



Spokane Park Board Land Committee

3:30 p.m. Wed., Dec. 03, 2025

In-person: Ponderosa Room, Finch Arboretum
3404 W Woodland Blvd, Spokane, WA 99224

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2488 976 7081
Al Vorderbruegge – Operations Director

Committee Members:

Greta Gilman – Chair
Sally Lodato
Kevin Brownlee
Doug Kelley

The Land Committee meeting will be held in-person in the **Ponderosa Room, Finch Arboretum 3404 W Woodland Blvd, Spokane, WA 99224** and virtually via WebEx at 3:30 p.m. Wednesday, Dec. 03, 2025. 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 **2488 976 7081**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Dec. 03 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. [Spokane Transit Authority / Meadowglen Park Transit Stop and Layover Project Order \(\\$630,270.00 revenue - including tax\)](#) – Nick Hamad

Discussion Items:

1. [American Indian Community Center Lease Agreement / High Bridge Park](#) – Nick Hamad

Alternate Use Requests:

1. [Access easement request @ 1810 S. Rockwood Boulevard / Rockwood Boulevard Parkway](#) – Tom Williams / Nick Hamad

Unfinished Business Items:

Standing Report Items:

1. 2026 Capital Plan Consultant Solicitation Update – Nick Hamad

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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@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



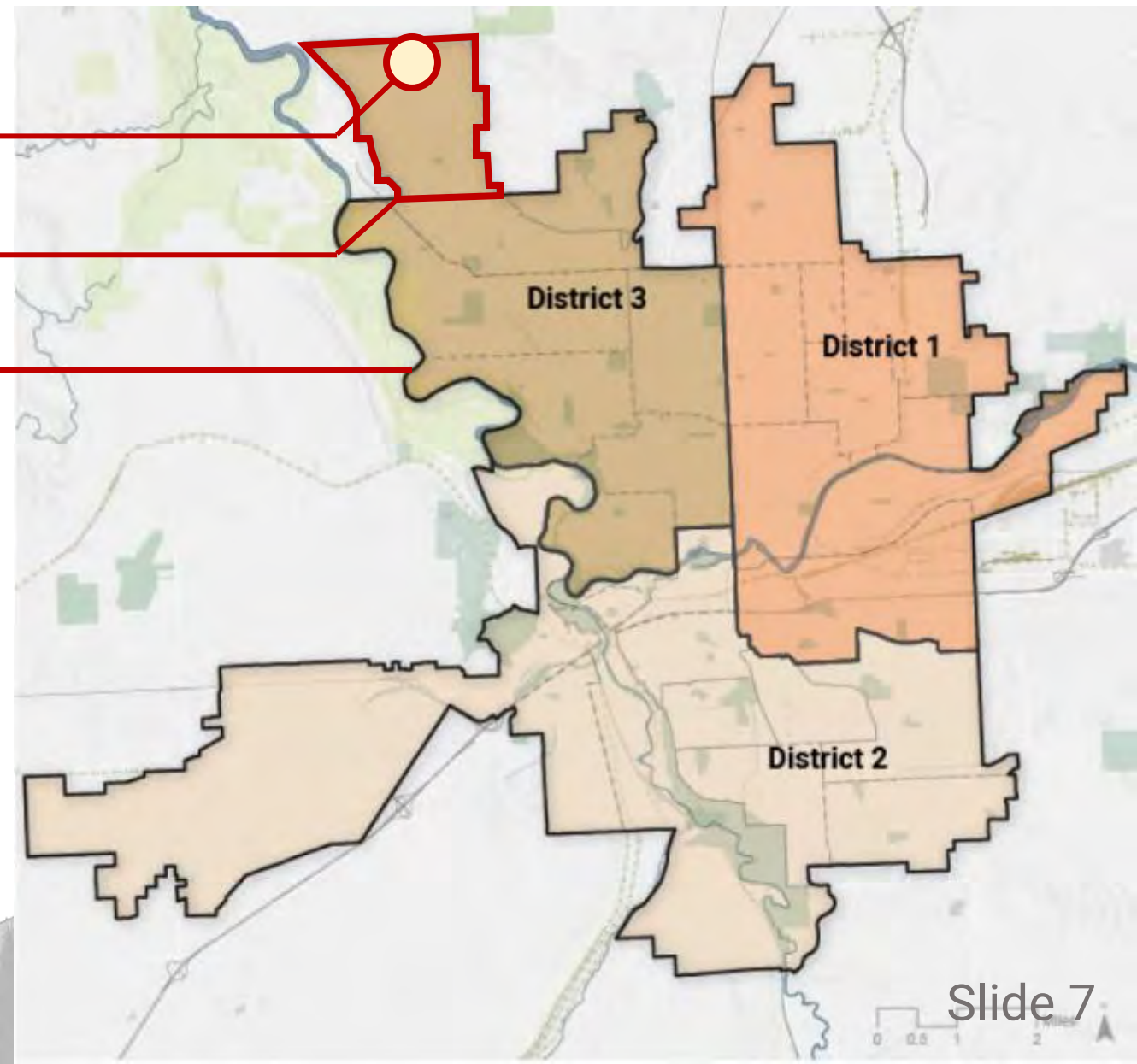
Committee	Land Committee		Committee meeting date: Dec. 3, 2025
Requester	Nick Hamad		Phone number: 509.363.5452
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☒ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)	OPR 2019-0048		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A, Obj. 1	Master Plan Priority Tier: First (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Spokane Transit Authority / Meadowglen Park Transit Stop and Layover Project Order (\$630,270.00 revenue - including tax)		
Begin/end dates	Begins: 12/11/2025	Ends:	☒ 06/01/2525
Background/history: In preparation for the development of Meadowglen Park in 2026, park staff has been coordinating with STA to plan and design the relocation of the existing bus stop and associated facilities located at the northwest corner of the park property. The current bus stop (stop # 84) and support facilities (restroom and off-street parking) must be removed and relocated to accommodate park improvements. STA & Parks prefer a new bus turnaround, bus stop, and STA comfort station be installed adjacent to the Meadowglen Park main entry concurrent with the park development to better serve the community. This agreement outlines the roles and responsibilities for STA & Spokane Parks as a part of this planned work. STA has committed to fully funding all work associated with removal of the existing STA facilities and construction of the next STA improvements on park land. This agreement is limited to the proposed development work, and a separate agreement is being prepared to amend the existing use agreement between STA and Parks.			
Motion wording: Motion to approve the Spokane Transit Authority Meadowglen Park Transit Stop and Layover Project Order in the amount of \$630,270.00 revenue - including tax			
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: Spokane Transit Authority Name: Karl Otterstrom Email address: TBD Phone: TBD			
Distribution: Parks – Accounting epoole@spokanetransit.com Parks – Sarah Deatrich nhanson@spokanetransit.com Requester: Nick Hamad bellison@spokanecity.org Grant Management Department/Name:			
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: \$630,270.00 (includes tax) Budget code: 1950-54920-94000-56301-48077			
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☒ UBI: N/A Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☒ Insurance Certificate (min. \$1 million in General Liability)			

Project Location

Meadowglen Park Location

North Indian Trail Neighborhood

Spokane City Boundary



The Site



Existing transit stop

Meadowglen Park
(project site)

Park Design

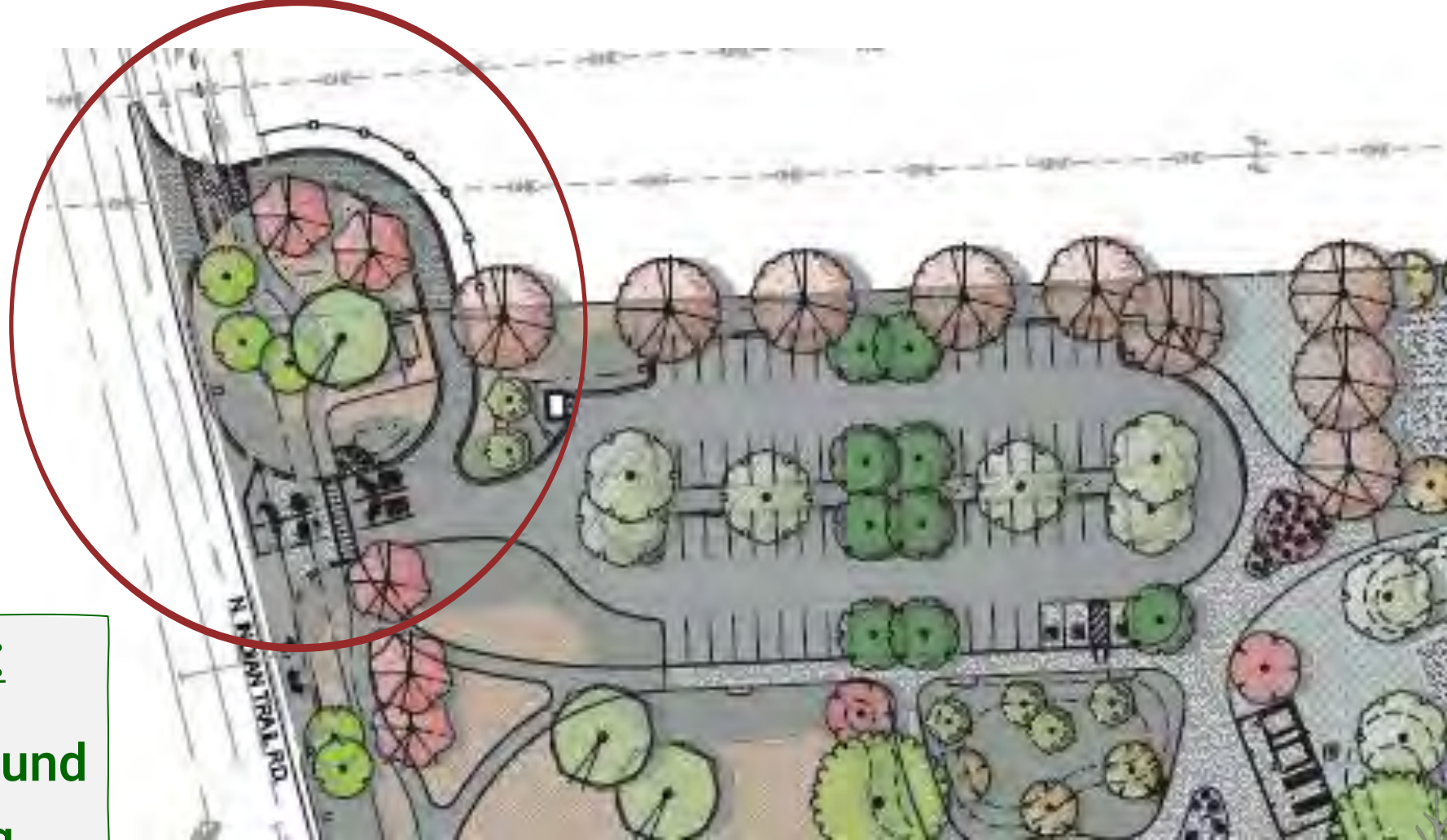
Previous Design:
“Combined entry & turnaround for bus & cars”



Design Update

Design Adjustments:

- Dedicated STA turnaround
- Enhanced ped crossing



SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS PROJECT ORDER 10267-0024

Meadowglen Park Transit Stop and Comfort Station

This Project Order 10267-0024 (“Project Order”) is made and entered into by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the Parties executed the Spokane Transit Authority Infrastructure Improvements Master Design & Construction Agreement (the “Master Agreement”) on February 14, 2019, under which the Parties have agreed to complete certain Cooperative Projects within the City that support or improve transit service; and

WHEREAS, the Master Agreement permits, and the Parties desire to complete the Cooperative Project described herein, subject to the terms of this Project Order and the Master Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Master Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following capitalized terms shall be interpreted as followed when used in this Project Order:

Term	Definition
Budget	Total estimated expenses to complete the Work, attached hereto as Exhibit PO-B, Cost.
Change Order	A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order.
Managing Party	City of Spokane
Project	Meadowglen Park Transit Stop and Layover
Funding Party	Spokane Transit Authority
Work	All work necessary to complete the Cooperative Project identified in this Project Order, as defined in Exhibit PO-A, Plans, attached hereto and incorporated herein.

All capitalized terms not specified in this section or elsewhere in this Project Order, shall have the same definition and meaning as specified in the Master Agreement.

2. SCOPE OF WORK

The Managing Party agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of Work to complete the Project.

3. BUDGET

The Budget for the Project is estimated at \$630,270 (six hundred thirty thousand, two hundred seventy dollars). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 7 of the Master Agreement.

4. COMPENSATION

The Funding Party shall reimburse the Managing Party in an amount not to exceed \$630,270 (six hundred thirty thousand, two hundred seventy dollars) in accordance with Sections 8 and 9 of the Master Agreement.

5. SCHEDULE

The Project construction is anticipated to begin in August 2026 and is expected to be completed by December 2026. A schedule of key dates and milestones for the Project is attached hereto and incorporated herein as Exhibit PO-C.

6. PROJECT CONTACTS

City of Spokane	Spokane Transit Authority
Nicholas Hamad, PLA Planning and Development Manager 808 W Spokane Falls Blvd Spokane, WA 99201 E: nhamad@spokanecity.org P: (509) 363-5452	Emily S. Poole Interim Chief Planning & Development Officer 1230 W Boone Ave Spokane, WA 99201 E: epoole@spokanetransit.com P: (509) 325-6060

7. PROJECT CONSTRUCTION CONTACTS

City of Spokane	Spokane Transit Authority
Berry Ellison Project Manager 808 W Spokane Falls Blvd Spokane, WA 99201 E: bellison@spokanecity.org P: (509) 625-6276	Nick Hanson Capital Projects Manager 701 W Riverside Ave Spokane, WA 99201 E: nhanson@spokanetransit.com P: (509) 344-1867

8. INCORPORATION OF MASTER AGREEMENT

The Master Agreement between the Parties dated February 14, 2019, is incorporated herein by reference as if fully set forth and shall be binding on the Parties with respect to the work hereof.

9. INCORPORATION OF FTA TERMS & CONDITIONS

This Project Order is not subject to FTA funding or FTA Terms & Conditions.

10. CONFLICT OF TERMS

In the event a conflict occurs between the terms & conditions of this Project Order and the Master Agreement, the terms of this Project Order shall prevail. Notwithstanding the foregoing, if this Project Order is subject to FTA assistance, FTA terms & conditions required hereunder shall supersede the terms & conditions of this Project Order and the Master Agreement, in that order.

[signatures on the following page]

11. SIGNATURES

The Parties affirm the individuals signing this Project Order have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Project Order and the Master Agreement.

City of Spokane

Spokane Transit Authority

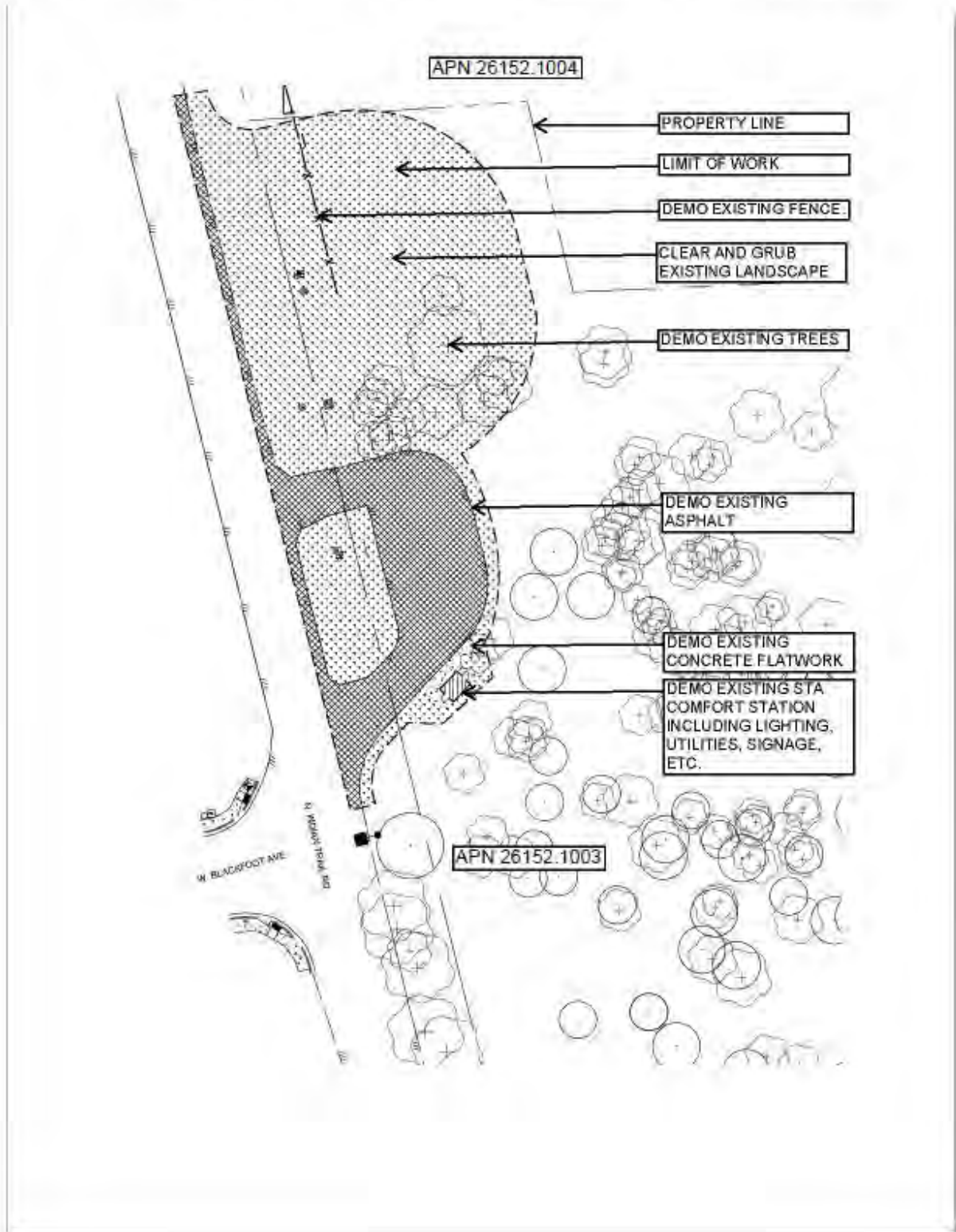
By: _____
Garrett Jones
Title: Director – Parks and Recreation

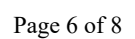
By: _____
Karl Otterstrom
Title: Chief Executive Officer

Date: _____

Date: _____

EXISTING STA IMPROVEMENTS TO BE REMOVED





Project Order # 10267-0024 – Budget

“Meadowglen Park Transit Stop and Comfort Station”

This project is funded by STA CIP # 896 – Indian Trail Layover Improvement Project OPF-2023-896

Construction	
Estimated Site Work	\$ 184,304
Estimated Building Work	\$ 213,750
Subtotal Estimated Const. Cost	\$ 398,054
Fees & Contingency	
Bonds & Insurance (1.5%)	\$ 5,971
B&O Tax (0.5%)	\$ 1,990
Overhead & Profit (7%)	\$ 27,864
Contingency to 100% Design (10%)	\$ 39,805
Cost Index to Q2 2026 (2.34%)	\$ 9,314
Construction Contingency (15%)	\$ 59,708
Subtotal Fees & Contingency	\$ 144,653
Subtotal Estimated Bid Amount	\$ 542,707
Sales Tax (9.1%)	\$ 49,386
Total Estimated Const. Cost	\$ 592,093
Design Costs	
Design Fees	\$ 23,835
Plan Review & Permit Fees	\$ 2,500
Engineer CA/CM Fees (2%)	\$ 11,842
Subtotal Design Fees	\$ 38,177
Total Estimated Project Order Cost	\$ 630,270

Project Order # 10267-0024 – Milestone Schedule

“Meadowglen Park Transit Stop and Comfort Station”

Based on the “Meadowglen Park – Program Schedule” dated October 6, 2025, as provided by Parks.

Planning / Design Commenced:	October 2025
Contract Advertisement:	January 2026
Bid Opening:	February 2026
Contract Awarded:	March 2026
Construction Notice to Proceed:	July 2026
Construction Substantially Complete:	December 2026

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: Dec. 3, 2025	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	☐ Consent ☒ Discussion ☐ Information ☐ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)	OPR 2023-0047		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Park Land Use Agreement / American Indian Community Center at High Bridge Park		
Begin/end dates	Begins: 01/08/2026	Ends: 12/31/2076	☐ 06/01/2525
Background/history: In October land committee agreed the 'alternative use agreement' proposed by the American Indian Cultural Center for use of a portion of High Bridge Park as the site of the new AICC building could provide a 'quantifiable net benefit' to the park system and authorized staff to draft a proposed lease agreement for park board consideration. This discussion item will review the proposed agreement to solicit park board input.			
Motion wording: Discuss Alternative Use Request (Ground Lease) at High Bridge Park and whether or not it can provide a quantifiable net benefit to the city park system.			
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: American Indian Community Center Name: Linda Lauch Email address: lindal@aiccinc.org Phone:			
Distribution: Parks – Accounting karens@aiccinc.org Parks – Sarah Deatrich lindal@aiccinc.org Requester: Nick Hamad garrett jones Grant Management Department/Name:			
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: Budget code:			
Vendor: ☐ Existing vendor ☒ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)			



CITY OF SPOKANE
PARKS AND RECREATION

PARK LAND USE AGREEMENT

Title: AMERICAN INDIAN COMMUNITY CENTER

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("Parks"), a Washington municipal corporation, and **AMERICAN INDIAN COMMUNITY CENTER** a 501(C)(3) non-profit corporation, whose address is 1025 W. Indiana Avenue, Spokane, Washington, 99205, as ("American Indian Community Center"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the American Indian Community Center wishes to provide recreational services for the Native American and greater Spokane community in Spokane and find a dedicated location for this purpose;

WHEREAS, the American Indian Community Center has successfully facilitated a variety of programs in cooperation with the Parks for past years; and

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, in January 2023, the Park Board adopted a resolution to evaluate High Bridge Park as the possible location for the American Indian Community Center and develop terms for a new long term lease within High Bridge Park ; and

WHEREAS, in November 2025, the Park Board Land Committee unanimously agreed that leasing a 2.25 acre portion of High Bridge Park in exchange for the development of a new park improvements equal to the 2025 value of the land to be leased would be considered a Quantifiable Net Benefit and overall benefit to the park; and

WHEREAS, the parties desire to enter into this agreement for the development of a new American Indian Community Center within High Bridge Park;

The parties agree as follows:

1. PERFORMANCE.

The American Indian Community Center shall design, permit, and construct improvements, operate the proposed facility and provide services, in accordance with the Scope of Services, which are attached as Attachment B and made part of this agreement for the purposes of constructing and operating a community center to be named the American Indian Community Center. The proposed structure will be a new building of approximately 22,000 square feet in size that will include public parking, an outdoor amphitheater, walkways, utilities, and landscaping on a 2.25-acre plot of undeveloped land within High Bridge Park, located at the corner of A Street and Riverside Avenue insert attachment depicting location. The American Indian Community Center shall mention in all of its advertising, brochures, and schedules distributed to the public, that the services are co-sponsored by Spokane Parks and Recreation. In the event of a conflict between American Indian Community Center and this Parks Contract, the terms of this contract will control.

2. USE OF PREMISES.

The American Indian Community Center shall operate and maintain the proposed facility, which shall remain open to the public, at its sole expense for the duration of this agreement. Parks shall have the option to use the American Indian Community Center premises for Parks and Recreational programs when the American Indian Community Center is not utilizing the premises. The premises shall not be used for any other purpose without the consent of the American Indian Community Center. Parks's use of the premises shall in no way be exclusive and shall not infringe upon the American Indian Community Center's primary usage of the premises. Parks's use of the premises shall be at no cost. Additional costs incurred by the American Indian Community Center will be agreed upon prior to the use and shall be billed to Parks.

The American Indian Community Center shall maintain and secure all land improvements within the dedicated park land for the duration of this agreement.

The American Indian Community Center and its agents, at its sole expense, shall design, permit and construct the community center, and improvements must be improved by the Park Board.

3. COMPENSATION / PAYMENT.

To ensure this agreement provides a quantifiable net benefit to High Bridge Park, in addition to the construction of the proposed community center building, the American Indian Community Center shall pay for the built improvements on the adjacent park land, including but not limited to a public restroom, public parking/trailhead, and public playground. The improvements must have a value of not less than **EIGHT HUNDRED NINETY-SIX THOUSAND DOLLARS \$896,000** in value, which is the median broker's opinion of value of the proposed agreement area as of fall 2025. Upon completion of these improvements, they shall become the property of Parks, and shall be maintained and operates by Parks. Parks reserves the right to revise this amount in any manner in which the Parks may deem appropriate in order to take into account any future fiscal limitations affecting the park land or in the event that the opinion of the land value changes prior to the American Indian Community Center's start of construction. Parks shall give the American Indian Community Center thirty (30) days written notice of any revision.

The American Indian Community Center shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the American Indian Community Center's application except as provided by state law. Invoices should be sent electronically to the Director of Recreation or designee with

the monthly report for the month being invoiced. If Parks objects to all or any portion of the invoice, it shall notify the American Indian Community Center and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2026, and shall run through December 31, 2076, unless amended by written agreement or terminated earlier under the provisions. If the American Indian Community Center does not begin construction on authorized improvements on or before January 1, 2030, this use agreement shall be terminated.

5. TAXES, FEES AND LICENSES.

- A. American Indian Community Center shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the American Indian Community Center's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with Parks without first having obtained a valid annual business registration. The American Indian Community Center shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the American Indian Community Center does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The American Indian Community Center agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.

The American Indian Community Center shall defend, indemnify, and hold Parks and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the American Indian Community Center's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a American Indian Community Center to indemnify Parks against and hold harmless Parks from claims, demands or suits based solely upon the negligence of Parks, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the American Indian Community

Center's agents or employees and Parks, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the American Indian Community Center, its agents or employees. The American Indian Community Center specifically assumes liability and agrees to defend, indemnify, and hold Parks harmless for actions brought by the American Indian Community Center's own employees against Parks and, solely for the purpose of this indemnification and defense, the American Indian Community Center specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The American Indian Community Center recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold Parks harmless provided for in this section shall survive any termination or expiration of this agreement.

9. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **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 agreement. It shall provide that Parks, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2,000,000 in order to meet the minimum insurance coverages required under this contract;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company, or its insurer(s) or insurers authorized representative to Parks. As evidence of the insurance coverages required by this Agreement, the Company shall furnish ACORD form insurance certificates to Parks at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnified obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30 days). The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

The American Indian Community Center has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

11. AUDIT.

The American Indian Community Center and any sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The American Indian Community Center and its sub-contractors shall provide access to authorized Parks representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The American Indian Community Center shall not assign or subcontract its obligations under this Agreement without Parks's written consent, which may be granted or withheld in Parks's sole discretion. Any subcontract made by the American Indian Community Center shall incorporate by reference this Agreement, except as otherwise provided. The American Indian Community Center shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. Parks's consent to any assignment or subcontract does not release the American Indian Community Center from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. REPORTS AND MEETINGS.

- A. The American Indian Community Center shall communicate with the Parks and Recreation Division through the Director of Parks and Recreation, or designee.
- B. The American Indian Community Center shall submit to the Director of Parks and Recreation, or designee, monthly reports on or before the 10th of every month for the previous month, detailing its contractual performance including:
 - i. Monthly Attendance Reports for Activities conducted at the center funded by Parks Funds; and
 - ii. Staff and Volunteer hours (unique number of volunteers with hours for each); and
 - iii. List of Recreation Activities – not meals; actual activities; and
 - iv. List of Operational Expenses paid for with City funds that directly enables the Center's ability to provide recreational programming.
- C. The Director of Parks and Recreation, or designee, shall be welcome to attend all board meetings of the American Indian Community Center.
- D. At the end of the calendar year, the American Indian Community Center shall submit an annual financial statement to the Director of Parks and Recreation, or designee, showing all expenditures and revenues of the non-profit corporation for the prior year.
- E. The American Indian Community Center shall submit an annual Financial Statement to the Spokane Parks and Recreation on or before December 31st of each calendar year. In addition to the Annual Financial Statement, the following needs to be submitted:
 - i. A copy of the first two pages of the IRS Form 990 when filed each year.

- F. The Spokane Parks and Recreation Division will provide the opportunity for the American Indian Community Center to list activities in the Spokane Parks and Recreation's seasonal Activity Guide. The type and number of programs allowed will be decided upon by the Director of Parks and Recreation, or designee.
- G. The Director of the American Indian Community Center, or designee, is required to attend quarterly Recreation Supervisor meetings and any other mandatory meetings established by the Director of Parks and Recreation, or designee.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, Parks shall pay the American Indian Community Center for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to American Indian Community Center's services will be the degree of skill and diligence normally employed by professional American Indian Community Center performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of Parks. All records submitted by Parks to the American Indian Community Center shall be safeguarded by the American Indian Community Center. The American Indian Community Center shall make such data, documents and files available to Parks upon Parks's request. If Parks's use of the American Indian Community Center's records or data is not related to this project, it shall be without liability or legal exposure to the American Indian Community Center.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by Parks of Spokane are **public records** and are available to the public for viewing via Parks Clerk's Records (online) or a valid Public Records Request (PRR).

17. ANTI KICK-BACK.

No officer or employee of Parks and Recreation or the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by Parks in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The American Indian Community Center, at no expense to Parks, shall comply with all laws of the United States and Washington, the Charter and ordinances of Parks of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the American Indian Community Center shall comply with the requirements of this Section.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Parks of any performance by the American Indian Community Center after the time the same shall have become due nor payment to the American Indian Community Center for any portion of the Work shall constitute a waiver by Parks of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Parks in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between Parks and the American Indian Community Center. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford Parks the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of Parks shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

AMERICAN INDIAN COMMUNITY CENTER

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment

Exhibit B – American Indian Community Center Scope of Work

M25-323

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B

American Indian Community Center

Scope of Work

DRAFT

Spokane Park Board

Briefing Paper



Committee	Land Committee	Committee meeting date: Dec. 3, 2025	
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	☐ Consent ☒ Discussion ☐ Information ☐ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Alternative Use Request (access easement) @ 1810 S. Rockwood Boulevard / Rockwood Boulevard Parkway		
Begin/end dates	Begins:	Ends:	☒ 06/01/2525
Background/history: The owner of a property adjacent the northern end of the Rockwood Boulevard Parkway is seeking access across a portion of the parkway to access their property for future development. The land potentially affected by this request is 'right-of-way', not deeded city land, and has been under the maintenance and care of Spokane Parks for several decades. Without an access easement, the applicant cannot legally access their property, and proposes an agreement to enhance their access, improve the			
Motion wording: Discuss alternative use request (access easement) at Rockwood Boulevard Parkway and whether or not it can provide a quantifiable net benefit to the city park system			
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: property owner Name: Imelda Williams Email address: TBD Phone: TBD			
Distribution: Parks – Accounting avorderbrueggen@spokanecity.org Parks – Sarah Deatrich mkapaun@spokanecity.org Requester: Nick Hamad Grant Management Department/Name:			
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: Budget code: TBD TBD			
Vendor: ☐ Existing vendor ☒ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)			

Rockwood Grass Center of Battle

The supreme court says the beautiful Rockwood boulevard parking strips must die out.

The Spokane city council voices an emphatic denial.

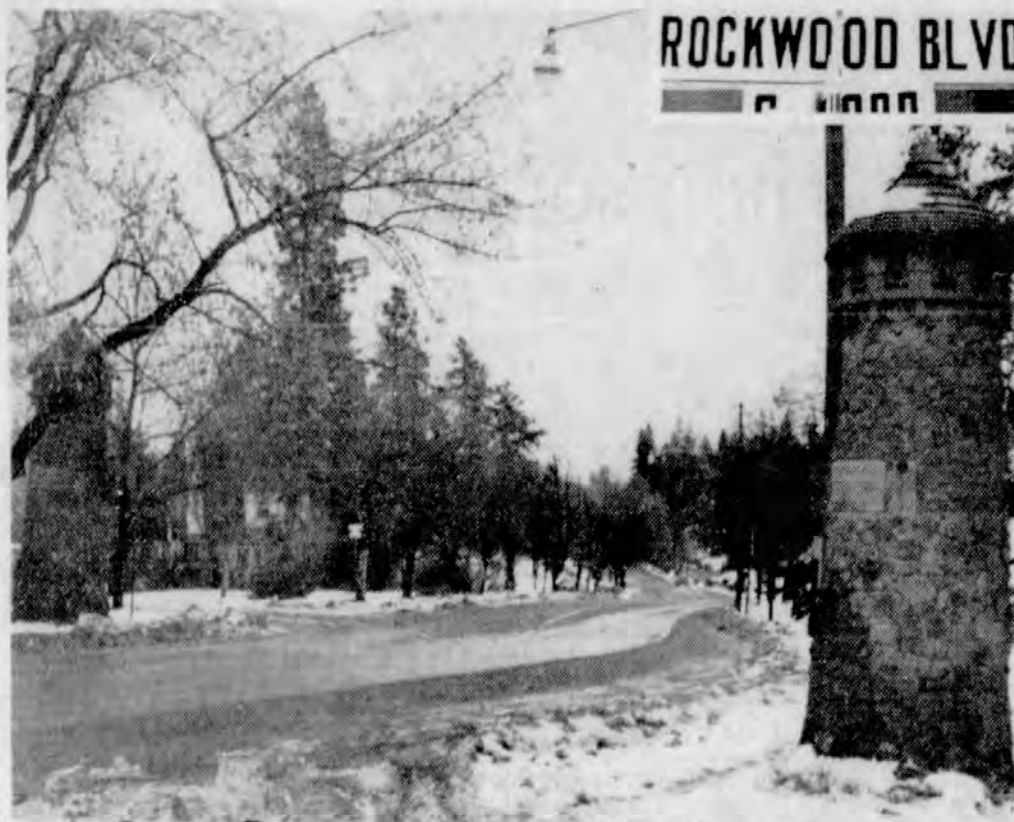
Today, city commissioners are working on two plans to keep the Rockwood park strips alive and beautiful. As soon as they complete details, they expect to call in residents of the district. The property owners then will be asked which of the possible plans they desire to adopt to maintain the parking strips.

Tuesday the supreme court ruled that the city commissioners went beyond their authority last summer in extending the life of the original petition under which money was collected by the city to build and maintain the parking strips. The court held that the council acted without the petition of property owners. As a result of the ruling, no funds are available to maintain the parking until a new plan is worked out.

Commissioners today expressed belief that plans under consideration will provide the necessary funds, and still be within the specifications of the supreme court.

Parking Strip Caused Dissension

ROCKWOOD BLVD



Rockwood boulevard as it enters the Rockwood residential district. Pillars erected in 1905 mark the entrance.

(Many exciting pages of regional history have unfolded on Spokane streets. This is another article in a series on streets with a lively past.)

Rockwood addition is one of Spokane's finest residential districts, and back in the 1920s, when it was relatively new, it was by far the most elite in town.

In those days the Sunday afternoon driver who could afford a car often took his pleasure by motorizing out Rockwood boulevard and ogling the palatial homes.

Rockwood boulevard is probably the most winding street in Spokane. It twists almost indiscriminately among the large houses, so that a motorist traveling from town is hard pressed figuring what direction he is going until suddenly he emerges at Perry somehow pointing east—the same direction as when he started.

Pillars at Rockwood and Eleventh mark the entrance to the Rockwood district.

Rockwood was first paved in 1909 from Hatch to Seventeenth—a section about two blocks in length. Paving was completed from Grand to Hatch in 1913 and from Eleventh to Perry a few years later.

Before the days of the bus, space off the roadway was set aside for streetcar use. When the tracks were removed, according to Harold T. Abbott, present park superintendent, the land was taken over by the city and turned into lawn.

This parking strip was the object of considerable dissension among Rockwood district taxpayers some of whom objected in 1933 to paying an assessment of \$15,595 for upkeep of the park strip for the succeeding five years.

They were opposed because part of those funds went toward the upkeep of the center parkings on

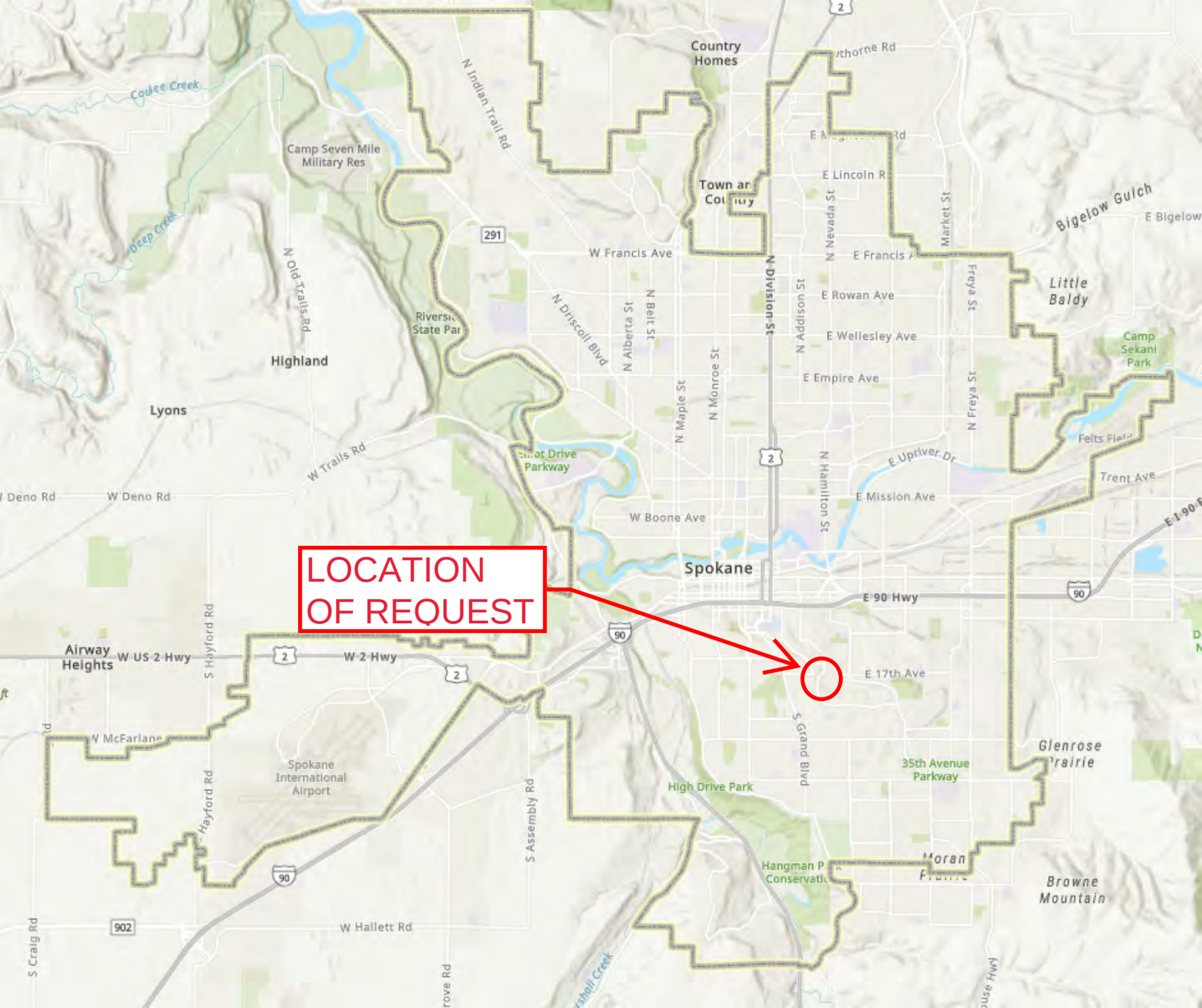
Mission, Manito boulevard and other streets as well as on Rockwood.

They said they were willing to maintain the parking strip in front of their own property and said they could do it cheaper than the city.

An improvement district had been created there in 1929. In a petition filed in 1933 the taxpayers asked for an assessment for the center strip only, but as it turned out a majority of the property owners wanted to continue the old plan.

The whole problem was resolved when the city knocked \$4000 off the price of the assessment. The protestors had made a court issue of it and the court had ordered the reduction in price.

It has been that way ever since. In 1938 Rockwood taxpayers asked that the city continue care of the parking strip.



LOCATION
OF REQUEST

1

4

4

Parkways				
	Landscaped areas of distinct quality within or adjacent to the public right of way which connect larger park spaces or which are specially fitted for pleasure walking or driving.	Widened landscaped areas generally 30 to 80 feet landscaped with turf and trees, unique landscape features or enhanced naturalistic landscaping. Often include meandering pedestrian pathways. Can include plazas of ornamental hardscape	Not Applicable	Direct access from major park with connectivity to adjacent parks and open spaces. Ideally accessible from community corridor.

1810 S.
ROCKWOOD BLVD

ROCKWOOD BLVD.
LAND MAINTAINED
BY PARKS

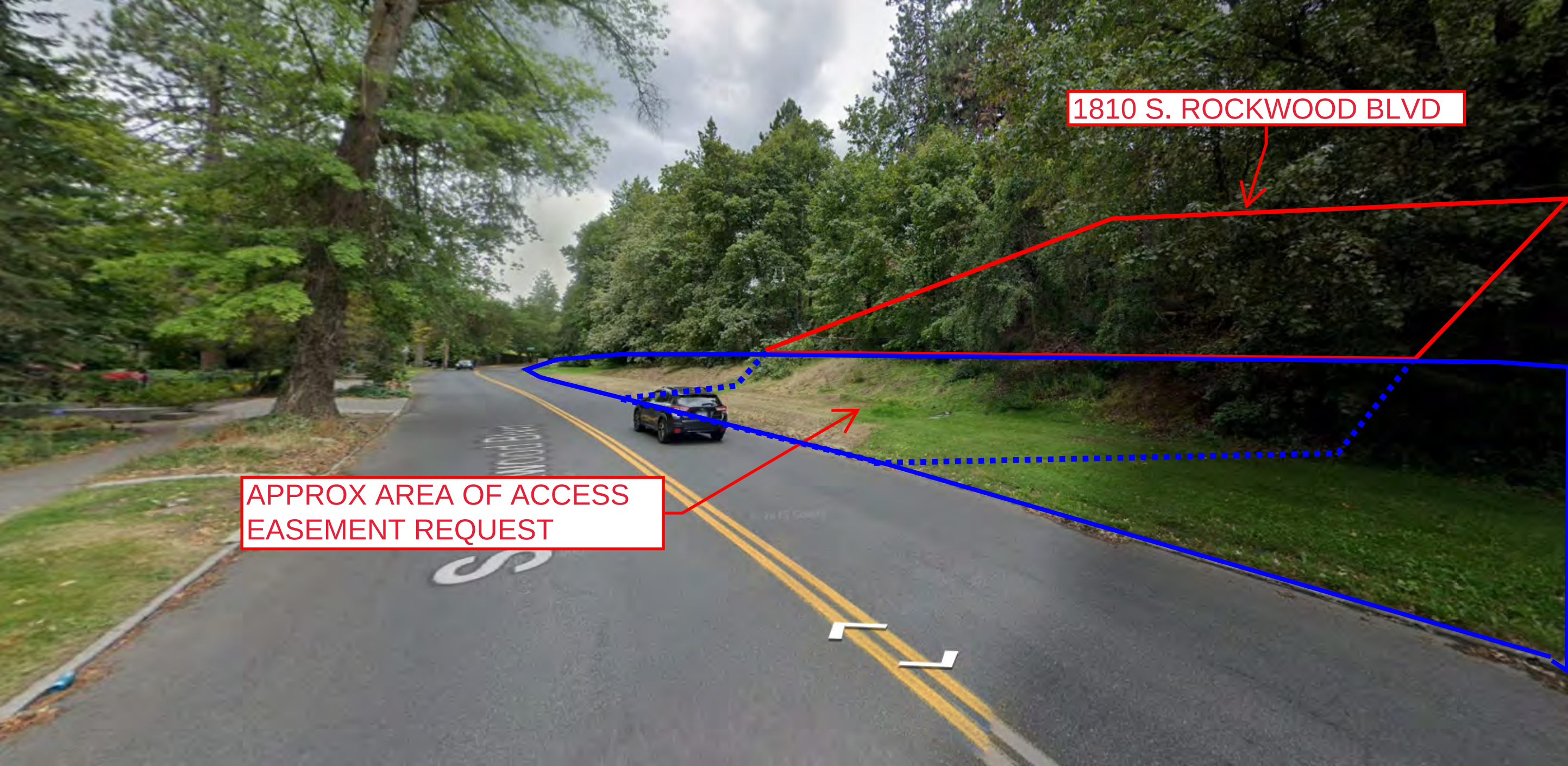
ACCESS
REQUESTED HERE

1810 S.
ROCKWOOD BLVD

ROCKWOOD BLVD.
LAND MAINTAINED
BY PARKS

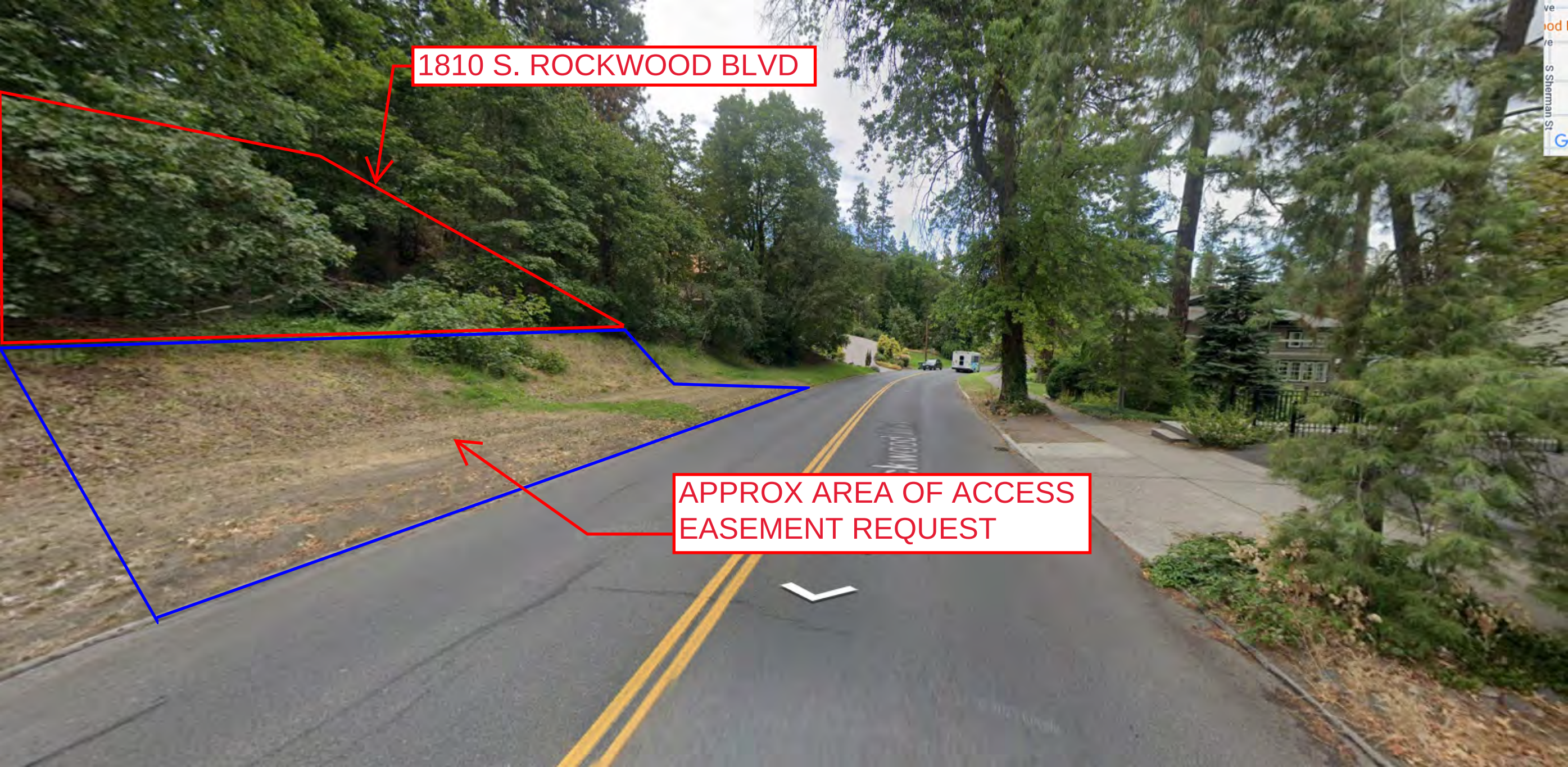
1810 S. ROCKWOOD BLVD

APPROX AREA OF ACCESS
EASEMENT REQUEST



1810 S. ROCKWOOD BLVD

APPROX AREA OF ACCESS
EASEMENT REQUEST



From: [Wufoo](#)
To: [Hamad, Nicholas](#)
Subject: Alternative Use on Park Land Form [#9]
Date: Monday, December 1, 2025 12:46:04 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Name	Tim Williams
Applicant Organization (if applicable)	on behalf of Imelda Williams
Email	timwill789@gmail.com
Address	☐ 210 W. 36th Spokane, WA 99203 United States
Phone Number	(509) 951-8931
Site Address	1810 S. Rockwood Blvd.
Parcel number(s)	35291.2508
Approximate area of park property impacted by proposal	Approximately 1000 sf for a 50 x 20 driveway
Park Name (if applicable)	Rockwood Blvd. Parkway
Proposal Classification / Proposed Type of Alternative Use: Check All That Apply	• Access across park land - vehicular • Utility installation - Underground
What is the proposed time duration for the alternative use	Perpetual
Briefly describe the proposed alternate use on park land, taking care to explain why the usage of park property is required, and the intended benefits to the applicant.	The only access to the lot is across the Rockwood Blvd. right of way which Parks manages. This lot is a legal lot and long standing City parcel. Imelda Williams has owned the lot for over twenty years but now needs to sell the lot. Potential buyers won't move forward with a purchase unless they know the City will provide access to the lot via an easement.
Is the proposed action primarily intended to benefit a private use on or near park land, or is it intended to benefit a public use on or near park land, or both? (select one)	Both
If you selected 'private' or 'both' to the above describe the private use proposed and describe how the proposed alternative use will improve or enhance public park function. OR	The vacant lot will be improved with the eventual construction and landscaping for a new home. Enabling the lot to be sold will help the City with its infill housing goals. Pedestrian access would be maintained across the City right of way. Enabling the sale of the lot by providing an easement allows the City to meet its obligations to provide access to a legal parcel.

If you selected 'public' or 'both' to the above, describe the public use proposed and describe how the proposed alternative use will improve or enhance public park function.

Please summarize how this proposal will result in a 'quantifiable net improvement' to the city's park system (note – improvement of private land adjacent to public park land is not considered net improvement to park) – provide example

Per adopted park policy, for any alternative use on park land to be approved by the Park Board, the proposal must demonstrate the Alternative Use will provide a Quantifiable Net-Improvement to Park Land, and/or recreational offerings as determined by the Park Board. If no quantifiable net improvement is offered, the application may be rejected outright or requested to be revised to include such an improvement prior to consideration by the Park Board.

The Parks Department would have the option to have the new property owner take over maintenance of the grass strip in front of the lot which could save Park resources associated with mowing, irrigation maintenance and water consumption. By providing an easement, the Parks department could avoid any future need to purchase the lot which has no economic value if it cannot be accessed from Rockwood Blvd.

If applicable, what is the estimated increase in value of the applicant's property as a result of an approved alternative use application.

\$130,000.00

Will this proposal displace an existing developed park use?

No

Will this proposal disturb or develop existing undeveloped or natural park land?

Yes

If you selected "Yes" to the above, please describe the restoration or compensation proposed by the applicant to ensure offset the loss of free access.

This is undeveloped Parks managed land which has historically been City right of way associated with Rockwood Blvd.

Will this proposal remedy an existing problem within the park, repair a damaged or neglected portion of the park, or enhance the subject park?

Yes

If yes, please describe the specific improvement and how it will enhance public park function.

The current parcel at 1810 S. Rockwood Blvd. has not been maintained or enhanced and is not visually attractive with one two downed trees on the lot. A new home with landscaping would be visually more appealing to citizens traveling up and down Rockwood Blvd.

Is the use of public park land required to meet the applicant's desired goal, or can a similar outcome be achieved without the use of public park land? No, use of park land is required
