



Spokane Park Board Land Committee

3:30 p.m. Wed., Oct. 04, 2023

In-person: Liberty Park Library Conference Room,
402 South Pittsburgh Street, Spokane WA 99202

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2481 950 3950
Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair
Sally Lodato
Hannah Kitz
Kevin Brownlee
Doug Kelley

The Land Committee meeting will be held in-person in the **Spokane Public Library at Liberty Park, Conference Room - 402 South Pittsburg Street, Spokane, WA 99202** and virtually via WebEx at 3:30 p.m. Wednesday, Oct. 04, 2023. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2481 950 3950**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Oct. 04 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Shamrock Paving, Inc. Change Order #1 / Susie's Trail Pedestrian Pathway \(\\$6,317.14 plus tax\)](#) – Nick Hamad
2. [Bacon Concrete, Inc. Change Order 1 / Wildhorse Park playground renovation project \(\\$16,137.00 plus applicable taxes\)](#) – Berry Ellison

Discussion Items:

1. Rockwood Triangle maintenance – Melissa Schade
2. [Grant Park Access Easement / Grant Park \(\\$ Revenue\)](#) – Patty Kells / Nick Hamad

Unfinished Business Items:

Standing Report Items:

Adjournment

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. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: October 4, 2023	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	OPR 2023-0547		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal B, Obj. 2	Master Plan Priority Tier: (pg. 171-175)	Third
Item title: (Use exact language noted on the agenda)	Shamrock Paving, Inc. change order #1 / Susie's Trail Pedestrian Pathway (\$6,317.14 plus tax)		
Begin/end dates	Begins: 08/01/2023	Ends: 11/29/2024	<input type="checkbox"/> 06/01/2525
Background/history: Change order #1 for the Susie's Trail to respond to varying on-site conditions. Changes include: -Omit curb replacement & associated work along Woodland Boulevard -Install new curb along 'D' Street to meet city standards -Install (1) new ADA curb ramp near W. Trinity Place -Supply & install additional fill to ensure pathway meets ADA slope requirements			
Motion wording: Move to approve Shamrock Paving, Inc. change order #1 for the Susie's Trail Pedestrian Pathway project in the amount of \$6,317.14 (plus tax).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Shamrock Paving, Inc. Name: Scott Willms Email address: Scottw@shamrockpaving.us Phone: n/a			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich tprince@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$6,317.14 Budget code: 1950-54920-94000-56301-48090			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 328-031-141 Business license expiration date: 12/31/23 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: SHAMROCK PAVING, INC.

PROJECT TITLE: SUSIE'S TRAIL PEDESTRIAN PATHWAY

CITY CLERK CONTRACT NUMBER: OPR 2023-0547

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<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
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Credit to Omit Curb Removal & Replacement.....	\$ (23,889.60)
Credit to Omit landscape repair along curb.....	\$ (1,200.00)
Install new curb along 'D' Street.....	\$ 5,616.00
Supply & Install Additional Pathway Fill.....	\$ 20,765.74
Construct (1) additional ADA Ramp near W. Trinity Pl.....	\$ 8,575.00

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TOTAL AMOUNT: \$6,317.14

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 194,076.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 194,076.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 6,317.14
REVISED CONTRACT SUM	\$ 200,393.14

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	05/01/2024
CURRENT COMPLETION DATE	05/01/2024
REVISED COMPLETION DATE	05/01/2024

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City

Clerk Pre-Approved as to form: James Richman, Assistant City Attorney

Hamad, Nicholas

From: Cody Rettke <codyr@shamrockpaving.us>
Sent: Tuesday, September 26, 2023 6:57 AM
To: Light, Michael
Cc: Hamad, Nicholas
Subject: RE: Susie Stephens Trail - Substantial Completion Letter

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Mike-

Updated. I split the difference on the additional fill and then revised the curb credit \$5/LF to account for the air spading that I had figured that we didn't do. Let me know if that works. Thanks,

Cody Rettke
Cell - 509 385-3303
codyr@shamrockpaving.us

Description	UOM	QTY	Unit Price	Total
Curb Credit R&R Curb	LF	420	\$ 56.88	\$(23,889.60)
Install New Curb	LF	117	\$ 48.00	\$ 5,616.00
Additional Fill	TON	353.64	\$ 58.72	\$ 20,765.74
Additional Ramp	EA	1	\$ 8,575.00	\$ 8,575.00
Landscape Credit	LS	1	\$(4,750.00)	\$(4,750.00)
				\$ 6,317.14

Spokane Park Board

Briefing Paper



Committee	Land			Committee meeting date: Oct 4, 2023
Requester	Berry Ellison		Phone number: 509.625.6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other			
City Clerks file (OPR or policy #)	2023-0592			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj. 1	Master Plan Priority Tier: (pg. 171-175)	First	
Item title: (Use exact language noted on the agenda)	Bacon Concrete, Inc. Change Order 1 / Wildhorse Park playground renovation project (16,137.00 plus applicable taxes)			
Begin/end dates	Begins: 09/01/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525	
Background/history:				
<p>This change order consists of the following added improvements:</p> <p>Item 1: Add earthworks and asphalt path to connect park to pedestrian overpass.</p> <p>Item 2: Upgrade Irrigation Heads</p> <p>Item 3: Omit 1gal and 5 gal plants (credit of \$576.00)</p> <p>No Charge: Added Tree protection and 15cy of Playground wood mulch</p>				
Motion wording:				
Move to approve Bacon Concrete Change Order 1 for Wildhorse Park Playground Renovation Project in the amount of \$16,137.00 plus applicable taxes.				
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No				
If so, who/what department, agency or company: Bacon Concrete, Inc				
Name: Greg Bacon		Email address: greg@baconconcrete.com		Phone: 509 924-3900
Distribution:				
Parks – Accounting		nhamad@spokanecity.org		
Parks – Sarah Deatrich				
Requester: Berry Ellison				
Grant Management Department/Name:		tprince@spokanecity.org		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue				
Amount:		Budget code:		
\$16,137.00 (plus applicable taxes)		1950-54920-94000-56504-4802 (Park Capital Funds)		
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor				
Supporting documents:				
<input checked="" 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 checked="" type="checkbox"/> UBI: 601398658 Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: Bacon Concrete, Inc

PROJECT TITLE: Wildhorse Park Playground Renovation Project

CITY CLERK CONTRACT NUMBER: 2023-0592

<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
Item 1: Add earthworks and asphalt path.	\$ 16,160.00
Item 2: Upgrade Irrigation Heads	\$ 553.00
Item 3: Omit 1gal and 5 gal plants	(\$ 576.00)

TOTAL AMOUNT: \$16,137.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 142,000.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 142,000.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 16,137.00
REVISED CONTRACT SUM	\$ 158,137.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	12/31/2023
CURRENT COMPLETION DATE	12/31/2023
REVISED COMPLETION DATE	N/A

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

City of Spokane
Parks & Recreation Division
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6200

ACCESS EASEMENT

This Access Easement (“Easement”) is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington (“City” or “Grantor”), and DARREN L. CHU, a Washington limited liability company; dealing in his sole property (“Grantee”), hereinafter jointly referred to as “Grantee”.

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Number 35204.2604 which is more fully described in Exhibit “A” attached hereto (“Park Property”); and having an abbreviated legal description as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.

WHEREAS, Grantee owns certain real property known as Spokane County Parcel Number 35204.2628, which is more fully described on Exhibit “B” attached hereto (“Benefitted Property”); and

WHEREAS, Grantee has requested an easement for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel, over a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”); and

WHEREAS, Grantee has requested an easement to facilitate the installation, operation and maintenance for a private walkway access to the northern portion of their parcel, using a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”).

NOW, THEREFORE, in consideration of (TBD), the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantee a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing access ingress, egress and landscaping (the "Access Easement"), and over, through, and across those portions of the Park Property described in Exhibit "A" for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel (the "Access Easement"), and for no other purposes. Collectively, the Access Easement may be referred to hereinafter as the "Easement".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantee(s), at all times, to enter the Access Easement for the purpose of a required secondary egress and landscaping from the building to their northern portion of their parcel a required secondary egress from the building to their northern portion of their parcel to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

B. **Director Permission Required.** Grantee(s) shall not install or replace any such improvements in the Easement until plans for the same have been reviewed and approved in writing by the Director of Parks and Recreation. Except as expressly provided herein, Grantees shall not use the Easement for any other purpose(s) without the express written permission of the Director of Parks and Recreation.

3. **Non-Exclusive.** The Easement granted herein shall be non-exclusive.

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easement. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easement, Grantee(s) shall restore Park Property and Grantor's surrounding property to the

condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement area.

C. Prior to the commencement of construction or maintenance activities within the Easement, Grantee(s) shall provide a minimum 14-day notice to Grantor of planned work. Grantee(s) shall call 509.625.6200 and request to be directed to appropriate City staff for coordination of construction or maintenance activity.

D. Grantee(s) shall construct and maintain all improvements within the Easement to the standards required by all authorities having jurisdiction. Access improvements shall include a hard surfaced walkway/access, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

E. Grantees are responsible for obtaining all required approvals and permits for any activity Grantees undertake within the Easement.

F. Neither Grantee(s), nor their successors or assigns shall be permitted to erect or place any gates, fencing, access controls, accessory structures, building encroachments, or other improvement(s) within the Easement or on Park Property which may limit public access to the Park Property or reduce the area of Park Property available to the public.

5. Successors. The agreements contained herein and the rights granted hereby shall run with the title to the easement areas and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

6. Miscellaneous Provisions.

A. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easements.

B. Each individual executing these easement on behalf of Grantee(s) represents and warrants that they are duly authorized to execute and deliver this Easement on behalf of Grantee(s) in accordance with a duly adopted resolution of Grantees' board of directors or in accordance with Grantees' bylaws (if applicable), and that this Easement is binding upon Grantee(s) and its successor's and assigns, in accordance with its terms.

C.(??) The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall purchase and install on Park Property a minimum of 1 new tree for each tree removed to construct improvements. Replacement tree type and size shall be selected mutually between Grantees and City Urban Forestry staff.

7. Indemnification. Grantee(s) shall defend, indemnify, hold and save the Grantor harmless from any activity, work or thing done, permitted or suffered by Grantee(s) in or about the Access Easement, except to the extent such claim resulted from the act or omission of Grantor in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Grantee(s), its agents or contractors.

8. Insurance. At all times during the term of this Easement, Grantee(s) shall maintain in force at its own expense, General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this lease. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Lessee's occupancy of the premises under this lease; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Lessee or its insurer(s) to the City.

As evidence of the insurance coverages required by this Easement, the Grantee(s) shall furnish acceptable insurance certificates to the City at the time the Grantees returns the signed Easement. The certificate shall specify all of the parties who are additional insured, will include applicable policy endorsements, will include the 30 day cancellation clause, and will include the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Grantees shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Dated this _____ day of _____, 2023.

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

GRANTEE:

DARREN L CHU

By: _____
Its: _____

Darren L Chu

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that GARRETT JONES and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Notary Public in and for the State of

Washington, residing at Spokane.

Appointment expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, DARREN L CHU signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as the
PROPERTY OWNER
(Position/Title)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument,
on oath state that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument, on oath state that he is authorized to execute the instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

Exhibit A

Legal Description and Depiction of City Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.



Exhibit B

Legal Description and Depiction of Grantees's Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43 THE NORTH 50 FEET OF LOTS 23-24 BLOCK 1; TOGETHER WITH THE SOUTH 10 FEET OF LOT 1 BLOCK 1 OF COOK AND BYERS ADDITION.

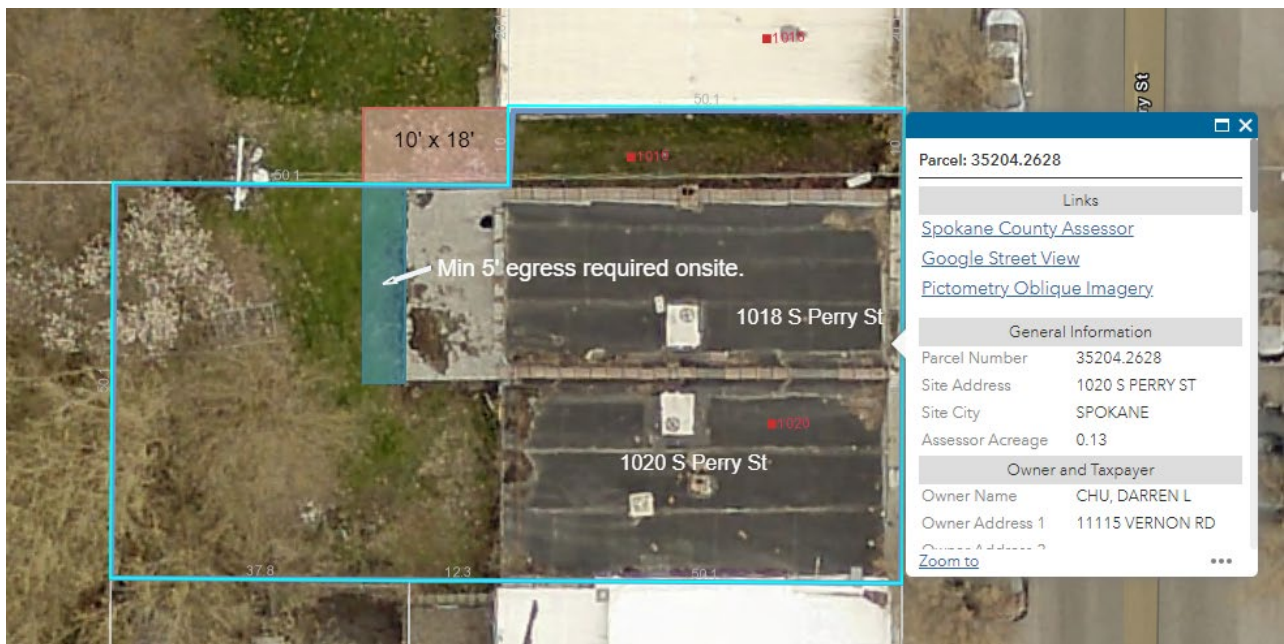


Exhibit C

Legal Description and Depiction of Access Easement

