

Spokane Park Board Riverfront Park Committee

4pm p.m. Monday, January 8, 2024
Pavilion Conference Room/WebEx virtual meeting
Dial in: 408-418-9388
Access code: 2495 788 8414
Jonathan Moog – Riverfront Park Director

Committee members:

Gerry Sperling – Chair Kevin Brownlee Doug Kelley Hannah Kitz

The Riverfront Park Committee meeting will be held in-person at the Pavilion Conference Room and virtually via WebEx at 4 p.m. on Monday, January 8. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code 2495 788 8414, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than noon on January 8 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

Agenda

Call to order

Public comment

Action items

A. Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$161,441, no tax) – Jonathan Moog

Standing Report items

A. December 2023 Operations Report – Jonathan Moog

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board Briefing Paper



Committee	Riverfront Park	Committee meeting date: January 8, 2023		
Requester	Jonathan Moog	Phone number: 509-625-6243		
Type of agenda item	Consent ODiscussion	Information • Action		
Type of contract/agreement	New Renewal/ext.	Lease Amendment/change order Othe		
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy	Goal L, Objective 1	Master Plan Priority Tier: First Tier		
(Click HERE for link to the adopted plan)		(pg. 171-175)		
Item title: (Use exact language noted on the agenda)	Utilities/Parks interdepartmental agreement amendment/Riverfront Park parking lots (Revenue: \$161,441, no tax)			
Begin/end dates	Begins: 01/01/2023	Ends: 08/31/2024 06/01/252		
Background/history: Utilities Division desires continued use of Riverfront Park parking lots during construction of the Post Street Bridge. This amendment extends the prior agreement by 1 year and 8 months and allows for prorated monthly payments should Post St Bridge Construction complete sooner then Aug 2024. Utilities and integrated Capital Management has been using various portions of Riverfront parking lots formerly known as as the Bosch lot (lot# 7) and lot #6 since 2016 for the purpose of constructing a Combined Sewer Overflow (CSO) tank on premises, a lay-down yard for CSO construction adjacent to the Downtown Library and construction of the Post St Bridge. Should Park Board approval be given, this amendment will need to be approved by City Council before it may be fully executed.				
Motion wording: Approve Utilities/Parks interdepartmental agreement amendment for \$161,441				
Approvals/signatures outside Parks: Yes No				
If so, who/what department, agency or company:				
Name: Marlene Feist	Email address: mfeist@spok	anecity.org Phone: 509-625-6505		
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:				
Fiscal impact: C Expenditure	Revenue			
Amount: NA	Budget code: 1400-54370-7	6901-36250		
Vendor:				
UBI: Business license expiration date: ACH Forms (for new contractors/consultants/vendors)				



City of Spokane

AMENDMENT TO INTERDEPARTMENTAL AGREEMENT

Title: **BOSCH LOT PROPERTY**

THIS INTERDEPARTMENTAL AGREEMENT AMENDMENT is between the City of Spokane, Utilities Division, on behalf of the Water-Wastewater Management Department, whose address is Second Floor City Hall, 808 West Spokane Falls Boulevard,' Spokane, Washington 99201, hereafter referred to as "Water-Wastewater Department" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks Department," hereinafter jointly referred to as the "Parties".

WHEREAS, on November 30, 2011, and May 4, 2015, the Parties entered into Interdepartmental Agreements for CSO Control Facilities and Stormwater Surface and Infiltration Facilities to be sited on Parks Property; and

WHEREAS, the Parties recorded permanent easements for CSO and stormwater projects installed on Parks-owned properties, including the Bosch Lot Property, which is located at the northwest corner of Summit Boulevard and Lincoln Street; and

WHEREAS, the Parties would like to use Riverfront Park Lot 6 as a staging area for the Post Street Bridge Project; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Agreements, dated November 30, 2011, and May 4, 2015, and the first Amendment attested by the City Clerk on May 2, 2016, 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 Amendment shall become effective on January 1, 2023 and shall remain in effect until the earlier of completion of the two (2) construction projects or August 31, 2024.

3. AMENDMENT.

The Original Agreement and First Amendment are revised to include the following:

- 3. CONSIDERATION: The parties agree as follows:
- b. Utilities will pay to Parks for the number of parking stalls used during the duration of each project. The expected number of stalls for the Bosch Lot is 42 charged at a rate of \$924 per stall annually and upper portion of Parking Lot #6 is 29 charged at a rate of \$2003 per stall annually. Total annual compensation is \$96,865.
- d. Utilities will pay Parks a prorated share on a **monthly** basis of EIGHT THOU-SAND SEVENTY TWO AND 8/100 DOLLARS (\$8,072.08) for the term of this Agreement or when the contractor for the Post Street Bridge Project vacates Bosch Lot, whichever action occurs first.

CITY OF SPOKANE

4. TERMINATION.

CITY OF SPOKANE PARKS

Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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 Amendment by having legally-binding representatives affix their signatures below.

AND RECREATION DEPARTMENT					
Ву		By			
Signature	Date	Signature	Date		
Type or Print Name		Type or Print Name			
Title		Title			
Approved:		Approved:			
Attorney for Park Board		Director of Utilities Division			
Attest:		Approved as to form:			
City Clerk		Assistant City Attorney			

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