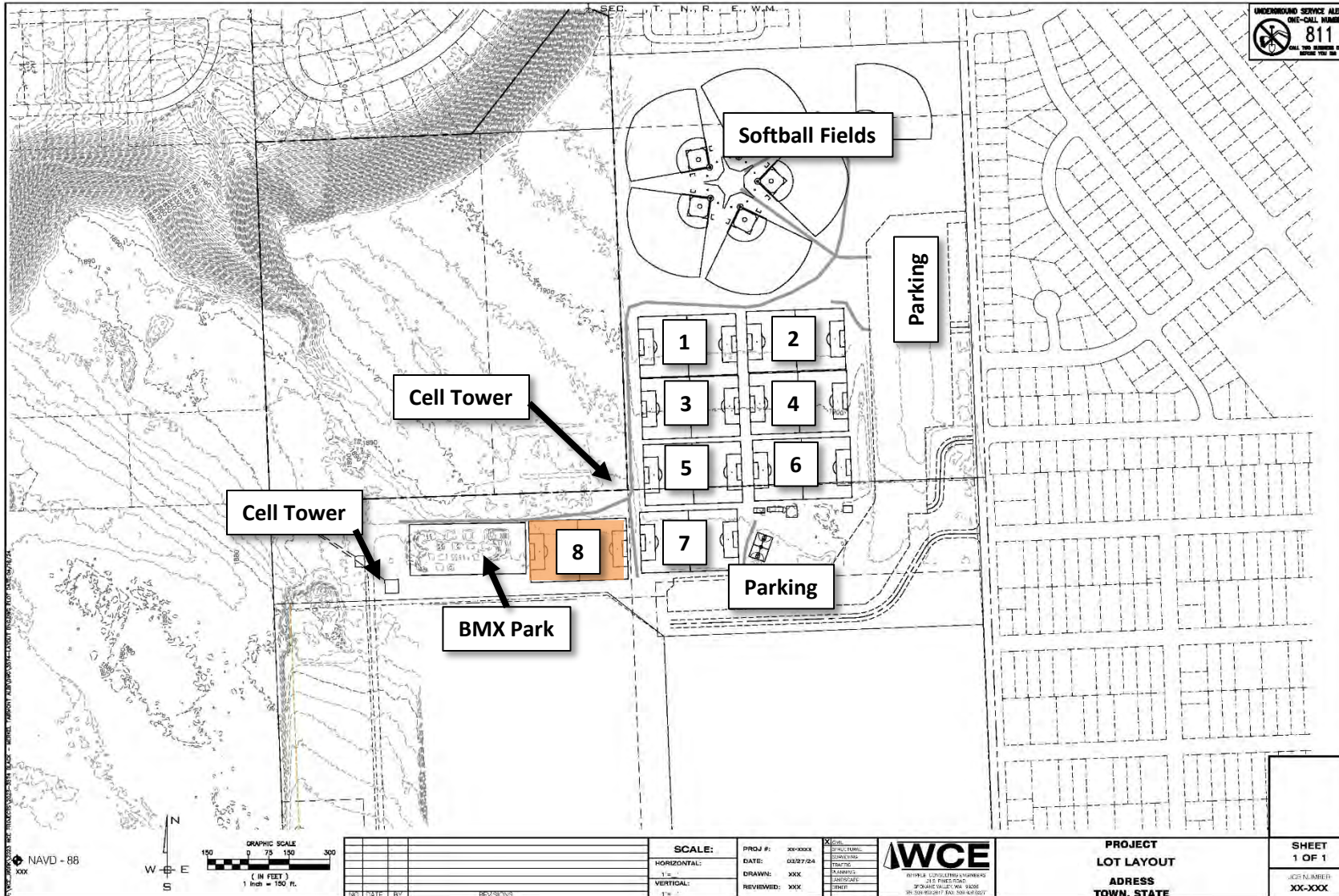
Vicinity



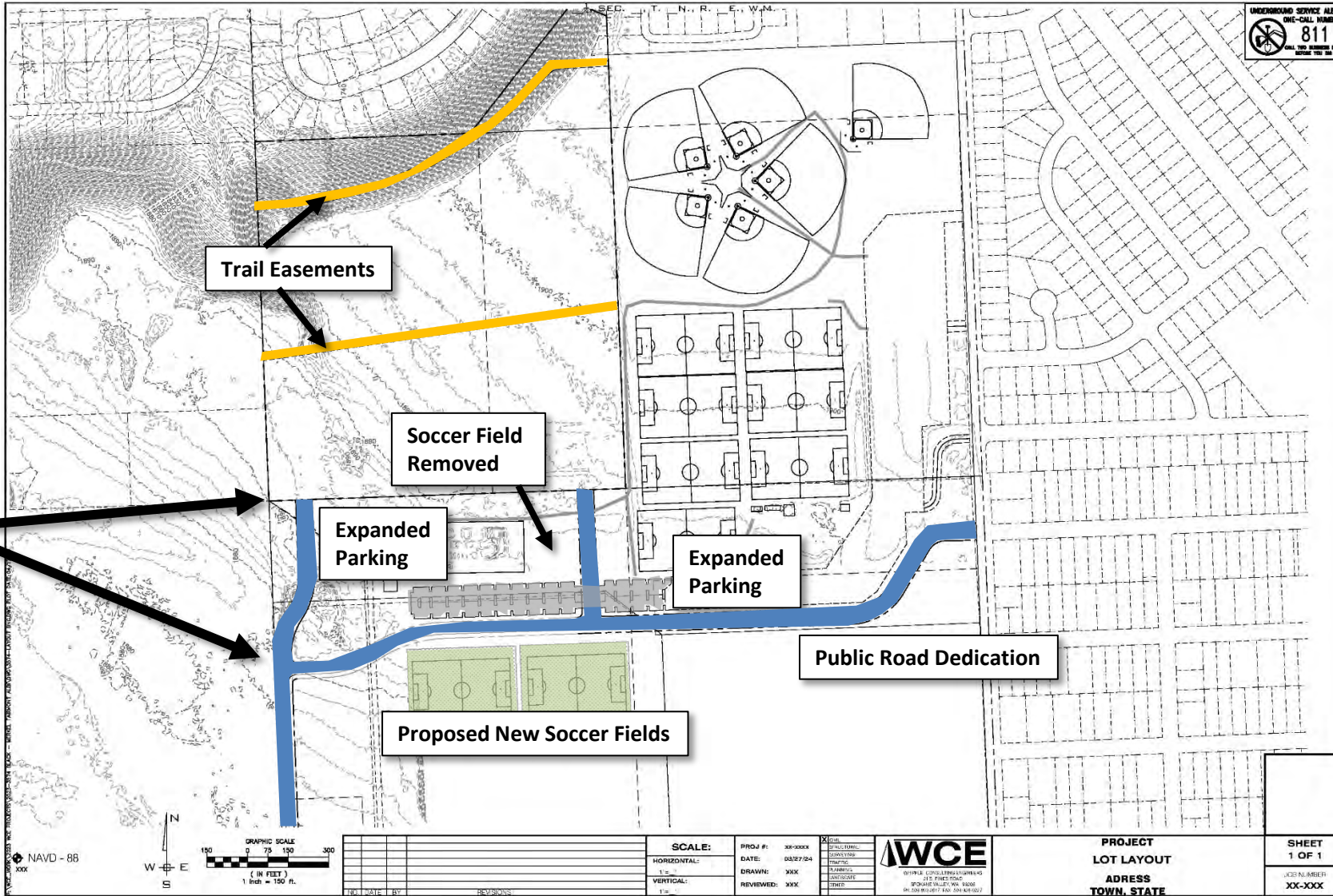
Alternate Easement



Existing



Proposed



Impact of proposal

- PARKS / CITY
 - Net increase of public soccer fields by (1) at no cost to parks.
 - (2) new fields will be separated from rest of merkel by new public road.
 - Expands public parking for existing BMX & new fields.
 - Secures public trail easements through private property to Riverside State Park.
 - Eliminates requirement for Parks to maintain the 'Merkel Access Drive'.
- FAIRMONT / DEVELOPER
 - Permitted access to develop +/-40 acres of private land for new residences adjacent Dwight Merkel Sports Complex



Questions?





AGENDA SHEET FOR PARK BOARD MEETING OF: May 13, 2021

Submitting Division
Parks & Recreation

Contact Person
Berry Ellison

Phone No.
625-6276

CR: _____

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Lease Renewal/Ext. Amendment/CO Other

Beginning date: 05/13/2021 Expiration date: _____ Open ended

CLERKS' FILE	OPR 2021-0430
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

DATE: 06/28/2021

AGENDA WORDING:

Letter of intent for public access easements and a parkway at Dwight Merkel Sports Complex

BACKGROUND: (Attach additional sheet if necessary)

Public access and recreational trail easement and parkway along the southern edge of Dwight Merkel Sports Complex

RECOMMENDATION:

Approve Letter of intent for public access easements and a parkway at Dwight Merkel Sports Complex

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Berry Ellison

Requester - Berry Ellison

Dept. Manager _____

Garrett Jones

Director of Parks & Recreation – Garrett Jones

Megan Qureshi

Parks Accounting – Megan Qureshi

James Richman

Legal Dept. – James Richman

DISTRIBUTION:

Parks: Accounting _____

Parks: Pamela Clarke _____

Budget Manager: _____

Requester: Berry Ellison _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden

Jennifer Ogden, president

May 13, 2021

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
Budget neutral _____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor

New vendor – If so, please include vendor packet

Supporting documents:

Quotes/Solicitation (RFP, RFQ, RFB)

W-9 (for new contractors/consultants/vendors)

Contractor is on the City's A&E Roster City of Spokane

ACH Forms (for new contractors/consultants/vendors)

Spokane Business registration expiration date: _____

Insurance Certificate (minimum \$1 million in General

UBI # _____

Liability)

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	May 5, 2021		
Requester	Berry Ellison	Phone number: 509-625-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Letter of intent for public access easements and a parkway at Dwight Merkel Sports Complex		
Begin/end dates	Begins: 5/13/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:	Public access and recreational trail easement and parkway along the southern edge of Dwight Merkel Sports Complex.		
Motion wording:	Approve letter of intent for public access easements and a parkway at Dwight Merkel Sports Complex		
Approvals/signatures outside Parks:	<input checked="" type="radio"/> Yes <input type="radio"/> No		
If so, who/what department, agency or company: Fairmount Memorial Association			
Name:	Email address:	Phone:	
Distribution:	Parks – Accounting Parks – Pamela Clarke Requester: Berry Ellison Grant Management Department/Name:		
Fiscal impact:	<input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue		
Amount:	Budget code:		
Vendor:	<input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor		
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	<input type="checkbox"/> Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

April ~~May~~, 2021
13,
2021

City of Spokane, Parks Department
Attn: Garrett Jones, Parks Director
808 West Spokane Falls Blvd.
Spokane, WA 99201

Fairmount Memorial Association
822 N Government way
Spokane, WA 99224

Re: Draft Letter of Intent re Public Access Easements and a Parkway at Dwight Merkel Sports Complex

Ladies and Gentlemen:

The purpose of this letter (the "Letter of Intent") is to set forth the preliminary interest and understanding of both the City of Spokane, by and through the Spokane Parks and Recreation Department ("Parks") and Fairmount Memorial Association ("Fairmount") with respect to the possibility of establishing public access / recreational trail easements along existing trails adjacent to the Spokane River and Riverside State Park and establishing a parkway along the southern edge of the Dwight Merkel Sports Complex. Parks and Fairmount are each sometimes referred to collectively as the "Parties" and individually as a "Party."

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

1. **Background and Purpose.** Fairmount owns certain property adjoining the Dwight Merkel Sports Complex and Riverside State Park and also owns property adjoining the Spokane River near the confluence with Latah Creek ("Fairmount Property"), all as depicted in Exhibit A. **The Parties wish to preserve public access and recreational opportunities on the Fairmount Property by entering into an agreement to preserve public access in perpetuity.** Parks owns or

controls the Dwight Merkel Sports Complex (“Merkel”), which is depicted in Exhibit B. The Parties wish to set forth the conditions under which a public parkway could be dedicated and developed along the southern edge of Merkel in order to enhance public access and circulation at Merkel and to provide access to Fairmount’s adjoining property. In anticipation of these arrangements, pursuant to a Right-of-Way Dedication Deed, dated November 7, 2019, and filed for record in the records of Spokane County on November 8, 2019 under Auditor’s recording number 6862275, the City of Spokane and Spokane School District No. 81 set aside an alignment for a future public street along the western edge of the Joe Albi Stadium site (“ROW Dedication Deed”).

2. **Preservation of Public Access to Existing Trails on Fairmount Property.**

a. **Spokane River.** The Parties desire to enter into Recreational Trail Easement Agreements that will preserve in perpetuity the public’s ability to enjoy access to and views of Latah Creek and the Spokane River via existing trails located over and across the Fairmount Property. determined not to be feasible
(trails not permissible within this area) The Parties have worked on a draft agreement, but several key points remain under discussion, including the exact alignment of the trail(s) and responsibility for trail maintenance and clearing of encampments. The Parties acknowledge that the existing trails along the Spokane River near the confluence with Latah Creek are within environmentally sensitive areas having rich archaeological heritage which may limit the ability to significantly increase the public’s use of the trails and will certainly restrict the Parties’ ability to make improvements to existing trails or to develop new trails. For these reasons, the Parties acknowledge that it may be helpful to involve representatives from the Department of Ecology and local tribes prior to finalizing any such easement agreements.

b. **Riverside State Park.** The Parties also desire to enter into Recreational Trail Easement Agreements that will preserve in perpetuity the public’s ability to access Riverside State Park over and across the Fairmount Property in those areas generally depicted on Exhibit D.

3. **Merkel Parkway.** The Parties wish to agree on the conditions under which the Park Board would agree to the dedication of public right-of-way along the southern end of the Dwight Merkel Sports Complex generally along the same alignment as the existing park access road. This parkway would enhance circulation and parking opportunities at Merkel and would provide access to Fairmount’s adjoining property which would create opportunity for the property to be developed for residential use in the future. Development of the parkway would be the sole responsibility of Fairmount and/or its successors and assigns and the parkway would be developed by Fairmount according to specifications acceptable to the Park Board and the City’s Development Services Department, at no cost or expense to Parks or the City of Spokane. Fairmount would be responsible for mitigating any impacts to Merkel with no net loss of recreation facilities resulting from development of the parkway. Similarly, Fairmount and/or its successors and assigns would be responsible for coordinating with Spokane School District No.

81 for the development of the public right-of-way set aside in the ROW Dedication Deed at no cost or expense to Parks and/or the City of Spokane.

4. Timing of the Project. To facilitate development of the foregoing, each Party is requested to return this Letter of Intent by July 06, 2021.

This is a non-binding document having no legal effect. The Parties understand that all costs, expenses and fees ("Expenses") related to this Letter of Intent shall be paid by the party incurring such Expenses without recourse against the other party. No claim for Expenses or liability of any kind related to this Letter of Intent shall be based upon reliance, estoppel, or equity. In the event the Parties do not reach agreement on the public access easements and parkway, this Letter of Intent shall terminate without any liability to the Parties.

Sincerely,

Approved as to form:

DocuSigned by:
Garrett Jones
C54768E7AE074B0...
Director, Spokane Parks & Recreation

DocuSigned by:
James Rickman
59DFB076D0684D7...
Assistant City Attorney

City of Spokane Parks and Recreation

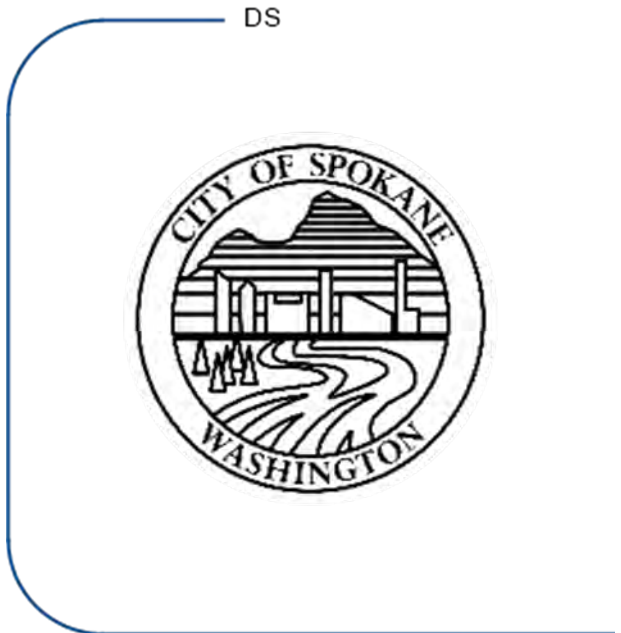
Attest:

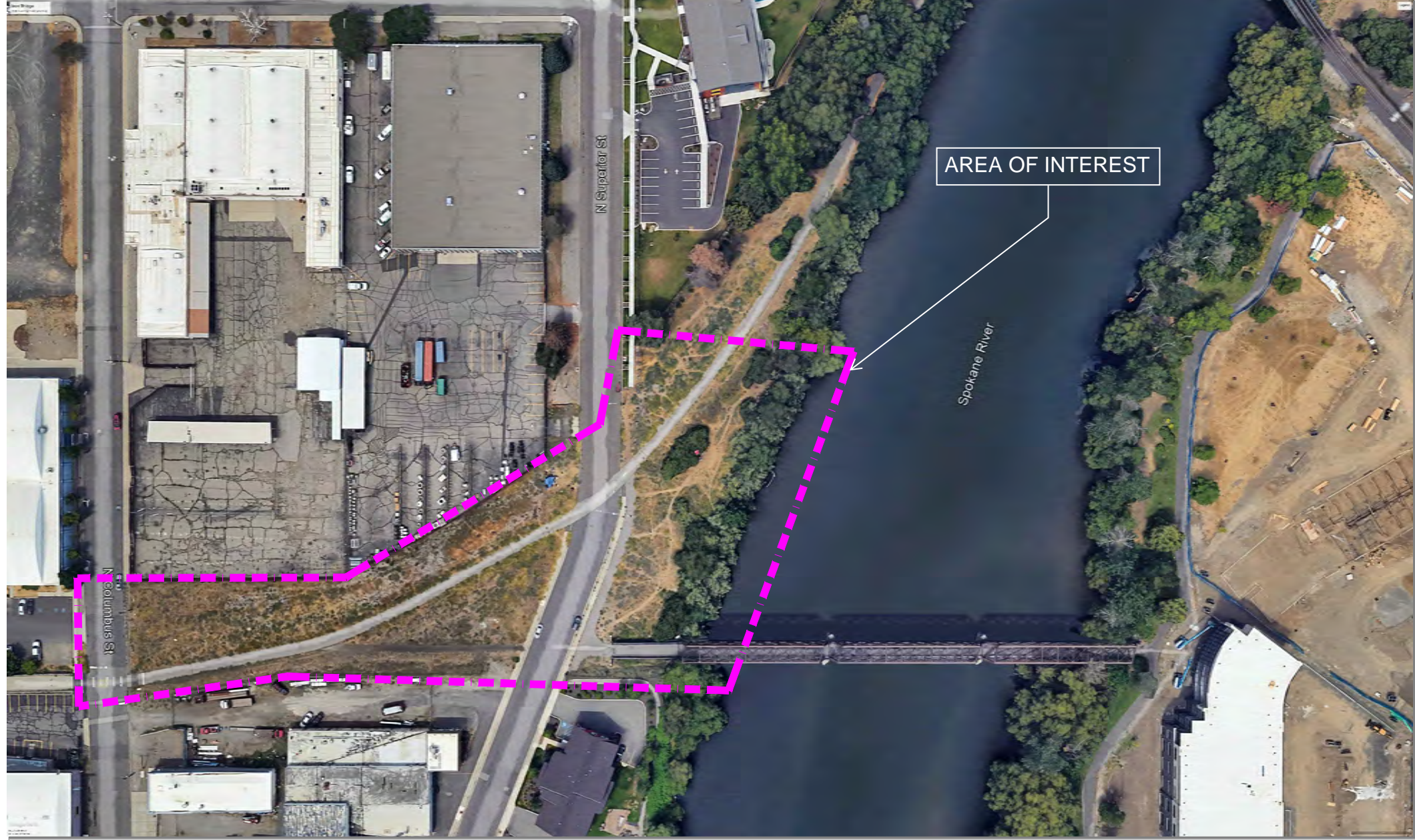
DocuSigned by:
Signature: Garrett Jones
C54768E7AE074B0...
Print name: Garrett Jones
Title: Director, Parks and Recreation
Date: 7/6/2021

DocuSigned by:
Laurie Farnsworth
3D29CB9513C34B8...
Acting City Clerk

Fairmount Memorial Association

DocuSigned by:
Signature: David Ittner
33D62B6208CC483...
Print name: David Ittner
Title: President - CEO
Date: 6/30/2021





Iron Bridge Site

SPOKANE RIVER



SEAL:

CONSULTANT:

PROJECT NUMBER:

**IRON BRIDGE
NORTH**
**SPOKANE
RIVER FORUM**

SHEET TITLE:

DRAWN BY:
CHECKED BY:

Revisions:

SHEET:

L-105

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PLOT DATE: Monday, February 05, 2024 FILE LOCATION: NP:\23716 Iron Bridge Access\z-illat2 5 24.dwg



RIVER ACCESS IRON BRIDGE NORTH

NORTH SUPERIOR STREET
RIVER BANK ACCESS
IRON BRIDGE

IRON BRIDGE TRAIL EXTENSION

ON STREET PARKING

CENTENNIAL TRIAL



RIVER ACCESS IRON BRIDGE NORTH PLAN



TRAIL CONNECTION

BOAT ACCESS
VEHICLE DROP OFF

RIVER ACCESS PATH

RIVER BANK ACCESS
LAUNCH

IRON BRIDGE TRAIL
CONNECTION

RIVER SHORE LINE
TRAIL CONNECTION

IRON BRIDGE



SEAL

CONSULTANT:

PROJECT NUMBER

IRON BRIDGE
NORTH
SPOKANE
RIVER FORUM

SHEET TITLE:

DRAWN BY:
CHECKED BY:

Revisions:

SHEET:

L-104

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