

City of Spokane Park Board Land Committee Meeting

August 5, 2020 – 3:30 p.m. WebEx teleconference meeting Al Vorderbrueggen – Park Operations Director

Committee Members:

X Gilman, Greta – ChairX Lodato, SallyX Ogden, Jennifer

Park Board: Bob Anderson

Parks Staff: Fianna Dickson Angel Spell Nick Hamad Garrett Jones Carl Strong Al Vorderbrueggen **Other City Staff:**

Dan Buller Kyle Twohig Katherine Miller James Richman

Guest(s):

SUMMARY

- The Committee reviewed ERRG (Engineering Remediation Resources Group) change order #4, a deductive change order for eliminating poured in place playground surfacing, the funds will be unencumbered and the contract closed.
- The High Drive Bluff Trail Names were reviewed, the committee reviewed the recommended names, and selection will be made at a later date.
- Upriver Park Avista Reciprocal Easement Agreement was presented for review, Avista is developing their corporate campus including vacated city street land adjacent to park property, a portion of the property to be included in the park and maintained by Avista.
- Dan Buller and Kyle Twohig presented an overview of a potential plan to include a reservoir on parks property at Hamblen Park.

MINUTES

The meeting was called to order at 3:31 p.m. by Chair, Greta Gilman. Introductions were made.

Action Items: None

Discussion Items:

- ERRG (Engineering Remediation Resources Group) Mr. Hamad presented a deductive change order to eliminate the playground poured in place surfacing. Late fall of 2019 the decision was made to use wood fiber in our playground to allow the community early access and be able to use the new playground. With Covid-19 and the pending budget adjustments all city departments are facing it was determined to leave the wood fiber, save the funds, and close out the contract. If decided at a later date the poured in place surfacing can be added at any time.
- 2. High Drive Bluff Trail Names –Ms. Angel Spell presented the overview of the collaboration completed to date to coordinate public engagement and select a list of potential names for the High Drive Bluff Trails. These were presented to the Land Committee for review and discussion. A decision will be made at a later date.
- 3. Upriver Park Avista Reciprocal Easement Agreement Mr. Hamad provided and overview of the future improvements desired from Avista. The partnership with Avista would provide a seamless developed park along the river joining an architecturally designed public park with portions of the property belonging to Parks and portions belonging to Avista. Avista will provide all future maintenance of the newly developed park.
- 4. Reservoir at Hamblen Park Mr. Buller and Mr. Twohig provided a detailed and informative presentation about the City of Spokane's South Hill water reservoir system, its needs to have an additional reservoir added to this neighborhood and the engineering requirements for the depth of the tank in proportion to the other reservoirs in our city system. This sector of the city is in a critical need for an additional water reservoir during the prime summer months, the current desired location is in conflict with the CUP (Conditional Use Permit). City Engineering is seeking approval to start the conversation with the neighborhood to review the needs and site condition requirements to add a reservoir. Some improvements for the neighborhood. Ideally a priority list would be created including locations and features desired by the community.

Standing Report Items:

 Mr. Al Vorderbrueggen presented a Park Operations report – Garrett was recognized and thanked for his work with the two City unions to allow our teams to be more adaptive to these current Covid-19 times. With the execution of two MOU's-Memorandum of Understanding our staff has been able to work with more flexibility and be able to respond more efficiently.

A portion of our parks require manual operation of a hose and spigot irrigation system, requiring staff to carry and place large hoses and sprinklers around the green spaces for watering, as well as returning to secure and store the equipment at the end of the watering cycle. This requires a great effort, with a larger potential for injuries. Parks is working on a plan to install automated irrigation to increase efficiency, decrease the chance of injury and conserve water with night time watering.

Parks Staff was recognized for their team work and ability to help with the homeless camp and building and installing two showers for people experiencing homelessness. Josh Oakes was awarded employee of the quarter for his outstanding work servicing our pools.

2. Mr. Nick Hamad presented a Parks Planning update – The Parks master plan is on hold, next check

in will be October, the surplus property policy is on hold as well, there was discussion to add surplus property policy to the master plan public outreach. The department is also working on a fair and consistent method to review and complete easement requests. Our City legal department agrees we can continue to handle the easement request on a case by case basis, no need for a developed method.

Meeting adjourned at 5:15 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 pm September 2, 2020.

Spokane Park Board Briefing Paper



Committee				
Committee meeting date				
Requester				
Requester phone number				
Type of agenda item	Consent	Discussion	Information	Action
Type of contract	New	Renewal/extension	Amendment/change order	Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language on the agenda)				
Begin/end dates	Begins:	Ends:	Оре	en ended
Impact if not approved at this time				
Background/history:				
Recommendation/motion wording:				
Approvals/signatures outside Parks:	Yes	No		
If so, who/what department, agency or compa Name: E	•		Phone:	
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Grant Management Department/Name	:			
Fiscal impact: Expenditure	Revenue			
Amount:	Budget code:			
Vendor: Existing vendor	New ven	dor		
Supporting documents:				
Quotes/solicitation (RFP, RFQ, RFB)		W-9 (for new co	ntractors/consultants/vendors	
	of Cooling		new contractors/consultants/vend	
Supporting documents:	New ven		ntractors/consultants/vendors	

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO.

NAME OF CONTRACTOR:

PROJECT TITLE:

CITY CLERK CONTRACT NUMBER:

DESCRIPTION OF CHANGE:	AMOUNT
Item 1: Item 2: Item 3: Item 4: Item 5:	\$ \$ \$ \$

TOTAL AMOUNT: \$

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

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	
CURRENT COMPLETION DATE	
REVISED COMPLETION DATE	

Contractor:	Date:
City Approval:	Date:
City Clerk Attest:	Date:

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

	Engineering Remediation/Resource	ering Remediation/Resources Group Inc			Change Order Proposal			7		Date: 7/29/20	
	Name of Project:	Dutch Jakes I	vation					1			
				UNIT PRICE							
ITEM	DESCRIPTION	QUANT U/M	Labor	Matl	Equip	Subs	LABOR	MATERIAL	EQUIP	SUBS	TOTAL
	Mulch Installation										
	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
				U						10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
	SUBTOTAL			,			(\$6,191.68)	(\$969.90)	(\$5,106.40)	(\$99,493.22)	(\$111,761.20
	A & E Design		0.00%	NA			<u>, , , , , , , , , , , , , , , , , , , </u>	<u>, , , , , , , , , , , , , , , , , , , </u>		<u>, , , , , , , , , , , , , , , , , , , </u>	\$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 - Equiment, 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
Dedu	uctive Change Order Proposal to remove playg	round surfacin	ig installatio	on from th	e contrac	t					
	Prepared By:	Spencer Slomins	ski			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

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









High Drive Bluff Trail Names

Land Committee – August 5, 2020

Alternate
dd Trail
up
root
de Loop
rail





Spokane Park Board Briefing Paper



Committee	Land Committee						
Committee meeting date	August 5, 2020						
Requester	Nick Hamad						
Requester phone number	509.363.5452						
Type of agenda item	OConsent	ODiscussion	Information	OAction			
Type of contract		enewal/extension C	Amendment/change or	der OOther			
City Clerks file (OPR or policy #)							
Item title: (Use exact language on the agenda)	Upriver Park Red	ciprocal Easement Ag	reement	-			
Begin/end dates	Begins:	Ends:	V	Open ended			
Impact if not approved at this time			No.				
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. Recommendation/motion wording:							
Approvals/signatures outside Parks: If so, who/what department, agency or compared		O No					
	mail address:		Phone:				
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: <u>Nick Hamad</u> Grant Management Department/Name							
Fiscal impact: O Expenditure	Revenue	0					
Amount:	Budget code:						
Vendor: • Existing vendor	New vendo	r					
Supporting documents:		1					
Quotes/solicitation (RFP, RFQ, RFB)	of Spokono		tractors/consultants/vendo				
Business license expiration date:	ог эрокапе		ew contractors/consultants, ate (min. \$1 million in Gene				

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 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 <u>Exhibit "A"</u>, 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 <u>Exhibit "B"</u> 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 <u>Exhibit "C"</u>. 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 <u>Exhibit "C"</u> 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 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

AVISTA CORPORATION, A WASHINGTON PUBLIC UTILITY CORPORATION

By

Its: Chair

- 5 -

Reciprocal Easement Agreement

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



HIGH SYSTEM RESERVOIR

AUGUST 2020

PROJECT OBJECTIVES

A NEW RESERVOIR IS NEEDED IN THE HIGH SYSTEM PRESSURE ZONE:

- TO INCREASE SYSTEM RELIABILITY FIRE FLOW
 & PEAK DEMAND SUPPLY DURING THE SUMMER
- TO MEET DEPARTMENT OF HEALTH STANDARDS.
- TO IMPROVE THE WATER SYSTEM OPERATIONS IN HIGH PRESSURE ZONE AND ABOVE.

HIGH SYSTEM PRESSURE ZONE



RESERVOIRS CURRENTLY SERVING THE HIGH SYSTEM PRESSURE ZONE



33rd & Lamonte 125 feet tall near Sacajawea



Garden Park at 37th Avenue near Stone Street 75 feet tall

WATER SYSTEM BASICS



RESERVOIR ELEVATIONS AND PRESSURE



Homes and businesses must be between approx. 100' and 200' below tank water level

LOCATION SELECTION CRITERIA

- AVAILABLE PROPERTY (NOT MUCH VACANT LAND ON SOUTH HILL) AND IDEALLY PUBLICLY OWNED
- CLOSE TO TRANSMISSION MAINS WITHIN 5
 OR 6 BLOCKS
- THE WATER LEVEL IN THE PROPOSED RESERVOIR MUST MATCH ELEVATION OF THE OTHER RESERVOIRS
- NEAR THE CENTER OF THE PRESSURE ZONE

TRANSMISSION MAINS





TOUCHMARK RETIREMENT HOME

E 34th Ave

Section 200

E 229TH AVE.

E Pinecrest Rd

POTENTIAL RESERVOIR SITE

E 30th Ave

31ST & NAPA

E 29th Ave

Glanrosa E 29th Ave

SOUTHEASTBEVD

E 30th Ave

and Marrie





RESERVOIR DIMENSIONS

- APPROX. 100' TALL (AT HAMBLEN PARK VARIES IN OTHER LOCATIONS)
- APPROX. 2 MILLION GALLON CAPACITY
- 50'-60' DIAMETER AT ITS BASE
- 100' TANK DIAMETER

AVAILABLE RESERVOIR TYPES



106'

Hydropillar







Water spheroid















MITIGATION MEASURES

- START WITH HAMBLEN PARK, POSSIBLY INCLUDE OTHER PARKS
- THREE PARKS IN SOUTHGATE HAMBLEN, SOUTH COMPLEX, BEN BURR
- SOUTHGATE NEIGHBORHOOD PLAN PARKS AND OPEN SPACE ELEMENT (2010)



Hamblen Park - Concept

Existing

Proposed

Shelter Unimproved trail network Improvements to trail network Signage for trail network Park signage Entrance landscaping for transition from urban area to conservation land Bike racks along bike route Restroom facilities

PROJECT SCHEDULE & NEXT STEPS

- HOLD ANOTHER COMMUNITY MEETING ADVERTISED TO ALL RESIDENTS WITHIN A SEVERAL BLOCK RADIUS (LATE AUGUST)
- PERMITTING (FALL 2020)
- PROJECT DESIGN (FALL/WINTER 2020)
- CONSTRUCTION (2021-2022)

QUESTIONS?





