



## City of Spokane Park Board Land Committee Meeting

3:30 p.m. Wednesday, Aug. 5, 2020

WebEx virtual meeting

Call in: 408-418-9388

Access code#: 146 338 9115 Password: fQt4kfAnm85

Al Vorderbrueggen – Operations Director

### **Committee Members:**

Greta Gilman – Chair

Sally Lodato

Jennifer Ogden

Notice is hereby given that, pursuant to Gov. Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until the termination of the COVID-19 State of Emergency or 11:59 p.m. Sept. 1, 2020, which ever occurs first.

The special meeting of the City of Spokane Park Board Land Committee will be held virtually via WebEx teleconferencing at 3:30 p.m. Wednesday, Aug. 5. The public will be able to listen to the meeting by calling 408-418-9388 and enter the access code 146 388 9115 when prompted. Written public comment may be submitted via email or mail. Comments must be received no later than 12 p.m. Aug 5 by email to <mailto:spokaneparks@spokanecity.org> or mail to: Park Board Land Committee, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

## **Agenda**

**Call to order** – *Greta Gilman*

**Public comment** – *Greta Gilman*

### **Action items:**

None

### **Discussion items:**

1. Dutch Jakes Park – ERRG - Deductive Change Order #4 – Nick Hamad
2. High Drive Bluff Trail Names – Angel Spell
3. Upriver Park Avista Agreement – Nick Hamad
4. Hamblen Park Reservoir – Dan Buller

### **Standing reports:**

1. Parks report – Al Vorderbrueggen
2. Park Planning Update – Nick Hamad

### *Agenda Subject to Change*

**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. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [erahrclerks@spokanecity.org](mailto:erahrclerks@spokanecity.org). 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.

# Spokane Park Board

## Briefing Paper



<b>Committee</b>				
<b>Committee meeting date</b>				
<b>Requester</b>				
<b>Requester phone number</b>				
<b>Type of agenda item</b>	Consent	Discussion	Information	Action
<b>Type of contract</b>	New	Renewal/extension	Amendment/change order	Other
<b>City Clerks file</b> (OPR or policy #)				
<b>Item title:</b> (Use exact language on the agenda)				
<b>Begin/end dates</b>	Begins:	Ends:	Open ended	
<b>Impact if not approved at this time</b>				
<b>Background/history:</b>				
<b>Recommendation/motion wording:</b>				
<b>Approvals/signatures outside Parks:</b>	Yes	No		
If so, who/what department, agency or company:				
Name: _____ Email address: _____ Phone: _____				
<b>Distribution:</b>				
Parks – Accounting		_____		
Parks – Pamela Clarke		_____		
Requester: _____		_____		
Grant Management Department/Name: _____		_____		
<b>Fiscal impact:</b>	<b>Expenditure</b>	<b>Revenue</b>		
Amount:		Budget code:		
<b>Vendor:</b>	Existing vendor	New vendor		
<b>Supporting documents:</b>				
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)		
Business license expiration date:		Insurance Certificate (min. \$1 million in General Liability)		

CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT  
CHANGE ORDER NO.

NAME OF CONTRACTOR:

PROJECT TITLE:

CITY CLERK CONTRACT NUMBER:

=====	
<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT</u>
Item 1:	\$
Item 2:	\$
Item 3:	\$
Item 4:	\$
Item 5:	\$

=====

**TOTAL AMOUNT:     \$**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$
CURRENT CONTRACT AMOUNT	\$
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$
<b>REVISED CONTRACT SUM</b>	\$

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	
CURRENT COMPLETION DATE	
<b>REVISED COMPLETION DATE</b>	

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

City Approval: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk Attest: \_\_\_\_\_

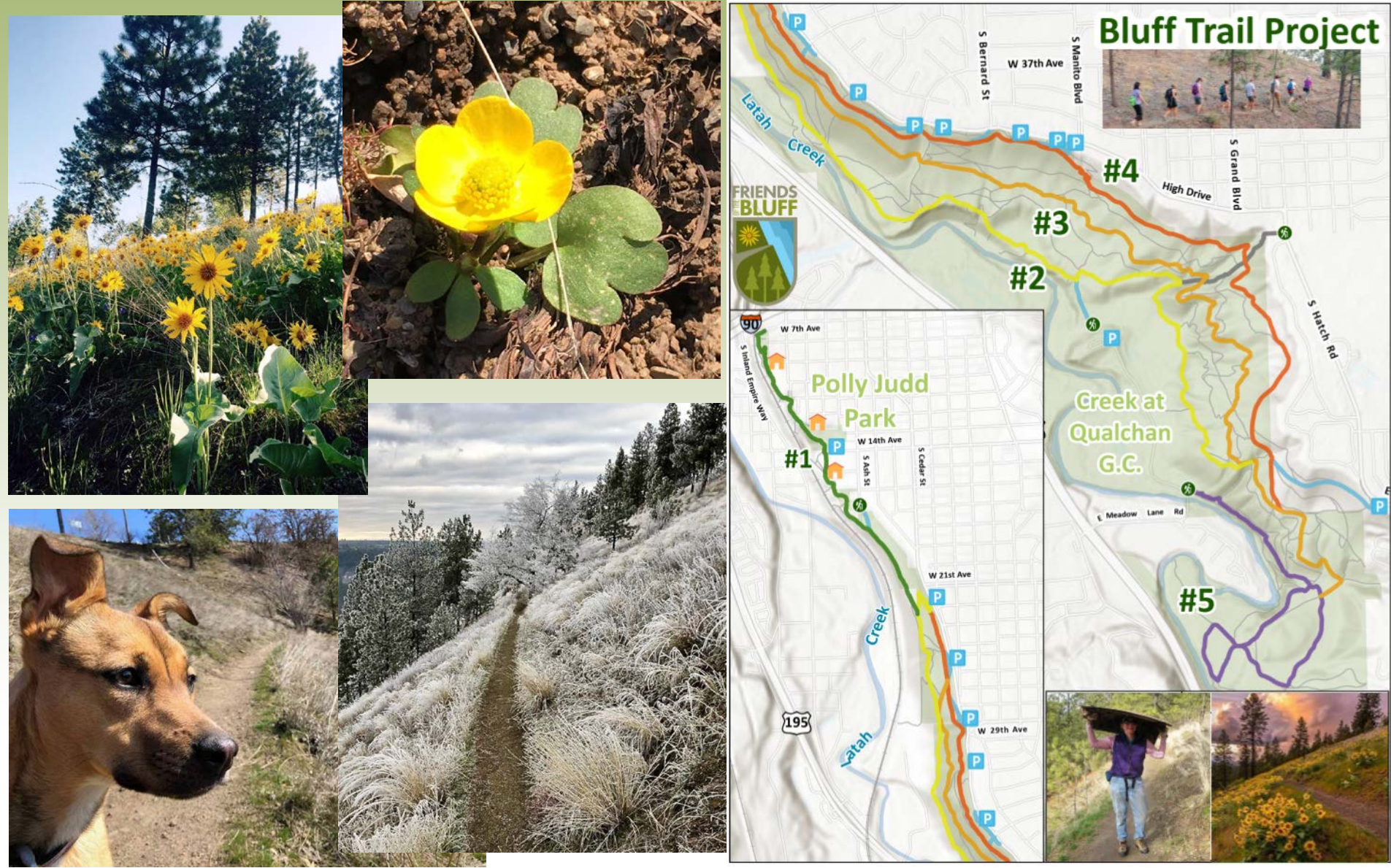
Date: \_\_\_\_\_

Pre-Approved as to form: Pat Dalton, Assistant City Attorney

Engineering Remediation/Resources Group Inc				Change Order Proposal				7		Date: 7/29/20		
Name of Project:				Dutch Jakes Park Renovation								
ITEM	DESCRIPTION	QUANT	U/M	UNIT PRICE				LABOR	MATERIAL	EQUIP	SUBS	TOTAL
				Labor	Matl	Equip	Subs					
	Mulch Installation											
1	P.M. Hours for C.O. Preparation	4	HR	\$59.30	\$0.00	\$0.00	\$0.00	\$237.20	\$0.00	\$0.00	\$0.00	\$237.20
2	Remobilization/Travel (Deduction)	(1)	LS	\$0.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	(\$6,500.00)	(\$6,500.00)
3	Onsite Supervision (Deduction)	(24)	HR	\$59.30	\$0.00	\$0.00	\$0.00	(\$1,423.20)	\$0.00	\$0.00	\$0.00	(\$1,423.20)
4	Remove Mulch (Deduction)	(1)	LS	\$2,502.84	\$0.00	\$2,553.20	\$2,240.00	(\$2,502.84)	\$0.00	(\$2,553.20)	(\$2,240.00)	(\$7,296.04)
5	Install New Base Rock (Deduction)	(1)	LS	\$2,502.84	\$969.90	\$2,553.20	\$0.00	(\$2,502.84)	(\$969.90)	(\$2,553.20)	\$0.00	(\$6,025.94)
6	Playground Surfacing Installation (Deduction)	(1)	LS	\$0.00	\$0.00	\$0.00	\$90,753.22	\$0.00	\$0.00	\$0.00	(\$90,753.22)	(\$90,753.22)
SUBTOTAL								(\$6,191.68)	(\$969.90)	(\$5,106.40)	(\$99,493.22)	(\$111,761.20)
A & E Design				0.00%	NA							\$0.00
Sales Tax				8.90%				(\$551.06)	(\$86.32)	(\$454.47)	(\$8,854.90)	(\$9,946.75)
Overhead and Fee - Labor				0.00%				\$0.00				\$0.00
Overhead and Fee - Equipment, Materials, Subs				0.00%					\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL												(\$121,708)
B & O Taxes				0.484%								(\$589.07)
Bond & Insurance				4.00%								(\$4,868.32)
TOTAL COST PROPOSAL												(\$127,165)
Deductive Change Order Proposal to remove playground surfacing installation from the contract												
Prepared By:		Spencer Slominski		Approved By:								

# High Drive Bluff Trail Names

Land Committee – August 5, 2020

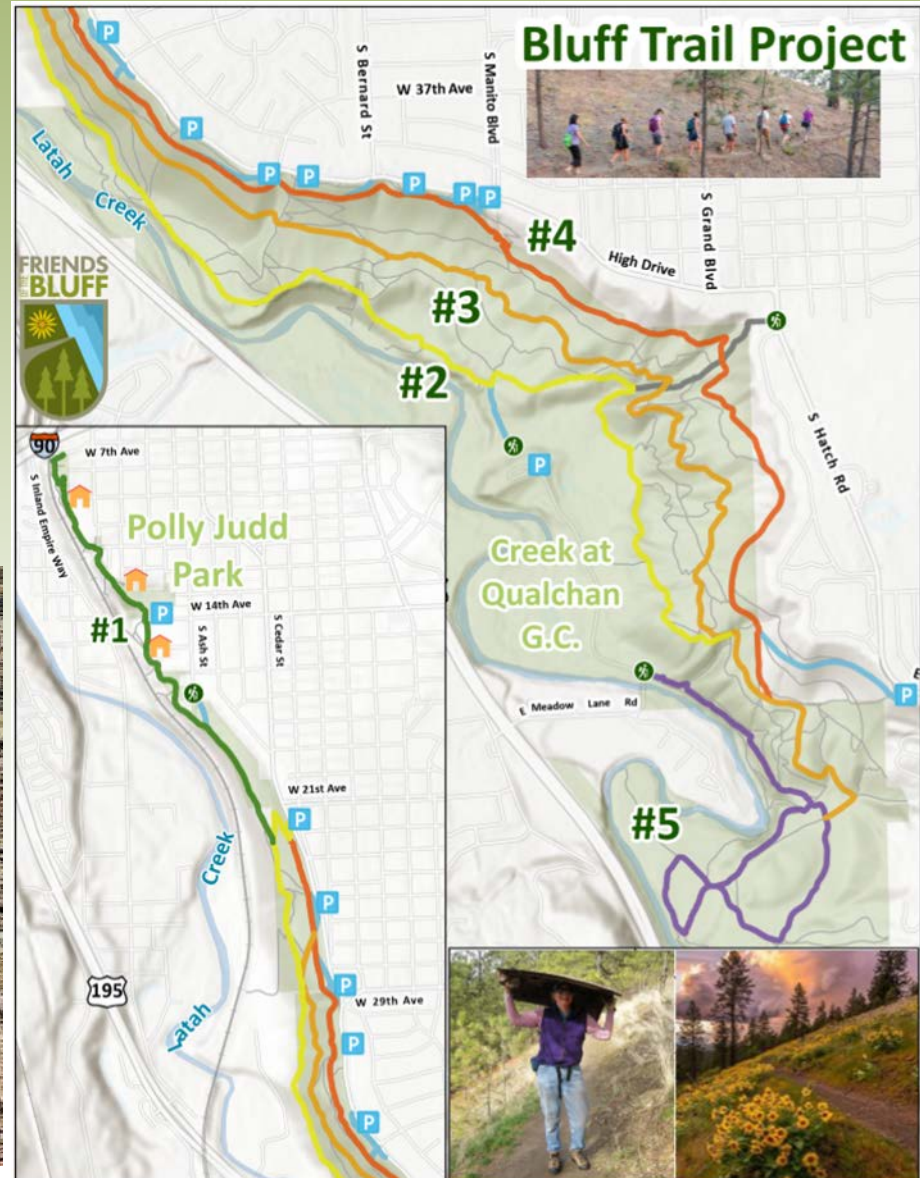


# High Drive Bluff Trail Names

Land Committee – August 5, 2020

## Friends of the Bluff public outreach

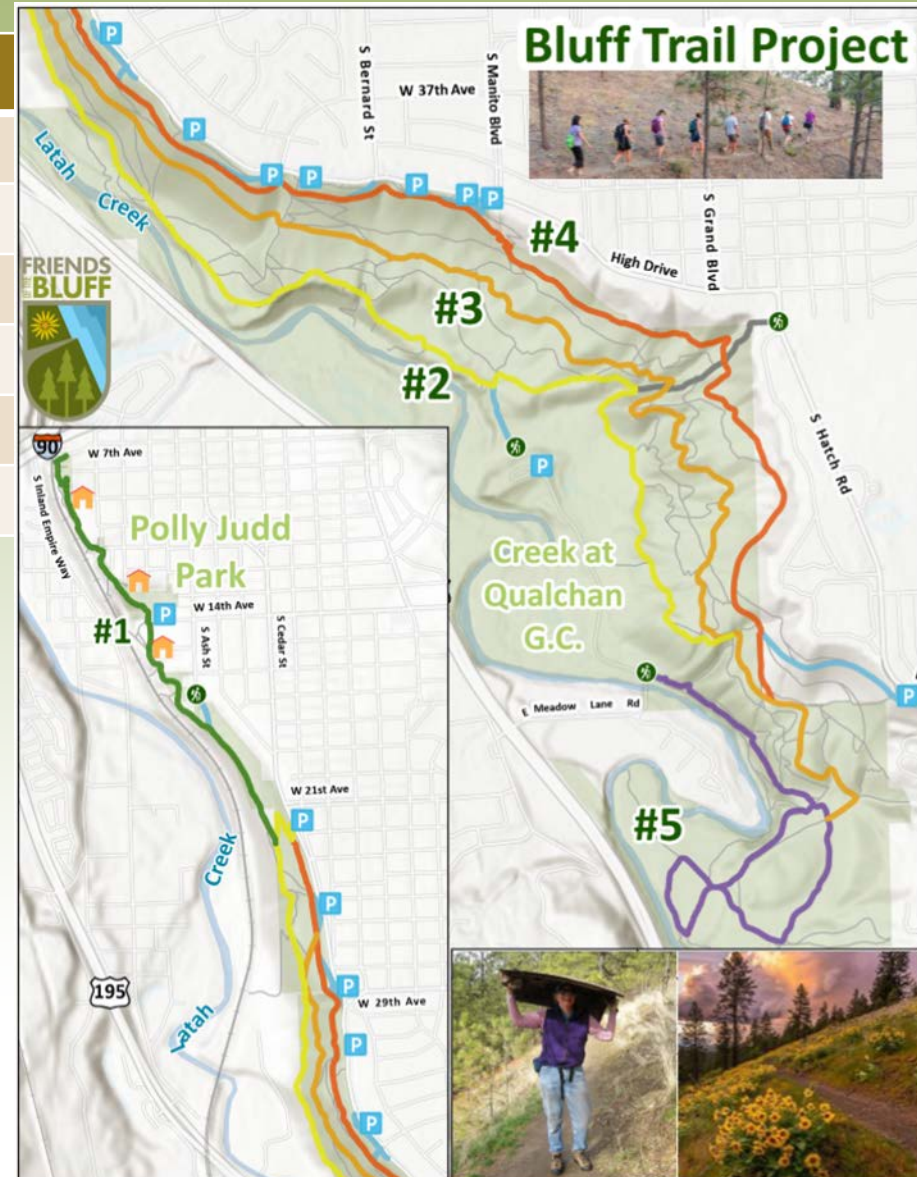
- Open house for bluff trail users
- Great Outdoor Expo booth
- Survey Monkey
- Facebook engagement
- Board of Directors met twice to refine and rank suggested names
- Reviewed by SPRD staff



# High Drive Bluff Trail Names

Land Committee – August 5, 2020

#	Color	Preferred Name	Strong Alternate
1	Green	Railroad Vista	Polly Judd Trail
2	Yellow	Creekside Trail	Buttercup
3	Lt Orange	Huck's Trail	Balsamroot
4	Dark Orange	Murungu's Trail	-----
5	Lavender	Qualchan Loop	Creekside Loop
6	Gray	Rocket Gulch	Aspen Trail



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee		
<b>Committee meeting date</b>	August 5, 2020		
<b>Requester</b>	Nick Hamad		
<b>Requester phone number</b>	509.363.5452		
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input checked="" type="radio"/> Information <input type="radio"/> Action		
<b>Type of contract</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/extension <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file (OPR or policy #)</b>			
<b>Item title: (Use exact language on the agenda)</b>	Upriver Park Reciprocal Easement Agreement		
<b>Begin/end dates</b>	Begins:	Ends:	<input checked="" type="checkbox"/> Open ended
<b>Impact if not approved at this time</b>			
<b>Background/history:</b> Avista Utilities is interested in developing 'Upriver Park', directly adjacent Avista's corporate campus on vacated city street right of way which abuts City park property and currently includes the centennial trail. A portion of the property proposed to be included in the park and maintained by Avista Utilities is owned by the Spokane Parks and Recreation Division. City Parks and Avista Utilities desire the proposed park be consistent with other city parks aesthetically and functionally.  Reciprocal easements on both the privately and publicly owned portions of the project area are required prior to vacation of the Upriver Drive Right-of-Way and commencement of construction.			
<b>Recommendation/motion wording:</b>			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: <u>Avista Utilities</u> Email address: _____      Phone: _____			
<b>Distribution:</b> Parks – Accounting _____ Parks – Pamela Clarke _____ Requester: <u>Nick Hamad</u> _____ Grant Management Department/Name: _____			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____      Budget code: _____			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Spokane  
Attn: Clerk  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

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(space above this line for Recorder's use)

## **RECIPROCAL EASEMENT AGREEMENT**

This Reciprocal Easement Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between Avista Corporation, a Washington Public Utility Corporation ("Avista") and City of Spokane Parks and Recreation ("Parks"), hereinafter collectively referred to as the "Parties."

Whereas, 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;

Whereas, Avista is requesting the vacation for the limited purposes of developing Upriver Park (the "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;

Whereas, Avista proposes to develop the Park contiguous to the Spokane River and Centennial Trail, with overlooks, plazas, and interpretive signs;

Whereas, the development of additional park land within the City of Spokane along the Spokane River corridor is consistent with Parks goals and objectives;

Whereas, privately owned and maintained park facilities, when permanently open for public use, increase the level of park services provided to the citizens of Spokane;

Whereas, 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;

Whereas, 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, legally described as follows ("Avista Property"):

Those portions of Upriver Drive between Mission Avenue and North Center Street, vacated by City of Spokane Ordinance No. \_\_\_\_\_, and all other property owned by Avista lying between said vacated right-of-way and the Spokane River;

WHEREAS, Parks owns certain property that is contiguous to the Avista Property, the legal description of which is set forth and described in Exhibit "A", and the abbreviated legal description and tax parcel number of which is as follows ("Park Property"):

[abbreviated legal and parcel #]

WHEREAS, Upriver Park shall be comprised of the Avista Property and the Park Property (the "Park Area"), said Park Area being depicted on Exhibit "B" hereto;

WHEREAS, the Parties desire to enter into this Reciprocal Easement Agreement under which the Parties will exchange non-exclusive easements covering the Park Area obligating Avista to construct, operate, maintain, repair, and replace certain improvements to the Park, and granting the Parties certain reciprocal rights 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 is hereby acknowledged by each of the parties, it is agreed as follows:

1. All of the recitals set forth hereinabove are incorporated herein by this reference as though fully set forth below.

2. Avista and Parks hereby grant and convey to the other and reserve to themselves perpetual non-exclusive easements on, over and across Park Area as described and depicted herein, subject to the following terms and conditions:

A. Avista shall, at no cost or expense to Parks, design and construct the Park, all as depicted on Exhibit "C". Such design and construction shall be done in accordance with all applicable Federal, State, and local laws and regulations.

B. Avista shall, at no cost or expense to Parks, maintain, repair, and/or replace the Park and the improvements portrayed on Exhibit "C" at the same frequency and quality as is performed on Avista's other park property. [Anything specific to the Centennial Trail?]

C. 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 boundaries, 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.[Any rules or regulations regarding use of the Park?]

D. Time is of the essence under this Agreement and the Parties anticipate that Avista will complete the improvements described herein above no later than \_\_\_\_\_.

3. Except as otherwise provided in this Agreement, 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 Agreement.

4. 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 Agreement shall be binding upon the successors, heirs, and assigns of the parties hereto.

5. Avista shall, at its sole expense, obtain and keep in force throughout the term of this Agreement 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 Agreement.

6. Parks shall, at its sole expense, obtain and keep in force throughout the term of this Agreement 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 Agreement.

7. Avista shall indemnify, defend, and hold the City of Spokane 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.

8. 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 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 Parks' employees, agents, or contractors.

9. In the event legal action is instituted to enforce or interpret the terms of this Agreement 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 9, the term "action" shall be deemed to include any arbitration proceeding or any 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 Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

10. 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.

PARKS:

City of Spokane, Park Board  
Attn: Parks and Recreation Director  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Email: \_\_\_\_\_

AVISTA:

Avista Corporation  
Attn: Meghan Lunney  
1411 E. Mission Ave., MSC-8  
Spokane, WA 99252  
Email: todd.colton@avistacorp.com

With a copy to:  
Attn: Todd Colton  
1411 E. Mission Ave., MSC-8  
Spokane, WA 99252  
Email: todd.colton@avistacorp.com

The foregoing addresses may be changed by written notice to the other party as provided herein.

11. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Park. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Agreement may not be assigned without the written consent of both of the Parties, which consent will not be unreasonably withheld.

Dated as of the day and year first above-written.

CITY OF SPOKANE, PARK BOARD

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

AVISTA CORPORATION, A  
WASHINGTON PUBLIC UTILITY  
CORPORATION

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

Attest:

Approved as to form:

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

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

[NOTARY BLOCKS]

**Exhibit “A”**

Legal Description of Park Property

**Exhibit “B”**

Map of Park Area

**Exhibit “C”**

Park Improvements to be Constructed and Maintained by Avista