



City of Spokane Park Board Land Committee Meeting

3:30 p.m. Wednesday, Dec. 06, 2023
Hybrid in-person and WebEx virtual meeting
Al Vorderbrueggen – Park Operations Director

Committee members

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

Parks staff

Al Vorderbrueggen
Carl Strong
Nick Hamad
Kris Behr

Other City Staff

Dan Buller
Zach Ward

Guests

Jeff Lambert

SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
 - Inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800.00 per year – consent agenda item
 - Land Committee supports asking the legislature for funding of projects in Coeur d’Alene Park, consistent with the Parks Master Plan - regular agenda item - regular agenda item for January 11, 2024
- The Pedestrian Hybrid beacon on Market at Hillyard Aquatic Center was presented and discussed.
- The development of the land use agreement was discussed as unfinished business.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Jan. 04, 2024.

MINUTES

The meeting was called to order at 3:30 p.m. by committee chair Greta Gilman.

Public Comments: None

Action items:

1. [Inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \\$1,800.00 per year](#) – Al Vorderbrueggen
 - a. This is a 5-year recurring agreement for fire and EMS protection. This area is owned by the City of Spokane, however, falls under the jurisdiction of Spokane County. The previous agreement, expiring Dec. 31 is for \$1,000 per year. The new agreement has an \$800 yearly increase, considering inflation and a 20% acreage increase.

Motion #1 – Greta Gilman moved to recommend Inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800.00 per year.

Hannah Kitz seconded. The motion passed unanimously (5-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the December 14 Park Board meeting agenda.

2. [Coeur d’Alene Park legislative project funding](#) – Al Vorderbrueggen, Nick Hamad
 - a. In 2015, Park Board approved The Friends of Coeur d’Alene (CdA) Park Master Plan with several upgrades, including ADA sidewalk accessibility, new restrooms, and playground. In 2022, the Friends group submitted a State legislative funding request for these projects, which was rejected due to the absence of City sponsorship. Al and Nick have assisted in fine-tuning the application, which is due in January. Although no funding is being requested from Spokane Parks, Friends of CdA is requesting an authorizing resolution to confirm Park Board support of their effort. Providing the 2024 levy is approved, many of these projects will be taken care of (rather than from Parks capital funding). Additionally, projects currently in progress include irrigation (funded by the Water Department) and electrical upgrades to the gazebo area.
 - b. Friends of CdA will be requesting a legislator direct appropriation. Each legislator is allotted a certain percentage of funding for each district they represent. The Friends group, Garrett Jones and council members met with Senator Andrew Billig and Representative Marcus Ricelli who are both willing to sponsor the January application with a request for \$750,000 for high priority CdA Park improvements. City Council voted to add this project to their legislative priorities. City Council legislative Parks priorities are Minnehaha, Fish Lake Trail and CdA. Parks staff would prefer the legislative request come from the City rather than from the Friends group, which Council supports. The term would be 2025-2027.
 - c. Al indicated there may not be a January committee meeting and requested this action item be deferred to the January Park Board meeting, once supporting documents have been gathered. Greta suggested rewording the action item. Kevin Brownlee also suggested clarification with the background/history section. Al indicated the briefing paper would be corrected prior to Park Board.

Motion #2 – Greta Gilman moved that Land Committee supports asking the legislature for funding of projects in Coeur d’Alene Park, consistent with the Parks Master Plan.

Doug Kelley seconded. The motion passed unanimously (5-0 vote).

The committee agreed to present this recommendation as a regular agenda item on the January 11 Park Board meeting agenda.

Discussion Items:**1. [Pedestrian Hybrid beacon on Market at Hillyard Aquatic Center](#) – Dan Buller, Nick Hamad**

There is a program to improve infrastructure throughout the City, which is funded by another division than parks. Engineering Services approached Parks regarding the installation of a pedestrian hybrid beacon (HAWK signal) near the Children of the Sun Trail at the corner of North Market and East Columbia at the Hillyard Aquatic Center. In addition, they propose widening the sidewalk along the north side of the aquatic center. Prior to proceeding with the engineering and constructing of proposed improvements, city engineering briefed the Park Board land committee to understand if members or the public support or oppose the proposal. These improvements would be like the upcoming projects at Franklin and Nevada Parks and would greatly increase accessibility to the aquatic center. The Land Committee agrees and supports park staff drafting a support letter for proposed improvements. A draft letter will be distributed to the committee within the next few weeks.

Unfinished Business:

1. Kevin brought up the application form in development for land use easements. He stated the committee had agreed it would be up to the applicant to determine the value of the land to compensate Parks, however, he feels that this determination should be up to the Park Board. Al said that they are still working out the details and they feel that both sides need to come up with a figure that would be beneficial. Nick also stated the draft questionnaire / intake form would be reviewed by Land Committee for input to address concerns prior to going public.

Standing Reports: None

Adjournment: The meeting was adjourned at 4:10 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Jan. 04, 2024.

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: 12/6/2023	
Requester	Al Vorderbrueggen	Phone number: 363-5464	
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	Cross reference OPR 2019-0558 & 2012-0472		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Maintain and Care	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800.00 per year.		
Begin/end dates	Begins: 01/01/2024	Ends: 12/31/2028	<input type="checkbox"/> 06/01/2525
Background/history: Palisades Park and Indian Canyon properties are owned and maintained by the City of Spokane Parks and Recreation but fall outside the City limits and protection by the Spokane Fire Department. Spokane County First District 10 proposes this inter local agreement, originally formulated by the County in 2012, for five years.			
Motion wording: Approve inter local agreement with Spokane County Fire District 10 for EMS/fire protection at Palisades Park and Indian Canyon conservation area properties at \$1,800.00 per year.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane County First District 10 Name: Kenneth Johnston, Chief Email address: kjohnston@scfd10.org Phone: 509-919-3347			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: avorderbrueggen@spokanecity.org Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$1,800.00 per year/5 years Budget code: TBD			
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 type="checkbox"/> UBI: N/A Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

**INTERLOCAL AGREEMENT
FOR EMS/FIRE PROTECTION SERVICES**

THIS INTERLOCAL AGREEMENT is made by and between the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane falls Boulevard, and Spokane, Washington 99201 (hereinafter referred to as the “City”), and Spokane County Fire District 10, a political subdivision of the State of Washington, whose address is 929 S Garfield ,Airway Heights ,Washington 99001 (hereinafter referred to as the “District or “Fire District 10”), jointly hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, the District is organized and has authority to provide Emergency Medical Service (EMS)/fire protection services to real property, personal property, improvements, and structures located within its jurisdictional limits; and

WHEREAS, the City owns real property, personal property, improvements, and /or structures located within the jurisdictional limits of the District; and

WHEREAS, RCW 52.30.020 authorizes the City and the District to enter into EMS/ fire protection services for the protection of citizens and property owned by the City within the jurisdictional boundaries of the District; and

WHEREAS, pursuant to the provisions of RCW Ch. 39.34, the Interlocal Cooperation Act, and RCW 52.30.020, the Parties desire to enter into an Interlocal Agreement for the providing of EMS/ fire protection services; and

WHEREAS, the Parties wish to delineate the terms and conditions of compensation to the District for the District providing EMS/fire protection services to City property as outlined and set forth in this Agreement.

NOW THEREFORE, for the mutual benefits to be derived both to the City and to the District, and under the authority as provided by RCW 52.30.020 and RCW Ch. 39.34, the Parties mutually agree as follows:

1. **SCOPE OF SERVICE.** The District shall provide EMS/fire protection services to the following City property Located within the boundaries of the District:
 - A. All City park property commonly referred to as Palisades Park and Indian Canyon Park, which shall include all of the real property and all improvements and structures located thereon.
2. **TERM.** The term of this Agreement shall be from January 1,2024 through December 31, 2028.

This Agreement shall not be terminated prior to the end of its term (December 31, 2028) without the express written consent of both the District and the City.

3. **COMPENSATION.** As compensation for EMS / fire protection services, the City shall pay to the District the sum of \$1,800.00 per year for calendar years 2024, 2025, 2026, 2027, 2028.

The District shall submit its invoice to the City in January of each year, and the City shall submit its payment for the full annual amount to the District within thirty (30) days of receipt of the invoice.

The annual compensation as provided for herein shall not be reduced for any reason, including but not limited to any reduction in the amount (whether acreage, square footage, value, or type) of City property located within the District's boundaries.

4. **ADDITIONAL PROPERTY/IMPROVEMENTS.** The City shall be allowed, as provided for herein, to add additional lands, improvements, structures, and equipment to the properties protected under this Agreement without additional compensation to the District.

Additions to any Park property shall be limited to additional Park lands and related improvements or structures incidental to the current use of the Park property presently associated with Palisades Park or Indian Canyon Park.

In the event that the City acquires additional property and improvements not provided for in this Agreement, the City reserves the right to invoke the provision of RCW 52.30.020 regarding the providing of fire protection services with the City's own staff and equipment.

5. **AGGREEMENT TO BE FILED.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.

6. **ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

7. **NOTICES.** All notices, invoices and/or payments shall be sent to the following:

City of Spokane
c/o Spokane City Parks Director
Jason Conley, Asst Director
808 West Spokane Falls Boulevard
Spokane WA 99201

Spokane Fire District #10
Attn: Fire Chief Ken Johnson
929 S Garfield Road,
Airway Heights WA 99001

8. **LIABILITY.** In the performance of this contract, the District is an independent entity and the Districts, its officers, employees, and agents shall not be considered to be employees or agents of the City.

The City shall defend, indemnify and hold harmless the District from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the City, its employees, or agents in connection with this Agreement.

In the performance of this contract, the City is an independent entity, and the City, its officers, employees, elected representatives, and agents shall not be considered to be employees or agents of the District.

The District shall defend, indemnify, and hold harmless the City from any liability, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the District, its employees, or agents in connection with this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

This provision shall survive the expiration of this Agreement.

9. **OTHER AGREEMENTS.** By entering into this Agreement, this Agreement does not affect, alter or amend any existing mutual aid agreement or mutual response agreement entered into between the Parties, or entered into between the Parties and any other fire district or fire department. This agreement does not affect the right or authority of the District to regulate open burning as provided by RCW 52.12.108.

10. **MISCELLANEOUS.**

- A. **Non-Waiver.** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **Headings.** Headings are inserted for convenience, and are a reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement
- D. **Modification.** No modification or amendment to this Agreement shall be valid until put in writing and signed by both parties with the same formalities as this Agreement.
- E. **Assignment.** Neither party may assign its interest in this Agreement without the express written consent of the other party.
- F. **Severability.** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **Compliance with Laws.** The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **Non-discrimination.** In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any

sensory, mental, or physical handicap in employment or application for employment, or in the administration or delivery of services or any other benefits under this Agreement.

- I. **Venue Stipulation.** This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or jurisdictional proceeding shall be instituted only in courts of competent jurisdiction with Spokane County, Washington.
- J. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons

Dated: 12/7/2023

DocuSigned by:
 Spokane County Fire District 10
 By: Ken Johnson
7D7632365267456...
 Title: Fire Chief

Dated : _____

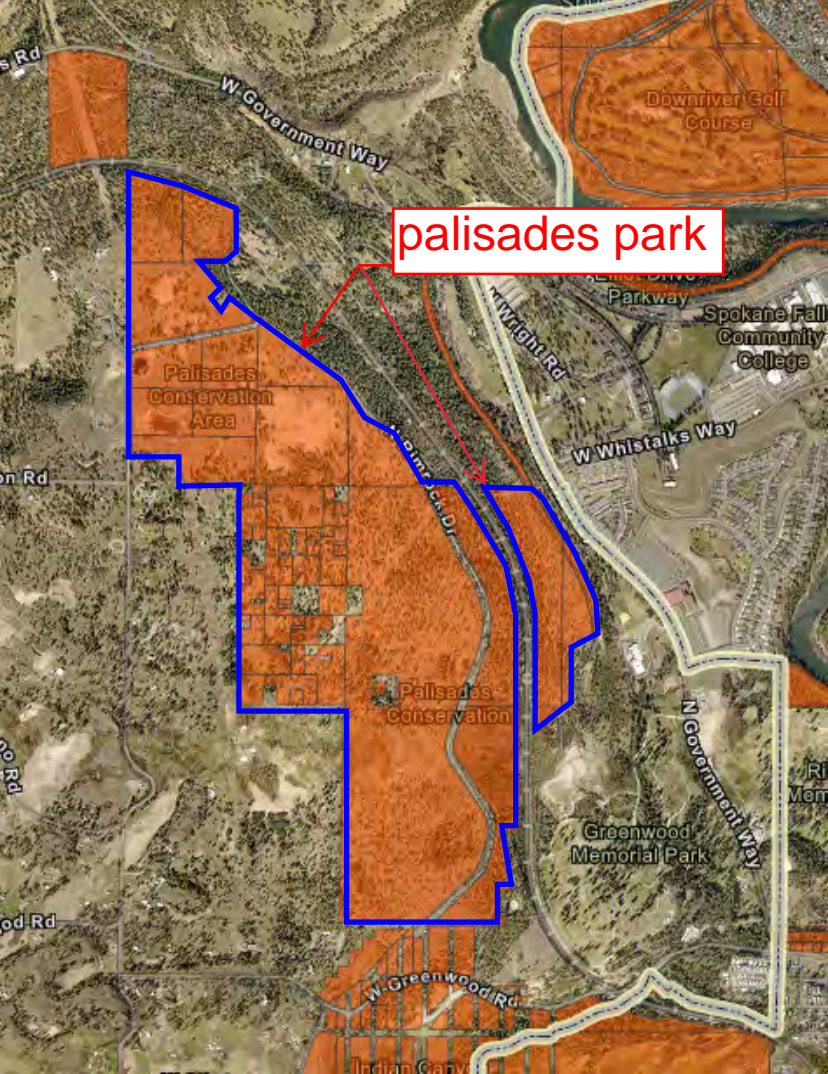
City of Spokane Parks and Recreation
 Department
 By : _____
 Director

Approved as to form :

 Assistant City Attorney

Attest:

 Spokane City Clerk



palisades park

Palisades Conservation Area

Palisades Conservation

Greenwood Memorial Park

Downriver Golf Course

Spokane Falls Community College

W Government Way

W Whistalks Way

W Greenwood Rd

W Wright Rd

N Government Way

Indian Canyon

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: 12/6/2023	
Requester	Al Vorderbrueggen	Phone number: 363-5464	
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 checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Funding Futures	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Capture d'Alene Park legislative project funding		
Begin/end dates	Begins: 02/01/2024	Ends: 01/31/2026	<input type="checkbox"/> 06/01/2525
Background/history: The Friends of Coeur D'Alene Park and the Browns Addition neighborhood are partnering with the City of Spokane Parks Dept. to put in a request to the state legislature for 2024 capital funding for Coeur D'Alene Park. Potential projects include ADA pathways, lighting and electrical upgrades, restroom and playground improvements along with outdoor exercise equipment. This legislative request for funding will be matched by local already funded projects such as the Coeur d'Alene Park irrigation project scheduled for this winter.			
Motion wording: Approve Coeur d'Alene Park legislative project funding			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Al Vorderbrueggen Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$0 Budget code: n/a			
Vendor: <input 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 type="checkbox"/> UBI: _____ Business license expiration date: _____ <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: 12/6/2023	
Requester	Nick Hamad	Phone number: 363-5452	
Type of agenda item	<input type="radio"/> Consent <input checked="" type="radio"/> Discussion <input type="radio"/> Information <input type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy <small>(Click HERE for link to the adopted plan)</small>	Goal B, Objective 2	Master Plan Priority Tier:	N/A <small>(pg. 171-175)</small>
Item title: (Use exact language noted on the agenda)	Pedestrian Hybrid Beacon on Market at Hillyard Aquatic Center		
Begin/end dates	Begins: 12/06/2023	Ends: 12/06/2023	<input type="checkbox"/> 06/01/2525
Background/history:			
<p>City of Spokane Integrated Capital Management is proposing to install a new 'pedestrian hybrid beacon' directly adjacent the Hillyard Aquatic Center in Northeast Spokane and improved walkway along the north side of the aquatic center property. If installed, the beacon would improve pedestrian access across Market Street to the aquatic center from the Children of the Sun trail and neighborhood to the east. Walkway along north side of the aquatic center would be widened from 5 feet to 8 feet.</p> <p>Improvements would be installed at no cost to parks. If supported by land committee members, park staff would provide a letter of support to city ICM staff.</p>			
Motion wording:			
Discuss pedestrian beacon proposal and whether or not to provide letter of support for improvement.			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:			
Parks – Accounting	dan buller (dbuller@spokanecity.org)		
Parks – Sarah Deatrach	inga note (inote@spokanecity.org)		
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:	Budget code:		
N/A	N/A		
Vendor: <input 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 type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



Proposed sidewalk replacement/
widening from 5' to 8' (1' toward S,
2' toward N), 3' width behind
sidewalk temporary impacts

Proposed pedestrian
hybrid beacon
(HAWK signal)

Area of impact to
parks property

N

N

N Haven St

N Market St

Columbia Ave

E Columbia Ave

Children of the Sun Trail

Property line

Hillyard
Aquatic Center

Property line

Hillyard Park

Property line

N Market Pl

N Market St

124.8

5704

124.8

5718

124.8

124.8

124.8

124.8

124.8

124.8

218.9

18.6

874.7

3000

3000

3000

3000

3000

3000