

#### Spokane Park Board Agenda

3:30 p.m. Thursday, Feb. 11, 2021 Call in: 408-418-9388 Access code: 146 717 3580 Meeting password: jBwsCxBM682

#### Park Board Members:

Jennifer Ogden – President Bob Anderson – Vice president Garrett Jones – Secretary Nick Sumner Rick Chase Greta Gilman Sally Lodato Gerry Sperling Barb Richey Hannah Kitz Kevin Brownlee Michael Cathcart – City Council liaison

#### <u>Agenda</u>

- 1. Roll call
- 2. Additions or deletions to the agenda
- 3. Public comment

#### 4. <u>Consent agenda</u>:

- A. Administrative/Committee-level items:
  - 1) Jan. 14, 2021, regular Park Board meeting minutes
  - 2) Jan. 22, 2021, Park Board study session notes
  - 3) Claims January 2021 (\$731,745.77)

#### 5. Special guests:

- A. Spokane Youth and Senior Centers Association quarterly update Jerry Unruh, Hillyard Senior Center executive director
- B. Fish Lake Trail to Centennial Trail connection Nathan Anunson, Integrated Capital Management
- 6. Financial report and budget update: Mark Buening

#### 7. Special discussion/action items:

- A. 2021 Park Board officers/Nomination Ad Hoc Committee recommendation *Rick Chase*
- B. Park Board committee assignments Jennifer Ogden

#### 8. Committee reports – action items:

#### Urban Forestry Tree Committee: Feb. 2, 2021 – Rick Chase A.

Action items: None

#### Golf Committee: Feb. 9, 2021 - Gerry Sperling

A. Turf and chemical value blanket (not to exceed \$195,000)

#### Land Committee: Feb. 3, 2021 - Greta Gilman

- A. QueenB Radio (KXLY) now Radio Park, LLC, license and development agreement amendment #1/Southeast Sports Complex
- B. Avista Utilities memorandum of agreement/Upriver Park

#### Recreation Committee: Feb. 3, 2021 - Sally Lodato

A. Action items: None

**Riverfront Park Committee**: Feb. 8, 2021 – *Nick Sumner* A. Downtown Zipline letter of support

**Finance Committee**: Feb. 9, 2021 – *Bob Anderson* A. Action items: None

#### 9. Reports

A. President: Jennifer Ogden

- B. Liaisons:
  - 1. Conservation Futures Greta Gilman
  - 2. Parks Foundation Barb Richey
  - 3. City Council *Michael Cathcart*
- C. Director: Garrett Jones

#### 10. Executive session:

#### 11. Correspondence:

A. Letters/emails: Proposed water tower on the South Hill (10 emails)

#### 12. Adjournment:

#### 13. Meeting dates:

A. Committee meeting dates:

Urban Forestry Tree Committee: 4:15 p.m. March 2, 2021, via WebEx Land Committee: 3:30 p.m. March 3, 2021, via WebEx Recreation Committee: 5:15 p.m. March 3, 2021, via WebEx Riverfront Park Committee: 3 p.m. March 8, 2021, via WebEx Golf Committee: 8 a.m. March 9, 2021, via WebEx Finance Committee: 3 p.m. March 9, 2021, via WebEx

- B. Park Board: 3:30 p.m. March 11, 2021, via WebEx
- C. Park Board Study Session: 1 p.m. March 29, 2021, via WebEx

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 Human Resources at 509.625.6367, 808 W. Spokane Falls Blvd., Spokane, Washington, 99201; or <u>erahrclerks@spokanecity.org</u>. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Return to Agenda** 

## Spokane Park Board Briefing Paper



Committee	Feb. 11, 2021, Park Board meeting
Committee meeting date	
Requester	Pamela Clarke Phone number: 625-6241
Type of agenda item	Consent O Discussion O Information O Action
Type of contract/agreement	O New O Renewal/extension O Amendment/change order O Other
City Clerks file (OPR or policy #)	n/a
<b>Item title</b> : (Use exact language noted on the agenda)	Jan. 14, 2021, regular Park Board meeting minutes
Begin/end dates	Begins: Ends: Open ended
Background/history: Park Board minutes for the Jan. 14, 2021 Motion wording: Move to approve the Park Board minutes	, regular Park Board meeting as presented as a consent agenda item.
<b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or c	O Yes O No
Name:	Email address: Phone:
Distribution:	
Fiscal impact: O Expenditure Amount: n/a	O Revenue Budget code:
Vendor:       Existing vendor         Supporting documents:       Quotes/solicitation (RFP, RFQ, RFB)         Contractor is on the City's A&E Roster - QUBI:       Business license explanation	



#### **Spokane Park Board**

3:30 p.m. Jan. 14, 2021 WebEx virtual meeting

#### Park Board Members:

- X Jennifer Ogden President
- X Bob Anderson Vice President
- X Garrett Jones Secretary
- X Nick Sumner (Left meeting: 3:42 p.m.; rejoined at 4:12 p.m.) Rick Chase (Absent/excused)
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey
- X Hannah Kitz
- X Kevin Brownlee
- X Michael Cathcart City Council liaison

#### Parks Staff:

Jason Conley Mark Buening Fianna Dickson Nick Hamad Al Vorderbrueggen Jennifer Papich Mark Poirier Justin Worthington Jonathan Moog Berry Ellison Pamela Clarke

#### **Guests:**

Marc Gauthier Kara Odegard Giacobbe Byrd Kyle Twohig Yan Densmore Sarah Thompson Moore Terri Fortner James Richman Shae Blackwell Pat Keegan Karen Mobley Marcia Davis Elizabeth Schoedel Dave M. Marcia Milani **Diane Birginal** Carol Ellis Ian Cunningham

#### **MINUTES**

#### (Click <u>HERE</u> to view a video recording of the meeting.)

- 1. Roll call: See above
- 2. <u>Additions or deletions to the agenda</u>: *Jennifer Ogden* A. None

#### 3. Special discussion/action items:

A. <u>City Council liaison</u> – *Jennifer Ogden* introduced and welcomed Council Member Michael Cathcart who City Council recently appointed to serve as council liaison on the Park Board.

B. <u>Nomination Ad Hoc Committee appointments</u> – *Jennifer Ogden* recommended Park Board members Rick Chase, Gerry Sperling, Sally Lodato and Barb Richey serve on the ad hoc nomination committee. Each year, the board president appoints a committee who is tasked to make a recommendation to the Park Board for the slate of officers for that year. The Park Board will take action on the recommendation at the Feb.11 Park Board meeting.

**Motion No. 1:** Jennifer Ogden moved to appoint Rick Chase, Gerry Sperling, Sally Lodato and Barb Richey to the Nomination Ad Hoc Committee who will recommend 2021 slate of officers at the February Park Board meeting.

Bob Anderson seconded.

Motion passed with unanimous consent (10-0 vote).

C. <u>Proposed water tower on the South Hill</u> – *Nick Hamad* introduced *Kyle Twohig* with Engineering Services who presented an update on the high system reservoir project. He also provided an outline on the next steps in the site selection process. The proposed water tower would serve those located south of 14<sup>th</sup> Avenue. The final three locations under consideration include: 1) Hamblen Park; 2) 37<sup>th</sup> Avenue and Stone; and 3) 31<sup>st</sup> Avenue and Napa.

- <u>Hamblen Park</u> This site has been identified as the number one choice by Engineering Services in terms of cost feasibility, least visible, minimal roadway impacts and has the shortest estimated construction time. He explained this selection allows the city to surplus property that was acquired at 31<sup>st</sup> and Napa. Mr. Twohig explained construction area would encompass approximately 15% of the park and the final footprint would be just under 1%.
- b. <u>37<sup>th</sup> and Stone</u> This is the second choice and is the site of a current water reservoir. This location is not optimal due to its small area, it is not flat, there is existing infrastructure, close proximity to homes, 37<sup>th</sup> Avenue would need to be closed during construction, and estimated cost is about \$500,000 more than the Hamblen site. Construction time is expected at 18+ months.
- c. <u>31<sup>st</sup> and Napa</u> This is the third choice due to the following factors: 1) steeply sloped rocky parcel with adjacent homes; 2) highly visible; 3) requires substantial rock removal which adds to construction duration and noise; and 4) estimated cost is about \$1 million more that the Hamblen site.
- d. <u>Next steps</u> Engineering Services will conduct an online, public survey by the end of January giving citizens the opportunity to provide ranked-choice voting on the three locations. Survey results will be presented to City Council for siting recommendation. Pending the survey results and council's direction, a potential request would come to the Park Board for consideration. Jennifer Ogden asked if there were opportunities for siting the tower at Sacajawea or existing commercial sites, such as the old ShopKo on Regal or former Albertson's on Grand. Mr. Twohig explained these locations are too far away from the transmission mains which would cause the cost to skyrocket.

Nick Sumner left meeting at 3:42 p.m.

#### 4. Public comment:

- A. <u>Water tower proposed for the South Hill</u> Four South Hill residents voiced concerns about the city potentially siting a high systems reservoir at Hamblen Park.
  - 1. Diane Birginal shared concerns that Engineering Services' site selection process is being misrepresented and manipulated in efforts for them to receive the answers they desire. She explained the reasoning which was given in 2018 on why the Hamblen site was not the preferred site is counter to what is being presented today. She said this is not opposition to constructing a water tower on the South Hill, it is about pro Parks preservation.
  - Carol Ellis shared public safety concerns should the tower be sited at Hamblen Park. She believes a proposed Park and Trail System will create hazards for park users, Parks and the police department. She urged the city to reconsider siting the tower at either 31<sup>st</sup>/Napa or 37<sup>th</sup>/Stone.
  - 3. Yan Densmore said he is opposed to siting the tower in Hamblen Park and explained he is against placing a water reservoir on any Park property. Selecting Hamblen Park would set a dangerous precedent and that basing the selection primarily on cost is shortsighted.
  - 4. Dave M. questioned what has happened since the city determined a few years ago

that the property at 31<sup>st</sup> and Napa was the preferred site and today Hamblen Park is the first choice. Dave suggested the potential partnership with two large corporations in the area may be motivating the city to select the Hamblen site.

5. Citizens' emails relating to this proposed project may be viewed **HERE** at the end of these minutes.

#### 5. **Consent agenda:** Jennifer Ogden

- A. Administrative and Committee-level items
  - 1) Dec. 10, 2020, regular Park Board meeting minutes
  - 2) Claims December 2020 (\$3,535,951.88)
  - 3) Park Board second-term appointment/Jennifer Ogden
  - 4) LaRiviere, Inc., change order #9/North bank playground (\$5,472.07, tax inclusive)

Motion No. 2: Jennifer Ogden moved to approve consent agenda items #1 - #4, as presented.

Gerry Sperling seconded.

Motion passed with unanimous consent (9-0 vote).

#### 6. Special Guests:

A. <u>LEAF presentation - alternative scenarios to protect Pilcher property</u> – Wildlife Biologist *Marc Gauthier, Ian Cunningham* and *Pat Keegan* presented an overview of the Pilcher Property/Kampas Farm and current efforts to preserve and conserve the land. This 48-acre property is located along Hangman Creek in Latah Valley. The Latah Environmental Agricultural Fisheries (LEAF) Heritage Project has formed in an effort to preserve and conserve the Kampas Farm for the public benefits of conservation and recreation, habitat, riparian and fisheries restoration, and establishment of regenerative local agriculture.

Nick Sumner rejoined the meeting at 4:12 p.m.

B. <u>Water conservation and climate action program overview</u> – *Kara Odegard* and *Giacobbe Byrd* presented an overview of the city's water conservation and climate action program. The Sustainability Action Subcommittee (SAS) is a group of appointed volunteer members who focus on issues surrounding climate change and its effects on the Spokane region. The goal is to research and recommend action the city can take to address issues surrounding environmental sustainability, climate mitigation and adaptation, and 100% renewable energy. There are a variety of ways people may get involved in the program, including: sign up for the SAS email communications <u>HERE</u>; complete a Climate Action Plan Survey <u>HERE</u> and register <u>HERE</u> to join one of three community water use workshops.

7. Financial report and budget update – Mark Buening provided the December financial report and budget update. The December operating expenditures for the Park Fund are less than the historic budget average by almost \$7.14 million. Year-to-date revenues are almost \$4.35 million less than the budget average. Revenues are exceeding expenditures by approximately \$2.51 million. The December operating expenditures for the Golf Fund are about \$549,000 less than the budget average. Year-to-date revenues are exceeding the budget average more than \$414,000. Revenues are exceeding expenditures almost \$1.16 million year-to-date. Of the total \$68.4 million Riverfront Park redevelopment budget, almost \$68 million has been expended/committed, leaving a budget balance of \$858,000.

#### 8. Committee reports:

**Urban Forestry Tree Committee**: (The Jan. 5 meeting was canceled.) *Rick Chase* A. Action items: None

B. The next regularly scheduled meeting is 4:15 p.m. Feb. 2, 2021, via WebEx.

#### Golf Committee: Jan. 12, 2021, Gerry Sperling

A. <u>Wastewater Management interdepartmental agreement for storm water</u>

<u>improvements/Downriver Golf Course (\$409,600)</u> – *Nick Hamad* presented an overview of the interdepartmental agreement with Wastewater Management for storm water improvements at Downriver Golf Course. In exchange for storm water improvements at the course, Wastewater Management will pay Golf \$409,000, fund construction and repair work, build improvements concurrent with irrigation improvements, and remove debris between holes #14 and #15.

**Motion No. 3:** Gerry Sperling moved to the interdepartmental agreement with Wastewater Management for storm water improvements at Downriver Golf Course.

Barb Richey seconded.

Motion passed with unanimous consent (10-0 vote).

B. The next scheduled meeting is 8 a.m. Feb. 9, 2021, via WebEx.

#### Land Committee: Jan. 6, 2021, Greta Gilman

- A. Action items: None
- B. The next scheduled meeting is 3:30 p.m. Feb. 3, 2021, via WebEx.

#### Recreation Committee: (The Jan. 6 meeting was canceled.) Sally Lodato

- A. Action items: None
- B. The next scheduled meeting is 5:15 p.m. Feb. 3, 2021, via WebEx.

#### Riverfront Park Committee: Jan. 11, 2021, Nick Sumner

A. <u>The Seeking Place site selection</u> – The Seeking Place artist *Sarah Thompson Moore* presented an overview of the proposed site selection for the signature art piece at Riverfront Park. The Joint Arts Committee, Spokane Arts and the artist recommend the artwork be located in the Pavilion Central Green.

**Motion No. 4:** Nick Sumner moved to approve siting The Seeking Place at the Pavilion Central Green.

Gerry Sperling seconded.

Motion passed with unanimous consent (10-0 vote).

B. <u>Parking rate proposal</u> – *Justin Worthington* presented an overview of the proposed parking rate fee structure. The proposed rate is \$4 for the first hour and \$1 for each additional hour. The proposed early bird rate would be \$3 for commuters arriving before 8 a.m. weekdays; excluding holidays and events. The new rate would begin April.

Motion No. 5: Nick Sumner moved to approve the new parking rate structure as presented.

Bob Anderson seconded.

Motion passed with unanimous consent (10-0 vote).

C. <u>Bernardo | Wills Architects amendment #8/North bank playground (\$29,500, no tax)</u> – *Berry Ellison* presented an overview of contract amendment #8 with Bernardo | Wills Architects for work on the north bank playground in the amount of \$29,500. Just prior to the Park Board meeting, BWA offered in-kind services on the project which reduced the cost of the proposed

amendment from \$32,144 to \$29,500. This amendment provides additional construction management for the project, including owner-requested design for the Roskelley Boulder, engineering for the splash pad and interpretive signage coordination. The board expressed their gratitude to BWA for their in-kind services offer.

**Motion No. 6:** Nick Sumner moved to approve contract amendment #8 with Bernardo | Wills Architects for construction administration services on the north bank playground project in the amount of \$29,500, no tax.

Barb Richey seconded.

Motion passed with unanimous consent (10-0 vote).

D. <u>KPFF Consulting Engineers/North suspension bridge (\$51,764, no tax)</u> – *Nick Hamad* presented an overview of the proposed agreement with KPFF Consulting Engineers for work on the north suspension bridge in the amount of \$51,764. In 2019, Avista Corporation, on behalf of the city, contracted KPFF to design repairs and renovations to the north and south suspension bridges at Riverfront Park. The initial bid came in above funds available to implement the project and all bids were rejected. Staff modified the bridge repair scope of work to split the north and south suspension bridge projects into two separate project phases. Adequate funds have now been allocated to implement the first phase of suspension bridge repairs which involves work on the north bridge.

**Motion No. 7:** Nick Sumner moved to approve the contract with KPFF Consulting Engineers for work on the north suspension bridge at Riverfront Park in the amount of \$51,764, no tax.

Barb Richey seconded.

Motion passed with unanimous consent (10-0 vote).

E. The next scheduled meeting is 3 p.m. Feb. 8, 2021, via WebEx.

#### Finance Committee: Jan. 12, 2021, Bob Anderson

- A. No action items
- B. The next regularly scheduled meeting is 3 p.m. Feb. 9, 2021, via WebEx.

#### 9. <u>Reports</u>:

**Park Board President**: Jennifer Ogden reported the Park Board will meet Jan. 22 for a study session to discuss the downtown zipline project. The Parks Foundation requested a Dog Park Task Force be formed. Three Park Board members are scheduled to serve on the task force, including Bob Anderson and Kevin Brownlee. Park Board committee assignments are expected to be finalized at the Feb. 11 board meeting.

#### Liaisons

- 1. <u>Conservation Futures</u> *Greta Gilman.* No report given.
- Parks Foundation Barb Richey reported members of the Park Board and the Parks Foundation will meet Feb. 15 to work on the draft MOU. The foundation raised approximately \$61,000 this past year from about 75 individual gifts. Approximately \$32,000 in grant funds will be given away in 2021.
- 3. <u>City Council</u> *Michael Cathcart.* No report given.

**Director**: *Garrett Jones* thanked the more than 120 staff members, and 18 departments and divisions who made the community's holiday celebrations possible. Mr. Jones provided an overview of the damage sustained from this week's windstorm and thanked staff for their

response to the situation. To date, a total of 130 trees were reported down on Parks property. There was also some infrastructure damage, including the Lilac Butterfly.

#### 10. Executive Session:

A. None

#### 11. Correspondence:

- A. Letters/email: Water tower proposed on the South Hill (19 emails) Lilac Butterfly damage email
- 12. **Adjournment**: The meeting was adjourned at 5:37 p.m.

#### 13. Meeting Dates:

- A. Committee meeting dates:
  - Urban Forestry Committee: 4:15 p.m. Feb. 2, 2021, via WebEx Land Committee: 3:30 p.m. Feb. 3, 2021, via WebEx Recreation Committee: 5:15 p.m. Feb. 3, 2021, via WebEx Riverfront Park Committee: 3 p.m. Feb. 8, 2021, via WebEx Golf Committee: 8 a.m. Feb. 9, 2021, via WebEx Finance Committee: 3 p.m. Feb. 9, 2021, via WebEx
- B. Park Board: 3:30 p.m. Feb. 11, 2021, via WebEx
- C. Park Board Study Session: 3 p.m. Feb. 4, 2021, via WebEx

Minutes approved by:

Garrett Jones, Director of Parks and Recreation

## Spokane Park Board Briefing Paper



Committee	n/a			
Committee meeting date				
Requester	Pamela Clarke		Phone number: 625-62	41
Type of agenda item	Consent	Discussion	O Information	O Action
Type of contract/agreement	O New O Rene	wal/extension (	Amendment/change order	· 💽 Other
City Clerks file (OPR or policy #)	n/a			
<b>Item title</b> : (Use exact language noted on the agenda)	Jan. 22, 2021, Park	Board study sessi	on notes	
Begin/end dates	Begins:	Ends:		Open ended
Background/history: Notes for the Jan. 22, 2021, Park Board and a Motion wording: Move to approve the Park Board study se	ession notes as prese		agenda item.	
Approvals/signatures outside Parks: If so, who/what department, agency or c	O Yes	O No		
Name:	Email address:		Phone:	
Distribution:				
Fiscal impact: O Expenditure Amount: n/a	O Revenue Buo	dget code:		
Vendor: Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - 0 UBI: Business license exp		ACH Forms (fo	contractors/consultants/vendor or new contractors/consultants/ tificate (min. \$1 million in Gener	vendors



#### Park Board members:

X Jennifer Ogden – President

- X Bob Anderson Vice President
- X Garrett Jones Secretary
- X Nick Sumner Rick Chase (Absent/excused)
- X Greta Gilman
- X Sally Lodato
- X Gerry Sperling
- X Barb Richey Hannah Kitz (Absent/excused)
- X Kevin Brownlee
- X Michael Cathcart City Council liaison

#### PARK BOARD STUDY SESSION

10:30 a.m. Friday, Jan. 22, 2021 WebEx virtual meeting

#### Guest:

Mark Richard, Downtown Spokane Partnership

#### Staff:

Jonathan Moog Jason Conley Amy Lindsey Jennifer Papich Fianna Dickson Mark Buening Nick Hamad Berry Ellison James Richman Kevin Sharrai Ryan Griffith Pamela Clarke

#### <u>Agenda</u>

#### 1. Roll call: See above

#### 2. Special discussion/action items:

- A. Downtown zipline project update *Jonathan Moog* presented an overview of the proposed zipline project along the river in downtown Spokane.
  - a. Purpose: The zipline is designed to activate Riverfront Park, Redband Park and downtown. Mr. Moog explained the zipline advances goals of the Riverfront Park Master Plan, and is expected to build economic strength for downtown and the region.
  - b. Financial support/partnership: A few years ago, Engineering Services explored the option of the zipline being part of the downtown CSO project, but city capital funds were not available. The zipline project was then envisioned as a private/public partnership with a private partner providing capital, and building and operating the zipline, and the city would lease the property to the private partner.
  - c. Current efforts: Staff is currently evaluating constructability and permits, confirming zipline departure/landing sites, assessing level of support from private partners, community, stakeholders and users, completing general research, and collecting information to guide the potential Request for Proposal. Mr. Moog reported a private party has indicated interest in the project, but selection will be conducted through the city's competitive process.

- d. Location considerations: The proposed departure site would be at the far eastern side of the CSO #26 plaza located just north of the Downtown Library. The zipline landing would be at Redband Park in Peaceful Valley. This would involve a 1,400-foot cable over the river which would run under the main arch of the Monroe Street Bridge. It would be a dual line which allows two people to ride at the same time on two separate cables.
- e. Stakeholder feedback: While some stakeholders have shared concerns and questions, none of those whom staff has met with have voiced opposition to the project. Additional outreach is planned in the near future to gather public comment.
- f. Process: A timeline for the process was presented. Mr. Moog explained some of the dates may be pushed out a few months to allow time to gather input from leadership and community levels. Public outreach is expected to take about four months followed by the RFP process, City Council and Park Board approvals, design-build validation, permitting, and construction drawings. Construction could begin around September 2022.

#### 3. **Opinions/next steps:**

- a. Opinions: The majority of the board attending the meeting supported the project and endorsed staff to develop a letter of support which would be brought before the Park Board for consideration. Kevin Brownlee shared some reservations, including: 1) before drafting a letter of support or beginning the RFP process, he would like to see solutions to certain concerns, such as traffic congestion and shuttle logistics; and 2) this proposed site may not be the best location for a zipline since this is a primary viewing spot to see the river and the gorge. Mr. Moog explained the initial thought was to place the zipline within Riverfront Park where it would run from the north shore to Havermale Island. Due to permitting restrictions, it was discovered the zipline may not cross the river at this location. The zipline could; however, cross at the west side of the Monroe Street Bridge where the zipline is currently proposed. Mr. Moog explained given the permitting components and elevation drop requirements, the proposed site is the only feasible site within immediate proximity of the downtown area. Mr. Brownlee accepted an invitation to be part of the RFP development working group.
- b. Next steps: While no formal vote was taken, it was the consensus of the group to continue the exploration of this private/public opportunity. Jennifer Ogden explained the board will still have the opportunity to approve or disapprove the project. This is only endorsing that this proposal has the merit to be explored further. Mr. Moog will submit a letter of support for the Park Board's consideration.
- 4. **Adjournment**: The meeting was adjourned at 11:36 a.m.

Approved by:

## Spokane Park Board Briefing Paper



Committee	Feb. 11, 2021, Park Board me	eeting
Committee meeting date		
Requester	Pamela Clarke	<b>Phone number</b> : 625-6241
Type of agenda item	• Consent O Discussio	on O Information O Action
Type of contract/agreement	O New O Renewal/exten	nsion O Amendment/change order O Other
City Clerks file (OPR or policy #)	n/a	
<b>Item title</b> : (Use exact language noted on the agenda)	Claims – January 2021 (\$731,	,745.77)
Begin/end dates	Begins: 01/01/2021	Ends: 01/31/2021 Open ended
Background/history: Claims for the month of January 2021 in Motion wording: Move to approve claims for the month of Approvals/signatures outside Parks: If so, who/what department, agency or co	January 2021 as a consent age	
Name:	Email address:	Phone:
Distribution:		
Fiscal impact: O Expenditure Amount: n/a	O Revenue Budget code:	:
Vendor:       Existing vendor         Supporting documents:       Quotes/solicitation (RFP, RFQ, RFB)         Contractor is on the City's A&E Roster - C       UBI:	City of Spokane 🗌 ACH	) (for new contractors/consultants/vendors I Forms (for new contractors/consultants/vendors Irance Certificate (min. \$1 million in General Liability)

#### CITY OF SPOKANE PARK AND RECREATION DIVISION JANUARY 2021 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - FEBRUARY 11, 2021

#### PARKS & RECREATION:

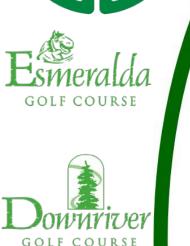
TOTAL EXPENDITURES:	\$ 731,745.77
DEBT SERVICE PAYMENTS	\$ _
CAPITAL OUTLAY	\$ -
MAINTENANCE & OPERATIONS	\$ 11,698.11
SALARIES & WAGES	\$ 63,897.12
GOLF:	
CAPITAL OUTLAY	\$ 250.00
<b>RFP BOND 2015 IMPROVEMENTS:</b>	
PARK CUMULATIVE RESERVE FUND	\$ (16,233.89)
DEBT SERVICE PAYMENTS	\$ -
CAPITAL OUTLAY	\$ 2,056.90
MAINTENANCE & OPERATIONS	\$ 95,884.62
SALARIES & WAGES	\$ 574,192.91

**Return to Agenda** 

## Spokane Park Board Briefing Paper



Committee	Golf Committee	e		
Committee meeting date	Feb. 9, 2021			
Requester	Mark Poirier		Phone number:	625-4653
Type of agenda item	O Consent	O Discussion	O Information	Action
Type of contract/agreement	• New	Renewal/extension	on O Amendment/chang	ge order 🔘 Other
City Clerks file (OPR or policy #)				
<b>Item title</b> : (Use exact language noted on the agenda)	2021 Turf and	chemical value bl	anket order (not to exceed \$	195,000)
Begin/end dates	Begins: 02-12-	-2021	Ends: 12-31-2021	Open ended
Background/history: Written bids were solicited for various turf chemicals used throughout Golf and Parks. Attached is the tabulation sheet for these quotes as prepared by City Purchasing Department using state purchasing guidelines. All six vendors will be included in the order, with the low bidder per line item identified on each order form. Motion wording: Move to approve 2021 Turf and chemical value blanket order, not to exceed \$195,000				
Approvals/signatures outside Parks:	◯ Yes	No		
If so, who/what department, agency or converses	ompany: Email addres		Phone	
Name:	Email addres	55:	PHONE	2.
<b>Distribution:</b> Parks – Accounting		bnelson@	gspokanecity.org	
Parks – Accounting Parks – Pamela Clarke				
Requester: Mark Poirier				
Grant Management Department/Name:				
<b>Fiscal impact: Expenditure</b> Amount: Code as invoiced. Riverfront Park, Golf, Recreation, Ops, U	Revenue rban Forestry	Budget code: Varies		
Vendor: • Existing vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp		W-9 (fo	or new contractors/consultants orms (for new contractors/cons nce Certificate (min. \$1 million	ultants/vendors







# **Turf and Chemical Value Blanket**

### 2020 Approval – Not to exceed \$195,000 (including tax)

**Step 1**: Ben Nelson, Downriver Superintendent, works with the staff at Parks, Golf, Riverfront Park, and Sports Complex to compile system wide chemical & fertilizer needs for upcoming year.

**Step 2**: City Purchasing compiles the list of needs and goes out to bid.

**Step 3**: Bids are awarded by line item, meaning the lowest bidder on each line is awarded that line item. There are some "agency" priced products which have a specific price, so all vendors bids were the same, thus will show on all awards spreadsheets. When the lowest price is NOT selected, that is primarily due to the product not being an equivalent comparison.

**Step 4**: Upon needed committee approvals, City Purchasing will then create a Value Blanket Order (VB) for each of the 6 vendors. This is essentially an open PO type document, in which the color coded spreadsheet showing the VB# and vendor information will be distributed to all in need. Ordering will then be placed under the correct corresponding vendor.

Soil Technologies Corp.	HORIZON DIST
2103 185th Street	4004 E Francis Ave
Fairfield, IA 52556	Spokane WA 99217
VB#	VB#
xavier@soiltechcorp.com	nick.newman@horizononlin
(641) 472-6189	(208)929-2522

**Reference Number** 

#### Description

UOM

T CT CHIZETS			
	0-0-50 Standard Grade	50 lb bag	\$26.82
	2 0-0-50 Standard Grade	1000 lb bag	\$544.93
	3 16-16-16 Standard Grade	50 lb bag	\$16.30
	9-1-3 EcoGreen w/Humic Acid Greens Grade	50 lb bag	
	43-0-0 Gal-Xe Standard Grade	50 lb bag	
(	28-7-14 40% PCSU w/Infiltrate	50 lb bag	
	7 47-0-0 Umaxx Mini	50 lb bag	
٤	47-0-0 Urea Feed Grade	50 lb bag	
g	ASN 26-0-0 Best FusN	50 lb bag	
10	28-3-6 80% MU 1.5% Fe 2 particle blend BEST	50 lb bag	
1:	25-3-15 Mini Eagle Wilgro plus Infiltrate	50 lb bag	
12	25-3-15 Mini Eagle Wilgro	50 lb bag	
13	30-1-9 Best w/Gal-Xe One	50 lb bag	
14	Andersons 18-0-4 w/Dimension	50 lb bag	

15	12-8-16 pro-prills Best Standard Sgn	50 lb bag	
16	12-8-16 pro-prills Best Mini Sgn	50 lb bag	
17	24-4-16 Mini-Durance Wil-Gro	50 lb bag	
18	Microgreens 10-4-16 Best greens grade	50 lb bag	
	44-0-0 HCU humic coated urea, Andersons 215		
19	sgn	50 lb bag	
20	Andersons 13-2-13 100 sgn	50 lb bag	
21	21-3-5 w/Surge	50 lb bag	\$27.23
22	Andersons 16-0-9 w/Surge Mini	40 lb bag	
23	Wil-Gro Long Distance 25-4-12	50 lb bag	
	23-0-11 50% UMAXX eq. 46-0-0, 50% K-Mag 0-0-		
24	22	50 lb bag	
25	Andersons DG 12-3-12 greens grade	40 lb bag	
26	Andersons DG 14-7-14 greens grade	40 lb bag	
27	Turface MVP Infield Conditioner	50 lb bag	\$12.36
28	SuperCal SO4 standard sgn plus Infiltrate	50 lb bag	
29	SuperCal SO4 standard sgn	50 lb bag	\$11.97
30	Tru Gyp prilled standard sgn 210	50 lb bag	
31	Ura-Phos 8-26-0 Simplot	260 gal	
32	Ura-Phos 8-26-0 Simplot	2.5 gal	
Grass Seed			
1	Alpha Bentgrass non coated	25 lb bag	

2	Pure Distinction Bentgrass non coated	25 lb bag	
3	L-93 XD Bentgrass non coated	25 lb bag	
4	T-1 Bentgrass	25 lb bag	
5	CSI Creeping Ryegrass	50 lb bag	
6	70% Turf type tall fescue 30% KBG Blend	50 lb bag	\$89.80
7	Regenerating Perennial Ryegrass Certified	50 lb bag	\$86.80
Fungicides			
1	Headway G	30 lb bag	
2	Affirm	2.4 lb bag	
3	Chipco 26019	2.5 gal	
4	Dorado	2 gal	
5	Fame + C (AGENCY)	2.5 gal	
6	Insignia Sc Intinsic (AGENCY)	30.5 oz	
7	' Previa	2.5 gal	
8	Instrata (Volume Order >25 gals) (AGENCY)	2.5 gal	
9	Turfcide 400 PCNB	2.5 gal	\$148.35
10	Velista (AGENCY)	22 oz	
11	Premion	2.5 gal	
12	Signature XTRA STRESSGUARD (AGENCY)	5.5 lb	
13	Maxtima (AGENCY)	26 oz	

	Ĩ		
14	Tekken	2.5 gal	
15	Navicon (AGENCY)	37 oz	
16	Secure Action (AGENCY)	0.5 gal	
17	7 Segway SC	39.2 oz	
18	3 Union SC	2.5 Gal	
19	Appear II (AGENCY)	2 Gal	
20	Pedigree SC	2.5 Gal	
2:	Ascernity (AGENCY)	1 Gal	
Generic Fungicides (any b	rand)		
	Chlorothalonil	2.5 gal	\$100.00
	Propiconazole 14.3%	2.5 gal	\$180.18
	] Iprodione	2.5 gal	\$157.93
	Fluazinam	1 gal	\$399.39
	Tebuconazole	1 gal	\$75.91
	Thiophanate-Methyl	2.5 gal	\$153.96
	Azoxystrobin 50 WDG	1 lb	\$164.51
Wetting Agents			
<u>·</u>	Aristocracy	2.5 gal	
	2 Duplex	20 gal	
	B Rely III	2.5 Gal	

[			
	4 Rely III	30 Gal	
	5 Rely 2	30 gal	
	6 Dispatch	30 Gal	\$2,742.00
	7 Soaker +	2.5 Gal	
	8 Soaker +	30 Gal	
	9 Vivax	20 gal	
Herbicides			
	1 Gallery Sc	2 gal	
	2 Defendor	32 oz	
	3 Specticle Total	144 oz	
	4 Dimension/Defender combo pack	2 gal	
	5 GameOn	2.5 gal	
	6 On Deck	2.5 gal	
	7 Speedzone	2.5 gal	\$201.00
Other			
	1 Podium	1 gal	
	2 Cutless MEC (AGENCY)	2.5 gal	
	3 In-Place	2.5 gal	
	4 Early Bird	50 lb	
	5 Castaway	50 lb	

6	Peaco peat moss hypnum peat	2.0 cbft		
7	Premier Pro Mix HP w/Mycorrhizae	3.8 cbft		
8	Premier Pro Mix HP	3.8 cbft		
9	Bac-Pack, Soil Tech Corp	2.5 gal	\$583.23	
10	Anuew	1.5 lb		
11	Quanta	2.5 Gal		
12	DuraPhite 12	2.5 Gal		
13	Oskie	2.5 Gal		

PLANET TURF	SiteOne	Helena Agri-Enterprises	WILBUR ELLIS	SIMPLOT PARTNERS	
6422 E 2nd Ave	1385 East 36th St	4802 N Florida st	12001 E EMPIRE AVE	11600 NE Marx St	
Spokane WA 99212	Cleveland,OH 44114	Spokane, WA 99217	Spokane Valley, WA 99206	Portland OR 97220	
VB#	VB#	VB#	VB#	VB#	
jim@planetturfusa.com	bids@siteone.com	<u>conciennec@helenaagri.com</u>	bradford@wilburellis.com	erik.boley@simplot.com	
(509) 921-5421	216-706-9250	(509)795-9175	(509) 994-4735	(971) 219-9959	

\$34.22	\$26.30	\$23.25	\$23.15
	\$537.77	\$485.00	\$490.00
\$17.68	\$15.00	\$14.70	\$15.95
			\$42.10
		\$30.00	\$36.50
		\$24.00	
		\$34.00	\$38.50
	\$17.00	\$14.58	\$15.98
		\$21.00	\$21.00
			\$36.50
		\$34.25	
		\$33.16	
			\$41.20
		\$34.50	

25 \$21.10	\$23.25			
50 \$26.50	\$28.50			
	\$30.50			
\$28.50				
55	\$30.55			
50	\$41.50			
\$26.50	\$28.31	\$27.50		\$28.00
30	\$28.80			
36	\$26.36			
92 \$18.75	\$23.92	\$20.00		
	\$46.80			
	\$50.80			
30 \$11.98	\$12.80	\$10.00		\$14.00
38	\$16.88			
	\$13.50			
\$11.50				
\$5,200.00				
\$65.50				
00 \$250.00	\$265.00	\$260.00	\$267.50	\$250.00

\$437.50	\$419.08	\$356.25	\$445.00	\$375.00
\$250.00	\$321.00	\$280.00	\$323.00	\$225.00
				\$300.00
\$115.00				\$92.00
	\$71.23	\$75.55	\$85.00	\$85.00
	\$69.94	\$92.57	\$86.00	\$92.00
	\$55.91	\$53.40	\$47.01	\$56.00
\$240.96	\$240.96	\$240.96	\$240.96	\$240.96
		\$124.50	\$139.00	\$134.95
		\$129.00	\$124.00	\$125.00
	\$449.00	\$452.14	\$452.15	\$449.00
	\$449.88	\$449.88	\$458.72	\$449.88
\$92.20		\$110.00	\$119.75	\$114.89
	\$347.45	\$347.42	\$347.45	\$347.42
\$148.35	\$142.65	\$142.65	\$148.35	\$142.65
	\$221.54	\$221.54	\$221.54	\$221.54
\$188.80		\$183.63	\$188.80	\$183.63
	\$176.22	\$176.22	\$176.22	\$176.23
	\$192.40	\$192.40	\$196.04	\$192.40

	\$367.50	\$367.50	\$367.50	\$367.50
	\$453.25	\$453.25	\$462.50	\$453.25
	\$385.69	\$385.69	\$385.69	\$385.68
\$415.00	\$415.00	\$415.00	\$415.00	\$415.00
	\$667.50	\$667.50	\$267.00	\$667.50
	\$279.96	\$279.95	\$349.95	\$278.00
\$750.00	\$750.00	\$750.00	\$300.00	\$750.00
	\$427.98	\$427.98	\$427.98	\$427.98
\$89.98	\$87.50	\$97.50	\$96.00	\$92.15
\$120.00	\$153.13	\$137.50	\$120.00	\$147.70
\$131.00	\$149.31	\$124.50	\$138.00	\$133.98
\$450.00		\$500.00		\$405.85
\$63.00	\$69.31	\$54.00	\$53.90	\$60.00
\$110.00	\$99.30	\$106.25	\$119.79	\$127.00
\$185.00		\$175.00		\$152.00
		\$175.00		
\$771.20			\$771.20	
				\$162.50

				¢1 900 00
				\$1,800.00
				\$1,665.00
	\$2,742.00		\$1,092.00	
		\$110.00		
		\$1,290.00		
\$1,411.40			\$1,411.40	
	\$1,305.60	\$1,305.60	\$1,305.60	\$1,305.60
\$184.00	\$184.00	\$184.00	\$184.00	\$184.00
	\$66.53	\$58.95	\$64.20	\$62.50
\$1,122.00	\$1,122.00	\$1,122.00	\$1,122.00	\$1,122.00
	\$132.50	\$132.50	\$130.00	\$132.50
		\$125.00		
	\$201.00	\$187.50	\$201.00	\$201.00
	\$136.28	\$130.00	\$130.00	\$132.95
	\$979.80	\$979.78	\$979.80	\$979.81
			\$124.57	
\$50.00				

			\$9.00	
			\$36.00	
			\$37.07	
\$108.90	\$108.90	\$108.90	\$108.90	\$108.90
		\$70.00		
				\$72.00
		\$112.50		

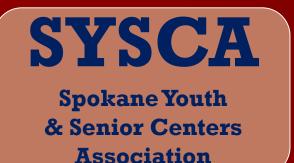


# 2021 Highlights: SYSCA Centers

## **Association Members:**

- Corbin Senior Activity Center
- East Central/MLK Community Center
- Hillyard Senior Center
- Mid-City Concerns Senior Center
- Northeast Youth Center
- Southwest Spokane Community Center
- Project Joy
- Sinto Senior Activity Center
- Southside Senior & Community Center
- West Central Community Center





# SYSCA Centers: "By the Numbers"

- With 10 SYSCA agencies reporting, Over <u>414,000</u> senior/youth <u>program</u> <u>participant hours</u> occurred during 2020, in addition to \$13,000 Volunteer hours
- In addition, a few <u>fundraisers</u> took place at these centers during the year, However, most fundraisers were creative, virtual, and minimal in size in comparison to a non covid -19 pandemic year. Programs were forced to apply for any grants and covid help they could get. However, Centers were extremely grateful for the continued financial support from Spokane Parks and Recreation. This funding literally kept our doors open and allowed staff to stay on in some capacity.
- Youth Programs were able to operate in closer to a normal fashion as senior programs were extremely limited due to the Governor's stay at home order.





## 2020 SYSCA Quarterly / YTD Totals

**Attendance / Volunteers** 

		Attendance	es By Quar	ter	YTD -Attendance	YTD - Volunteer Hrs
<u>Center</u>	<u>1st Qtr 2nd Qtr 3rd Qtr 4th Qtr</u>		<u>Totals</u>	<u>Totals</u>		
NE Youth Ctr	17,669	27,178	46,922	36,338	128,107	281
West Central CC	16,523	8,350	15,201	20,092	60,166	15
SW Spokane CC	8,190	5,014	11,242	No Report	24,446	No Report
ECCC/ MLK Center	59312	21567	8,479	10,316	99,674	243
Hillvard Sr Ctr	14.345	5.638	5.716	3.604		3.665
		, i	,			
	,					
	·					
	· ·		, i			
Project Joy	<u>6342</u>	-	<u>211</u>	<u>384</u>	<u>7,018</u>	3,689
Grand Totals	182,084	68,428	91,590	72,691	414,793	13,820
		5,638 21 75 504 0 <u>81</u> 68,428				



# Senior Programs!







# Hillyard Senior Activity Center



- HSC continues to provide daily <u>Grab & Go Lunches for Seniors</u>
- Established Fun Collaborated <u>Online</u> <u>Recreation & Social Programs</u>! with 6 other centers thru <u>ZOOM Mtgs</u>
- <u>Online Program Goals</u>: is to provide an <u>Online Calendar</u> with multiple activities, for seniors to take part in.

В	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Ν	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	
G	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	
0	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	
Toda	ay's E	Bingo	Gar	nes:												
1) Re	gular B	Bingo		6) Le	etter -	"L"		11) <mark>Re</mark>	1 <u>8</u>	в	T	Ν	G	0		
2) Re	gular E	Bingo		7) <mark>Re</mark>	gular E	Bingo		12) Fo	<mark></mark>	-		IN	U		-	
3)	Letter	"T"		8) Re	gular E	Bingo		13) <mark>Re</mark>	E							
4) Re	gular E	Bingo		9) Di	agona	L I		14) <mark>Re</mark>	E							
5) <mark>Re</mark>	gular B	Bingo		10) <mark>Re</mark>	gular	Bingo		15) P	o –							
												Free				



# Sinto Senior Activity Center



Volunteers Colleen Dunigan and Mary Thompson, member volunteers, who helped us with these events!



Sinto Senior Activity Center started hosting take out meals during this last quarter. We host two meals a month and are currently looking for community partners to help us expand the program.



# **Corbin Senior Activity Center**

Tuesday's & Thursday's 11:30am to 1pm





Corbin Senior has bene working on social enrichment to help our members fight the isolation they have been dealing with.

- We cooked <u>Christmas meals for 180 seniors</u> that would not have had a meal.
- We statred a <u>Soup & Social To-Go program</u> that allows us to visit with the senior that pick up a free meal of soup, roll, and cookie.
- We are <u>collaborating with 6 other senior centers to start</u> <u>Spokane Online Social Programs</u>. This program's goal is to remove the barriers many senior's face when dealing with technology. We are starting with Bingo on February 26<sup>th</sup>!



Our goal is to get back to recreation with friends! This Photo is pre-pandemic



# Southside Community Center



Active Christman

Volunteers sanitizing puzzle and books for members as part of our exchange program.



Our Center Santa aka Thom West volunteered Christmas cheer for seniors as part of our partnership with Downtown Meals on Wheels







# Mid-City Concerns Senior Center





Our senior center members signed up for small group tours of our remodeled space and received a special Christmas present. We continue to provide them with daily meals through Meals on Wheels Spokane.



# **Project Joy**



# **Creative Strings**



Laura Athearn



Suzanne Montgomery

- During the 4<sup>th</sup> quarter of 2020, Project Joy Entertainers continued to make YouTube videos available to the senior community.
- We currently have 21 videos on our channel and are adding more on a regular basis.
- Pictured are three of our entertainers/groups who provided videos for the November and December holidays.
- Project Joy is continuing to create new ways to provide our services to seniors in our community.



# Youth Programs!





# Northeast Youth Center





While the World was thrown into chaos, our center rose to the occasion. We filled the lives of young people with purpose, love, optimism, strength and friendship! We have been actively engaged with their online learning while providing a safe place to be while doing virtual school. Our staff are filling the gaps for the teachers and families. We continue to include recreation in their lives while sports and extracurriculars are put on hold. During uncertain times, we are creating an environment of certainty.



# West Central Community Center



- We are serving 40 kids as a virtual Learning Center
- We are serving 60 kids in our Before and After School program
- Hank FM's Christmas present drive brought more than 300 gifts for 70 neighborhood families
- HeadStart is serving 35 kids per day virtually
- Supportive Services for developmentally disabled adults is serving 50 clients virtually
- WIC is serving a caseload of more than 2,000 families monthly



# SouthWest Spokane Community Center



Kids worked hard on making and wrapping Xmas Presents for Family during the Holiday Break!



SWSCC Youth have fun decorating cookies and making a Mummy of some of the Rec Staff at Halloween time!





# East Central ML King Community Center



Volunteer helps out in the food bank



MLK Staff loads food into cars

- Over 600,00 lbs of food was given to families in need
- 10,087 individuals were served (2,750)



# THANK YOU!

# For your continued support of our <u>Youth</u> & <u>Senior</u> recreational programs and services!







# Spokane Park Board Briefing Paper

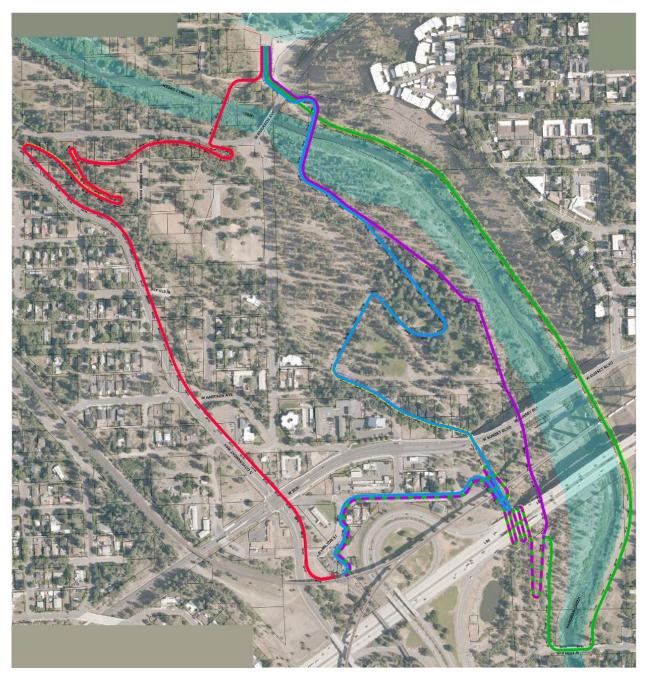


Committee	n/a						
Meeting date	Feb. 11, 2021, Parl	Board meeting					
Requester	Nick Hamad		Phone number: 363	-5452			
Type of agenda item	🔿 Consent 🛛 🧕	) Discussion	O Information	O Action			
Type of contract/agreement	O New O Rene	ewal/extension	Amendment/change or	der 💽 Other			
City Clerks file (OPR or policy #)	n/a						
Item title: (Use exact language noted on the agenda)	Fish Lake Trail to C	entennial Trail Con	nection Study				
Begin/end dates	Begins:	Ends:		Open ended			
<b>Background/history:</b> Since spring 2020, City staff and their consultants have been studying potential routes for a future phase of the Fish Lake Trail which would connect the existing Government Way trailhead to the Centennial Trail. This preliminary study of potential trail routes, which included public outreach, has been substantially completed. All proposed routes pass through portions of High Bridge Park. City staff is providing an update on the project process to date.							
<b>Motion wording:</b> n/a							
<b>Approvals/signatures outside Parks:</b> If so, who/what department, agency or co	O Yes	No					
Name:	Email address:		Phone:				
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:		Nathan Anunso	n				
Fiscal impact: O Expenditure Amount:	O Revenue Bu	dget code:					
Vendor: <ul> <li>Existing vendor</li> </ul> Supporting documents:           Quotes/solicitation (RFP, RFQ, RFB)             Contractor is on the City's A&E Roster - C           UBI:         Business license exp		ACH Forms (fo	contractors/consultants/ver r new contractors/consultan tificate (min. \$1 million in Ge	nts/vendors			

# Fish Lake Trail Connection Study

The City of Spokane selected the consulting engineer KPFF to conduct the Fish Lake Trail Connection Study beginning on May 12, 2020. City of Spokane parks staff was involved with consultant selection, PAC meetings and evaluation of the KPFF study.

Four routes were identified for the study with the following criteria evaluated: User Experience, Environmental Impacts, Cultural Resource Impacts, Compliance, Constructability and Construction Cost.



Community outreach consisted of developing and consulting with a Public Advisory Committee (PAC) three times, conducting two Public Meetings, and individual Presentations to special interest groups including the Bicycle Advisor Board, Spokane Bicycle Club, Transportation Subcommittee, Transportation Technical Committee, and WSDOT.

Evaluation of the alternatives was conducted using the following matrix and scored with a weighted average.

ı.

Alternatives Eva	luation Matrix			RED	BLUE	PURPLE	GREEN
		Weight 1- (kast import to most)	ont	Riverside/ Government Way		Through High Bridge Park	East of Latah Creek
User Experience	Traffic Stress Experience	5 5		1	5	5	5
	Traffic Safety	5		3	4	4	4
	Local Access / Connections	3 4		4	2	3	3
	Scenic Views	4		2	3	4	5
	Interpretive Opportunity	2 2		3	4	4	3
	Grade	3		3	3	2	2
	Distance	1 1		4	3	2	2
	Personal Security	5		4	2	2	3
En viron ment	Wetlands, Floodplains	4		4	3	2	1
	Priority Habitat and Species	4		4	3	2	1
	Trees	2		4	2	3	3
Cultural Resources	Tribal	5		4	3	3	2
	SHPO/Local Historic	4		3	3	3	3
	Section 4(f)	2		4	2	3	3
Compliance	Permitting Timelines	1		4	3	3	2
	Mitigation Requirements	3		4	3	3	1
	Litigation / Challenges	2		3	3	2	2
Constructability	Bridge over Latah Creek	1		2	3	3	5
	Cut/fill	3		4	2	2	1
	Walls	4		3	2	1	1
	Existing Infrastructure	5		4	3	1	1
	Schedule	2		3	2	2	1
Construction Cost		3		5	3	2	1
	Average:	unweigh	ited	3.43	2.87	2.65	2.39
		weigh	ited	3.41	2.93	2.68	2.42

The Red and Blue routes scored highest and have been selected by the study team for further evaluation prior to one route being selected for a 30% design. The study and 30% design are expected to be complete by 12/31/2021.

ICM requests endorsement of the top two results and the study process via letter of endorsement by the Park Board.

**Return to Agenda** 

# Spokane Park Board Briefing Paper



Committee	Nomination Ad F	loc				
Committee meeting date						
Requester	Pamela Clarke		Phone number: 625-	6241		
Type of agenda item	O Consent	O Discussion	O Information	Action		
Type of contract/agreement	O New O Re	enewal/extension	O Amendment/change or	der 💽 Other		
City Clerks file (OPR or policy #)	CPR 1981-0402					
<b>Item title</b> : (Use exact language noted on the agenda)	Nomination Com	mittee recommend	ation/2021 slate of Park Board	d officers		
Begin/end dates	Begins: 02/11/20	021 Enc	ls: 02/10/2022	Open ended		
Background/history:         Per Section 11 of the Park Board Bylaws, the Park Board shall elect a president, vice president and secretary at its regular February meeting each year. This year's Nomination Committee, consisting of Barb Richey, Rick Chase, Gerry Sperling and Sally Lodato, will offer its recommendation to the Park Board for the board's consideration and approval.         Motion wording:         Move to approve the 2021 Park Board slate officers as recommended by the Nomination Committee.         Approvals/signatures outside Parks:       Yes         Yes       No						
If so, who/what department, agency or co			Phone:			
Name:	Email address:		Phone:			
Distribution:		pclarke@spo	okanecity.org			
Fiscal impact: C Expenditure Amount: n/a Vendor: C Existing vendor	Revenue     New vendo	Budget code: r				
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C UBI: Business license exp	City of Spokane	W-9 (for n ACH Forms	ew contractors/consultants/vend s (for new contractors/consultan Certificate (min. \$1 million in Ger	ts/vendors		

**Return to Agenda** 

# Spokane Park Board Briefing Paper



Committee	n/a					
Committee meeting date						
Requester	Pamela Clarke		Phone number: 625-624	1		
Type of agenda item		Discussion	O Information	Action		
Type of contract/agreement		al/extension	) Amendment/change order	Other		
City Clerks file (OPR or policy #)	CPR 1981-0402					
Item title: (Use exact language noted on the agenda)	Park Board committee	e assignments				
Begin/end dates	Begins: 02/11/2021	Ends:	<b>√</b> 0	)pen ended		
Background/history:         After consideration of Park Board member schedules and interest, and conferring the board members, Park Board President Jennifer Ogden developed a revised list of Park Board committee assignments. Recommended changes were presented for consideration.         Motion wording:         Move to approve the recommended Park Board committee assignments as presented.						
Approvals/signatures outside Parks: If so, who/what department, agency or c	<u> </u>	No				
Name:	Email address:		Phone:			
Distribution: pclarke@spokanecity.org						
Fiscal impact:     Expenditure     Revenue       Amount:     Budget code:						
Vendor:       Existing vendor         Supporting documents:       Quotes/solicitation (RFP, RFQ, RFB)         Contractor is on the City's A&E Roster - 0         UBI:       Business license exp		ACH Forms (fo	contractors/consultants/vendors r new contractors/consultants/ve ificate (min. \$1 million in Genera	endors		

<b>Spokane Park Board</b> February 2021 – January 2022	Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Executive Team	Joint Arts	Development and Volunteer	Liaisons
Ogden, Jennifer – President jmogden@spokanecity.org	2026						✓	Chair		~	~	
Bob Anderson – Vice President banderson@spokanecity.org	2022		~		~	Chair				Alt.	Chair	
Sumner, Nick nsumner@spokanecity.org	2025	Chair			~	~		✓	✓			CF Alt.
Hannah Kitz hkitz@spokanecity.org	2025	~		~								
Greta Gilman ggilman@spokanecity.org	2023			Chair	~	~			$\checkmark$			CF
Sally Lodato slodato@spokanecity.org	2022			~	Chair			✓				
Rick Chase rchase@spokanecity.org	2022		~				Chair				~	
Gerry Sperling gsperling@spokanecity.org	2024	~	Chair			~			✓		~	
Kevin Brownlee kbrownlee@spokanecity.org	2023	~		~						~		
Barb Richey brichey@spokanecity.org	2024		✓				Alt.			~		PF
Michael Cathcart mcathcart@spokanecity.org	N/A											сс

PF = Spokane Parks Foundation

CF = Conservation Futures

CC = City Council

# Spokane Park Board Briefing Paper



Committee	Land					
Committee meeting date	Feb 3, 2021					
Requester	Nick Hamad		Phone number: 509-363-54	452		
Type of agenda item	OConsent OD	iscussion	OInformation (	Action		
Type of contract/agreement	New      Renewal	∕ext. ◯Lease	OAmendment/change order	Other		
City Clerks file (OPR or policy #)	OPR 2016-0420					
<b>Item title</b> : (Use exact language noted on the agenda)	Southeast Sports Cor with QueenB Radio, I		l development agreement ameno	dment #1		
Begin/end dates	Begins: 02/12/2021	Ends:	🖌 Оре	en ended		
Background/history:         In 2017, City of Spokane Parks entered a public private partnership with KXLY to develop improvements at the Southeast Sports Complex. As a part of this partnership, the entities entered a 'license and development agreement' where KXLY implements various access, parking, pedestrian, facility, and outdoor recreational improvements on park property in exchange for access across park land to an adjacent private development. These improvements were required to be completed within (4) years of entering the agreement.         While some improvements are currently complete, at no fault of its own, KXLY requires additional time to complete remaining improvements. This amendment provides a time extension for KXLY to complete the remaining improvements.         Motion wording:         Motion to approve Southeast Sports Complex license and development agreement amendment #1 with QueenB Radio, Inc. (KXLY)						
Approvals/signatures outside Parks: If so, who/what department, agency or co	• Yes • • • • • • • • • • • • • • • • • • •	) No dio				
Name: Carl Guenzel	Email address:		Phone:			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:						
Fiscal impact: O Expenditure	Revenue					
Amount: Budget code:           Vendor:         Existing vendor           Supporting documents:         New vendor						
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         UBI:       Business license expiration date:       Insurance Certificate (min. \$1 million in General Liability)						

# agreement amendment request



January 12, 2021

Nick Hamad City of Spokane Parks & Recreation 2304 E. Mallon Ave, Spokane, WA 99202

#### Re: South Complex Development Agreement Extension

Nick,

Thank you for sending over your e-mail of December 8<sup>th</sup> outlining what the Parks Board will need to draft an extension. As you are aware this project has taken longer than we or anyone originally anticipated. With time comes opportunities and we feel we now have a much stronger project because of the time delay.

Originally, we had small retail planned for the East half of the property and large retail proposed on the West half. After our original planning we realized a large-scale retail project was going to be very difficult in this market. We transitioned to adding a residential component to our project to make it a more of a traditional mixed-use project. We are now going to kick off our project with a 153-unit residential building. This is a wrap project in which we build a 4-story parking structure and wrap the residential units around the parking garage. Phase two which is directly to the South will also be 153 units. The retail along the East half of the property will remain substantially the same as originally approved by the City of Spokane. We have also been working on how to name the project. In trying to keep with the history of the radio towers we have come of a project name of Signal Park. The retail will be called the Shops at Signal Park and phase one residential will be called the Shops at Signal Park and phase one residential will be called the South Complex at Signal Park. Soon I would love to sit down with you to discuss on how we can get this approved and work on some common signage. Below are the answers to the questions in your December 8<sup>th</sup> e-mail.

#### Work Completed to date:

- Soccer field was completed and turned over to the Parks Department on October 21, 2019.
- Underground utilities have been stubbed to the NW corner of the property.
- Filtration pond to handle all the onsite drainage has been completed to the West of the soccer field.
- 60,000 yards of fill dirt has been imported to the site.
- A new transmitter building has been constructed and the old transmitter building has been removed.
- Original Civil plans had to be modified and resubmitted to the City of Spokane and have been approved and permits issued in December of 2020.

## agreement amendment request

#### Estimated schedule for private development:

- Apartment design has been completed and approved by the City of Spokane Design Review Board.
- SD drawings are being completed and will be submitted to the City of Spokane by the end of February 2021.
- Civil work will be starting in the early spring of 2021 under the permit issued in December of 2020.
- Phase 1 of the apartments will begin in the 2<sup>nd</sup> or 3<sup>rd</sup> quarter of 2021. The construction of phase 1 will take approximately 24 months with leasing starting the middle of 2023.

# Estimated schedule for development of parks/public improvements) parking lot/vehicle access/restrooms/regal:

- As soon as we start construction of the phase 1 apartments Bernado Wills Architects will begin to work on the plans for the bathrooms and parks improvements. The Civil plans have already been completed and permitted. I would anticipate having plans to the Parks Department by the end of 2021.
- Final plans and permits for bathrooms by the spring of 2022.
- Our plan is to have all of the park's improvements completed along with the access to the intersection, parking and bathrooms when the phase 1 Apartments are completed.
- We are working with our contractors to come up with the exact start date to have both phases completed at the same time. I would anticipate starting on the park's improvement late in 2022 or early 2023.

#### Current site plan for the KXLY development:

• Attached.

Nick, as you can see the above schedule our goal is to have the parks portion of the project completed by 2023 and feel this is a realistic time frame. With there still being uncertainty in the market we would like to ask for an extension our agreement to the earlier of issuance of the Certificate of Occupancy of the Phase 1 Apartments or July 31, 2026. This will allow us some time incase our project get delayed.

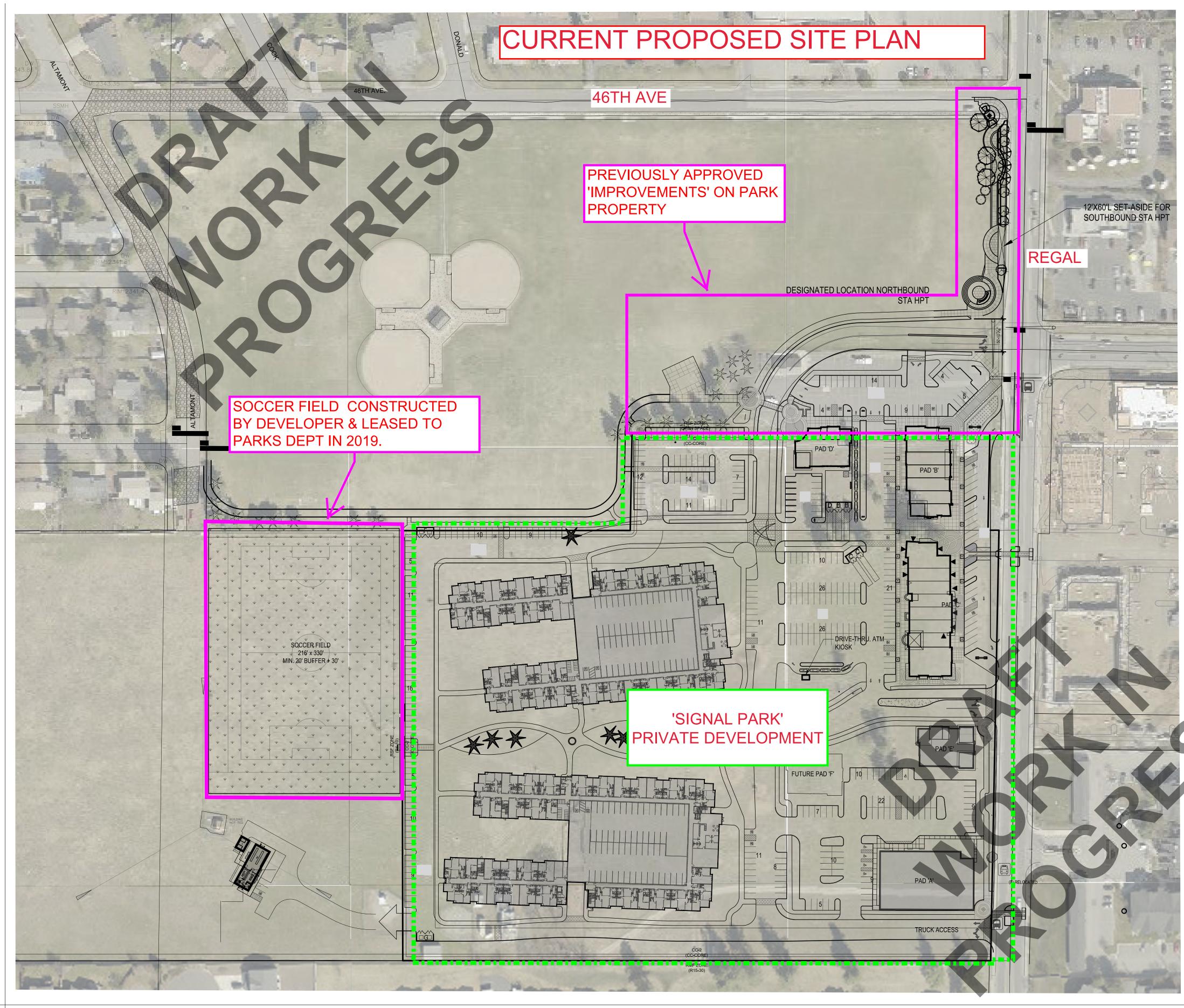
If you or anyone at the Parks Department has any questions, please reach out to myself and I would be happy to answer all questions.

Sincerely,

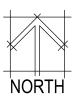
Carl Guenzel

Signal Park





SCALE: 1"=160'-0" @ 11x17 1"=80'-0" @ 22x34



# Development Site Plan: Residential Buildings Southgate - KXLY 5222 S REGAL ST, Spokane - WA | BWA: 13-175 | Schematic Design | Date: May 27, 2020

## A. SUBJECT PROPERTY(S) DATA

PARCEL ADDRESS	PARCEL NUMBER	ZONING & LAND USE	PARCEL AREA
5222 S. REGAL ST.	34041.9077	CC-2 DC (CC-1) CC CORE	609,840 SF
2651 E. 49th AVENUE	34041.0038	RSF OPEN SPACE	85,378 SF
ASSE	695,218 SF		
			15.96 ACRES

## B. Required BLDG Setbacks & Landscaping

YARD / SITE LOCATION	REQ'D MIN. BUILDING SETBACK	SETBACK ADJACENT TO R-ZONE	REQ'D MIN LANDSCAPING
FRONT	0-FEET	10-FEET	5-FEET
SIDES	0-FEET	10-FEET	5-FEET
REAR	0-FEET	10-FEET	5-FEET
STREETS	12-FEET BACK OF CURB	12-FEET BACK OF CURB	6-FEET
USE BUFFER	-	-	6-FEET + FENCE
INTERIOR	_	_	10% PARKING AREA

### C. BUILDING(S) AREA & REQUIRED PARKING

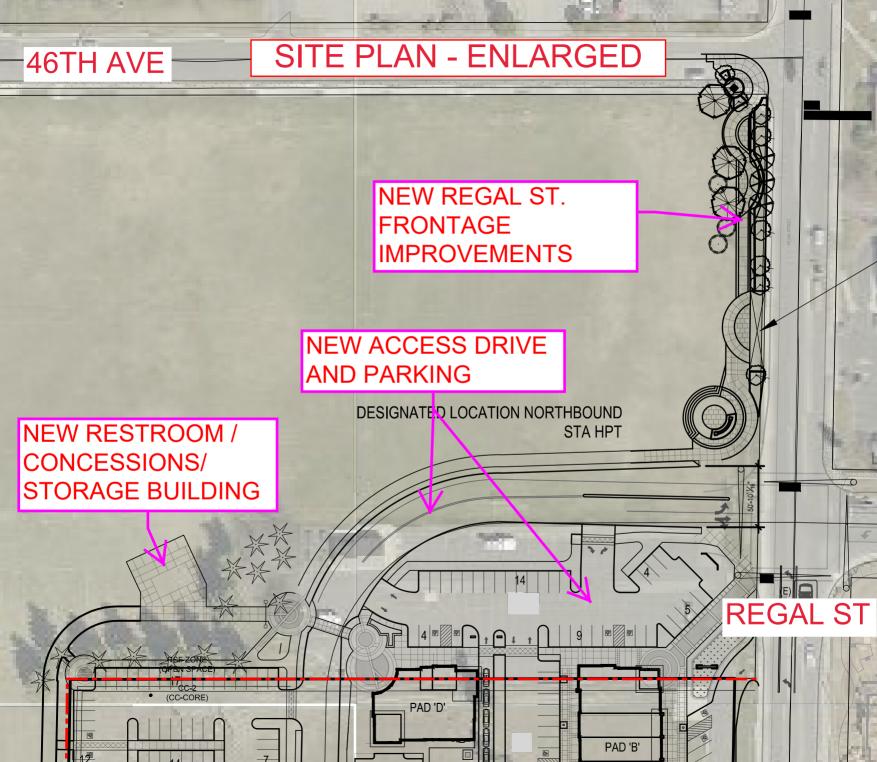
BUILDING INFOR	RMATION	REQUIRED PARKING		
BLDG NAME	BLDG AREA	MINIMUM (1/1000 SF)	MAXIMUM (1/250 SF)	
PAD 'A'	13,000 SF	13.0 STALLS	52.0 STALLS	
PAD 'B'	9,300 SF	9.3 STALLS	37.2 STALLS	
PAD-C	13,400 SF	13.4 STALLS	53.6 STALLS	
PAD-'D'	5,100 SF	5.1 STALLS	20.4 STALLS	
PAD-'E'	5,200 SF	5.2 STALLS	20.8 STALLS	
TOTALS:	46,000 SF	46 Stalls	184 Stalls	
RESIDENTIAL REQUIRED	438 Bedrooms	1 PER UNIT MINIMUM	438 Stalls	

RESIDENTIAL REQUIRED	438 Bedrooms	1 PER UNIT MINIMUM	438 Stalls
RESIDENTIAL PROVIDED:			603 Stalls
PROVIDED PARKING:			775 Stalls
LESS 138 SOCCER COMPLE	637 Stalls		
			13.85 STALLS / 1,000
DEVELOPMENT PARKING R	ATIO:		SF
REQUIRED ADA PARKING (5	%):		39 ADA Stalls
PARKING LOT TREES (1 INT	ERIOR TREE PER	6 STALLS PER 'SMC'	
17C.200.040(F)a):			129 TREES

### D. PROJECT DATA

DATA	EXISTING	PROPOSED
OCCUPANCY GROUP	-	M, B, A2 & A3
CONSTRUCTION TYPE	-	TYPE-II & V-N
MAX. BLDG HEIGHT	-	55-FEET
MAX. FLOOR AREA RATIO (F.A.R.)	-	0.5
BLDG(S) SPRINKLED	-	YES
SEPA REQUIRED	-	YES
ESTIMATED PROJECT VALUE	-	\$0
ESTIMATED START DATE	-	TBD





# AGREEMENT AMENDMENT

#### FIRST AMENDMENT OF LICENSE AND DEVELOPMENT AGREEMENT

This First Amendment of License and Development Agreement ("First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between QueenB Radio, Inc., d/b/a KXLY, a Washington corporation, Radio Park LLC, a Washington limited liability company (collectively "KXLY"), and the City of Spokane, a First Class Charter City acting through the City of Spokane Park Board (the "Park Board"), hereinafter jointly referred to as "Parties" and individually as a "Party."

#### RECITALS

A. The Parties previously entered into a License and Development Agreement, dated July 24, 2017 (hereinafter the "Agreement"), wherein KXLY agreed to complete certain Improvements, as defined in the Agreement; and

B. KXLY is developing Phase 1 of an apartment complex on Adjacent KXLY Property, as defined in the Agreement, and anticipates receiving Certificates of Occupancy for said Phase 1 in the 3<sup>rd</sup> quarter of 2023 ("Phase 1 Apartments"); and

C. KXLY has asked for an extension of time to complete the Improvements defined in the Agreement; and

D. The Parties wish to amend the Agreement to grant KXLY an extension of time to complete the Improvements;--

NOW, THEREFORE, the Parties agree as follows:

#### TERMS

- 1. <u>License and Development Agreement</u>: The License and Development Agreement dated July 24, 2017 is incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
- 2. <u>Amendment</u>: Section 2 of the Agreement is amended to read as follows (Subsections 2.1 through 2.10 shall remain unchanged):
  - <u>Responsibility of KXLY</u>. KXLY through its agents and contractor, shall, at its sole cost and expense, design, engineer, construct, warrant and otherwise develop the Improvements pursuant to all appropriate Governmental Approvals and Permits; KXLY shall be responsible for obtaining all necessary Governmental Approvals including without limitation any design deviations. KXLY shall achieve Substantial Completion (as defined below) of the Improvements no later than the issuance of a certificate of occupancy for the Phase 1 Apartments or July 31, 2026, whichever first occurs. If KXLY, through no fault of its own, has not achieved Substantial Completion (as

# AGREEMENT AMENDMENT

defined below) of the Improvements ((within four (4) years of the Parties' mutual execution of this Agreement))by the agreed upon deadline, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes or alternatives to complete the Improvements. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the Improvements when the Improvements are sufficiently complete in accordance with approved plans such that they may be utilized for their intended use. In addition, KXLY shall design a multipurpose trail as generally depicted on Exhibit D. This multi-purpose trail shall not be constructed by KXLY, nor considered part of the Improvements.

#### CITY OF SPOKANE, PARK **BOARD:**

By:	
Name:	
Title: _	 -

Approved:

Garrett Jones, Director of Parks and Recreation

Approved as to Form:

Assistant City Attorney

#### **KXLY:**

QUEENB RADIO, a Washington Corporation RADIO PARK LLC

By:	
Its:	

By:	 	
Its:		

KBOARD MEETING OF:	APR1 [14, 2016	
<u>Contact Person</u> Garrett Jones	<u>Phone No.</u> X5462	
☑ Land AUG 0 □ Urban Forestry	EIVED CLERK'S FILE RENEWS CROSS REF ENG BID	0420 
	Contact Person Garrett Jones         COMMITTEE         Riverfront         Golf         Recreation         Land         Urban Forestry	Garrett Jones X5462 COMMITTEE OPR/L6-6 Riverfront RECEIVED CLERK'S FILE Golf Recreation CROSS REF Land AUG 0 2 2017 ENG Urban Forestry BID

**AGENDA WORDING:** 

Approve the Access and Reciprocal Parking Easement and License and Development Agreement with Queen B Radio, Inc with the following contingencies:

1. Final city legal review of documents including Exhibits

2. 1984 RCO Project restrictions

3. Soccer Field lease

#### **BACKGROUND:**

(Attach additional sheet if necessary)

QueenB Radio, Inc has been negotiating with city staff and the Park Board on an easement, reciprocal parking agreement, development agreement and soccer lease back to the city for recreation use. The agreements were approve at Land Committee on April 6, 2016 and forwarded on to the full Park Board for further consideration.

#### **RECOMMENDATION:**

Approve these documents with contingencies

Fiscal Impact: Expenditure: \$0	Budget Account:
Revenue: \$0	

ATTACHMENTS: Include in Packets: On file for Review in Office of City Clerk

SIGNATURE Garrett/Jones

Parks Accounting - Nicole Edwa Mark Ovening

Ma Al Vorderbru ggen а Legal Dept. alton

Director of Parks and Recreation

**DISTRIBUTION:** 

Parks: Nicole Edwards Parks: Pamela Clarke Parks: Sari Luciano Parks: Lori Harvey

**Budget Manager: Tim Dunivant** Requester: G. Jones, A. Vorderbrueggen

1) Access and Reciprocal Parking Easement with exhibits; 2) License and

Development Agreement with exhibits; 3) Letter of Intent; 4) City Legal Opinion

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD:

OPR2016-0420

#### LICENSE AND DEVELOPMENT AGREEMENT

This License and Development Agreement ("Agreement") is made as of this <u>24</u> day of <u>544</u>, 2017 (the "Effective Date"), by and between QueenB Radio, Inc., d/b/a KXLY, a Washington corporation ("KXLY"), and the City of Spokane, a First Class Charter City acting through the City of Spokane Park Board ("Park Board"), hereinafter jointly referred to as "Parties" and individually as a "Party".

#### RECITALS

A. The Parties have entered into an Access and Reciprocal Parking Easement, of even date herewith ("**Easement and Agreement**"), that provides, among other things, for (i) the dedication of an easement and construction of improvements on real property owned by the Park Board as described in the attached <u>Exhibit A</u> (the "**Park Property**"), and (ii) a reciprocal parking and access easement benefitting the Park Property on property owned by KXLY.

B. KXLY owns certain real property in Spokane, Washington, consisting of approximately 14 acres, as described on the attached <u>Exhibit B</u> ("KXLY Property"). The KXLY Property contains two existing broadcast towers, a generator building, improvements and open space. The Parties have entered into a Ground Lease with City of Spokane Park Board, of even date herewith (the "Ground Lease"), pursuant to which KXLY agrees to lease a portion of the KXLY Property to the Park Board, for purposes of construction, operation, maintenance, repair and replacement of a sports/soccer field.

C. Adjacent and to the east of the KXLY Property is an additional fifteen (15) acres of property, owned by KXLY, which is located south of the intersection of Regal Street and the Palouse Highway ("Adjacent KXLY Property"). See <u>Exhibit C</u>.

D. The Park Property is presently developed as a youth sporting complex which includes soccer fields, baseball diamonds, surface parking, restrooms and a concessions and storage area/building. In order to construct the improvements contemplated by the Easement and Agreement, it is necessary to reconfigure a sports field on the Park Property, relocate existing improvements and buildings, plus construct a new sports/soccer field on the KXLY Property.

E. Through this Agreement, the Parties desire to cooperate with each other in developing and constructing the identified improvements upon the following terms, covenants and conditions. Exhibit D, attached hereto, contains a depiction of the Improvements (defined herein).

NOW, THEREFORE, the Parties agree as follows:

1. <u>Definitions</u>. The following capitalized terms have the meaning set forth below:

1.1 "Governmental Approvals" means the receipt of valid Permits, permission or other approvals and entitlements necessary for the construction, use and operation of the Improvements that are issued by a Governmental Authority.

1.2 "Governmental Authority" means any federal, Washington State, Spokane County or City of Spokane governmental entity that exercises executive, legislative, administrative, regulatory, judicial, or public authority with respect to the Park Property, and/or the KXLY Property.

1.3 "Improvements" mean the following:

1.3.1 construction of public vehicle and pedestrian access from the Regal Street and Palouse Highway intersection on a street with associated pedestrian/multimodal improvements into the Park Property ("**Joint Access**");

1.3.2 reconstruction of the parking lot located on Exhibit A;

1.3.3 reconstruction of restrooms, concession and storage buildings with associated underground utilities located on <u>Exhibit A</u>;

1.3.4 construction of sidewalk, hardscapes, signage with landscaping adjacent to the west side of Regal Street from 46<sup>th</sup> Avenue to the Regal Street and Palouse Highway intersection; and

1.3.5 installation of a soccer field on KXLY Property.

1.4 "Improvement Work" means the construction and installation of the Improvements according to the Improvement Plans, requirements of any Governmental Authority and other agreed documents.

EXT AMENDED 1.5 "Permits" means all written approvals, licenses, permits, authorizations, consents, grants, franchises, orders, exemptions, deviations, variances, notices or registrations with or by any Governmental Authority under any law, ordinance, regulation or standard that authorizes development and use of the Improvements.

2. <u>Responsibility of KXLY</u>. KXLY through its agents and contractor, shall, at its sole cost and expense, design, engineer, construct, warrant and otherwise develop the Improvements pursuant to all appropriate Governmental Approvals and Permits; KXLY shall be responsible for obtaining all necessary Governmental Approvals including without limitation any design deviations. If KXLY, through no fault of its own, has not achieved Substantial Completion (as defined below)of the Improvements within four (4) years of the Parties' mutual execution of this Agreement, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes or alternatives to complete the Improvements. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the

Improvements when the Improvements are sufficiently complete in accordance with approved plans such that they may be utilized for their intended use. In addition, KXLY shall design a multi-purpose trail as generally depicted on Exhibit D. This multi-purpose trail shall not be constructed by KXLY, nor considered part of the Improvements.

2.1 <u>Design Standards</u>. The Improvements identified in section 1.3.1 shall be similar in design and construction for those improvements installed by the Park Board on other City sports fields within the past ten (10) years. The Joint Access shall be designed as a local access commercial street with a design deviation to reduce the width of the right of way, address aspects of the site, provide traffic calming features, achieve superior design function and terminate at the Adjacent KXLY Property.

#### AGREEMENT TEXT AMENDED

ED 2.2 <u>Submission of Preliminary Improvements Plans</u>. KXLY shall submit to the Parks Department preliminary plans which contain (i) a site plan depicting the proposed Improvements, to include but not be limited to, the location of buildings, structures, pedestrian and vehicle ingress and egress to the Park Property, (ii) renderings showing the elevation and general appearance of the Improvements, and (iii) such other matters that will reasonably lead to the development of the Improvement Plans set forth in Section 2.4 below, hereinafter "**Preliminary Improvements Plans**."

The Parties shall meet and confer in good faith in order to reach agreement on the Preliminary Improvements Plans. The Park Board shall approve or disapprove of the Preliminary Improvements Plans within thirty (30) days from KXLY's delivery of the Preliminary Improvements Plans; provided, the Park Board shall not unreasonably withhold, condition, or delay approval of the Preliminary Improvements Plan. In the event the Parks Department disapproves the Preliminary Improvements Plans, KXLY shall revise the Preliminary Improvements Plans as KXLY deems necessary, and thereafter resubmit the same to the Parks Department for review and approval, which approval of the Preliminary Improvements Plans shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to resolve any disagreement over the Preliminary Improvements Plans within a reasonable period of time not to exceed thirty (30) days following KXLY's delivery of the revised Preliminary Improvements Plans, then either Party may invoke the provisions of Section 7 of this Agreement.

2.3 <u>Park Board Approval of Final Improvement Plans</u>. Within one hundred (180) days after approval of the Preliminary Improvements Plans, or as otherwise mutually agreed, KXLY shall prepare or cause to be prepared the following documents, in substantial conformance with the approved Preliminary Improvements Plans for review and approval by the Parks Department:

2.3.1 documents, including but not limited to working drawings, elevations, plans and specifications which will be the basis for construction

documents, along with identifying the persons and entities that will develop, design, and construct the Improvements (the "Improvement Development Plan"); and

2.3.2 a schedule for the completion of the Improvements according to the Improvement Development Plan ("Improvement Schedule").

The identified terms set forth in 2.2.1 and 2.3.2 above are collectively referred to as the "Improvement Plans."

The Parties shall meet and confer in good faith in order to reach agreement on the Improvement Plans. The Park Board's approval of the Improvement Plans shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to resolve any disagreement over the Improvement Plans within a reasonable period of time not to exceed thirty (30) days following KXLY's delivery of the Improvement Plans, then either Party may invoke the provisions of Section 7 of this Agreement.

2.4 <u>Governmental Approval of Improvements</u>. KXLY shall, at no cost or expense to the City of Spokane and/or Park Board, obtain all Governmental Approvals and Permits that are required for the Improvements to be done on the Park Property and KXLY Property. The Park Board (or the City of Spokane) shall cooperate, review and sign all applications for Permits and approvals necessary for construction and promptly provide to KXLY any information in the Park Board's possession that is required to make application for or to obtain any such approvals and Permits

2.5 <u>Construction of Improvements</u>. KXLY shall cause the Improvements to be commenced and completed in accordance with the terms of this Agreement through a licensed, bonded and insured general contractor (the "General Contractor"), at no cost or expense to the City of Spokane and/or Park Board. KXLY shall pay the General Contractor's costs and fees to construct the Improvements. KXLY shall indemnify, defend, and hold the City of Spokane and Park Board harmless from any claim(s) that construction of the Improvements was subject to Washington public works and prevailing wage requirements.

2.6 <u>Construction Management</u>. KXLY shall be responsible for, through its General Contractor or otherwise, performing the construction of the Improvements with reasonable care, prudence, attention to quality, timing, and cost control to ensure compliance with the terms of this Agreement.

2.7 <u>Construction Inspection</u>. KXLY and the Park Board shall each designate a qualified person to inspect and confirm the Improvements are constructed in accordance with the Governmental Approvals and Permits, and all applicable laws. The Parties and designees shall have the right to make reasonable inspection of the construction progress at

all times, provided that such inspection is coordinated with the General Contractor's representative at the construction site and does not unnecessarily interfere with the progress of the Improvements.

2.8 <u>Bonds, Liens and Warranty</u>. The General Contractor shall provide payment and performance bonds guaranteeing: (a) the payment of all laborers, suppliers and material men and (b) the performance of the Improvements, respectively. KXLY shall indemnify, hold harmless, and defend the Park Board from and against any lien and pay the lien plus reasonable attorney fees without cost or expense assessed against the City or Park Board. The General Contractor shall warranty the Improvements to be free from defects, subsidence and failure for a period of two (2) years after final acceptance by the Parties. The Park Board shall be a beneficiary of this warranty.

2.9 <u>Compliance</u>. The Improvements shall be completed in compliance with the Plan and all applicable Governmental Approvals and Permits, all applicable laws and the terms of this Agreement. No changes shall be made to the Plan or any Governmental Approvals or Permits without the Parks Department prior written approval.

2.10 <u>Availability of Collected Stormwater</u>. KXLY intends to collect and store stormwater on the KXLY Property in a pond or similar feature. KXLY agrees to permit the Park Board to use the collected stormwater for irrigation at its cost and expense. KXLY will install "Purple Pipe" from the developed stormwater pond to an area adjacent to the sports field developed on the KXLY Property.

3. <u>License and Real Property Interests</u>.

3.1 <u>License</u>. The Park Board hereby grants KXLY, General Contractor and their respective consultants a non-exclusive license to enter and remain on areas of the Park Property as reasonably necessary ("Licensed Area") to inspect, stake or mark, demolish, construct, improve and otherwise install and complete the Improvements in accordance with the terms of this Agreement. KXLY shall, and shall cause its agents, consultants, and General Contractor to, exercise best efforts to avoid creating unreasonable noise, dust or other inconvenience to patrons, guests and invitees of the Park Property. The Improvements construction shall be performed with due care, returning the remainder of the Licensed Area to the condition in which it was found, reasonable wear and tear excepted. Without limiting the foregoing:

(a) Representatives of KXLY, General Contractor and the Parks Department shall meet periodically, as requested, in order to establish the particular details and scheduling of the Improvements that may (i) cause significant noise, dust, fumes or odors (such as, by way of example and not limitation, demolition, excavation, paving, and painting), (ii) involve the movement of construction vehicles or heavy equipment in areas regularly used by patrons, guests, invitees or

employees using the Park Property, (iii) alter regular pedestrian or vehicular access to the Park Property or (iv) otherwise materially disrupt the normal operation and use of the Park Property, to the extent commercially practicable, so as to eliminate or minimize interference with the normal operation of the Park Property.

(b) KXLY, its agents, consultants, and General Contractor shall, and they shall cause all subcontractors to, take all appropriate safety measures to protect patrons, guests, invitees, and employees of the Park Board from injury or damage.

(c) The Parties, their agents, consultants, and contractors shall cooperate and coordinate construction activities in a manner that does not interfere with or delay the Improvements.

4. <u>Term</u>. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Improvements and commencement of the Lease Agreement where KXLY leases the developed sports field in section 1.3.5 to the Park Board upon the following terms: (1) the rent is one dollar (\$1.00) per year; (2) the initial term is 20 years with the Park Board given one right to renew for an additional 20-years upon the same terms; (3) the use, occupancy, maintenance and liability shall be at the sole expense of the Park Board; and (4) subject to additional terms, conditions and covenants that are usual and customary in similar agreements. The Lease shall contain a First Right of Refusal that may be exercised at the end of the renewal term.

5. Indemnity.

5.1 Indemnification Obligation. KXLY shall defend, indemnify and hold the Park Board, and its officers, directors, employees, agents, contractors, lessees, guests, invitees, successors and assigns of each of the foregoing (collectively, the "Park Board Indemnitees") harmless against and from any and all claims, costs, damages or expenses arising from the conduct, management, or performance of the Improvements, including, without limitation, any and all claims arising from: (a) any breach or default on the part of KXLY or the General Contractor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of KXLY, the General Contractor, or any of their agents, servants, employees, contractors, subcontractors, or licensees. Such indemnity shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any of the Park Board Indemnitees by reason of any such claim. KXLY, on notice from the Park Board, shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein.

5.2 <u>Limitation on Indemnification</u>. If and to the extent this Agreement is a contract or agreement subject to Revised Code of Washington ("**RCW**") Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to

which KXLY agrees to indemnify the Park Board Indemnitees against liability for damages arising out of bodily injury to persons or damage to property ("Damages") in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement to the Park Board Property ("Indemnities") will be limited by the provisions of this Section 5.2. None of such Indemnities will apply to Damages caused by or resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this Section 5.2 will automatically and without further act by either Party be deemed amended to remove any of the limitations contained in this Section 5.2 that are no longer required by then-applicable law. KXLY and the Park Board have specifically negotiated the waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize KXLY from its obligations under Section 5.1 and this Section 5.2.

6. <u>KXLY's Liability Insurance</u>.

(a) KXLY shall, or cause its General Contractor to purchase and maintain such insurance set forth below that may arise out of or result from KXLY's or the General Contractor's acts or omissions under this Agreement to include its agents, contractors or anyone acting on behalf of KXLY.

(b) The comprehensive general liability insurance shall include premises operations (including explosion, collapse, and underground coverage), elevator, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

(c) The comprehensive general and automobile liability insurance shall be written for not less than limits of liability as follows:

(A) Comprehensive general liability insurance with a limit not less than \$1,500,000.00 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, and liability assumed under an insured contract.

(B) Comprehensive automobile liability insurance with a limit of not less than \$1,500,000.00 each occurrence covering liability arising from bodily injury and property damage.

(C) Professional liability insurance with a limit of not less than \$1,500,000.00 including errors and omissions or equivalent coverage for claims arising out of KXLY's, its contractors' (including the General Contractor) and their subcontractors' negligent or willful errors or omissions during the performance of the construction services contemplated by this Agreement. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.

(d) The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or be nonrenewable until at least thirty (30) days' prior written notice has been given to the Park Board. Certificates of insurance from KXLY and the General Contractor showing such coverages to be in force and naming the Park Board as an additional insured shall be filed with the Park Board prior to commencement of the Improvements.

#### 7. Dispute Resolution.

7.1 If either party has a disagreement, dispute, claim, or seeks relief ("**Dispute**") against the other party under this Agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the Dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the Dispute. If the Dispute is not resolved within five (5) days from the notice, the matter may be resolved according to section 7.2.

7.2 Following conclusion of the process in section 7.1, the Project Neutral (defined below) shall impartially consider the Dispute and render a written decision that is final and binding. The Project Neutral shall be jointly selected within ten (10) days of delivery of the Dispute and be a design professional (such as an architect) who has knowledge of similar property and projects in Spokane County.

The Project Neutral's decision shall be based upon the facts and legal authority relating to the Dispute. The Project Neutral may conduct an independent investigation into any presented matter and may request the Parties submit additional information. The Project Neutral shall conduct a hearing and then issue a written decision within thirty (30) days of the delivery of the Dispute. The Parties shall share the fees and costs of the Project Neutral.

#### 8. Events of Default; Remedies.

8.1 <u>Events of Default -- KXLY</u>. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Park Board may, at its option, declare an "Event of Default" under this Agreement:

(a) KXLY fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the Park Board or creates a material risk of injury to person or damage to property;

(b) KXLY fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure is not within the terms of Section 8.1(a) above, and continues for a period of ten (10) days after written notice from the Park Board;

(c) if any representation or warranty made by KXLY in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, KXLY shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from the Park Board;

(d) any Governmental Approvals or Permits required to perform the Improvement expire or otherwise are not in full force and effect.

8.2 <u>Events of Default -- the Park Board</u>. If the Park Board fails to comply with any term or fails to perform any of its obligations under this Agreement for a period of thirty (30) days after written notice from KXLY, KXLY may, at its option, declare an Event of Default under this Agreement.

8.3 <u>Cure</u>. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting Party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting Party's control, the period of time in which defaulting Party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.

8.4 <u>Remedies</u>. Upon the occurrence of any Event of Default, the non-defaulting Party may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Improvements, (b) bond or discharge any lien upon such Party's property not bonded or discharged by the defaulting Party as required hereunder, (c) specifically enforce the defaulting Party's unperformed obligations, and (d) seek arbitration as set forth in Section 7 herein or exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction.

9. Forced Delay. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, general lack of transportation, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures to act of Governmental Authority after diligent best efforts to cause the Governmental Authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this Section 9, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension and shall revise the Skywalk Plan to reflect the resulting extension.

10. <u>Notice</u>. All notices required or permitted to be given hereunder shall be in writing, may be given by personal delivery, United States mail (certified, return receipt requested) or overnight delivery by a service retaining evidence of delivery, and shall be deemed delivered when received at the address set forth below.

If to the Park Board	<ul> <li>Attn: Leroy Eadie, Director of Parks and Recreation</li> <li>5th Floor City Hall</li> <li>808 W Spokane Falls Blvd</li> <li>Spokane, WA 99201</li> </ul>
With copies to:	City of Spokane Office of the City Attorney City Hall, Fifth Floor 808 W. Spokane Falls Blvd. Spokane, WA 99201
If to KXLY:	QueenB Radio, Inc. Attn: Tim Anderson 500 W. Boone Avenue Spokane, WA 99201
With a copy to:	Stanley M. Schwartz Witherspoon Kelley 422 West Riverside Avenue, Suite 1100 Spokane, WA 99201

11. <u>Binding Effect</u>. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

12. <u>Entire Agreement</u>. This Agreement shall supersede any prior representation or agreement, written or oral. This Agreement shall not be subject to modification or amendment except in a writing executed by both Parties.

13. <u>Attorney Fees</u>. In any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action.

14. <u>Governing Law</u>. This Agreement shall be interpreted and governed by and under the laws of Washington.

15. <u>Authority</u>. If either Party is a corporation or partnership or other entity, each person executing this Agreement on behalf of such Party hereby represents and warrants that such Party is a duly formed and existing entity and has full right and authority to execute and deliver this Agreement and that each person signing on behalf of such Party is authorized to do so.

16. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

[signature page follows]

{S1369681; 6 }

IN WITNESS WHEREOF, KXLY and the Park Board do hereby execute this Agreement as of the Effective Date.



CITY OF SPOKANE, PARK BOARD: By: Name: Title:

By: Name: Title:

Approved:

Leroy Eadie, Director of Parks and Recreation

Approved as to Form:

Attest Spokane City Cler

am Assistant City Attorney

**KXLY:** 

QUEENB RADIO, a Washington Corporation

By: Elizabeth Murphy Burs Its: President Caro

Page 12 of 12

IN WITNESS WHEREOF, KXLY and the Park Board do hereby execute this Agreement as of the Effective Date.

#### **CITY OF SPOKANE, PARK BOARD:**

By:	
Name:	
Title:	

By:	
Name:	
Title:	

Approved:

Leroy Eadie, Director of Parks and Recreation

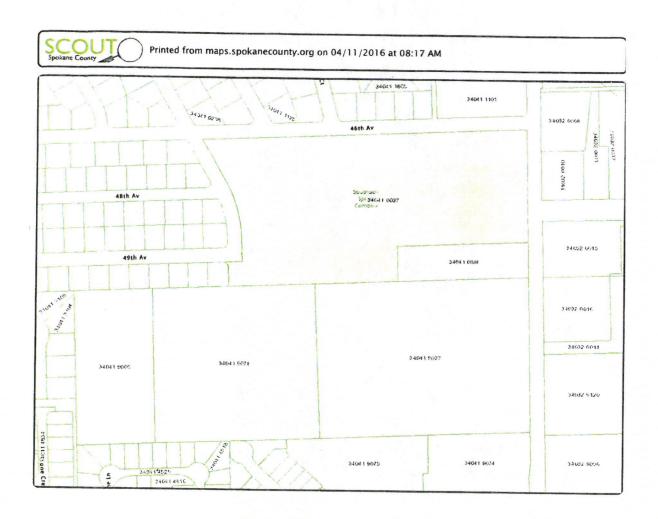
Approved as to Form:

\_,Assistant City Attorney

**KXLY:** 

QUEENB RADIO, a Washington Corporation By: <u>Eligibeth M Bense</u> Its: <u>President</u>

## **EXHIBIT A** Park Property



### EXHIBIT B KXLY Property

[The exhibit follows this page.]

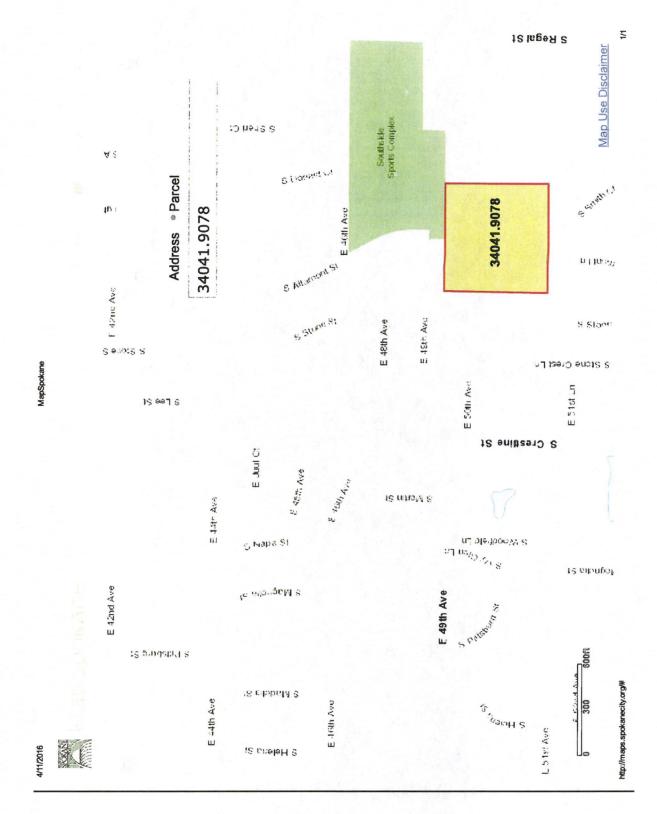


Exhibit B-2

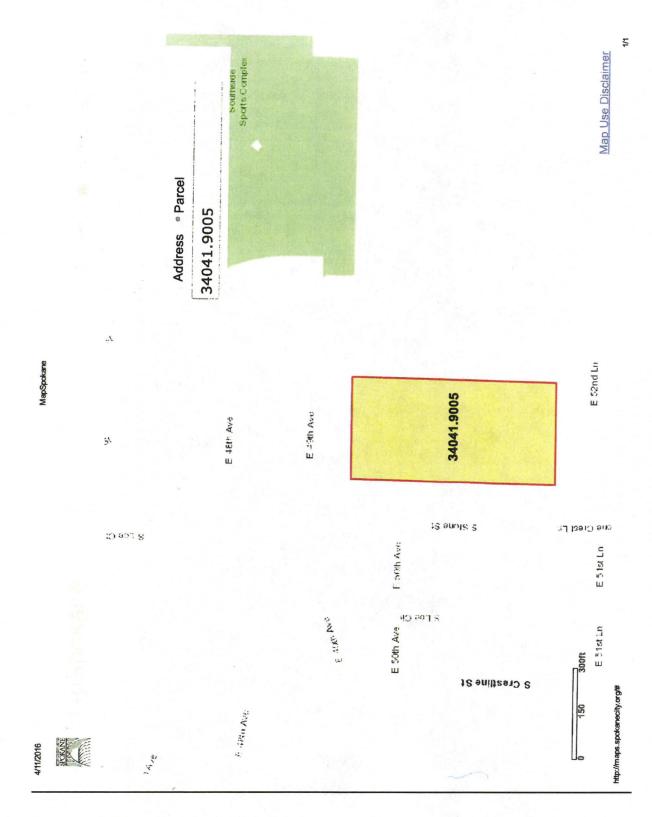


Exhibit B-3

## <u>EXHIBIT C</u> Adjacent KXLY Property

[The exhibit follows this page.]

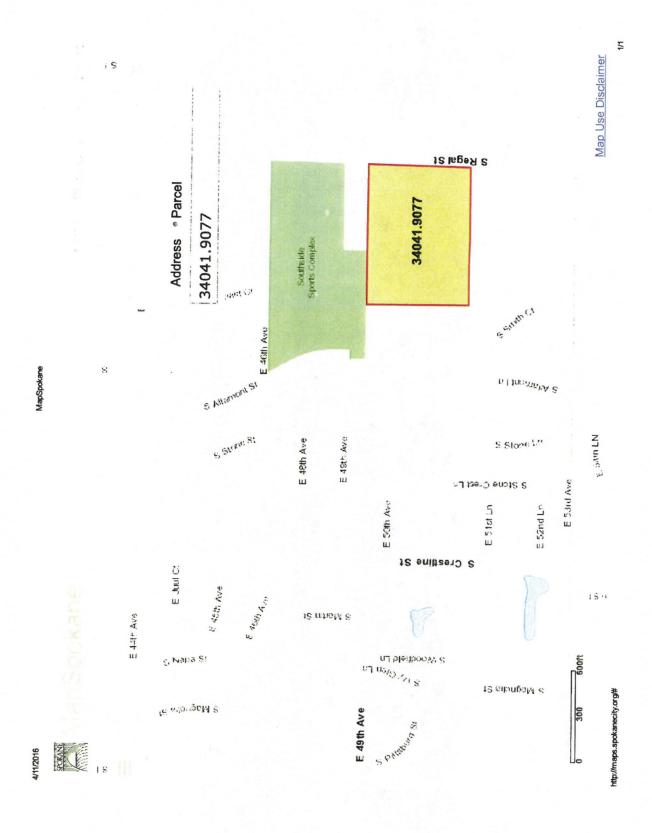
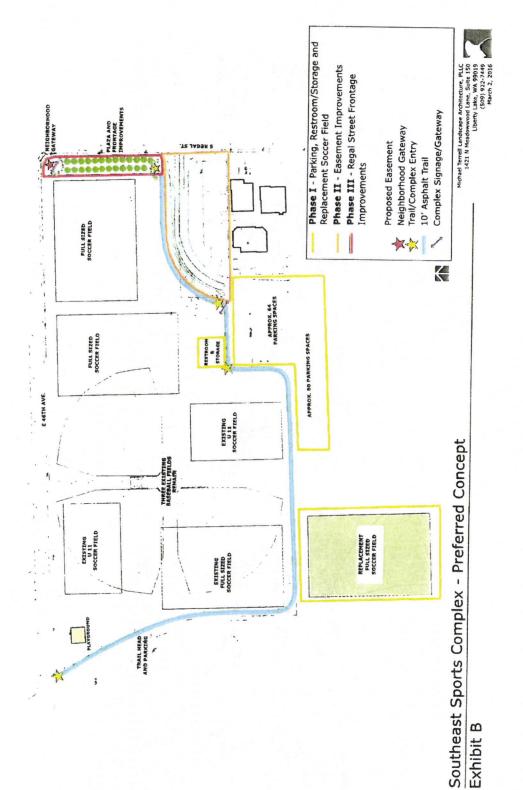


Exhibit C-2

### EXHIBIT D Depiction of Improvements

[The exhibit follows this page.]

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#### MEMORANDUM

November 8, 2016

To: City of Spokane Park Board

From: Pat Dalton, Assistant City Attorney

Re: KXLY/Southside Athletics Complex

Dear Park Board Members,

This Office has examined the legal requirements and limitations of Park Board authority as those limitations and requirements apply to the Regal Property transaction. We have examined various documents necessary for the construction of public vehicle and pedestrian access, reconstruction of existing parking lots, restrooms, concession and storage buildings, sidewalks, hardscape, signage and landscaping, and the installation of a soccer filed on the KXLY/Southside Athletics Complex site. We have also examined the License and Development Agreement, the Ground Lease, and Access and Parking Easements. We have previously opined that the Park Board has the legal authority to grant a "perpetual easement" across park property in favor of KXLY and further has the legal authority to enter into a long-term agreement to lease real property from KXLY.

It is our opinion that Park Board has the legal authority to approve the Ground Lease With City of Spokane Park Board, which is on the Board's Agenda for the Board's November meeting. Assuming the Park Board approves the Ground Lease, it will go to the Mayor for his signature.

# Spokane Park Board Briefing Paper



Committee	Land			
Committee meeting date	Feb 3, 2021			
Requester	Nick Hamad Phone number: 509-363-5452			
Type of agenda item	Oconsent Obiscussion OInformation OAction			
Type of contract/agreement	• New ORenewal/ext. OLease OAmendment/change order OOther			
City Clerks file (OPR or policy #)				
<b>Item title</b> : (Use exact language noted on the agenda)	Upriver Park memorandum of agreement with Avista Utilities			
Begin/end dates	Begins: 02/12/2021 Ends: 🖌 Open ended			
Background/history:         Avista Utilities is interested in partnering with City of Spokane Parks to develop 'Upriver Park', directly adjacent Avista's corporate campus within the Logan Neighborhood. Avista desires that the proposed park be consistent with other city parks aesthetically and functionally. The proposed park is comprised of vacated city street right of way (Upriver Drive) and city owned park property along the Spokane River. The centennial trail is currently adjacent to Upriver Drive and, as a part of park construction, is reconstructed as a new separated, paved trail surrounded by park landscaping. Under this agreement, Avista Utilities develops and maintains the entire park area (including city property) at their sole cost and expense. Avista's commitment to design and construct the park is contingent upon the City's vacation of Upriver Park at no cost or expense to Avista.         Reciprocal easements for the park area are included as Exhibits to this MOA.         Motion wording:         Motion to approve Upriver Park memorandum of agreement with Avista Utilities				
Approvals/signatures outside Parks: <ul> <li>Yes</li> <li>No</li> </ul>				
If so, who/what department, agency or c				
Name: Bruce Howard	Email address: Bruce.Howard@avistacorp.com Phone: 509.495.2941			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: 🔘 Expenditure	Revenue			
Amount: Budget code:				
Vendor: O Existing vendor O New vendor				
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         UBI:       Business license expiration date:       Insurance Certificate (min. \$1 million in General Liability)				

#### MEMORANDUM OF AGREEMENT UPRIVER PARK

**This Memorandum of Agreement** ("MOA") is entered into between Avista Corporation, d/b/a Avista Utilities and f/k/a The Washington Water Power Company ("Avista"), a Washington corporation, and City of Spokane Parks and Recreation ("Parks"), hereinafter collectively referred to as the Parties.

#### **Background and Purpose**

- A. Avista has petitioned the City to vacate Upriver Drive between the Upriver Drive/Mission Avenue intersection and the Upriver Drive/North Center Street intersection, which is approximately 1/3 of a mile in length and consists of approximately 2.5 acres of land (the "Upriver Drive");
- B. Avista is requesting the vacation for the limited purposes of developing Upriver Park ("Park") for public use, providing public park access, public river access for non-motorized boaters and for realigning the Centennial Trail adjacent to the Spokane River, and for no other purposes.
- C. The Park will be comprised of the vacated portions of Upriver Drive and the land owned by Parks lying between the vacated right-of-way and the Spokane River;
- D. Parks finds that development of additional park land within the City of Spokane (the "City") along the Spokane River corridor is consistent with Parks goals and objectives, and that privately owned and maintained park facilities, when permanently open for public use, increase the level of park services provided to the citizens of Spokane;
- E. Upon the City's approval of Avista's street vacation request, Avista will own certain property located in the City and County of Spokane, Washington, generally described as those portions of Upriver Drive between Mission Avenue and North Center Street, vacated by City of Spokane Ordinance No. C35824, and all other property owned by Avista adjacent to said vacated right-of-way and the Spokane River that is located in the City and County of Spokane, State of Washington, and legally described in <u>Exhibit "A"</u> (the "Avista Property");
- F. Parks owns certain property that is located in the City and County of Spokane, State of Washington, and adjacent to the Avista Property and legally described in <u>Exhibit "B"</u> (the "Park Property");
- G. Upriver Park shall be comprised of the Avista Property and the Park Property (the "Park Area"), said Park Area being depicted on Exhibit "C"; and
- H. The Parties desire to enter into this MOA under which the Parties will (i) exchange non-exclusive reciprocal easements covering the Park Area, which will be substantially in the form attached as <u>Exhibit "D"</u>, and (ii) grant each other certain rights and obligations to the Park 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 are hereby acknowledged, the Parties do hereby agree as follows:

#### AGREEMENT

### Section 1 Upriver Park

- 1. <u>Street Vacation</u>:
  - 1.1 Avista's pursuit of the vacation of Upriver Drive by the City and its commitment to design and construct the Park are contingent upon the City's vacation of Upriver Drive at no cost or expense to Avista.
- 2. <u>Park Development and Operation</u>

- 2.1 Avista will, at no cost or expense to Parks, design the Park. The final design of the Park will be subject to mutual agreement between Avista and Parks, but will generally conform to the design depicted on Exhibit "C".
- 2.2 Avista will, at no cost or expense to Parks, construct the Park, as depicted on Exhibit C; provided that Avista's obligation to commence construction of the Park is contingent upon Avista's approval of an acceptable and reasonable budget for the same.
- 2.3 Parks will ensure that the City does not unreasonably withhold or delay any necessary permits to construct the Park; provided that the design and construction of the Park shall be done in accordance with all applicable Federal, State and local laws and regulations including without limitation any and all rules applicable to the Centennial Trail. Those portions of Centennial Trail in the Park shall be managed consistent with the provisions of chapter 79A.05 RCW, the rules and regulations adopted thereunder, and the Spokane River Centennial Trail Interagency Cooperative Agreement between Washington State Parks and Recreation Commission, City of Spokane, Spokane County, and City of Spokane Valley, dated August 25, 2014, as updated and amended from time to time.
- 2.4 Avista will, at no cost or expense to Parks, maintain, operate, repair the Park, including improvements, at the same frequency and quality as is performed on Avista's other park properties.
- 2.5 Without limiting its rights in and ownership of the Avista Property, Avista agrees that the City of Spokane Park Code as codified in Chapter 12.06A of the Spokane Municipal Code, as may be amended, will apply to the Avista Property included within the Park Area, specifically, Section 12.06A.040 with respect to park rules and regulations; Section 12.06A.020 with respect to the authority of City Park Rangers to enforce the rules and regulations; and Section 12.06A.050 with respect to the penalty for violations of the park rules and regulations (the "Park Code"). The City and Avista will work together to place appropriate signage in the Park to notify the public that the Park Code applies. For the avoidance of doubt, the Parties agree that Avista's private security contractor may monitor activity within the Park, may request that violators of the Park Code cease any activity that violates the Park Code; provided, however, Avista's private security contractor shall not be responsible for the active enforcement of the Park Code.
- 2.6 Except as otherwise provided in this MOA, neither party shall obligated to contribute or pay any funds for the construction, improvement, reconstruction, repair, operation, or maintenance of the Park; provided, both parties and their respective invitees and permittees (which shall include the general public) shall have full use of the Park, subject to the terms of this MOA.
- 3. Easements:
  - 3.1 The Easements shall be substantially in the form prescribed in Exhibit D.

#### Section 2 Miscellaneous Provisions

- 1. <u>Recitals</u>. All of the recitals set forth above in the Background and Purpose section of this MOA are incorporated herein by this reference as though fully set forth herein.
- 2. <u>Indemnity</u>.
  - 2.1 Avista shall indemnify, defend, and hold Parks harmless from all claims arising from the Avista's use, occupancy, management, and maintenance of the Park or from any activity, work or thing done, permitted or suffered by Avista in or about the Park, 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 Avista's employees, agents, or contractors.
  - 2.2 Parks shall indemnify, defend, and hold Avista harmless from all claims arising from Parks' use, occupancy, management, and maintenance of the Park or from any activity, work or thing done, permitted or suffered by the City of Spokane or Parks in or about the Park, except to the extent such claim resulted from the act or omission of Avista'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 the City of Spokane or Parks' employees, agents, or contractors.

- 3. <u>Insurance</u>.
  - 3.1 Avista shall, at its sole expense, obtain and keep in force throughout the term of this MOA 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 Spokane Parks Department, 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 Avista's use and occupancy of the Park, including non-owned automobile liability. Alternatively, Avista may self-insure in full satisfaction of its insurance requirements under this MOA.
  - 3.2 Parks shall, at its sole expense, obtain and keep in force throughout the term of this MOA 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 Avista, its officers, employees, contractors, agents, and other such persons or entities as Avista 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 Park, including non-owned automobile liability. Alternatively, Parks may self-insure in full satisfaction of its insurance requirements under this MOA.
- 4. <u>Attorneys' Fees and Costs; Governing Law and Venue</u>. In the event legal action is instituted to enforce or interpret the terms of this MOA 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 4, the term "action" shall be deemed to include any arbitration 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 MOA shall be construed and enforced in accordance with the laws of the State of Washington.
- 5. <u>Entire Agreement</u>. Except as expressly stated herein, this MOA is the entire MOA between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this MOA will bind the signatories to this MOA unless agreed to by both Parties in writing.
- 6. <u>Severability</u>. The invalidity or unenforceability of any provision of the MOA will not affect any other provisions; the MOA will be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 7. <u>Amendments/Modifications</u>. Any amendment or modification to the provisions of this MOA will not be effective unless made by written amendment executed by both Parties.
- 8. <u>Assignment</u>. Neither party shall assign this MOA without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. If this MOA is assigned by either Party, the Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the successors, assigns, and legal representatives of the respective Parties.
- 9. <u>Third Party Beneficiaries</u>. Nothing in this MOA is intended to confer any right or benefit on a person or entity not a Party to this MOA, or impose any obligations of either Party to the MOA on persons or entities not a Party to the MOA.
- 10. <u>Waiver of Provisions</u>. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this MOA will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

- 11. <u>Negotiation</u>. This MOA, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this MOA shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
- 12. Effectiveness. This MOA is effective on the date of the last signature below.
- 13. <u>Notice</u>. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

Avista:	Attn: Meghan Lunney 1411 E. Mission Ave., MSC-8
	Spokane, WA 99252 Email: Meghan.lunney@avistacorp.com
	With a copy to: Attn: Todd Colton 1411 E. Mission Ave., MSC-8 Spokane, WA 99252 Email: todd.colton@avistacorp.com
Parks:	City of Spokane, Park Board Attn: Parks and Recreation Director 808 West Spokane Falls Boulevard Spokane, WA 99201 Email: gjones@spokanecity.org With a copy to: Office of the City Attorney Attn: James Richman 808 W. Spokane Falls Boulevard Spokane, WA 99201 Email: jrichman@spokanecity.org

This MOA has been signed by each Party's authorized representative on the date(s) set forth below.

### Avista Corporation

### **City of Spokane, Park Board**

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date Signed)

(Date Signed)

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

## <u>EXHIBIT A</u> LEGAL DESCRIPTION OF AVISTA PROPERTY

### **Upriver Park Avista Property Description**

**COMMENCING** at the Southwest Quarter of Section 09 Township 25 North Range 43 East located in the City of Spokane, Spokane County, Washington, thence North 86°00'01" East a distance of 209.56 feet to the intersection of Mission Avenue and Upriver Drive, thence North 38°24'38" East a distance of 40.63 feet to the northeast corner of said Mission Avenue and Upriver Drive also being the **POINT OF BEGINNING**;

thence North 01°57'06" West a distance of 42.34 feet;

thence with the easterly right of way line of said Upriver Drive in a northeasterly direction with a tangent curve turning to the right with a radius of 192.27 feet, having a chord bearing of North 22°39'45" East and a chord distance of 160.16 feet, a central angle of 49°13'43" and an arc length of 165.20 feet;

thence North 47°16'37" East a distance of 95.40 feet;

thence leaving said easterly right of way line North 03°31'43" West a distance of 99.07 feet;

thence North 62°43'14" West a distance of 7.44 feet;

thence North 05°39'00" West a distance of 22.55 feet;

thence North 87°57'10" East a distance of 56.08 feet to a point on the westerly right of way line of said Upriver Drive;

thence with said westerly line in a northeasterly direction with a non-tangent curve turning to the left with a radius of 192.27 feet, having a chord bearing of North 27°58'00" East and a chord distance of 39.81 feet, a central angle of 11°53'09" and an arc length of 39.89 feet;

thence North 22°01'26" East a distance of 285.96 feet;

thence North 28°39'35" East a distance of 331.98 feet;

thence North 35°33'01" East a distance of 332.05 feet;

thence North 42°23'38" East a distance of 303.45 feet;

thence North 45°34'30" East a distance of 60.00 feet;

thence North 48°49'50" East a distance of 301.92 feet;

thence North 56°30'00" East a distance of 24.08 feet to the intersection of the westerly right of way line of Upriver Drive and the westerly right of way line of Center Street;

thence leaving said westerly line North 56°30'00" East a distance of 1.38 feet;

thence in an easterly direction with a non-tangent curve turning to the left with a radius of 94.21 feet, having a chord bearing of South 68°32'55" East and a chord distance of 58.27 feet, a central angle of 36°01'42" and an arc length of 59.24 feet;

thence South 41°19'01" East a distance of 12.41 feet to a point on the easterly right of way line of said Upriver Drive;

thence with said easterly right of way line South 56°30'00" West a distance of 56.59 feet;

thence South 48°49'50" West a distance of 324.22 feet;

thence South 42°23'38" West a distance of 30.58 feet to a point on the easterly line of Block 14 Ross Park Addition extended recorded in Volume "A" of plats page 141;

thence with said easterly line South 44°12'42" East a distance of 82.01 feet to a point on the approximate westerly high-water line of the Spokane River;

thence leaving said easterly line and with said westerly line in a southwesterly direction approximately 307.68 feet to a point on the west line of Block 14 Ross Park Addition extended recorded in Volume "A" of plats page 141;

thence leaving said westerly line and with said west line North 51°01'22" West a distance of 46.58 feet to a point on the easterly right of way line of said Upriver Drive;

thence with said easterly line South 35°33'01" West a distance of 324.84 feet;

thence South 28°39'35" West a distance of 324.89 feet;

thence South 22°01'26" West a distance of 282.48 feet;

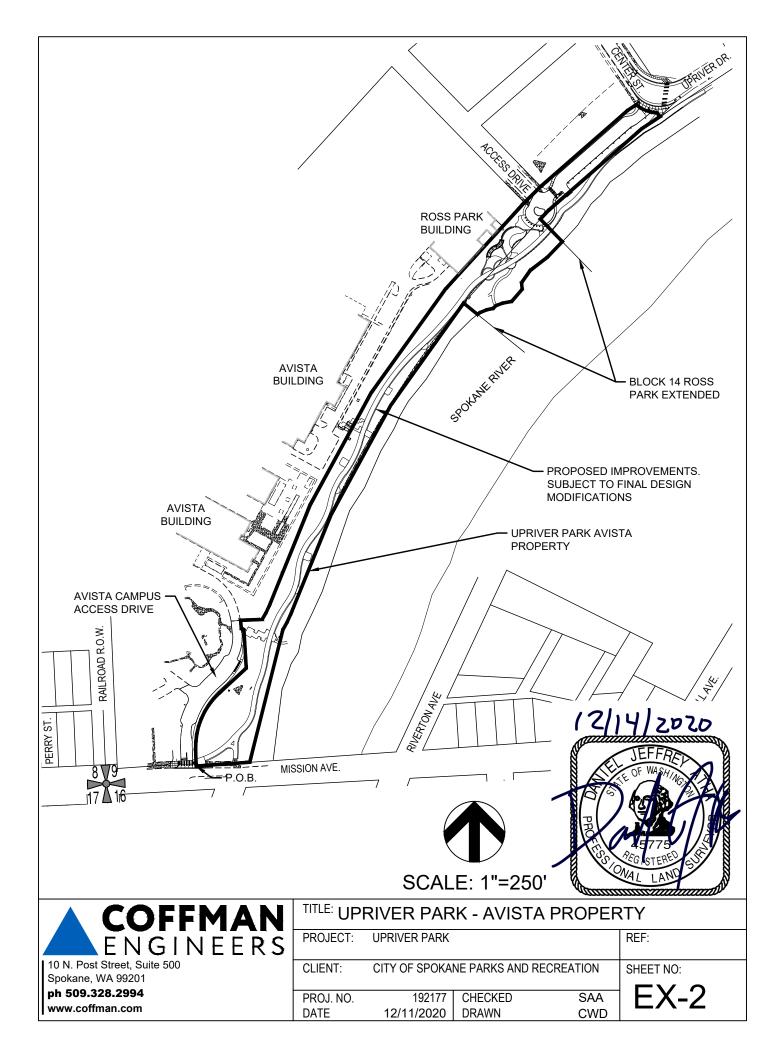
thence in a southwesterly direction with a tangent curve turning to the right with a radius of 252.27 feet, having a chord bearing of South 27°00'11" West and a chord distance of 43.79 feet, a central angle of 09°57'31" and an arc length of 43.85 feet;

thence leaving said easterly line South 14°02'14" West a distance of 356.09 feet to a point on the north right of way line of Mission Avenue;

thence with said north line South 86°00'01" West a distance of 139.85 feet to the **POINT OF BEGINNING**.

Containing  $\pm$  (3.84 A.C.) of land more or less.





## **EXHIBIT B** LEGAL DESCRIPTION OF PARK PROPERTY

### **Upriver Park City of Spokane Parks North Property Description**

**COMMENCING** at the Southwest Quarter of Section 09 Township 25 North Range 43 East located in the City of Spokane, Spokane County, Washington, thence with said South line of Section 9 North 86°00'01" East a distance of 209.56 feet to the intersection of Mission Avenue and Upriver Drive, thence North 38°24'38" East a distance of 40.63 feet to the northeast corner of said Mission Avenue and Upriver Drive; thence with the north right of way line of Mission Avenue North 86°00'01" East a distance of 139.85 feet; thence leaving said north line North 14°02'14" East a distance of 356.09 feet to a point on the easterly right of way line of Upriver Drive; thence with said right of way line in a northeasterly direction with a non-tangent curve turning to the left with a radius of 252.27 feet, having a chord bearing of North 27°00'11" East and a chord distance of 43.79 feet, a central angle of 09°57'31" and an arc length of 43.85 feet; thence North 22°01'26" East a distance of 282.48 feet; thence North 28°39'35" East a distance of 324.89 feet; thence North 35°33'01" East a distance of 324.84 feet; thence North 42°23'38" East a distance of 296.31 feet to the **POINT OF BEGINNING**;

thence continuing with said easterly right of way line North 42°23'38" East a distance of 30.58 feet;

thence North 48°49'50" East a distance of 324.22 feet;

thence North 56°30'00" East a distance of 56.59 feet;

thence leaving said easterly line South 41°19'01" East a distance of 58.86 feet to a point on the approximate westerly high-water line of the Spokane River;

thence with said westerly line in a southwesterly direction approximately 410.61 feet to a point on the east line of Block 14 Ross Park Addition extended recorded in Volume "A" of plats page 141;

thence leaving said westerly line and with said east line extended North 44°12'42" West a distance of 82.01 feet to a point on the easterly right of way line of Upriver Drive also being the **POINT OF BEGINNING**.

Containing ± 25,350 S.F. of land more or less.



### **Upriver Park City of Spokane Parks South Property Description**

**COMMENCING** at the Southwest Quarter of Section 09 Township 25 North Range 43 East located in the City of Spokane, Spokane County, Washington, thence with said South line of Section 9 North 86°00'01" East a distance of 209.56 feet to the intersection of Mission Avenue and Upriver Drive, thence North 38°24'38" East a distance of 40.63 feet to the northeast corner of said Mission Avenue and Upriver Drive; thence with the north right of way line of Mission Avenue North 86°00'01" East a distance of 139.85 feet to the **POINT OF BEGINNING** 

thence leaving said north line North 14°02'14" East a distance of 356.09 feet to a point on the easterly right of way line of Upriver Drive;

thence with said easterly line in a northeasterly direction with a non-tangent curve turning to the left with a radius of 252.27 feet, having a chord bearing of North 27°00'11" East and a chord distance of 43.79 feet, a central angle of 09°57'31" and an arc length of 43.85 feet;

thence North 22°01'26" East a distance of 282.48 feet;

thence North 28°39'35" East a distance of 324.89 feet;

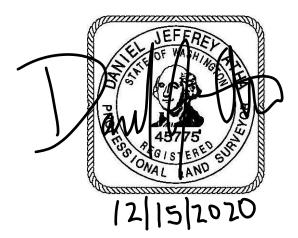
thence North 35°33'01" East a distance of 324.84 feet to a point on the westerly line of Block 14 Ross Park Addition extended recorded in Volume "A" of plats page 141;

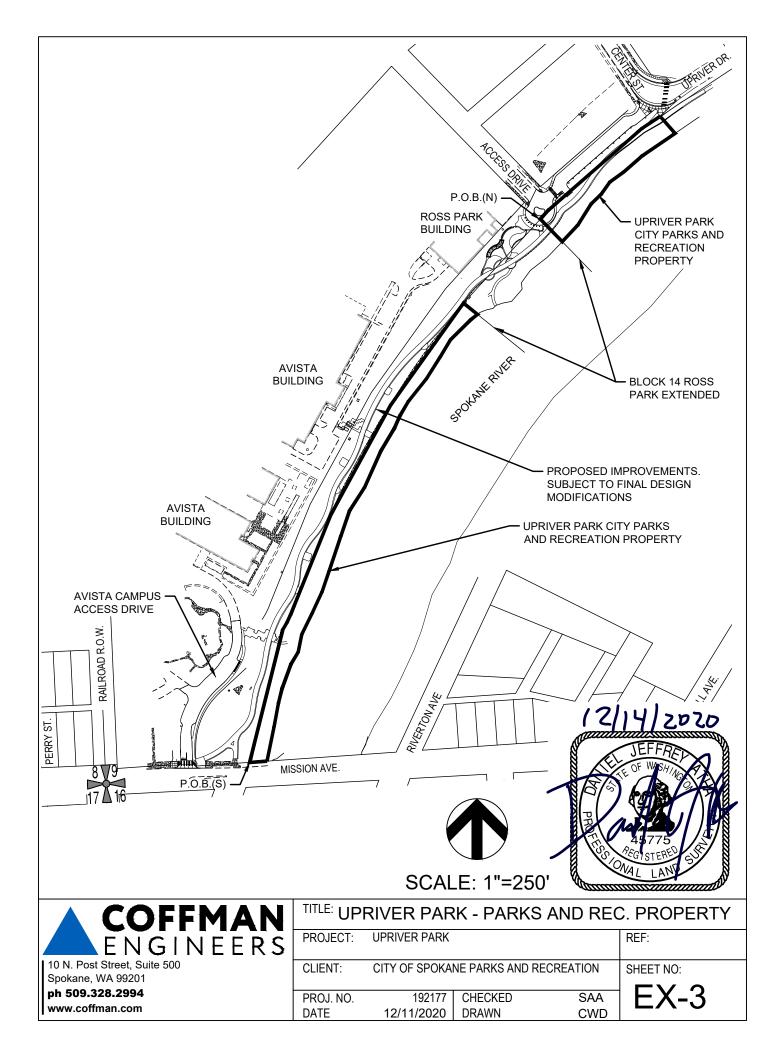
thence leaving said easterly line and with said westerly line South 51°01'22" East a distance of 46.58 feet to a point on the approximate westerly high-water line of the Spokane River;

thence with said westerly line in a southwesterly direction approximately 1256.12 feet to a point on said north right of way line of Mission Avenue;

thence leaving said westerly line and with said north line South 86°00'01" West a distance of 45.19 feet to the **POINT OF BEGINNING**.

Containing ± 53,470 S.F. of land more or less.





# <u>EXHIBIT C</u> DEPICTION OF PARK AREA

#### **Upriver Park Overall Property Description**

**COMMENCING** at the Southwest Quarter of Section 09 Township 25 North Range 43 East located in the City of Spokane, Spokane County, Washington, thence North 86°00'01" East a distance of 209.56 feet to the intersection of Mission Avenue and Upriver Drive, thence North 38°24'38" East a distance of 40.63 feet to the northeast corner of said Mission Avenue and Upriver Drive also being the **POINT OF BEGINNING**;

thence North 01°57'06" West a distance of 42.34 feet;

thence with the easterly right of way line of said Upriver Drive in a northeasterly direction with a tangent curve turning to the right with a radius of 192.27 feet, having a chord bearing of North 22°39'45" East and a chord distance of 160.16 feet, a central angle of 49°13'43" and an arc length of 165.20 feet;

thence North 47°16'37" East a distance of 95.40 feet;

thence leaving said easterly line North 03°31'43" West a distance of 99.07 feet;

thence North 62°43'14" West a distance of 7.44 feet;

thence North 05°39'00" West a distance of 22.55 feet;

thence North 87°57'10" East a distance of 56.08 feet to a point on the westerly right of way line of said Upriver Drive;

thence with said westerly line in a northeasterly direction with a non-tangent curve turning to the left with a radius of 192.27 feet, having a chord bearing of North 27°58'00" East and a chord distance of 39.81 feet, a central angle of 11°53'09" and an arc length of 39.89 feet;

thence North 22°01'26" East a distance of 285.96 feet;

thence North 28°39'35" East a distance of 331.98 feet;

thence North 35°33'01" East a distance of 332.05 feet;

thence North 42°23'38" East a distance of 303.45 feet;

thence North 45°34'30" East a distance of 60.00 feet;

thence North 48°49'50" East a distance of 301.92 feet;

thence North 56°30'00" East a distance of 24.08 feet to the intersection of the westerly right of way line of Upriver Drive and the westerly right of way line of Center Street;

thence leaving said westerly line North 56°30'00" East a distance of 1.38 feet

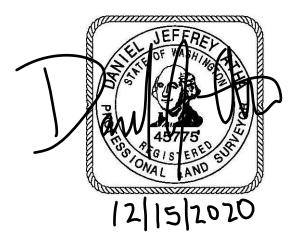
thence in an easterly direction with a non-tangent curve turning to the left with a radius of 94.21 feet, having a chord bearing of South 68°32'55" East and a chord distance of 58.27 feet, a central angle of 36°01'42" and an arc length of 59.24 feet;

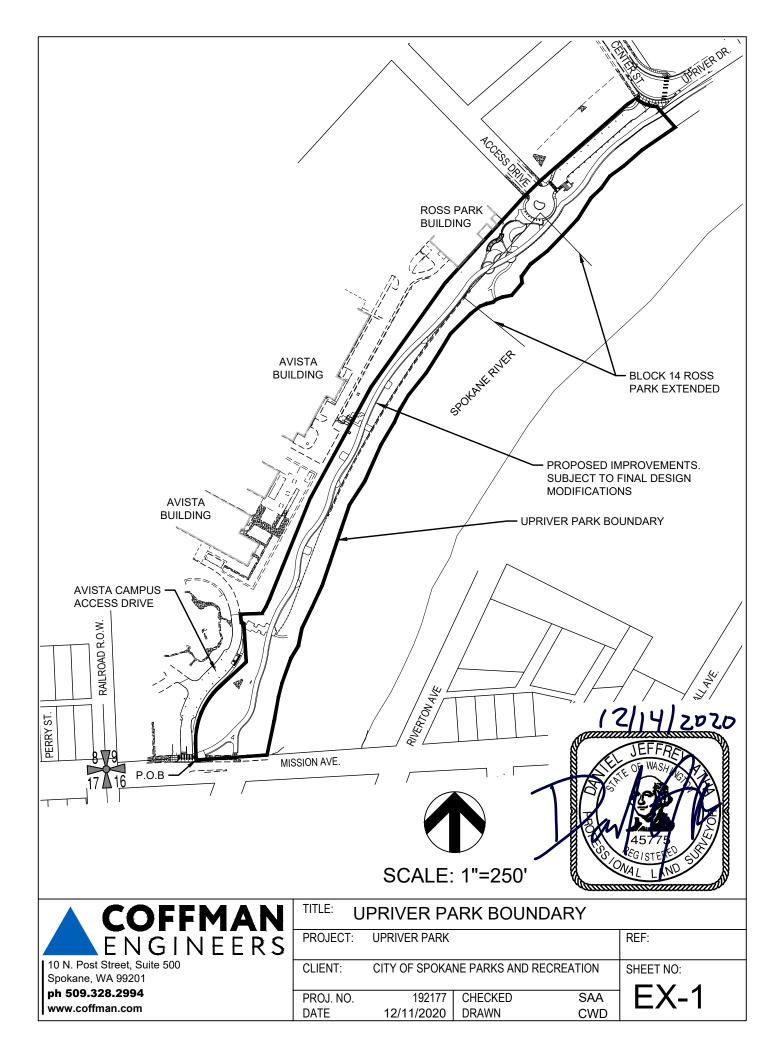
thence South 41°19'01" East a distance of 71.27 feet to a point on the approximate westerly high-water line of the Spokane River;

thence with said westerly line in a southwesterly direction approximately 2024.00 feet to a point on said north right of way line of Mission Avenue;

thence leaving said westerly line and with said north line South 86°00'01" West a distance of 185.04 feet to the **POINT OF BEGINNING**.

Containing ± (5.65 A.C.) of land more or less.





## EXHIBIT D RECIPROCAL EASEMENT

# 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 EASEMENT**

This Reciprocal Easement (this "Easement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between Avista Corporation, a Washington corporation ("Avista") and City of Spokane Parks and Recreation ("Parks"), hereinafter collectively referred to as the "Parties."

WHEREAS, Avista owns certain property located in the City and County of Spokane, Washington, generally described as those portions of Upriver Drive between Mission Avenue and North Center Street, vacated by City of Spokane Ordinance No. C35824, and all other property owned by Avista adjacent to said vacated right-of-way and the Spokane River that is located in the City and County of Spokane, State of Washington, and legally described in <u>Exhibit "A"</u> (the "Avista Property");

WHEREAS, Parks owns certain property that is located in the City and County of Spokane, State of Washington, and contiguous to the Avista Property and legally described in <u>Exhibit "B"</u> ("Park Property").

WHEREAS, the Parties desire to utilize the Avista Property and the Park Property together as a public park ("Upriver Park") and enter into this Easement under which Avista grants Parks a non-exclusive easement to the Avista Property and Parks grants Avista a non-exclusive easement to the Park Property for such purpose.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- 1. Avista and Parks hereby grant and convey to the other and reserve to themselves perpetual nonexclusive easements on, over, upon, under and across their respective properties, which constitute Upriver Park.
- 2. 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, upon and across the above-described easements for the benefit of the public, irrespective of any changes in ownership thereof. This Easement shall be binding upon the successors, heirs, and assigns of the parties hereto.

# CITY OF SPOKANE, PARK BOARD

#### AVISTA CORPORATION, A WASHINGTON PUBLIC UTILITY CORPORATION

By \_\_\_\_\_ Its: Chair

By \_\_\_\_\_ Its: \_\_\_\_\_

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

[NOTARY BLOCKS]

**Return to Agenda** 

# Spokane Park Board Briefing Paper



Committee	Riverfront Park C	ommittee			
Committee meeting date	Feb. 8, 2021				
Requester	Jonathan Moog		Phone number: 625-6	243	
Type of agenda item	O Consent	Discussion	Information	Action	
Type of contract/agreement	🔘 New 🛛 Re	newal/extension	O Amendment/change ord	er 💽 Other	
City Clerks file (OPR or policy #)					
<b>Item title</b> : (Use exact language noted on the agenda)	Letter of Support	to Continue Explor	ration of Downtown Zipline		
Begin/end dates	Begins:	End	s: 🗸	] Open ended	
Background/history: Spokane Park Board convened for a study session on Jan. 22, 2021, to discuss and consider the merits of a proposed downtown Zipline. The discussion included potential benefits, stakeholder feedback, private public partnership model, constructibility and process. No official vote was taken and the consensus was to advance a letter of support to continue exploring the Zipline project to Park Board for consideration. The attached letter is addressed to City Council from the Park Board which endorses that the Zipline project has merit and should be explored further. Approval to ultimately accept the project may be sought at a later date through a partnership agreement depending on the outcomes of additional research. Motion wording: Approve letter addressed to City Council supporting continued exploration of the Downtown Zipline project.					
Approvals/signatures outside Parks:	○ Yes	No No			
If so, who/what department, agency or c		$\smile$			
Name:	Email address:		Phone:		
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:					
Fiscal impact: O Expenditure	Revenue				
Amount: Budget code: None					
Vendor: O Existing vendor	O New vendor				
Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) Contractor is on the City's A&E Roster - C	ity of Spokane	W-9 (for ne	ew contractors/consultants/vend (for new contractors/consultant Certificate (min, \$1 million in Gen	s/vendors	



February 11, 2021

Spokane City Council 808 West Spokane Falls Blvd. Spokane, Washington 99201

RE: Letter of Support from the Spokane Park Board - Downtown Zipline

This letter documents that the Spokane Park Board unanimously supports further exploration of the zipline. The Park Board is always looking for opportunities to bring unique experiences to the citizens of Spokane and this zipline looks like it has the potential to be one such experience.

Members of the Riverside Neighborhood Council and Peaceful Valley Neighborhood Council have indicated their willingness to explore a zipline with the Park Board and Downtown Spokane Partnership due to the potential for mitigating negative activity along the riverbank and in Redband Park. It is believed the activation would help to deter unwanted camping, and thereby increasing safety and park utilization for local residents, youth sports and those engaging in recreational river activities. Support for continuing exploration of this project has also been expressed by Spokane Indians Youth Baseball and the River Forum.

The Downtown Zipline is being proposed as a private-public partnership. This solution helps to yield economic benefits while deterring the risk and liability of construction and operation to a private partner. Additionally, the potential revenue share from this partnership helps offset the cost of maintenance at the CSO Plaza and Redband Park.

As you already know, the zipline is supported by Visit Spokane, Avista and the Downtown Spokane Partnership. Agreed positive impacts of the zipline include:

\*Regional draw capitalizing on a unique natural feature of Spokane; a selling point for new markets which brings conferences and tradeshows to our city

\*Resulting economic benefit to the downtown core for retail, entertainment and hospitality sectors

\*A destination attraction similar to the Seattle Ferris Wheel at Pier 57

\*Activation of the CSO 26 Plaza which encourages people to connect with and experience the scenery, utilize the downtown library, and appreciate the Plaza's art pieces while they learn about the history of the region

\*A compelling activity for a typically under programmed group. Brings diverse groups together.

808 West Spokane Falls Blvd. • Spokane, Washington 99201-3317 (509) 625-6200 • FAX (509) 625-6205 www.SpokaneParks.org We respectfully request City Council join us by supporting the continuation of this project so that staff can create a Request for Proposal (RFP) and establish a working group of community stakeholders to establish criteria and assess interested partners. We invite representatives from City Council to participate in this process.

Sincerely,

Jennifer Ogden, President City of Spokane Park Board Jan. 14, 2021

To The Park Board, City Council, Police Department, Jim Frank/Greenstone, and Touchmark,

Now, this week, while the area of the Partnership Park and Trail System proposed by Public Utilities in the developing Lincoln Heights Garden area is bare of snow, accessible and walkable from all directions, I ask all parties involved (above) to make a fact-finding onsite visit pronto. From a public safety viewpoint, the proposed Park and Trail System as drawn downtown on paper will create public safety hazards, especially for users, Parks, and SPD. The same basalt outcrop geology that caused Public Utilities to abandon said site for a water tower and propose to 'surplus it' to Parks will cause not only logistical but legal dangers for Parks and the Spokane Police Department in particular.

First, a complex surveillance system with lights, cameras, drones, and, unfortunately, officers, may need to be installed and/or maintained.

Second, gated entrances may be numerous, challenging to install, and cost man-hours to maintain.

Third, even skilled officers on fat bikes will likely find some areas accessible only on foot.

Fourth, a simpler trail system not involving the City, Parks, and Touchmark may reduce liabilities.

To the Park Board I say, do not 'green light' this proposed solution to the irreplaceable loss of any area to natural Hamblen Park for a 100' concrete tower. Immediately the tower will take trees down, take sunlight out, and remove viable areas of Hamblen Park for people, plants, and ponderosas. Immediately the tower brings shadows not only to Hamblen Park but to the public trust that supports and votes for Bond Issues for Parks. Honor the Hamblen family & Parks' Stan Witter. Over time the addition of a tower will bring a road, a fence, and, as now proposed, headaches and costs to the Garden Park/Trail System.

First, in 1988, SPD announced that Spokane DID have warring gangs and drug dealers. Not only graffiti but altercations, arrests, court proceedings, jail time, and, especially, lost lives prove it.

Second, the Police Department has struggled in many parks to maintain security. Manito Park has gates and hours. Murphy Park required extra fencing and lights. Riverfront Park has regular patrols. ETC.!

Park Board, do not hastily agree to this unlawful 'exchange' without doing your due diligence. For 28 years I have walked both areas. My report: no guns or drugs at Hamblen Park. My report: both at the proposed Garden Park and Trail System. I can mark on a map these sites:

3 areas of abandoned camp sites: 32<sup>nd</sup>/Pittsburg, 32<sup>nd</sup>/Napa, 30<sup>th</sup>/near Lee

4 areas with an abandoned motorcycle, bicycles/parts of bikes, and 1 car

1 convicted and jailed cocaine dealer off 32<sup>nd</sup> near Crestline

1 member of a returning, nesting red-tail hawk pair shot and killed, 32<sup>nd</sup> at Crestline

And continued passage of drug dealers, by my observations. Even adhering to 'safe' hours.

Investigate, Park Board! Police! City Council! Do not ignore facts on the ground. Save Hamblen Park and preserve public safety! Put the tower at 37<sup>th</sup> near Stone. Secure & fenced! Think future quality of LIVES!

Yours truly, Carol Ellis 509 533 0587h, 509 570-3868c Available for a walking tour. Wear boots!

#### Hamblen Spokane City Council 1/25/21

With respect to a survey regarding a water-tower in Hamblen Park, which, according to Special Projects at the Jan. 14 Park Board meeting, will "hit the streets" at the end of January, I have four requests:

First, with regard to the balance of power in City government, it appears an end run is being played around the Park Board, which added 3 new members in Dec. 2020, and more new members in 2018-19. By City Charter design, Parks operates with an independence no other City Department enjoys. Yet Special Projects is transferring the tower siting process away from Parks and toward the City Council before Parks has had an opportunity to ask questions and do research. Stop! Allow the Park Board time to process the water tower issue before stealing it away from them, and remember that Special Projects was only recently created during the last City Administration. Push pause on the current trajectory through Special Projects. Return the issue to Parks rather than considering it green-lighted because no 'absolute no' was given at the Jan. 6 Land Committee meeting.

Second, after pushing pause on the siting decision, foster Park Board leadership. Begin the survey design process with the Park Board. Allow the Friends of Hamblen Park some input before it goes out.

Third, reach a wider population by using not only the My Spokane web site, but by advertising in the Spokesman Review and in City Utility bills. Sampling error is the major way surveys fail to tap the pulse of the people, so extend the reach of the survey. No wonder the Journal of Business in 2020 rates City Government 2 out of 5 for public inclusion. Expand the sampling population for this water tower survey.

Fourth, Public Utilities dallied nearly ten years and then made a rocky, almost \$200,000 purchase in 2018. Two years later Utilities found a solution to their prior poor siting at Hamblen Park. Improved planning ought to be tops for every City Department: Spokane is experiencing unprecedented growth, partly due to our quality of life, which includes our parks and natural beauty. I ask that 2021-2022 be proclaimed "Two Years for Long Range Planning" in all departments, and that Parks be involved in creating solutions for the water tower siting, not merely a rubber stamp for Utilities/Special Projects. Carol Ellis

Dear Members of the Park Board,

This letter is a follow up to one we wrote to the Board on December 16, 2020 regarding locating a water tower in Hamblen Park. We, once again, urge you to preserve Hamblen Park as a park! We doubt that you would approve the placement of a water tower in Manito Park or Comstock Park. And we therefore, wonder if Hamblen Park is actually perceived as a **PARK**. Is Hamblen a park in name only?

Hamblen Park is extraordinary: it is extraordinary in that it is natural and wild. It does not have manicured lawns or a swimming pool, or a duck pond, or a rose garden. But, on the other hand, neither Manito nor Comstock has wild flowers: buttercups, that appear in the early spring and then trillium that when it blooms, turns the parkland purple with abundant patches of flowers, or, in the summer, the park is abloom with sun flowers that form a sort of hedge through the park trail and on the perimeter.

We feel gifted with this swatch of natural environment in the midst of our neighborhood. To sit on a log or in the park shelter and have lunch or listen to the birds and enjoy this island of tranquility in the midst of the busyness all around is a true gift.

A gigantic water tower sitting on lots of cement in this natural environment would be a contradiction and would negate the intentional preservation by the Park Department of this island of tranquility in the midst of our busy neighborhood lives and the life of anyone who pauses there.

Thank you for your consideration of our perspective.

Sincerely,

Tom and Mary Brown 4115 S Martin Spokane, WA 99203





Sandra J. Altshuler, Ph.D., L.I.C.S.W. 4119 S. Martin St. Spokane WA 99203 Sandyaltshuler@gmail.com

January 31, 2021

City of Spokane Park Board

### <u>Re:</u> <u>Proposal regarding Water Tower placement in Hamblen Park</u>

Dear Park Board representatives,

Please forgive me for sending you a second letter regarding the above issue. When I first wrote to you, I had assumed that you had simply overlooked your responsibility to preserving and maintaining Spokane park lands. I pleaded with you to remind yourselves of that sacred responsibility and reject the City Engineer's determination to ignore the pristine nature of Hamblen Park. I understand, of course, that one concern is financial; however, truly, "what price beauty?" And, that is frankly not for you to decide. What is for you to decide is how to best protect and preserve our park lands.

Then, the recent wind storm occurred, and destroyed so many of our beautiful trees throughout our city, including those in Comstock Park. The visual destruction of the beauty of that park struck me as a reminder to all of us how vulnerable our parks are.

And, the "public-private partnership" that the City Engineer has proposed does not in any way, shape or form, protect or preserve the current pristine nature of OUR Hamblen Park. Please know, I totally support the need for a water tower. I note that the proposal was originally to be constructed where the current water tower, and I still support that idea, despite the additional costs. I repeat, "what price beauty?"

Thank you for your consideration, as you continue to recognize the sacred trust the citizens of Spokane have embedded within you: the preservation and protection of our pristine parks within our city.

Sincerely,

Sandra J. Altshuler, Ph.D., LICSW

From:	Rick Dullanty
To:	Spokane Parks and Recreation; City Council Members and Staff
Subject:	Water Tower in Hamblen Park
Date:	Thursday, February 04, 2021 5:00:26 PM

#### [CAUTION - EXTERNAL EMAIL - Verify Sender]

The proposed location of Hamblen Park seems to be the least intrusive to the surrounding area of all the choices available. No matter where the Water Tower is located, it will have some impact. The question is to what degree can those impacts, whether they are perceived or real, can be mitigated. The farther away from residences, and the degree that the visual impacts of a water tank can be mitigated would work best or the entire area. Those that are objecting to the Hamblen area are suggesting that the City go back to its original site just east of Touchmark on 30<sup>th</sup>. In short, they are pitting neighbor against neighbor. The City should be able to locate the Water Tank where they deem it best to serve all the citizens of the city, and not give in to the parochial concerns of a few. That is why under the City's Comprehensive Plan there is section relating to the siting of Essential Public Facilities. As a trade off to those rights, the City is required to mitigate those impacts created when locating a tank in residential areas.

Hamblen Park by its nature and location serves one way to mitigate those visual impacts. It's farther away from residential use than the other sites. In addition the City has the ability of painting a mural on the tank to insure that it blends in with the surrounding area. The use of murals has been used all over the country as way of mitigating the visual impact of unsightly water tanks some of which are over 100' in height.

I have attached a link that shows various murals painted on water tanks. You can also just Google "water tank murals" as well. Painting a mural on a water tank is not inexpensive, but it is a cheap price to pay for the privilege of locating this type of infrastructure. The Hamblen Park location is ideal when coupled with a mural of the surrounding area.

Thanks you for your consideration.

https://www.google.com/search?q=water+tower+murals&client=firefox-b-1d&source=lnms&tbm=isch&sa=X&ved=2ahUKEwiggu6pt9HuAhWJhJ4KHUwVD18Q\_AU oAnoECBMQBA&biw=1280&bih=659#imgrc=9537rbMX9EdKYM

#### [CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello;

My husband and I own a townhouse in the Rockridge development on 30th Ave adjacent to the proposed 31st/Napa water tower project. As you know, this site has already been rejected once, but because of resistance from the Hamblen Park neighborhood is back on the table again. We are adamantly opposed to this idea. We purchased the townhouse for my 85 year old mother to live in, partly to get her off of the busy south hill street she was living on. The construction of the water tower, literally in her back yard (she is in 2008 - one of the end units), would completely disrupt her peace. She spent her entire summer of 2020 in that backyard, and the peaceful nature and fact that it borders the woods is one of the main reasons we bought the place for her. It was also an investment to be sold once my Mom has passed on. A backyard water tower would significantly reduce the property value, and this has us very concerned. There are many other, less personal, reasons why this would not be the best site for the water tower. Please forgive me for "copying and pasting," but Carol Tomsic of the Lincoln Heights Neighborhood Council has outlined them very well here:

"The city broadened its water tower site search because 31<sup>st</sup>/Napa had significant disadvantages including a necessity to remove large amounts of rock to create a level construction site and an inadequate area for construction staging which would have resulted in a substantial cost to the city's water customers. The city was not aware of the substantial rock removal when the permit was approved because the design and permit process were worked on concurrently.

The 31<sup>st</sup>/Napa site would require a pre-constructed tank to be dropped from the air and set atop the basalt rocks. Since that is not possible, the city would need to remove the existing basalt rock nob down 20-25 feet. The removal of the rock nob would severely impact the adjacent residents. The residents would have to endure the construction of a water tower along with the noise and upheaval of the basalt rock. The removal of the basalt rock nob would also substantially change the topography of the area.

Our council supported the residents in their opposition to the water tower at 31<sup>st</sup>/Napa. The water tower was less than 100 feet from the residences. The residents were proactive and vocal on the project. Their homes were designed and built to take advantage of the sunlight. The impact of the water tower on the residents included the loss of natural light, a perpetual shadow, and the loss of existing trails.

We believe the site of a water tower should be a fiscally responsible use of tax-payer dollars and not cause a disproportionately severe impact to residents nearby. The 31<sup>st</sup>/Napa site barely meets the criteria for vacant land and would result in high construction

### costs, substantial rock removal and is close to adjacent homes."

Please do not locate the water tower at the 31st and Napa site. The construction noise and impact would be devastating to my elderly mother and her neighbors (all of whom are well into their senior years), and the results would completely change the character of the neighborhood, as well as lowering our property values.

Thank you for your consideration,

Nancy Enz Lill & David Lilll

### [CAUTION - EXTERNAL EMAIL - Verify Sender]

The water tower at 31 & Napa would be very costly & have a negative impact on our property

Sent from my

#### [CAUTION - EXTERNAL EMAIL - Verify Sender]

----- Forwarded Message -----From: Henry Reimann <mhreimann@q.com> To: mayor@millwoodwa.us, andieclimb@gmail.com, lpitsnogle@srhd.org, aclark@srhd.org, afrench@spokanecounty.org, bbeggs@spokanecity.org, bwilkerson@spokanecity.org, bwick <bwick@spokanevalley.org> Sent: Sun, 07 Feb 2021 19:35:30 -0500 (EST) Subject: No Water Tower in Hamblen Park

Attention: City Council Park Board Committee Members,

We do not know what the requirements are for situating a new water, but

#### WHAT WE DO KNOW all that FOLLOWS:

•••We are opposed to any Water Tank in Hamblen Park

\*\*\*We just learned that Hamblen Park is conservation land. donated by a family to be used as such. The construction of a water tower (or any utilities) is incompatible with Hamblen's conservation status.

\*\*\*We have great concern about any group which would try to add anything commercial encroaching on park land, especially in regard to Hamblen Park which

is conservation land, and ESPECIALLY in exchange for money. Money can't buy everything, especially not the peace and solitude on open nature.

There is no other totally natural park like Hamblen anywhere near Hamblen, and offering to build another park somewhere nearby is MAN-MADE, not NATURE!!!

\*\*\*The sale of park land requires a public vote.

\*\*\*The impact of a water tower on Hamblen Park is being minimized by City engineering Services, by describing it as 6.71 acres) less that that 9 acres reported

by the City Engineer. (<u>https://static.spokanecity.org/documents/parks/park-maps/hamblen-park.pdf</u>), which would take nearly 1/3 of Hamblen Park...

AND the water tank construction would need to remove mature ponderosa Pine and other land and trees to be dug for the installation of transmission lines.

The footprint of the tower is by NO MEANS the totality of the IMPACT of the INTRUSION of such a UN-NATURAL THING in a place of Peaceful nature.

\*\*\*For all of the above reasons and all of the ones we'd written about before (see below), we urge the Park Board to exercise its authority in managing, protecting

and preserving park land for us the citizens of Spokane.

\*\*\*We, therefore, ask you to DENY THE CONSTRUCTION OF ANY WATER TOWER IN HAMBLEN PARK!

Whatever the increased cost of building a higher water tank elsewhere, it's worth it because it will be spread across many, many taxpayers and it's a one-time expenditure.

Taking away the trees, the paths, the wildflowers and bringing in an UGLY INVADER of the ugliest man-made, if necessary, structure TOTALLY degrades the former NATURAL AREA.

Instead of waiting until other land was gone or the cost thereof has increased, we elect our city officials to work on behalf of the citizens and look and plan ahead, not wait until it comes

down to the wire and levy pressure against the clear will of the people, who do not to WANT to have a water tank built in Hamblen Park.

Other reasons follow here below:

The park serves children and families from all around the neighborhood and beyond.

A friend drove all the way from the West Plains to walk with me there in the early days of the pandemic. The salsify was in full bloom, and we both couldn't believe just how beautiful it

was to walk through and criss cross all the various paths, which clearly show regular use. We were not alone. There were several other small groups walking in the park at the same time.

There is something ODIOUS about walking near or under a water tank. More thank ever in this time of pandemic and being closed off, we need places of PEACE to refresh and renew.

The proposed Water Tower would NEGATIVELY affect the whole environment for everyone.

Concerns: Destruction of natural habitat well established for the 40+ years we've been here

a possible covenant on the park's donation but, according to the parks department, there are no codes, covenants or restrictions associated the with Hamblen Park property deed that would prohibit the construction of a water tower.

EVEN SO, a donation however many years ago certainly did not/could not take into account the possibility of a future water tower being built there, nor its drawbacks:

\*\*\*natural area greatly reduced and overshadowed by a man-made structure hovering above!!!

It would almost feel like space ship menacing the walkers below. No amount of replanting could replace the original that is so appealing in Hamblen Park now.

\*\*\*reduction of and lack of continuity to the existing space.

\*\*\*introduction of cell phone towers, which many believe send out harmful radio waves

\*\*\*notable reduction to the serenity and solitude (aesthetics) of the park

\*\*\*no matter what the city would erect, there would be graffiti, and then a need to paint it over, which would involve

bringing in city or other hired vehicles, again disrupting the serenity of the Natural Area.

- \*\*\*in addition to the graffiti, there certainly could be other vandalism brought in due to a reported lack of fence, and how high and ugly would such a fence have to be, IF .....
- \*\*\*not to mention some kind of vehicle access to get to the water tower, cutting out more area and facilitating more vehicles or more fences.
- \*\*\*there is simply NOTHING that the City Park Department could do do offset the loss of ALL of the above.

When we moved in to our house in Dec. 1977, we inherited a water tower directly across the street. Many changes have occurred there, but it was and is city property designated especially for and only for the water tower. And YES, the cell phone towers have invaded, but there is no other real change, except a small city brick building. Aesthetically, it has remained the same for almost 43 years. Oh, and there's one more thing: the water tower across the street from our house is on higher ground than the surrounding area. Hamblen Park is essentially FLAT.

Finally, we IMPLORE you to honor the wishes of the people who donated the land,

honor this very special, UNIQUE park in all of The South Hill

honor the wishes of the citizens who take the time to express for themselves and for all the people who want to keep Hamblen Park as it is now,

but do not or cannot take time or have energy or think it matters that they find a way to express their own wishes to maintain the status quo,

honor the FACT that Hamblen Park can or will NEVER, NEVER be what it is now, if the councils do not take the money and find another location.

honor the FACT that there are TRULY, TRULY other sites that would serve the South Hill water storage and supply needs as well, if not better, not

disturb nature and YES, cost a bit more for each taxpayer over time

Thank you in advance for seriously considering, ALL of the above reasons, for NOT constructing a water tower at Hamblen Park and seeing that nature is disappearing everywhere.

THIS IS THE TIME to spend a bit more for another site, PRESERVE the serenity of Nature, which helps even the people who just drive by Hamblen Park, and certainly helps all of Spokane!

From:	Heather Stewner
To:	<u>Clarke, Pamela</u>
Subject:	Objection to Hamblen High tower water tank
Date:	Wednesday, February 10, 2021 4:41:13 PM

#### [CAUTION - EXTERNAL EMAIL - Verify Sender]

Thank You to Parks Board for continuing to do your research on the Hamblen Park Water tower. I do implore you however to think about Our Neighborhood Park, Hamblen. It is a donated Conservation Park with over 70 years of existence. Moving here over 12 years ago you can see how much it's used now, especially since Covid 19 pandemic. Many more trails have been worn into its surface by citizens that don't fully understand that riding your bike off trail creating your own trail damages the wildflower growth. I do use it as a sign that all people are their to enjoy the space how they want. It's specialness is beyond words into the renewing Spirit aspect of our lives. I see how many families have used Hamblen to spend time together, walking, playing in the snow, enjoying a picnic. Their is nothing more energizing to me than that early morning walk through the park. Walking in the peacefulness of Hamblen is it's own meditation taking in the beauty, birds singing, dogs loving walking their owners at their pace, friends talking, walking enjoying themselves on their morning use. I know the Water Department backed themselves into a hard place waiting for 10 years to build their water tank. They are now scrambling to pressure the Parks Board to bend to their needs. Now using their influence to make sure that Hamblen is the ONLY place to put the tower. "Affects more people less", meets all criteria that is needed plus is owned by City making it the most inexpensive option. Except it's OUR NEIGHBORHOOD PARK. Wanting the Parks Board to uphold your own reason for being. Responsible for professional maintenance and caretaking of all Parks. This is our neighborhood park, I know the discussion would not have gotten this far if we were talking about Manito Park. We have a very small park. Putting a 100' water tower dwarfing the trees leaving what is left shrouded in the shade of the tower all winter how will the rest of trees exist? Plus hooking up the lines to pipes will disturb all the ground putting wildflowers on the extinction list. Hamblen has a wide array of wild flowers not found anywhere else in Spokane.

I know utilities came up with a plan to use their land that they originally bought to put tower on acting like they came up with a trade off for Hamblen. Neighbors that were involved in the expansion of Touchmark and the addition of Greenstone's Garden District. Both entities had Public access to limited walking space for Touchmark, Greenstone talking about dog park and other area. It made sense to neighbors because they were adding over 450 units adding minimum of 1000 more people. That is a low ball figure as family units have more than 2 people. We need both areas for a growing population.

I was told by a City Council person "You just don't want to see a water tower ". No it's all about saving our Conservation Park as to the reason it was donated, to stay as is. By the way I see from my yard the water tower at 37 th and Altamont, this is about Park Board keeping Hamblen intact.

Thank You Heather Stewner

#### [CAUTION - EXTERNAL EMAIL - Verify Sender]

#### Good afternoon Pamela,

I may not be able to attend the meeting so here is my last letter regarding the project.

In reading the recent letters the arguments seems to be becoming more and more personal, and less on the technical reasons that the tower shouldn't be there.

It is hard to imagine that the size of the tower and location is going to destroy the entire park space. Nor can I see how it is going to contribute to an increase in crime. If there is destruction to the foliage wouldn't that be a good opportunity for the neighbors to gather to replant some areas with native plants, and restore the nature of the park.

I understand that change can be frightening and unsettling, but I also believe that we have a responsibility to care for each other. Our community continues to grow and that puts more demands on our services and on us.

I continue to support the location of the water tower to be in Hamblen Park.

Thank you.

Marcia & Charles M