



## Spokane Park Board Agenda

3:30 p.m. Thursday, September 11, 2025  
In-person in City Hall Council Chambers and  
Webex virtual meeting  
Call in: 408-418-9388  
Access code: 2499 029 8857

### Park Board Members

Jennifer Ogden – President  
Gerry Sperling – Vice President  
Garrett Jones – Secretary  
Greta Gilman  
Sally Lodato  
Bob Anderson  
Barb Richey  
Kevin Brownlee  
Doug Kelley  
Lindsey Shaw  
Lee Williams  
Jonathan Bingle – City Council liaison

### Agenda

1. **Roll call:** Jennifer Ogden
2. **Additions or deletions to the agenda:**
3. **Public comments:**
4. **Consent agenda:**
  - A. Administrative/committee-level items:
    - 1) [August 21, 2025, special Park Board meeting minutes](#)
    - 2) [Claims – August 2025](#)
    - 3) [STA / Upriver Drive Transit Stop Pedestrian Easement \(assessed value\)](#) – Nick Hamad
5. **Special guests:**
  - A. None
6. Financial report and budget update: Megan Dyson
7. **Special discussion/action items:**
  - A. Special discussion items: None
  - B. Special action items:
    - 1) [A resolution prior to the November Parks Levy ballot proposition reiterating the Park](#)

Board's commitment to safety, community involvement, and transparency through our autonomy – Jennifer Ogden

**8. Committee reports – action items:**

**Urban Forestry Tree Committee:** The September 2, 2025, meeting was canceled. – Kevin Brownlee

A. Action items: None

**Land Committee:** September 3, 2025 – Greta Gilman

A. Action items:

- 1) [ALSC Architects / Standard Park restroom case-study, module design and deployment planning \(NTE \\$73,865.00 non-taxable service\)](#) – Nick Hamad

**Recreation Committee:** The September 3, 2025, meeting was canceled. – Sally Lodato

A. Action items: None

**Riverfront Park Committee:** September 8, 2025 – Gerry Sperling

A. Action items:

- 1) [Stone GCO / Memorandum of Agreement Riverfront Park North Bank Dog Park \(no cost\)](#) – Nick Hamad

**Golf Committee:** The September 9, 2025, meeting was canceled. – Barb Richey

A. Action items: None

**Finance Committee:** September 9, 2025 – Bob Anderson

A. Action items: None

**Development & Volunteer Committee:** September 10, 2025 – Jennifer Ogden

A. Action items: None

**9. Reports:**

A. President: Jennifer Ogden

B. Liaisons:

- 1) Conservation Futures – Doug Kelley
- 2) Parks Foundation – Barb Richey
- 3) City Council – Jonathan Bingle

C. Director: Garrett Jones

**10. Executive session**

A. None

**Correspondence**

A. Letters/emails: None

**12. Adjournment**

**13. Meeting dates:**

A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. September 30, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Land Committee: 3:30 p.m. October 1, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Recreation Committee: 2:15 p.m. October 1, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Riverfront Park Committee: 4:00 p.m. October 6, 2025, Pavilion conference room, Riverfront Park, and virtually via Webex

Golf Committee: 8:00 a.m. October 7, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Finance Committee: 3:00 p.m. October 7, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. November 12, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

B. Park Board: 3:30 p.m. October 9, 2025, Council Chambers, lower-level City Hall, and virtually via Webex

C. Park Board Study Session: No session scheduled at this time.

Agenda is 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. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. 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](mailto: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.

**CITY OF SPOKANE PARK AND RECREATION DIVISION  
AUGUST 2025 EXPENDITURE CLAIMS  
FOR PARK BOARD APPROVAL - SEPTEMBER 11, 2025**

**PARKS & RECREATION:**

SALARIES & WAGES	\$	1,451,341.03
MAINTENANCE & OPERATIONS	\$	719,155.91
CAPITAL OUTLAY		
DEBT SERVICE PAYMENTS	\$	-
PARK CUMULATIVE RESERVE FUND	\$	194,228.04

**RFP BOND 2015 IMPROVEMENTS:**

CAPITAL OUTLAY		
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**GOLF:**

SALARIES & WAGES	\$	237,043.14
MAINTENANCE & OPERATIONS	\$	640,797.02
CAPITAL OUTLAY	\$	16,850.28
DEBT SERVICE PAYMENTS	\$	-
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>3,259,415.42</b>

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee			<b>Committee meeting date:</b> September 3, 2025
<b>Requester</b>	Nick Hamad			<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal B, Obj 2	<b>Master Plan Priority Tier:</b> (pg. 171-175)	Second Tier	
<b>Item title:</b> (Use exact language noted on the agenda)	STA / Upriver Drive Transit Stop Pedestrian Easement (assessed value)			
<b>Begin/end dates</b>	Begins: 09/11/2025	Ends:	<input checked="" type="checkbox"/> 06/01/2525	
<b>Background/history:</b> STA is proposing a new transit stop along Upriver Drive at the Beau Rivage Apartments, located adjacent city parks owned tax parcel #35112.9015. In order to connect this transit stop to the adjacent sidewalk network on private property, STA needs to cross approximately 13 lineal feet of park land (+/-50 square feet).  This park property is undeveloped and will remain largely unaffected by this change, while park users and adjacent park lands (minnehaha, beacon hill trailheads) will benefit from increased connectivity to public transit.				
<b>Motion wording:</b> Motion to recommend approval of a pedestrian easement to STA for the assessed value of the easement area.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Spokane Transit Authority Name: Nick Hanson    Email address: nhanson@spokanetransit.com    Phone: 509.344.1867				
<b>Distribution:</b> Parks – Accounting    nhanson@spokanetransit.com Parks – Sarah Deatrich    mkapaun@spokanecity.org Requester: nhamad@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: 1950				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Business license    Expiration date: 6/30/26 <input checked="" type="checkbox"/> Insurance Certificate				





TBM INFORMATION				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
31	266906.32	2500775.74	1918.47	SET MAG WAS
32 *	266729.06	2500666.84	1917.43	SET MAG WAS
33 *	267066.94	2500892.54	1919.82	SET MAG WAS

\* NOT SHOWN ON PLAN VIEW


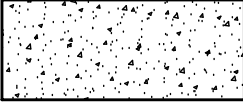






## BENCH MARK NOTE

CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTY CORNERS AND BENCH MARKS. ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REMEDIED AT THE CONTRACTOR'S EXPENSE.












## MONUMENT PRESERVATION NOTE

DISTURBING EXISTING SURVEY MONUMENTS (PROPERTY CORNERS OR KNOWN RECORDED MONUMENTS) IS A GROSS MISDEMEANOR PER RCW 58.04.015. CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTY CORNERS. IF ANY MONUMENTS ARE IN AREAS THAT WILL BE DISTURBED, THE CONTRACTOR SHALL RETAIN A PROFESSIONAL LAND SURVEYOR TO FOLLOW WAC 332-120. ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REMEDIED AT THE CONTRACTOR'S EXPENSE.

### LEGEND

	PROPOSED STA SIGN
	PROPOSED CONCRETE
	PROPOSED LANDSCAPE ROCK
	PROPOSED ASPHALT
 	PROPOSED SAWCUT
 	PROPOSED LANDSCAPE EDGE

EXISTING LEGEND

	EXISTING CONCRETE SIDEWALK
	EXISTING CONTOUR
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING TREE
	EXISTING SIGN
	EXISTING CATCH BASIN
	EXISTING COMMUNICATION MANHOLE
	EXISTING ELECTRICAL BOX
	EXISTING IRRIGATION CONTROL VALVE
	WATER METER

## ABBREVIATIONS

TP	TOP OF PAVEMENT
TC	TOP OF CURB
ME	MATCH EXISTING
ROW	RIGHT-OF-WAY

THE EXISTING INFORMATION SHOWN ON THESE  
PLANS IS PER THE SURVEY COMPLETED BY:  
COFFMAN ENGINEERS  
221 N WALL ST #500  
SPOKANE, WA 99201  
(509)-328-2994  
**DATED: 03/13/2024.**  
THE CONTRACTOR SHALL VERIFY EXISTING  
SITE CONDITIONS AND CONTACT THE  
ENGINEER IF DISCREPANCIES ARE NOTED.

**UTILITY STATEMENT**  
 LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE BEEN TAKEN FROM DRAWINGS AND FIELD LOCATES SUPPLIED BY THE APPROPRIATE UTILITY COMPANIES. UTILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH UTILITY.



Know what's below.  
Call before you dig.

STA 2024 BUS STOP  
IMPROVEMENTS - PHASE 2  
SPOKANE COUNTY, WA



REV	DATE	DESCRIPTION
PROJ. NO.	2024-10942	
DRAWN		DLS
CHECKED		AS
DATE	07/18/2025	

© COFFMAN ENGINEERS INC.

SHEET TITLE:

UPRIVER DR. &  
BEAU RIVAGE

SHEET NO:

C-203

SHEET

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	ParkBoard			<b>Committee meeting date:</b> Sept. 11, 2025
<b>Requester</b>	Jennifer Ogden		<b>Phone number:</b>	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to adopted plan)	All	<b>Master Plan Priority Tier:</b> (pg. 171-175)	All	
<b>Item title:</b> (Use exact language noted on the agenda)	A resolution prior to the November 2025 Parks Levy ballot proposition reiterating the Park Board's commitment to safety, community involvement, and transparency through our autonomy			
<b>Begin/end dates</b>	Begins: 09/09/2025		Ends:	<input checked="" type="checkbox"/> 06/01/2525
<b>Background/history:</b> Ahead of the Nov. 2025 Park Levy, this resolution aims to reiterate Park Board's autonomy per the City Charter and its commitment to safety, community involvement, and transparency.				
<b>Motion wording:</b> Motion to adopt resolution reiterating the Park Board's commitment to safety, community involvement, and transparency through our autonomy.				
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Ogden Grant Management Department/Name: _____				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ N/A    N/A				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input type="checkbox"/> UBI: _____ Business license expiration date: _____         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				



CITY OF SPOKANE  
PARK BOARD RESOLUTION

A RESOLUTION prior to the November 2025 Parks Levy ballot proposition reiterating the Park Board's commitment to safety, community involvement, and transparency through our autonomy

WHEREAS, in 1907, Spokane voters approved a City Charter amendment (modeled after Hartford, Connecticut) that established a 10-member volunteer Park Board to operate independently of political affiliation; and

WHEREAS, voters determined that a non-partisan commission was the best way to ensure our parks were well cared for regardless of political will; and

WHEREAS, the Park Board operates with much autonomy, and is empowered by the City Charter to have the exclusive jurisdictional authority to set park policies and budgets, meaning that park rules, hours, work proposals, partnership agreements and facilities management are solely within the purview of the Park Board regardless of other city entities decisions and actions, and

WHEREAS, the Park Board oversees more than 100 park properties comprising about 4,000 acres of park land; and

WHEREAS, the City of Spokane has a Park Levy on the November 2025 ballot, where the community will consider a 20-year investment across all parks in alignment with the community-drive Park & Natural Lands Master Plan.

NOW, THEREFORE,

BE IT RESOLVED safety and sound fiscal management within parks are top priorities of the Park Board, which it aims to address through multiple facets of the Park Levy:

- significant increase in the number of Special Commission Park Rangers operating in a precinct model to serve all (more than 100) City park properties while coordinating with Spokane Police
- investments in park infrastructure to improve usability and functionality, including physical site modifications to enhance 'crime prevention through environmental design'
- significant increase in the number of Park Maintenance staff to enhance daily maintenance and provide faster vandalism repair



- support of additional park activations to infuse more positive activity into park spaces; and
- sound fiscal decisions to ensure the best use of taxpayer dollars;

BE IT FURTHER RESOLVED the Park Board commits to community involvement in developing detailed design plans for levy-funded neighborhood park investments, determining park design priorities based on neighborhood feedback; and

BE IT FURTHER RESOLVED the Park Board commits to providing an annual work plan for the duration of the 20-year Park Levy, ensuring ongoing financial and project transparency, in alignment with the Park Board-approved Park Levy Program Manual, “Healthy Parks, Healthy Neighborhoods: Citywide Park Renovation & Improvement” handbook (PDF viewable at [SpokaneParks.org/levy](http://SpokaneParks.org/levy)).

ADOPTED BY THE PARK BOARD ON \_\_\_\_\_

\_\_\_\_\_  
Park Board President

Attest:

Approved as to form:

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

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

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee			<b>Committee meeting date:</b> August 6, 2025
<b>Requester</b>	Nick Hamad			<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	Goal A, Obj 3; Goal K, Obj. 1	<b>Master Plan Priority Tier:</b> (pg. 171-175)	First Tier	
<b>Item title:</b> (Use exact language noted on the agenda)	ALSC Architects / Standard Park restroom case-study, module design and deployment planning (NTE \$73,865.00 non-taxable service)			
<b>Begin/end dates</b>	Begins: 09/11/2025	Ends: 08/31/2026	<input type="checkbox"/> 06/01/2525	
<b>Background/history:</b> This contract funds park restroom case-study to determine what installations & techniques are most functional nationwide, develops design of several 'restroom modules' for future park restrooms in Spokane, and recommends a deployment strategy for replacing / improvement park restroom improvements within the city.  'Restrooms' were identified in the park and natural lands master plan as the 'highest priority asset to upgrade and add within city parks. The proposed park levy contains significant funding for replacement and enhancement of up to 85 park restrooms citywide. Park staff has completed a detailed condition assessment of all park restrooms and has developed draft guidelines for the improvement of these facilities. This contract is the next step in planning park restroom renovations citywide and is being performed prior to a levy vote to expedite these proposed enhancements.				
<b>Motion wording:</b> Motion to approve ALSC Architects time and materials contract for standard park restroom case-study, module design, and deployment planning not to exceed \$73,865.00				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: ALSC Architects Name: Troy Bishop    Email address: tbishop@alscarchitects.com    Phone: 509.838.8568				
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: nhamad@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$73,865.00 (non-taxable service)    Budget code: 1950				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Business license    Expiration date: 12/31/25 <input checked="" type="checkbox"/> Insurance Certificate				

## SPOKANE

203 N. Washington  
Ste. 400

Spokane, WA  
99201

P 509.838.8568

[alscarchitects.com](http://alscarchitects.com)

## Spokane Parks and Recreation Restroom Needs

To fully utilize the vast array of parks in Spokane, a simple yet complex need is restrooms. How do you provide a safe, well-lit, accessible restroom to increase hours and elongate seasons of park enjoyment throughout our parks systems?

### Problems

Combating nefarious activity in restrooms has driven agencies and businesses to eliminate restroom access for patrons, which in turn has reduced the frequency of facility use throughout Spokane and in other urban areas.

Early 1900s historic park buildings are beautiful relics from another time, with adorned details and the ever-present basalt rock motif. As functional restrooms, these buildings need to be analyzed to determine whether they still serve the needs of a 2025 restroom. The location of current restrooms to other park amenities needs to be assessed to ensure defensible space strategies work intuitively.

Research on how other jurisdictions throughout the United States have addressed restroom challenges will help Spokane Parks avoid developing a new restroom strategy that may have unintended failures and consequences. Learn lessons from the best and disseminate what works specifically for Spokane.

### A collaboration between Spokane Parks and ALSC Architects

ALSC is a studio of talented staff who live for creative challenges, such as creating a better public restroom. To design a better restroom, ALSC will look at the element as more than a single function, and a restroom becomes a gateway, an anchor, and a billboard for not only the park it resides in, but for the entire Parks department.

Principle-based design, a hallmark of every ALSC project, guides our team's decisions and eliminates non-essential elements from the overall problem that needs to be solved. From our initial brainstorming session, it is evident that the future of restroom design must be multifaceted, and such aspirations from the team members are as follows:

Heather

---

**Freedom:** Enable someone's experience in the park to be a full-send, with no oppressive facilities that turn away any patrons from their park.

Berry

---

**Exciting:** A restroom can provide a sense of arrival to the park it resides within. It guides the park's experience through intuitive wayfinding, organizing park amenities.

Gina

---

**Heartbeat:** For parks to be the hub of their specific communities, restrooms are a key program element to make a park accessible for all members, seamless with their park experience.

Andrew

---

**Melting Pot:** Making a city park where you go as a differed location for all socio-economic and multi-generational community members is the ideal foundation for a perfect park.

Nick

---

**Welcoming:** Restrooms need to be very cool. Open architectural expressions make for a safer, more united park message to the community; this is for you, the community member and taxpayer.

Ryan

---

**Rooted:** Site and community-specific restroom design will celebrate different neighborhoods; creating a more timeless solution.

## Troy

**Billboard:** The restroom buildings have the opportunity to create parity from one park to the next. By becoming a billboard, each park can have a new, exciting artistic expression that helps park functionality while spreading news about other park events and offerings throughout the Spokane Parks inventory of sites.

## Process

### **Research/Tour**

Nation's best, see and research.

Community reconnaissance, understanding various conditions to help define the problem to solve, and bringing site-specific intelligence into module design.

Determine the best-case study park locations to implement the conceptual design.

### **Modules**

Innovation in park restroom design.

Create different scales of restroom facilities, sizes, and facility needs.

Determine the duration of openness throughout seasons and identify different modules varying from seasonal to year-round.

Modernization criteria.

Create a movable module that can be used in a temporary capacity and transported to a new location, as needed.

### **Engagement**

Prepare community engagement kits, including presentation graphics and small models, to aid volunteers and Park Staff in outreach events.



Provide assistance for all materials needed in 2-3 public outreach events\*.

\*ALSC will be available for volunteer hours at outreach events.

### **Deployment**

Strategize which parks receive new restrooms in a master planning sense, considering both need and overall park parity.

Understand estimated construction duration and methods. Is prefabrication explored here?

### **Roadmap**

Assist in the creation of an overall map with an estimated schedule of restroom improvement throughout the Spokane Parks inventory. Roadmap will diffuse any critique that one park is getting more emphasis than the other. Client will develop and implement strategies.

### **Cost analysis**

Study various modules in cost estimation to know the ballpark figures of costs to understand and make deployment more intelligent.



We bring our clients' stories to life.

TASK	PRIN.	L.A.	P.A.	INTER	DRAFT	SEC.	TOTAL HRS
<b>Owner: Spokane Parks and Recreation</b>							
<b>Phase: Conceptual Restroom Design</b>							
<b>Date: 08/14/2025</b>							
<b>Administrative</b>	4	2				2	8
<b>Meetings with Client</b>							
Visioning Session & Prep	2	2	2	2		1	9
Assume 8 bi-weekly meetings (virtual)	16	16	16	16		4	68
							0
<b>Research/Tour</b>	24	24	24				72
<b>Module Design Studies</b>	8	16	40	8	24		96
<b>Cost Estimate Coordination</b>	1	8	2			2	13
<b>Deployment/Roadmap</b>	2	8	20		20		50
<b>Engagement</b>	8	8			36		52
<b>Final Plans, Renderings, Graphics</b>	2		24				26
<b>Pre-Design Report</b>	2	20			12	2	36
<b>TOTAL HOURS</b>	69	104	128	26	92	11	430
2025 Billing Rates	\$285	\$150	\$155	\$140	\$95	\$80	158.99
<b>COST</b>	\$19,665	\$15,600	\$19,840	\$3,640	\$8,740	\$880	
<b>TOTAL ALSC COST</b>							<b>\$68,365</b>
<b>Consultants</b>							
Cost Estimating (MACC)	\$5,000	1.1					\$5,500
<b>TOTAL CONSULTANTS</b>							<b>\$5,500</b>
<b>TOTAL INCLUDING REIMBURSABLES</b>							<b>\$73,865</b>



# **PARK RESTROOM IMPROVEMENT GUIDELINES**

Siting, Design, and Construction Guidelines for  
Public Park Restroom Improvements

*Prepared in July 2025 in preparation for restroom improvement  
projects funded by the neighborhood park improvement levy.*





Goals: .....	1
Overview: .....	2
Restroom Siting Recommendations .....	3
Restroom Design & Layout Recommendations.....	4
Layout & Sizing .....	4
General Design.....	5
Utilities .....	5
Assembly & Material Recommendations .....	6
Historic Restroom Structures .....	8
Restroom Pads .....	8
Specific Restroom Improvement Recommendations.....	9
General:.....	9
Community / Regional / Special Use Parks .....	9
Neighborhood / Pocket Parks.....	9
List of Locations for Portable Restroom Pads.....	10
Year 1 (2026) Project Recommendations .....	11
APPENDIX A – 2025 restroom condition rating.....	12

#### **A NOTE REGARDING ACCURACY**

This document is anticipated to be a ‘living document’ within Spokane Parks and Recreation. As a result, it is anticipated this document shall be amended periodically throughout the neighborhood park improvement levy implementation.

#### **GOALS:**

- Reliable, clean, safe, well-maintained restrooms open more consistently during the year.
- Park restrooms are available to the public during programmed events within a park.
- Consistent framework for determining restroom improvements throughout the city park system.

## OVERVIEW:

- The proposed citywide park levy provides funding improvement to all park restrooms citywide over 20 years. This document serves as the guide for the consistent siting, layout, design and construction of these facilities.
- All existing park restrooms shall receive (1) of (4) improvement options, summarized below and detailed in the “Specific Restroom Improvement Recommendations” section of this document. The four types of restroom improvements are:
  - Complete Replacement (*est. qty 20*)
  - Major Renovation (*est. qty 18*)
  - Minor Renovation (*est. qty 18*)
  - Removal without Replacement (*est. qty 7*)
- New restroom additions will be considered within neighborhood parks where no existing restrooms are present and where activities are programmed.
  - New Additions (*est. qty TBD*)
- Due to the dynamic nature of park restroom operation & maintenance, some variance to the above quantity estimates is both expected & normal.



## RESTROOM SITING RECOMMENDATIONS

- Site restroom buildings within parks on site-specific basis, considering the below criteria:
  - Place within close proximity of the most active and used portions of the park (near playgrounds, sport courts, and picnic areas).
    - *When applicable, place within required distance from splash pads – (100 feet max).*
  - Orient restroom doors toward active portion of park & toward adjacent roadway / parking to increase visibility for users and enforcement.
    - *When both are not possible, prioritize orienting door to active portion of park to increase visibility to restrooms entry.*
    - *When possible, orient restroom doors to south / southwest to maximize natural light on building entry & reduce snow/ice buildup near restroom entry.*
  - Site restrooms to minimize length of utility piping / wiring to the greatest extent practical, with specific emphasis on reducing sewer line length.
    - *Note – Prioritize restroom proximity to park amenities over length of utility infrastructure.*
  - When possible, place in location easily accessed by maintenance vehicles & emergency vehicles.
- Evaluate existing restrooms highly prone to vandalism, damage and break-in (attractive nuisance) for relocation within park or removal regardless of physical condition.
- Locking single stall, All-Gender, restrooms are not permitted within parks with 'high' or 'extreme' levels of vandalism.
  - *NOTE - locking restrooms experience significant vandalism and damage which renders these facilities out of service regularly – often weekly.*
- Locking single stall, All-Gender, restrooms may be considered within parks with 'medium' and 'low' levels of vandalism.
  - *NOTE - locking restrooms are generally discouraged within all parks due to vandalism.*

## RESTROOM DESIGN & LAYOUT RECOMMENDATIONS

### Layout & Sizing

- Restroom interior spatial layout shall meet requirements of all authorities having jurisdiction and provide ADA access.
- New & Replacement restrooms shall be a single structure partitioned into dedicated spaces for Gender-Specific restrooms (ie. 'mens' 'womens').
  - See siting recommendations for notes regarding All-Gender, locking restrooms.
- New & Replacement restrooms shall include a dedicated plumbing chase / storage area.
- Recommended restroom stall count varies by park classification & level of programmed activity within respective park.
  - See stall count matrix below for recommended restroom stall counts.
- If programmed events are regularly expected/planned within neighborhood parks when restrooms are seasonally closed (November-February), or if event attendance exceeds permanent restroom capacity, a concrete pad shall be placed adjacent restroom to support the temporary placement of portable restrooms..
  - Provide ability to secure portable restrooms to fixed object to prevent portable from being overturned.

<i>Permanent Restroom Stall Count Matrix</i>					
<i>Level of Programming</i>	<i>Park Type</i>				
	<i>Regional</i>	<i>Special Use</i>	<i>Community</i>	<i>Neighborhood</i>	<i>Pocket</i>
<i>None</i>	-	-	-	2-stalls	n/a
<i>Low</i>	-	-	-	2-stalls	n/a
<i>Medium</i>	2-stalls +see note 1	4-stalls +see note 1	4-stalls +pad	3-stalls +pad	Pad only
<i>High</i>	4-stalls +see note 1	4-stalls +see note 1	4-stalls +pad	4-stalls +pad	Pad only
<p><i>Note 1 – multiple restroom structures shall be provided in large regional &amp; special use facilities. Structures shall be sited within each 'unit' of the park (ie – each trailhead), and sited to ensure all developed park features are located within a 5-minute walk of a restroom building.</i></p> <p><i>Note 2 – stall count listed shall be provided for each gender. ie. if recommended stall count is '4-stalls', restroom shall provide 4 stalls for men and 4 stalls for women (8-stalls total).</i></p>					



## **RESTROOM DESIGN & LAYOUT RECOMMENDATIONS (CONTINUED)**

### **General Design**

- Restrooms within Regional, Special Use, and Community Parks shall be designed and constructed for all-season use.
  - Include insulation, limited heating, and ventilation as required.
- Restrooms within Neighborhood Parks shall be designed for seasonal use, anticipating maximum availability from March-October.
  - *Note – neighborhood parks are not planned as heated / conditioned space at any time.*
- Restrooms (permanent & portable) are not recommended within Pocket Parks.
  - In lieu of restrooms, concrete pads may be considered in rare cases to accommodate intermittent use of portable restrooms.
- Restroom doors shall open to the interior of the restroom in such a manner the door can be 'locked open' or 'locked closed' by park staff.
  - *Note – doors which can be locked by the public are prohibited in all parks with 'high' and 'extreme' vandalism and are highly discouraged in parks with 'low' and 'medium' vandalism.*
- All restrooms with multiple stalls shall have latching partition doors.
- Skylights / lightwells are highly encouraged to provide the greatest amount of daylight within restrooms possible.
- Restroom roof/eave height shall be sufficient to ensure roof is not easily accessed by park users (10' height minimum, no handholds, nearby structures, etc).

### **Utilities**

- All park restrooms within developed parks shall be connected to sewer, potable water, and power.
  - *Exception: if no sewer main is located within 200 feet of the property, vault toilets may be considered (ie. Lincoln Park, etc.).*
- Water and sewer utilities for all restrooms, including seasonal restrooms, shall be buried below frost depth to provide protection against cold weather conditions.
- Placement / installation of park irrigation controls, electrical controls, and plumbing controls within restroom plumbing chase is encouraged.
- Prior to renovating park restrooms, sewer & water lines shall be inspected to determine if replacement or repair is required. Replace damaged & antiquated underground utilities concurrently with restroom renovation.
- Sewer cleanouts to be provided as required by current code or every 100', whichever is less.



## ASSEMBLY & MATERIAL RECOMMENDATIONS

- *General Note - Restrooms are commonly subject to intense vandalism and intentional damage. Extremely strong, extremely durable, easily cleaned materials, fixtures, furnishings and equipment are necessary in public park restrooms.*
- Exterior
  - Exterior walls shall be constructed of highly durable, vandal resistant, washable and paintable materials. Examples include cast-in-place concrete, pre-cast concrete, CMU block, steel panels, stone veneer, and brick.
  - Durable veneers cladding building exteriors are encouraged.
    - It is desired that restroom veneer and exterior character match the character of the surrounding neighborhood to reiterate the neighborhood character of the park.
- Interior
  - Interior walls shall be constructed of highly durable, vandal resistant, washable and paintable materials. Examples include cast-in-place concrete, pre-cast concrete, CMU block, steel panels, etc.
  - Do not use decorative ceramic tile, veneer, and plastics within restroom interiors.
  - Interior flooring shall be concrete with light to moderate slip resistance.
  - Do not use
  - Partition walls & doors shall be constructed of highly durable steel frame and paneling and use heavy duty/continuous hinges. (ie. diamond plate, plate steel, etc).
    - *Note – thin gauge metals, plastics, and composite partitions are not suitable for park restrooms and are not acceptable.*
  - *Standard Partition Material Specifications/Model #s TBD*
    -
- Fixtures Furnishings and Equipment
  - All restroom fixtures shall be stainless steel, with physical and mechanical properties suitable for industrial / rugged municipal use.
  - Flush valves, unions and piping shall be placed within plumbing chase / storage rooms.
    - *Avoid exposed piping, valves and fittings to the greatest extent possible.*
  - Do not use automatic or electric flush valves.
  - When Gender-Specific restrooms are provided, changing stations shall be placed in both men's and women's restrooms.
  - When All-Gender restrooms are provided, changing stations shall be placed in at least one locking restroom.
  - Standard Fixture, Furnishings & Equipment Models Listed Below:
    - Toilets: **TBD**
    - Urinals: **TBD**
    - Sinks: **TBD**
    - Mirrors: **TBD**
    - Soap / Sanitizer Dispensers: **TBD**

***ASSEMBLY & MATERIAL RECOMMENDATIONS (CONTINUED)***

- Toilet Tissue Dispensers: TBD
- Paper Towel Dispensers: TBD
- Disposal Receptacles: TBD
- Entry / Stall Door Signage: TBD
- Electrical
  - TBD

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## HISTORIC RESTROOM STRUCTURES

- Restroom buildings eligible for the National Register of Historic Places shall be considered Historic Buildings and shall be evaluated/renovated in accordance with the requirements of IEBC Chapter 12.
- Project staff shall make every effort to preserve, renovate and enhance historic restrooms to the greatest extent practical.
- Staff shall coordinate with City of Spokane Historic Preservation Officer (HPO) and Washington Department of Archaeology & Historic Preservation (DAHP) when evaluating structures and determining the appropriate manner of restoration.
- It is anticipated several historic park restrooms may not be suitable for continued use as a public restroom facility.
  - In the event staff determine the restroom shall not be renovated for continued use, site and construct a new structure within the park and decommission the existing structured as a restroom, closing it to the public, while preserving its exterior.
- Minor exterior alterations to historic restrooms as required to improve ADA accessibility, useability and safety are acceptable (ie. widening doorways, removal of wing walls adjacent restroom entries).
- In the event an historic restroom is considered an attractive nuisance and its presence is problematic for the overall function of the park, removal of the structure is acceptable.
  - *Prior to removal, demolition must be authorized by Historic Preservation Office.*

## RESTROOM PADS

- The primary use of restroom pads is to provide basic restroom service in neighborhood parks during cold weather months (November-February) when permanent restrooms are closed.
- The secondary use of restroom pads is to provide additional 'flex' restroom capacity for large events in a designated location.
- Restroom pads shall be a reinforced, cast in place concrete slab on grade atop a crushed rock base.
- Pads shall be sized on a site-specific basis, but no smaller than as required to accommodate (2) ADA accessible portable restrooms.
- No covering is required atop slabs. Do not place covering atop pads within parks with 'high' and 'extreme' levels of vandalism. Coverings may be considered atop pads within parks with 'medium' and 'low' levels of vandalism.
- Preferred pad location is directly adjacent restroom building.
- Within large parks, an alternative pad location may be considered within a highly used / programmed portion of the park which is not near a restroom (ie. east ballfield @ Chief Garry)
- Pads shall include a fixed bollard or rail to facilitate locking of restroom to prevent tipover.



## SPECIFIC RESTROOM IMPROVEMENT RECOMMENDATIONS

### General:

- Restroom Improvement Recommendations are based on detailed condition assessment conducted in 2025 as well as a compliance review with the above sections of this document.
- **Condition Rating 3.75-5.0:** Remove restroom & either complete replacement or decommissioning depending on historic status.
- **Condition Rating 3.25-3.75:** Major restroom renovation, possible replacement.
- **Condition Rating 1.00-3.25:** Minor restroom renovation.
- **Fixtures, Furnishings, & Equipment Upgrades:** Replace all porcelain fixtures, windows & skylights systemwide.
- Remove all attractive nuisance and dilapidated restrooms within pocket parks.

### Community / Regional / Special Use Parks

- At least (1) all-weather restroom in each community park. Secondary restrooms may be smaller, seasonal.
- **Complete Replacements – C/R 3.75-5.0 (13 ea):**
  - A.M. Cannon, Audubon, Comstock 1&2, Harmon, High Bridge, Franklin 1&2, Minnehaha, Shadle, Thornton Murphy, Underhill, Riverfront 2.
- **Major Renovations – C/R of 3.25-3.75 (6 ea):**
  - Finch Arboretum, Sky Prairie 1, Manito 1,2&3, Mission.
- **Minor Renovations – C/R of 1.0-3.25 (12 ea):**
  - Dwight Merkel 1,2,3&4, Liberty, Sky Prairie 2, Riverfront 1,3&4, Southeast complex 1&2, Camp Sekani.
- **Removal without Replacement (1):** Fish Lake Trail.
- **Potential New RR Additions (up to 7):** Audubon, High Bridge, People's, Underhill, Dwight Merkel North, Palisades, Edwidge.

### Neighborhood / Pocket Parks

- Improvement as required to ensure 'clean, safe, updated' buildings. Size & siting adjusted to meet guidelines.
- **Complete Replacements – C/R 3.75-5.0 (8 ea):**
  - Coeur d'Alene, Courtland, Corbin, Emerson, Grant, Lincoln, Nevada, Rochester.
- **Major Renovations – C/R 3.25-3.75 (12ea):**
  - B.A. Clark, Cannon Hill, Chief Garry, Friendship, Glass, Hays, Loren Kondo, Pacific, Ruth, Webster, Westgate, Whittier.
- **Minor Renovations – C/R 1.0-3.25 (6 ea):**
  - Ben Burr, Byrne, Grandview, Hill n Dale, Indian Trail, Polly Judd.
- **Removal without Replacement (6 ea):**
  - Cowley, Jim Hill, Kehoe, Stone, Parkwater, Peaceful Valley.
- **Potential New RR Additions (up to 4 ea):** Loma Vista, Redband, Wentel Grant, Wildhorse.



## List of Locations for Portable Restroom Pads

- Below is a list of parks 'programmed' for organized youth / adult rec. Install concrete pads in appropriate locations within these parks to facilitate convenient placement of portable restrooms when permanent restrooms are winterized, or as needed to support peak use.
- Pad size and location should be determined on a site specific basis, with preferred placement adjacent to restrooms, or in areas not easily served by permanent restrooms.
- **Community / Regional / Special Use Parks (13 parks – locations TBD)**
  - A.M. Cannon Park (near ballfield)
  - Audubon Park (Southern fields)
  - B.A. Clark (NE & SW)
  - Comstock Park (near ballfields / tennis courts)
  - Corbin Park (near ballfield)
  - Grant Park (near ballfield)
  - Liberty Park (near baseball field)
  - Manito (near upper ballfield)
  - Minnehaha Park (near ballfield)
  - Mission Park (Near tennis courts)
  - Underhill (near ballfields)
  - Southeast Sports Complex (several locations)
  - Thornton Murphy Park (ballfields)
- **Neighborhood / Pocket Parks (20 parks – locations TBD)**
  - Ben Burr Park (near ballfield)
  - Cannon Hill (near ballfield)
  - Chief Garry Park (central near ballfields)
  - Courtland Park (near ballfield)
  - Emerson Park (near new restroom)
  - Franklin (near ballfields)
  - Friendship Park (west side near ballfields)
  - Glass Park (near ballfield)
  - Harmon Park (near ballfields)
  - Hays Park
  - Kehoe Park
  - Lincoln Park (near ballfield)
  - Loma Vista (near ballfields)
  - Ruch (near restroom)
  - Redband Park (near ballfield)
  - Rochester Heights (NE near ballfield)
  - Sky Prairie (near south field / north grass)
  - Webster Park (Near ballfield)
  - Wentel Grant (Near playground)
  - Whittier Park (near ballfield)



## YEAR 1 (2026) PROJECT RECOMMENDATIONS

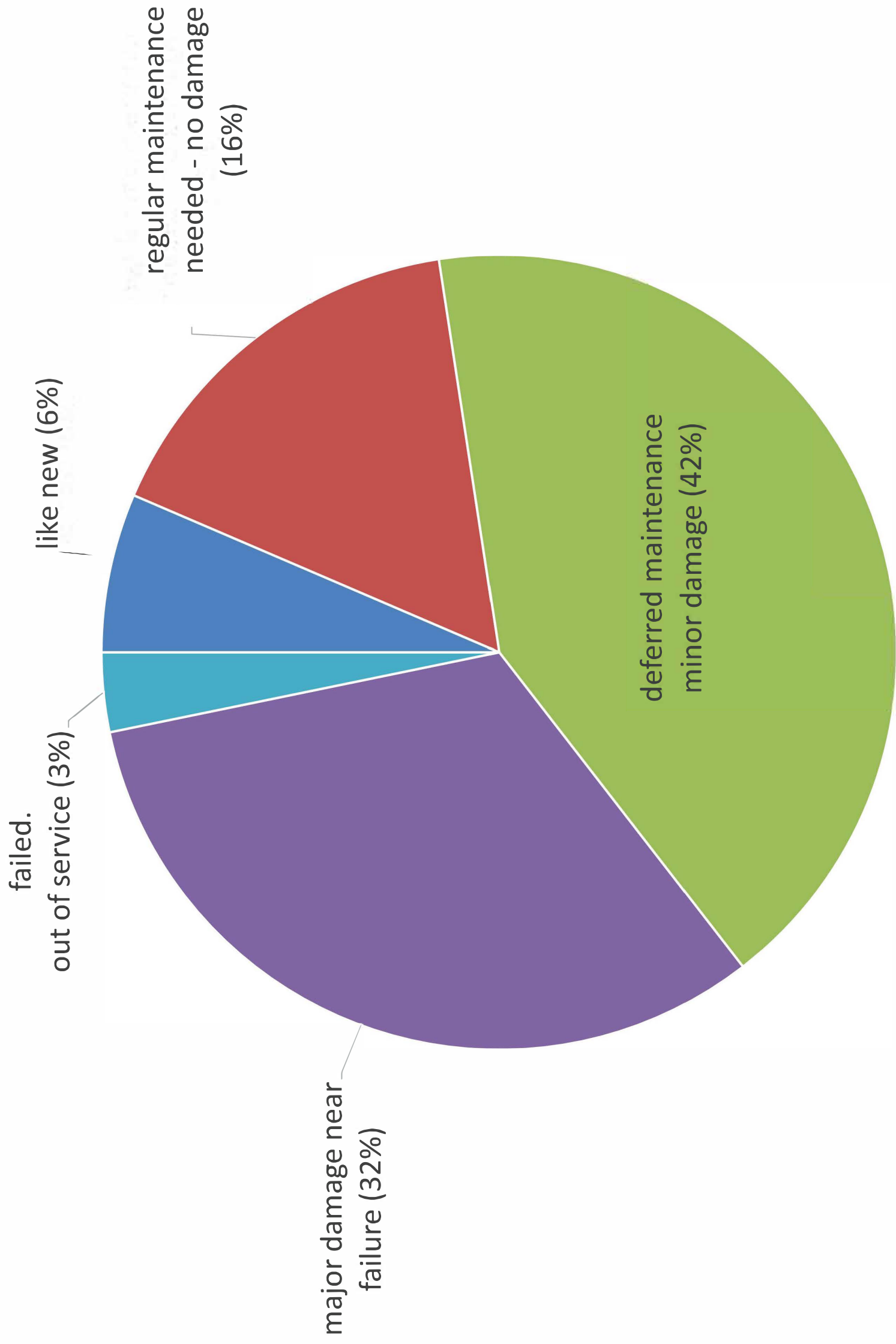
- Complete Replacements (3 ea budgeted)
  - Harmon Park, District 1
  - Coeur d' Alene Park, District 3
  - Comstock Park, District 2
  - Thornton Murphy Park, District 2
- Major Renovations (6 ea budgeted)
  - B.A. Clark, District 3
  - Westgate Park, District 3
  - Friendship Park, District 1
  - Glass Park, District 1
  - Manito Park 2 – Japanese Garden (District 2)
  - -
- Minor Renovations (3 ea budgeted)
  - Polly Judd Park, District 2
  - Dwight Merkel Sports Complex 1&2, Baseball / Soccer (District 3)
  - -
- Restroom Removals (0 ea budgeted)
  - Cowley Park, District 2
- New Restroom Additions (0 ea budgeted)
  - Loma Vista Park, District 3
- Citywide
  - Remove & replace all porcelain fixtures systemwide (Qty. TBD)
  - New concrete portable restroom pads (+/- 0 to 33 locations)
  -



## APPENDIX A - 2025 RESTROOM CONDITION RATING

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RESTROOM CONDITION BREAKDOWN



Restroom Renovation Projects

Project #	*Proposed Replacement & Enhancement* Projects					Project District	Restroom Physical Condition Rating	Sewer Pipe Condition	Park Physical Condition Rating (1-5) 1= good, 5 = out of service	Needs	Last Project Type (new / reno)	Date built / reno'd	Park built	Ex. Vandalism Frequency (Low, med, high, extreme)	Location In Social & Environmental Park Equity Zone (0-300) 0 = lowest, 300 = highest	Recommendations	Park Type
	Southeast Sports Complex 2 - Southeast (Freya Entry)					District 2	1.00		overall 2.6	being newly constructed in 2025	new build	2025	2000	-	Low Equity Priority Zone (100)	Minor Renovation.	Special Use Park
	Camp Sekani Park					District 1	1.00		overall 3.8	being newly constructed in 2025	new build	2025	1930	-	Low Equity Priority Zone (100)	Minor Renovation.	Regional Park
	Dwight Merkel Sports Complex 1 - Baseball Quadplex					District 3	1.75		overall 2.4	Fair condition. Minor interior & exterior repair needed.	none	2010	2010	-	Medium Equity Priority Zone (200)	Minor Renovation.	Special Use Park
	Liberty Park					District 2	1.75		overall 4.0	Fair condition. Minor interior & exterior repair needed.	reno - full	2023	1897/	High Vandalism	Highest Equity Priority Zone (300)	Minor Renovation.	Community Park
	Dwight Merkel Sports Complex 2 - Carson Park / Soccer					District 3	2.00		overall 2.4	Fair condition. Minor interior & exterior repair needed.	none	2010	2010	-	Medium Equity Priority Zone (200)	Minor Renovation.	Special Use Park
	Grandview Park					District 2	2.25		overall 2.0	Fair condition. Minor interior & exterior repair needed.	none	1992	1992	Low Vandalism	Low Equity Priority Zone (100)	Minor Renovation.	Neighborhood Park
	Riverfront Park 1 - Providence Playscape					District 1	2.25		overall 1.25	Fair condition. Minor interior & exterior repair needed.	new build	2023	1974	High Vandalism	Highest Equity Priority Zone (300)	Minor Renovation.	Special Use Park
	Riverfront Park 3 - Visitor Center					District 1	2.50		overall 1.25	Fair condition. Minor interior & exterior repair needed.	reno - minor	2018	1974	High Vandalism	Highest Equity Priority Zone (300)	Minor Renovation.	Special Use Park
	Southeast Sports Complex 1 - Northwest (Play Area)					District 2	2.00		overall 2.6	Fair condition. Minor interior & exterior repair needed.	new build	2019	2000	High Vandalism	Low Equity Priority Zone (100)	Minor Renovation.	Special Use Park
	Ben Burr Park					District 2	2.50		overall 2.3	Fair condition. Minor interior & exterior repair needed.	none	1998	1998	Low Vandalism	Low Equity Priority Zone (100)	Minor Renovation.	Neighborhood Park
	Byrne Park					District 1	2.75		overall 2.8	Antiquated historic building in good general condition. Interior in need of repair for continued use.	reno - full	2018	1902	High Vandalism	Highest Equity Priority Zone (300)	Minor Renovation.	Neighborhood Park
	Polly Judd Park					District 2	2.75		overall 2.2	Fair condition. aging facility, needs interior & exterior renovation.	none	1992	1992	Medium Vandalism	Medium Equity Priority Zone (200)	Minor Renovation.	Neighborhood Park
	Dwight Merkel Sports Complex 3 - BMX Track					District 3	2.75		overall 2.4	Fair condition. Minor interior & exterior repair needed.	none	2010	2010	-	Medium Equity Priority Zone (200)	Minor Renovation.	Special Use Park
	Sky Prairie 2 - Southwest					District 1	2.75		overall 2.2	Small secondary restroom. Fair condition. Minor interior & exterior repair needed.	none	-	1998	Medium Vandalism	Lowest Equity Priority Zone (000)	Minor Renovation.	Community Park
	Mission Park					District 1	3.00		overall 3.0	Fair condition. Minor interior & exterior repair needed. Locking doors are problematic.	new build	2018	1914	High Vandalism	Medium Equity Priority Zone (200)	Major Renovation.	Community Park
	Indian Trail Park					District 3	3.00		overall 2.8	Fair condition. Minor interior & exterior repair needed.	none	-	1958	Low Vandalism	Lowest Equity Priority Zone (000)	Minor Renovation.	Neighborhood Park
	Riverfront Park 4 - North Bank Restrooms					District 1	3.00		overall 1.25	Fair condition. Locking doors are problematic.	new build	2021	1974	High Vandalism	Highest Equity Priority Zone (300)	Minor Renovation.	Special Use Park
	Cannon Hill Park					District 2	3.25		overall 3.8	Antiquated historic building. Interior in need of repair for continued use.	reno	1988	1909	Low Vandalism	Low Equity Priority Zone (100)	Major Renovation. Historic.	Neighborhood Park
	Hays Park					District 1	3.25		overall 2.4	Antiquated historic building. Interior in need of repair for continued use.	reno	1975	1907	High Vandalism	Medium Equity Priority Zone (200)	Major Renovation. Historic.	Neighborhood Park
	Loren Kondo Park					District 1	3.25		overall 3.0	Fair condition. Minor interior & exterior repair. Fixtures.	none	1998	1998	Extreme Vandalism	Medium Equity Priority Zone (200)	Major Renovation / Removal - eval needed.	Pocket Park
	Pacific Park					District 3	3.25		overall 2.8	Fair condition. Modern structure in need renovation for continued use.	none	1991	1991	Low Vandalism	Lowest Equity Priority Zone (000)	Major Renovation.	Neighborhood Park
	Sky Prairie 1 - Northeast					District 3	3.25		overall 2.2	Fair condition. Modern structure nearing need of renovation for continued use.	none	1998	1998	Medium Vandalism	Lowest Equity Priority Zone (000)	Major Renovation.	Community Park
	Westgate Park					District 3	3.25		overall 2.8	Roof & water damage evident.	none	1979	1979	High Vandalism	Lowest Equity Priority Zone (000)	Major Renovation.	Neighborhood Park
	Whittier Park					District 2	3.25		overall 3.4	Fair condition. aging structure.	-	-	-	Low Vandalism	Low Equity Priority Zone (100)	Major Renovation.	Neighborhood Park
	Manito Park 1 - Lower (Mirror Pond)					District 2	3.25		overall 2.8	Antiquated building. Aging interior CPTED concerns with covered shelter. in fair condition.	reno	-	1904	-	Low Equity Priority Zone (100)	Major Renovation.	Regional Park
	AM Cannon Park					District 3	3.50		overall 3.0	CPTED concerns with covered shelter. in fair condition.	-	-	1912	Extreme Vandalism	Medium Equity Priority Zone (200)	Remove. Complete Replacement. Re-site for CPTED.	Community Park
	Finch Aboretum - forested area					District 2	3.50		overall 3.6	Fair but aging condition, light duty use.	-	-	1947	Low Vandalism	Low Equity Priority Zone (100)	Major Renovation.	Special Use Park
	Hill N Dale Park					District 1	3.50		overall 3.6	Fair condition & location. General maintenance needed.	none	1993	1993	Extreme Vandalism	Highest Equity Priority Zone (300)	Minor Renovation.	Pocket Park
	Manito Park 2 - Middle (Japanese Garden)					District 2	3.50		overall 2.8	Roof, siding & sewer damage.	none	1974	1904	-	Low Equity Priority Zone (100)	Major Renovation.	Regional Park
	Shadle Park					District 3	3.50		overall 3.4	Insufficient size for community park. CPTED concerns with siting.	-	-	1945	Extreme Vandalism	Medium Equity Priority Zone (200)	Remove. Complete Replacement. Re-site for CPTED	Community Park
	Riverfront Park 2 - Forestry Pavilion					District 1	3.67		overall 1.25	Intermittently out of service. Antiquated structure, CPTED concerns.	-	-	1974	High Vandalism	Highest Equity Priority Zone (300)	Remove. Complete Replacement. Re-Site.	Special Use Park
	Audubon Park					District 3	3.75		overall 3.4	Antiquated block building. Insufficient for community park	reno	1988	1907	Medium Vandalism	Medium Equity Priority Zone (200)	Decommission & preserve. Complete Replacement. Re-site new building.	Community Park
	BA Clark Park					District 3	3.75		overall 3.2	Unique arts & crafts building in need of interior renovation. Covered area is attractive nuisance.	-	2024	1937	Medium Vandalism	Highest Equity Priority Zone (300)	Major Renovation.	Neighborhood Park
	Chief Garry Park					District 1	3.75		overall 2.6	Antiquated historic building in poor interior condition.	reno	1988	1912	High Vandalism	Highest Equity Priority Zone (300)	Major Renovation. Historic. Consider added restroom on east site	Neighborhood Park
	Comstock Park 2 - West Side					District 2	3.75		overall 2.4	Antiquated historic building in poor interior condition. Insufficient for community park.	none	1936	1936	Medium Vandalism	Low Equity Priority Zone (100)	Major Reno / Complete Replacement - eval needed.	Community Park
	Friendship Park					District 1	3.75		overall 2.6	In fair overall condition. in need to renovation.	-	-	1978	High Vandalism	Highest Equity Priority Zone (300)	Major Renovation.	Neighborhood Park
	Glass Park					District 1	3.75		overall 2.8	Antiquated historic building in poor interior condition. CPTED concerns @ wing walls	-	1988	1902	High Vandalism	Highest Equity Priority Zone (300)	Major Renovation.	Neighborhood Park
	Manito Park 3 - Upper (Splash Pad / Playground)					District 2	3.75		overall 2.8	Antiquated historic building in poor interior condition.	-	-	1904	-	Low Equity Priority Zone (100)	Major Renovation / Complete Replacement - eval needed.	Regional Park

	Ruth Park	District 3	3.75		overall 2.4	Aging building in fair condition but in need of renovation.	-	-	1912	Medium Vandalism	Medium Equity Priority Zone (200)	Major Renovation.	Pocket Park
	Webster Park	District 3	3.75		overall 3.0	Aging building in fair condition but in need of renovation.	reno	1970	1945	Low Vandalism	Low Equity Priority Zone (100)	Major Renovation.	Neighborhood Park
	Comstock Park 1 - East Side (by tennis)	District 2	4.00		overall 2.4	Antiquated historic building in poor interior condition. CPTED concerns @ wing walls. Insufficient for community park.	none	1936	1936	Low Vandalism	Low Equity Priority Zone (100)	Remove. Complete Replacement.	Community Park
	Grant Park	District 2	4.00		overall 4.0	Antiquated building with no interior stall doors.	-	1968	1908	Medium Vandalism	Highest Equity Priority Zone (300)	Remove. Complete Replacement. Re-site in new master plan.	Neighborhood Park
	Kehoe Park	District 1	4.00		overall 2.8	Attractive nuisance within pocket park.	-	1992	1992	Extreme Vandalism	Highest Equity Priority Zone (300)	Removal without replacement - pocket park. Consider RR pad.	Pocket Park
	Stone Park	District 1	4.00		overall 2.4	Attractive nuisance within pocket park.	-	-	-	High Vandalism	Highest Equity Priority Zone (300)	Removal without replacement - pocket park. Consider RR pad.	Pocket Park
	Underhill Park	District 2	4.00		overall 2.8	Antiquated historic building in poor interior condition. CPTED concerns @ wing walls. Insufficient for community park.	-	-	1912	High Vandalism	Highest Equity Priority Zone (300)	Complete Replacement / Major Renovation. Historic - eval needed.	Community Park
	Coeur d'Alene Park	District 3	4.25		overall 3.8	Antiquated historic building in poor interior condition. CPTED concerns @ wing walls.	-	1988	1891	Extreme Vandalism	Medium Equity Priority Zone (200)	Complete Replacement. Decommission & preserve. Re-site new building.	Neighborhood Park
	Corbin Park	District 3	4.25		overall 3.4	Antiquated historic building in poor interior condition. CPTED concerns @ wing walls.	-	-	1907	Medium Vandalism	Medium Equity Priority Zone (200)	Complete Replacement / Major Renovation. Historic - eval needed.	Neighborhood Park
	Courtland Park	District 1	4.25	4.5	overall 4.0	Out of service. Sewer line damaged	-	n/a	1931	High Vandalism	Highest Equity Priority Zone (300)	Complete Replacement. Remove structure. Re-site nearer parking.	Neighborhood Park
	Emerson Park	District 3	4.25		overall 2.6	Often out of service. Leaking roof & associated damage.	-	1997	1983	High Vandalism	Highest Equity Priority Zone (300)	Complete replacement.	Neighborhood Park
	Fish Lake Trail 1 - Government Way	District 3	4.25		-	Often out of service due to vandalism.	new build	-	-	Extreme Vandalism	Low Equity Priority Zone (100)	Major Renovation / Removal - eval needed.	Trailhead
	Franklin Park 2 - SE (near splash pad)	District 3	4.25		overall 3.8	Poor physical condition & visibility. Located too far from splash pad.	-	-	1914	High Vandalism	Highest Equity Priority Zone (300)	Remove. Complete Replacement. Re-site nearer splash pad.	Special Use Park
	High Bridge Park	District 2	4.25		overall 4.0	Often out of service. Historic building. Poor physical condition.	reno	1974	1952	High Vandalism	Low Equity Priority Zone (100)	Complete Replacement / Major Renovation - eval needed. Recommend added RR nearer dog park	Regional Park
	Minnehaha Park	District 1	4.25		overall 4.2	Unique historic building, poor physical condition. Insufficient stall count for community park.	reno	1979	1909	High Vandalism	Medium Equity Priority Zone (200)	Complete Replacement. Historic building. Eval needed. Provide complete replacement restroom.	Community Park
	Peaceful Valley Park (under bridge)	District 3	4.25		overall 3.0	Antiquated building in poor condition.	new build	1986	1986	Extreme Vandalism	Medium Equity Priority Zone (200)	Remove without replacement - pocket park. Consider RR pad.	Pocket Park
	Thornton Murphy Park	District 2	4.25		overall 3.4	Antiquated building in community park, poor visibility.	-	-	1934	Medium Vandalism	Medium Equity Priority Zone (200)	Remove. Complete Replacement. Re-site for CPTED.	Community Park
	Franklin Park 1 - Bud Adams Field (Bleacher)	District 3	4.50		overall 3.8	Antiquated building in poor condition.	-	-	1914	High Vandalism	Highest Equity Priority Zone (300)	Remove. Complete Replacement. Re-site for CPTED.	Special Use Park
	Nevada Park (Chief Gary School)	District 1	4.50		overall 3.6	Antiquated building. CPTED concerns.	-	1971	1971	High Vandalism	Highest Equity Priority Zone (300)	Remove. Complete replacement. Re-site for CPTED	Neighborhood Park
	Harmon Park	District 1	4.75		overall 3.8	Intermittently out of service. Significant wood deterioration.	-	1988	1933	High Vandalism	Highest Equity Priority Zone (300)	Remove. Complete replacement. Re-site for CPTED	Neighborhood Park / Community
	Jim Hill Park	District 1	4.75	4.5	overall 3.8	Out of service. RR not typical in pocket park. Sewer line damaged.	-	-	1924	Extreme Vandalism	Highest Equity Priority Zone (300)	Remove without replacement - pocket park.	Pocket Park
	Lincoln Park	District 2	4.75	5.0	overall 3.2	Out of service. No sewer.	-	-	1913	Extreme Vandalism	Medium Equity Priority Zone (200)	Remove. Complete replacement. New sewer req'd. Sewer / pit toilet eval needed. Consider second restroom serving natural land.	Neighborhood Park
	Cowley Park	District 2	5.00		overall 4.0	Out of service. RR not typical in pocket park. Attractive nuisance impacted security of overall park.	-	1981	1915	Extreme Vandalism	Medium Equity Priority Zone (200)	Remove without replacement - pocket park. Consider RR pad.	Pocket Park
	Parkwater Park	District 2	N/A		overall 4.0	out of service. Removed at request of neighborhood in 2024	new build	1998	1998	Low Vandalism	Medium Equity Priority Zone (200)	Remove without replacement - pocket park.	Pocket Park
	Rochester Heights Park	District 1	5.00		overall 3.2	Intermittent out of service. Poor visibility within park.	-	1970	1970	High Vandalism	Highest Equity Priority Zone (300)	Remove. Complete replacement. Re-site for CPTED. Relocate utilities	Neighborhood Park
	Total Restrooms Rated To Date / Avg Condition Citywide		63										
							avg date avg facility age	1992 33	1949 76				

# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Committee			<b>Committee meeting date:</b> Sept. 29, 2025
<b>Requester</b>	Nick Hamad			<b>Phone number:</b> 509.363.5452
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action			
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other			
<b>City Clerks file</b> (OPR or policy #)	OPR 2021-0508			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A		<b>Master Plan Priority Tier:</b> N/A (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Stone GCO / Memorandum of Understanding Riverfront Park North bank Dog Park (no cost)			
<b>Begin/end dates</b>	Begins: 09/11/2025		Ends: 09/11/2028	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> In June 2021, park board approved LOI for proposed dog park on north bank of Riverfront Park.  In June of 2024, park board rejected a proposed agreement with LB Stone for the dog park as the terms of the agreement did not match the terms of the LOI.  In June of 2025, park board reconsidered an updated agreement, offering comment for revision prior to full reconsideration.  LB Stone has revised the terms of the proposed agreement and is requesting park board consideration of the updated agreement. This agenda item will review the updated proposal, discuss, and request park board direction regarding adjustment / approval / rejection.				
<b>Motion wording:</b> Motion to approve Memorandum of Understanding with StoneGCO, LLC for a dog park improvement at Riverfront Park (no cost)				
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Stone GCO Name: Nick Czapla    Email address: NickCzapla@LBStoneProperties.com    Phone: 509.343.9003				
<b>Distribution:</b> Parks – Accounting    gjones@spokanecity.org Parks – Sarah Deatrich    mkapaun@spokanecity.org Requester: Nick Hamad    tblack@lukins.com Grant Management Department/Name:				
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: -    -				
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>				

## MEMORANDUM OF UNDERSTANDING

### RIVERFRONT PARK NORTHBANK DOG PARK

**This Memorandum of Agreement** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) between StoneGCO, LLC, a Washington limited liability company (“Stone”) and or assigns, and City of Spokane Parks and Recreation (“Parks”), hereinafter collectively referred to as the Parties.

#### Background and Purpose

A. As an amenity for citizens of Spokane, Stone has proposed to develop a public dog park in Riverfront Park situated at the northern terminus of the Riverfront Park suspension bridge. Parks desires to renovate the park grounds at this location to improve public safety, enhance visual access to the river corridor, and provide additional park amenities to the public. The Parties wish to set forth the conditions under which Stone will develop a public dog park in Riverfront Park.

B. The public dog park that the Parties envision is generally depicted in Exhibit A and is proposed to include new walkways/pathways to a river overlook, new fencing, new lighting, dismantle of the park shelter for future relocation, existing historic rock walls, renovated landscaping & irrigation, and appurtenances as required (the “Dog Park”). It is anticipated the detailed design layout of the Dog Park and its amenities will be modified from Exhibit A in order to comply with applicable development regulations and incorporate public feedback as appropriate. The historic elements of the site will be redeveloped in a manner consistent with the requirements of the City of Spokane’s Historic Preservation Office and Washington Department of Archaeology and Historic Preservation. The existing historic rock walls lining pathways to the suspension bridge will remain as will the bridge towers and existing underground utilities. All proposed improvements shall meet all permit and building requirements of authorities having jurisdiction and shall be mutually acceptable to Stone and Parks prior to commencement of construction activity. Once completed and opened to the public, the Dog Park will be considered part of Riverfront Park and will be open to the public during regular park hours.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

#### AGREEMENT

##### Section 1 Dog Park

1. Stone Responsibilities.
  - a. Stone will develop the Dog Park to Parks’ satisfaction and in full compliance with recognized guidelines applicable to dog parks, including the adopted City of Spokane Dog Park Guidelines, Spokane County Code 5.04.45 Designated off-leash area(s) - rules and regulations (or something similar), and in a manner and quality that is consistent with the other improvements that have been completed recently in Riverfront Park, all at no cost or expense to Parks and/or the City of Spokane. The Dog Park shall be developed with a fence six feet tall to secure dogs within the off-leash area. Stone shall, at its sole expense, design, engineer, construct, and otherwise develop the Dog Park pursuant to all government authorities or agencies having jurisdiction. If Stone, through no fault of its own, has not achieved Substantial Completion (as defined below) of the Improvements by Q2 of 2026, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes, or alternatives to complete the improvements. As

used herein, the term "Substantial Completion" shall mean the stage in the progress of the improvements are sufficiently complete in accordance with approved plans such that the public can occupy or utilize the improvements for their intended use.

- b. Stone shall obtain all necessary governmental approvals and permits from authorities having jurisdiction.
- c. Stone shall submit preliminary improvement plans to the Parks Department which contain:
  - i. A site plan depicting proposed improvements, including but not limited to, the location of all structures, security cameras, signage, pedestrian ingress and egress routes, fences, etc.
  - ii. Character sketches illustrating the elevation and general appearance of the improvements.
  - iii. The design steering committee recommendation to the Park Board for acceptance of the submitted preliminary improvement plan.
- d. Within one hundred and twenty (120) days after approval of the preliminary improvement plans, or as otherwise mutually agreed, Stone and their agent(s) shall prepare construction documents in substantial conformance with the approved preliminary improvement plans for review and approval by the Parks Director or designee. Stone shall not commence with construction until receiving approval of construction documents by the Parks Director or designee, such approval which shall not be unreasonably withheld, conditioned, or delayed.
- e. Upon completion of the Dog Park, Stone shall dedicate and donate the Dog Park and all improvements constructed thereon to Parks.
- f. Stone, at no cost or expense to Parks, shall maintain, operate, and repair the Dog Park, including improvements, to Parks' satisfaction for a period of three (3) years commencing on the Effective Date. Stone and Parks shall have the option to extend this Agreement for eight (8) extension periods, each for a term of three (3) years commencing immediately following the expiration of the then current term. Maintenance, operation and repair activities includes but is not limited to: trash cleanup, sweeping, washing and cleaning of hardscapes (walkways, walls, etc.), touch up painting, trimming and mowing shrubs, grasses, and trees, weeding and top-off mulching of landscape planting beds, minor repair to site fencing and gates, maintenance as required to ensure light fixtures remain in good operating condition, minor repair, cleaning and upkeep of fixtures, furnishings and equipment, and maintenance of ground surfacing (gravel, grass, artificial turf, etc.) within the Dog Park. Stone will coordinate with Friends of Riverfront Park to plan for maintenance, operation, and repair activities of the Dog Park in future extensions of this Agreement after the initial three (3) year term.
- g. Stone shall obtain and keep in force throughout construction a commercial general liability insurance policy on an occurrence basis with 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. Subject to paragraph 2h, Stone and its insurers shall have the benefit of all affirmative defenses and protections under Washington statutory and common law regarding liability arising from development and construction of the Dog Park.

- h. Stone, in recognition for its contribution to the public, will be permitted to name the Dog Park and all of the Dog Park features and elements within the Dog Park as permitted by Park Department Admin Policy 1400-11-07. No additional fee for naming shall be charged to Stone beyond Stone's initial investment to improve and develop the Dog Park property. Once adopted, the approved Dog Park feature name and associated recognition (commemorative recognition such as memorial, signs, benches, plaques, or tributes), shall be granted for a period of time as permitted within the aforementioned Sponsorship policy.
- i. Stone acknowledges that Parks may close portions of Riverfront Park to dogs for certain large events (Pig Out In The Park, etc.). The Dog Park will otherwise be subject to rules pertaining to City parks outline in SMC 12.06A.
- j. Prior to execution of this agreement, Stone shall provide a letter from the Board of the Upper Falls Condominium supporting the proposed Dog Park project.
- k. Stone shall work with the City of Spokane Historic Preservation Office and Parks to develop, furnish and install an interpretive panel commemorating the park shelter (Boy Scout Shelter) removed from the location of the Dog Park. The panel shall be installed within or immediately adjacent the Dog Park. Stone and Parks shall mutually agree on the specific location for the panel.
- 2. Parks' Responsibilities.
  - a. Parks shall convene a design steering committee consisting of stakeholders from park staff, Stone, and the Park Board, to provide input during the preliminary design process. The committee may recommend a preferred preliminary plan for approval or disapproval by the Park Board. Upon Park Board approval of the preliminary improvement plan, the design steering committee shall disband.
  - b. The Park Board shall approve or disapprove of the preliminary improvement plans within sixty (60) days from Stone's delivery of said plans. In the event the Park Board disapproves the preliminary improvement plan, the Parties will work together in good faith to reach agreement on the preliminary improvement plans. If agreement cannot be reached, this Agreement as written shall be voidable by Stone.
  - c. Parks shall designate a qualified person to inspect and confirm the improvements are constructed in accordance with agreed upon improvement plans, governmental approvals, permits, and applicable laws.
  - d. Parks shall be responsible to pay for Dog Park utility expenses for the duration of this Agreement. Utility expenses to be paid by Parks shall include basic monthly water meter charges, water consumption charges, commercial sewer charges, general stormwater charges, refuse, water-wastewater capital charges, and basic electric service charges for Dog Park lighting.
  - e. Parks will ensure the Dog Park remains open daily for public use except as may be required for intermittent repair or for the protection of the health, safety and welfare of the public. The Dog Park will be closed daily during the hours of closure as listed within the Spokane Park Code as codified in Chapter 12.06A of the Spokane Municipal Code, as may be amended. Parks and Stone will work together to place appropriate signage notifying the public the Dog Park is open to the public and that the entirety of the Park Code applies to the Dog Park. Stone may temporarily close sections of the Dog Park to enable landscape maintenance and revitalization.

- f. Parks shall be responsible for enforcing the City of Spokane park code within the Dog Park for the duration of this Agreement as outlined in SMC 12.06A Park Code. Parks may trespass individuals who violate the Dog Park rules. This includes but is not limited to enforcement of park hours, drugs and alcohol, weapons and projectiles, and unlawful occupation or trespass, et al.
- g. Parks shall cooperate with Stone for the coordination of private events up to four (4) times per year for events Stone desires to be held in the Dog Park, which may include food and wine service as permitted by Chapters 10.39 & 12.06A of the Spokane Municipal Code. Stone shall be responsible for all special event clean-up services and all food and alcohol permitting that may be required, except where the Parties agree such services are the obligation of a third party.
- h. Parks requires that the shelter structure be restored and Parks agrees that the shelter structure can be relocated to another location within Riverfront Park. Stone shall dismantle the timber structure and salvage all reusable above-grade building materials generally including but not limited to: timber posts, beams, rafters, joists, and tongue and groove roof decking. Building components which have deteriorated significantly and are not suitable for re-use due to rot, exposure, and age shall be separated from salvageable materials and disposed of at an appropriate off-site location disposal facility. Stone shall pay for all costs related to the dismantling, salvage and palletizing shelter materials to be preserved as well as demolition and disposal of all materials not suitable for re-use (roofing, footings, rotted wood, etc.). Storage, relocation, reassembly and restoration of shelter shall be Parks responsibility.
- i. Stone shall defend, indemnify, and hold the City 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 Stone's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require Stone to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of Stone's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Stone, its agents or employees. Stone specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Stone's own employees against the City and, solely for the purpose of this indemnification and defense, Stone specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Stone 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 the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **Section 2      Default and Remedies**

- 1. Events of Default. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Parties may, at their option, declare an "Event of Default" under this Agreement:



(a) Either Party fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the other party or creates a material risk of injury to person or damage to property;

(b) Either Party fails to comply with any term or fails to perform any of its obligations under this Agreement, and continues for a period of ten (10) days after written notice from the other party;

(c) If any representation or warranty made by Stone or Parks in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, the party shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from the other party; or

(d) Should Stone be unable to secure the required permits and licenses to construct the dog park, this agreement shall be deemed null and void.

2. Cure; Remedies. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within a reasonable period of time after commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting party's control, the period of time in which the defaulting party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure. Upon the occurrence of any Event of Default not cured within the cure period described above, the non-defaulting party may perform any and all work necessary to complete and secure the Dog Park or to remove hazardous conditions to protect the Dog Park and invoice the defaulting party for the same. Such invoice to the defaulting party shall be payable within thirty (30) days of receipt of the invoice by the non-defaulting party.

### **Section 3      Miscellaneous Provisions**

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this Agreement are incorporated herein by this reference as though fully set forth herein.
2. Attorneys' Fees and Costs; Governing Law and Venue. 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, 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.

3. Entire Agreement. Except as expressly stated herein, this Agreement is the entire agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.
4. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions; this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
5. Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.
6. Volunteers. Nothing in this Agreement shall restrict Parks from utilizing volunteers to meet its obligations as described herein. Volunteers may from time to time assist in the performance of Dog Park duties, provided that Parks shall ensure that such volunteers are under the direct supervision of a representative of Parks.
7. Third Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to this Agreement on persons or entities not a Party to this Agreement.
8. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
9. Negotiation. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
10. Effectiveness. This Agreement is effective on the Effective Date.
11. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; and by (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

Stone: StoneGCO, LLC  
Attn: Nick Czapla  
PO Box 3949  
Spokane, WA 99220  
Email: nick@lbstoneproperties.com

With a copy to:

Lukins & Annis, P.S.  
Attn: Tyler Black  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201  
Email: tblack@lukins.com

Parks: City of Spokane, Park Board  
Attn: Garrett Jones  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Email: gjones@spokanecity.org

With a copy to:  
Office of the City Attorney  
Attn: Megan Kapaun  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201  
Email: mkapaun@spokanecity.org

12. Antikick Back. No officer or employee of 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 this Agreement, or solicit, accept, or grant a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
13. Debarment and Suspension. Stone 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.
14. Assignment. This Agreement shall be assignable by Stone, with the consent of Parks, which consent shall not be unreasonably withheld, conditioned or delayed, provided that in the event of any transfer of Stone’s interest in its residential project situated generally at 700 N Lincoln (other than a transfer for collateral purposes only), upon the assumption of this Agreement by the transferee, Stone shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, but such covenants and obligations shall be binding during the term upon each new owner for the duration of such owner’s ownership.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

**StoneGCO, LLC**

**CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

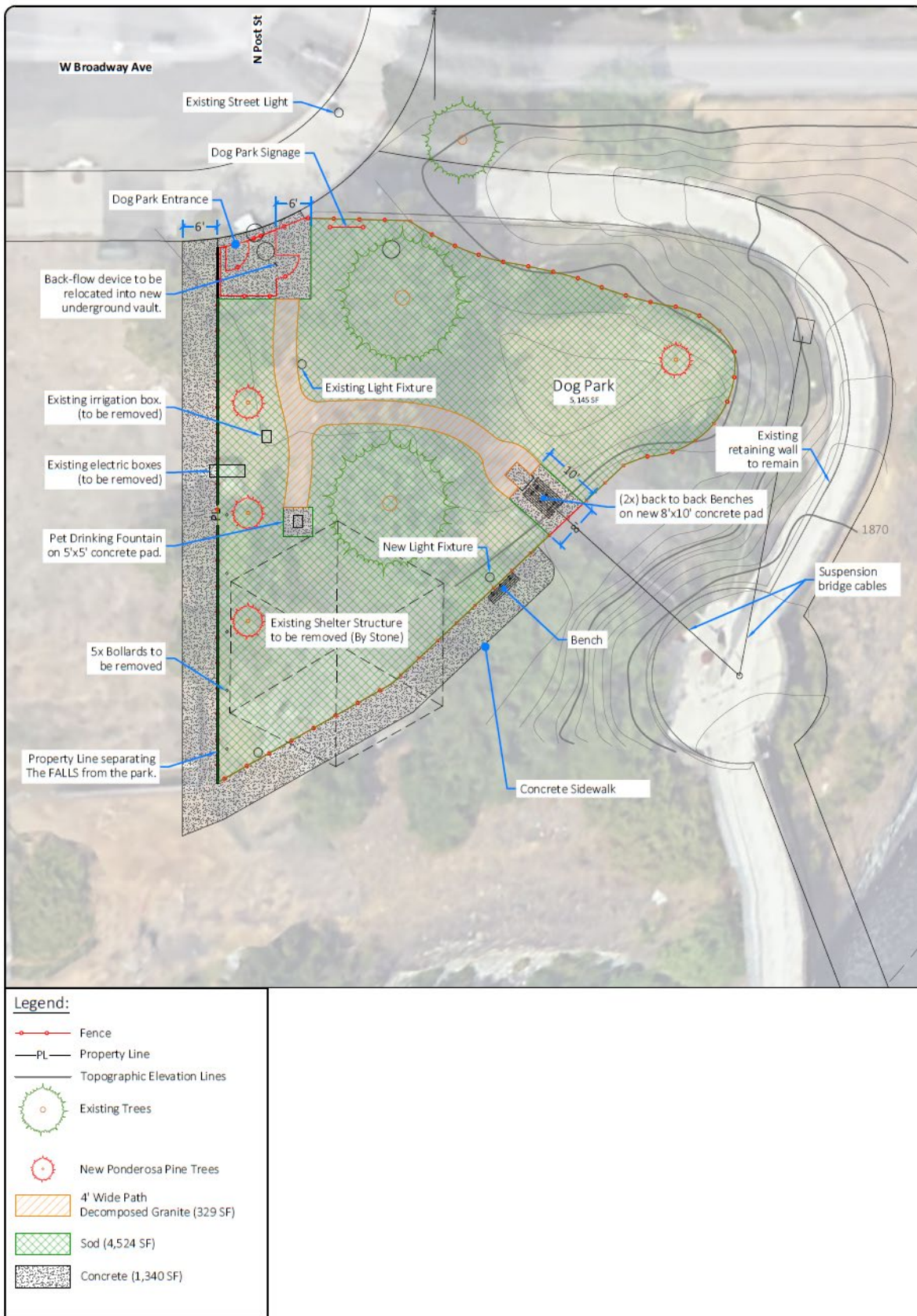
Attest:

Approved as to form:

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

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

## EXHIBIT A - DEPICTION OF DOG PARK



**EXHIBIT B - DOG PARK ENTRANCE SIGNAGE**

