



CITY OF SPOKANE PARK BOARD RIVERFRONT PARK COMMITTEE

4 p.m. Monday, September 8, 2025
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

Gerry Sperling – Chair –
Absent/Excused
Kevin Brownlee - Absent
Jennifer Ogden
Lindsey Shaw

Park Board:

Guests:

Elizabeth Moore
Wes Southwick – LB
Stone Properties
Nick Czapl – LB Stone
Properties

Parks Staff:

Nick Hamad
Megan Kapaun
Rhett McCall
Jonathan Moog

Summary

- The Spo-cake event was presented as an informational item by Elizabeth Moore and Megan Kapaun
- The Stone GCO / Memorandum of Agreement Riverfront Park North Bank Dog Park was presented as an action item by Nick Hamad
- The August 2025 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4:00 p.m. October 6, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4: p.m. by acting committee chair Jennifer Ogden.

Public comment: None

Informational Items:

- A. SpoCake event introduction –*Elizabeth Moore and Megan Kapaun* presented. SpoCake was one of this year's recipients of the Riverfront fee-waiver grants incentivizing new events in Riverfront Park. On September 28, up to 150 registrants will bring a cake to the Pavilion and have the opportunity to share it with other participants. Registration is required.

Action Items:

- A. **Stone GCO / Memorandum of Agreement Riverfront Park North Bank Dog Park (no cost)** – *Nick Hamad* presented. The development and construction of the North Bank Dog Park project would be provided by Stone GCO, as well as maintenance of the space for 3 years, with renewable terms up to a total of 24 years. Parks would provide the space, with ownership of the property retained by Parks & Recreation. A letter of support from The Upper Falls Condominiums HOA as the adjacent property owner has been received.

- **Motion #1** – Jennifer Ogden moved to recommend the Stone GCO / Memorandum of Agreement Riverfront Park North Bank Dog Park (no cost)

Lindsey Shaw seconded.

The motion passed with unanimous consent (2-0 vote). It is proposed to place this as a regular action item on the agenda for the September 11 Park Board meeting.

Standing Report Items:

- A. August 2025 Operations Report –*Jonathan Moog* presented. Highlights included: 1) Pig Out in the Park; 2) Chess at Riverfront event; 3) Unity in the Community; 4) ShineFest; 5) Sam Barber and Rainbow Kitten Surprise concerts sold out; 6) Gesa Pavilion signage installation is in progress; 7) the CSO Plaza embankment clean-up with Spokane Riverkeeper and Spokane Mountaineers, removing 1400 pounds of garbage; 8) Annual state ride certification was completed; and 9) Make-a-Wish organization presented a wish to Lyla.

Adjournment: The meeting was adjourned at 5:09p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. October 6, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Riverfront Committee			Committee meeting date: Sept. 29, 2025
Requester	Nick Hamad			Phone number: 509.363.5452
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)	OPR 2021-0508			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	N/A		Master Plan Priority Tier: N/A (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Stone GCO / Memorandum of Understanding Riverfront Park North bank Dog Park (no cost)			
Begin/end dates	Begins: 09/11/2025		Ends: 09/11/2028	☐ 06/01/2525
Background/history: 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.				
Motion wording: Motion to approve Memorandum of Understanding with StoneGCO, LLC for a dog park improvement at Riverfront Park (no cost)				
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Stone GCO Name: Nick Czapla Email address: NickCzapla@LBStoneProperties.co Phone: 509.343.9003				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name:				
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: - Budget code: -				
Vendor: ☐ Existing vendor ☒ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☐ UBI: Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☐ Insurance Certificate (min. \$1 million in General Liability)				

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.
- 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 ~~(i)~~ 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 – 'Sponsorships, donations, naming recognition of parks and recreation areas or facilities' as depicted in Exhibit B, ~~and (ii) benefit from any compensation associated therewith.~~ Any compensation derived from sponsorship associated with the Dog Park shall be reserved first for capital expenditures by Stone and when repaid,

~~then for maintenance, care and repair of the Dog Park.~~ 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 ~~three (3) years and any extensions~~ 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. Parks understand that if not necessary, Dog Park shall not be closed. ~~Nonetheless, Parks agrees that the Dog Park shall be excepted from closure any obligation to close during such large events.~~
- 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. The Parks and Stone

~~shall jointly cooperate to may trespass individuals and dogs 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 the planning and permitting, to the extent necessary, of any private 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;

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

~~(f)~~ —

3.2. 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, Park Board

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date Signed)

(Date Signed)

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Stone's Initials: _____

Parks' Initials: _____

EXHIBIT A - DEPICTION OF DOG PARK

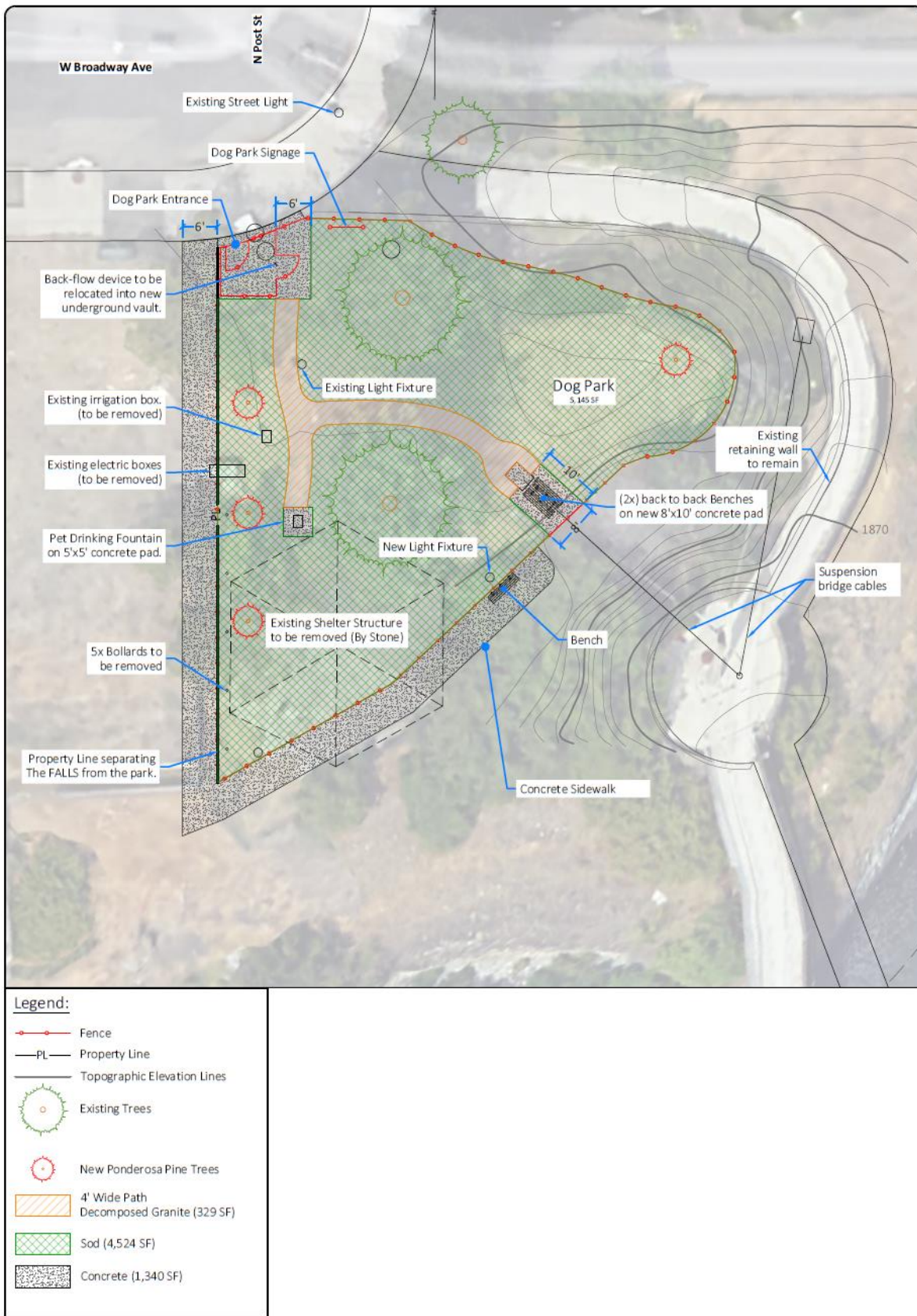


EXHIBIT B - DOG PARK ENTRANCE SIGNAGE

