



Spokane Park Board Land Committee
3:30 p.m. Wed., Nov. 30, 2022

In-person: Sister City conference room
1st floor lobby, City Hall, 808 W. Spokane Falls Blvd.
Spokane, WA 99201

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2492 167 9019
Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair
Sally Lodato
Hannah Kitz
Kevin Brownlee

The Land Committee meeting will be held in-person in the Sister City conference room, 1st floor lobby, City Hall, 808 W. Spokane Falls Blvd. and virtually via WebEx at 3:30 p.m. Wednesday, Nov. 30, 2022. Committee members, staff, presenters and the public still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2492 167 9019**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. Nov. 30 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase \(\\$77,932.74\)](#) – Nick Hamad
2. [Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket, \\$510,000 \(\\$102,000/year\)](#) – Carl Strong
3. [Park parcels 25133.2012 & 25133.2103 Access & Utility Easement Agreement / Peaceful Valley \(\\$TBD revenue\)](#) – Nick Hamad

Discussion items:

1. [American Indian Community Center Partnership Opportunity / High Bridge Park](#) – Garrett Jones
2. Active park planning project updates (dog park, master plan funding/staffing evaluation, land

use partnership) – Nick Hamad

Standing Report Items:

Adjournment

Agenda Subject to Change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	November 30, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Western States CAT / 2023 Caterpillar 303.5 Track Excavator Purchase (\$77,932.74)		
Begin/end dates	Begins: 10/13/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>Purchase of (1) new 9,000 pound mini excavator and accessories from Sourcewell Purchasing Contract for use to install new irrigation systems within parks. Spokane Parks has experienced significant price escalation for new park irrigation system installation and in order to reduce the cost of park irrigation system installation desires to form city crew dedicated to new park irrigation installation. In order for this crew to be effective, purchase of a new min-excavator to facilitate the work is required. This purchase is being made from a publicly available purchasing cooperative approved by the City of Spokane Purchasing Department.</p> <p>By utilizing park staff for irrigation system installation where possible, the price for new irrigation installation is lowered from over \$2.00 per square foot to approximately \$0.75 per square foot.</p>			
Motion wording:			
Motion to enter contract with Western States CAT for purchase of a new track excavator and accessories for \$77,932.75 including tax			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company:			
Name: Eric Druffel		Email address: Eric.Druffel@wseco.com	Phone: 509.723.7022
Distribution:			
Parks – Accounting		Thea Prince	
Parks – Sarah Deatrich		Al Vorderbrueggen / Carl Strong	
Requester: Nick Hamad		Andy Thew	
Grant Management Department/Name:		Eric Druffell (eric.druffel@wseco.com)	
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
\$77,932.75		1950	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input type="checkbox"/> UBI: Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	





Cat[®] 303.5 CR

MINI EXCAVATOR

FEATURES:

The Cat[®] 303.5 CR Mini Excavator delivers power and performance in a compact size to help you work in a wide range of applications.

ALL DAY COMFORT

- Choose either a canopy or a sealed and pressurized cab which can be equipped with air conditioning, adjustable wrist rests, and a suspension seat option to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive next generation LCD monitor provides easy to read machine information. An advanced touchscreen monitor can also be equipped.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls to move the machine and to operate the blade. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A COMPACT DESIGN

- Strong lift and dig performance helps you get the job done faster. The compact radius design lets you access and work in the tightest areas. Dozer float allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat mini excavator is designed to help keep you safe on the job. Courtesy work lights and a fluorescent retractable seat belt are just a couple of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat mini excavator. Routine check points are easy to access at ground level through the side doors. The unique tilt up cab or canopy lets you reach additional service areas when needed.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat mini excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.





SALES AGREEMENT

AGREEMENT: Q000298538-3

AGREEMENT DATE: 11/15/2022

AGREEMENT EXPIRES: 12/15/2022

WAREHOUSE: Liberty Lake Machine Sales

CUSTOMER NO.: 8202490

CUSTOMER PO:

SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

SOLD TO:

City Of Spokane - Parks & Rec
 Attn: Parks & Recreation Dept
 808 W Spokane Falls Blvd
 Spokane, WA 99201-3333

SHIP TO:

Office
 Attn: Parks & Recreation Dept
 808 W Spokane Falls Blvd
 Spokane, WA 99201-3333

ITEM DESCRIPTION

PRICE

2023 Caterpillar 303.5 Track Excavator S/N: TBD ID:E0115969	\$93,540.00
<ul style="list-style-type: none"> ● Delivery Freight ● EMS Basic - 500 Hour Parts Only ● New Warranty - 24 mo 2,000 hours - Premier 	
Caterpillar THUMB 303E S/N: TBD	\$2,272.90
Caterpillar CPLR 304H S/N: TBD - CPLR HPG 303-304.5	\$2,349.40
Caterpillar 12" GP BKT 1.7CFT 303 S/N: TBD	\$1,008.95
Caterpillar 24" GP BKT .30CYD 307D-308D S/N: TBD	\$1,245.25
List Price Discount - 20% Sourcewell Discount -	(\$18,228.00)
List Price Discount - Additional Dealer Discount -	(\$10,690.57)

Notes

This quote is provided using the National Sourcewell contract # 032119-CAT.

Before Tax Balance	\$71,497.93
Sales Tax	\$6,434.82
Trade Payoff	\$0.00
Downpayment	\$0.00
Net Due	\$77,932.75

Western States Equipment

City Of Spokane - Parks & Rec

Order Received by _____

Approved and Accepted by _____

Title Salesman _____ Date _____

Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000298538-3

EQUIPMENT DETAILS

6163222 303.5 07A CR MHE CFG14B
 5199265 SEAT, SUSPENSION, FABRIC
 5219511 LIGHTS, LED, FRONT
 5254465 CAT KEY, WITH PASS CODE OPTION
 5414789 FILM, COUPLER, ANSI
 5551839 CWT, STANDARD
 5581763 LINES, STICK W/O SLCV
 5662914 TRACK, 12", RUBBER
 5685200 TRAVEL LEVERS AND PEDALS
 5719665 UNDERCARRIAGE, FIXED, ANGLE BLD
 5752776 LINES, BUCKET, LONG STICK
 5755041 CONTROL, QC, 3 LINE, LNG, A BLD
 5780230 FILM, CAB A/C
 5947890 FLOORMAT, CAB, W/TRAVEL
 5997202 SEAT BELT, 3" RETRACTABLE
 0P2266 SHIPPING/STORAGE PROTECTION
 0P9003 LANE 3 ORDER
 5414787 FILM, PRODUCT LINK, ANSI
 5421504 FILM, INC. CANADA
 5571709 SOFTWARE, PROPORTIONAL CONTROL
 5571713 SOFTWARE, CODED START
 5581754 BOOM, STANDARD
 5719088 LINKAGE, BUCKET, W/LIFTING EYE
 5762961 ENGINE, EPA TIER 4F
 2023
 4855300 COUPLER, PG, HYDR.D.LOCK, 3-4T
 1542638 PINS, BUCKET, 40MM
 1542638 PINS, BUCKET, 40MM

5198302 WATER JACKET HEATER, 120V
 5199280 MIRRORS, LEFT AND RIGHT
 5219517 INTEGRATED RADIO
 5414688 LIGHT COVER, CAB
 5428886 BOOM LIGHT, LED
 5581760 LINES, BOOM W/O BLCV
 5581770 CAB, WITH HEAT AND A/C
 5685199 BLADE, ANGLE, BOCE
 5719661 STICK, LONG, W/ THUMB BRACKET
 5720436 PRODUCT LINK, CELLULAR PLE643
 5754420 CONTROL, 1ST AUX, JOYSTICK
 5757225 LINES, 1ST AUX, LONG STICK
 5807178 MONITOR NEXT GEN, NO CAMERA
 5953179 FILM, ROPS, ISO
 4218926 SERIALIZED TECHNICAL MEDIA KIT
 0P4299 PACKING, LAST MILE PROGRAM
 5581751 303.5 07A CR HYD EXCAVATOR
 5421495 2 WAY CONTROL
 5461520 HYDRAULIC OIL, STD
 5571710 SOFTWARE, STICK STEER CONTROL
 5581744 ALARM, TRAVEL
 5693572 INSTRUCTIONS, ANSI
 5734364 DRAIN, ECOLOGY
 5882227 ACCUMULATOR
 4522740 THUMB, HYDRAULIC, 3-4T
 4649900 BUCKET-HD, 12", 1.7 FT3, 3T
 4649904 BUCKET-HD, 24", 4.2 FT3, 3T

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Spokane - Parks & Rec			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Parks & Recreation Dept 808 W Spokane Falls Blvd Spokane, WA 99201-3333				
EXTENDED WARRANTY COVERAGE New Warranty - 24 mo 2,000 hours - Premier				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510					

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) City Of Spokane - Parks & Rec
Nombre del Cliente (con letra de imprenta)

Dirección postal completa Attn: Parks & Recreation Dept 808 W Spokane Falls Blvd Spokane, WA 99201-3333

Country USA
país

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- | | |
|--|---|
| <input type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia. | <input type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas. |
| <input type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos | <input type="checkbox"/> 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03). |

User's Signature
Firma del usuario _____

Dir. Rep. Signature
Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Spokane - Parks & Rec

Date : Tuesday, November 15, 2022

Account # : 8202490

Delivery Date :

Western States Equipment Contact : Eric.Druffel@wseco.com

MACHINE INFORMATION

Machine Serial :

Single 500 Hr. Service

Machine Model :

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

Client Signature and Date

Western States Equipment Signature and Date

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Nov. 30, 2022		
Requester	Carl Strong	Phone number: 509-363-5415	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket, \$510,000 (\$102,000/year)		
Begin/end dates	Begins: 01/01/2023	Ends: 12/31/2027	<input type="checkbox"/> Open ended
Background/history: Turf Star d.b.a. Western Equipment Distributors, Inc. is the exclusive local authorized dealer for commercial Toro equipment and parts. A resolution declaring Turf Star d.b.a. Western Equipment Distributors, Inc. as sole source for Toro is in place. The current Toro 5-year value blanket in the amount of \$402,000 will expire 12/31/2022.			
Motion wording: Approve the Toro/Turf Star d.b.a. Western Equipment Distributors, Inc. 5-year value blanket in the amount of \$510,000 (\$102,000 per year)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: cstrong@spokanecity.org Grant Management Department/Name: _____			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: _____ Budget code: _____ 1400-54500-76810-54803 1400-54100-75650-54803 1400-54500-76820-54803 1400-54100-75651-54803 1400-54600-76820-54803 4600-55100-75652-54803 1400-54600-76870-54803 1400-54100-75650-54803 1400-54300-76830-54803			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 603-059-455 Business license expiration date: 11/30/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			



**CITY OF
SPOKANE**
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Toro Commercial turf and irrigation equipment and parts for City owned golf courses

Requisition Number: _____

Estimated amount of this purchase: \$ 510,000 over 5 years (\$102,000 per year) value blanket

Contract Period 1/1/2023 - 12/31/27

Department: Park Operations Contact Person: Carl Strong Phone: 509-363-5415

Due Date: ASAP Work must be completed by: ASAP

Date Material/Equipment/Supplies must be delivered by: n/a

Location: Park Operations, 2304 E Mallon Ave, Spokane WA 99202

Date Service must begin by: 1/1/2023

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Turf Star, dba Western Equipment Distributors is the sole provider of Toro Commercial turf equipment and parts as well as Toro golf course irrigation products for this geographic area. All parts and replacement equipment for existing Toro products must be purchased through Turf Star.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

A letter is attached to this request from The Toro Company stating they have authorized Turf Star as the exclusive distributor for their parts and equipment in the State of Washington.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

This is a value blanket covering a span of five (5) years. The City of Spokane has had similar value blankets with Western Equipment Distributors for many years and as long as we continue to use Toro equipment, we plan to continue doing business with Western Equipment Distributors in the future.

4. Explain why the price for this product or service is considered to be fair and reasonable.

Turf Star does not inflate their prices and the Toro equipment prices are similar across the nation.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

A copy of the OMNIA pricing contract is included with this request.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

This value blanket request will cover the equipment currently used at the four (4) City owned golf courses. There has been a substantial amount of money invested in these courses over the last few years creating a viable and sustainable source of income for the City. If we could not repair our aging equipment, it would be far more costly to repair the damage to the courses.

Requested Vendor: Turf Star dba Western Equipment Distributors

Vendor's Address: 2824 East Garland, Spokane WA 99207

Vendor Contact: Gabe Hughes Phone: 971-371-0248

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

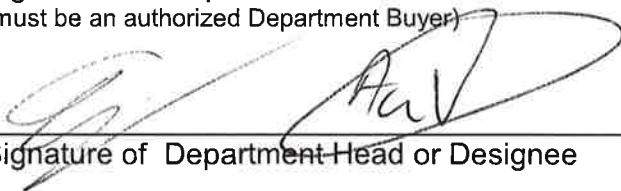
My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Signature of Requestor
(must be an authorized Department Buyer)

10-17-22

Date



Signature of Department Head or Designee

10-17-22

Date

Thea Prince

Approval by Purchasing (Over \$50,000)

11/23/22

Date

Approval by Grants Management
(Required for grant funded purchases)

Date

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	November 30, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Park Parcels 25133.2103 & 25133.2012 Access & utility Easement Agreement / Peaceful Valley		
Begin/end dates	Begins: 11/30/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>Park staff has received a request from a private property owner / builder for underground utility easements & public access easement across public park property. The property owner desires to develop several private properties for residential units and is in need of both utility and access easement across park property. As a result, the private property owner has requested permission for both easements. After a briefing discussion, Land Committee members expressed support for drafting & considering the attached agreement.</p> <p>The access onto the private parcel has been in use across park lands for well over 60 years and is proposed at no cost. The utility easements would be completely new and are proposed at a cost consistent with other recent park underground utility easements.</p>			
Motion wording:			
Motion to adopt access Access & Utility Easement Agreement across park parcels with owners of adjacent private lands (~\$24,000 revenue)			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name: Richard Palmer		Email address: palmerenterprises@mac.com	Phone: 509.481.3074
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
~\$24,000.00		1950	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

City of Spokane
Parks & Recreation Division
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6200

ACCESS AND UTILITY EASEMENT

This Access and Utility Easement (“Easement”) is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington (“City” or “Grantor”), and PALMER ENTERPRISES LLC, a Washington limited liability company; and Kirstin Hollingbery and Eric Sime, a married couple; and John Praxel, dealing in his sole and separate property (collectively the “Grantees”), hereinafter jointly referred to as “Parties”.

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Numbers 25133.2012 & 25133.2103 which is more fully described in Exhibit “A” attached hereto (“Park Property”); and having an abbreviated legal description as follows:

BENNETTS ADD L39TO45 & 51TO53 EXC STREET; TOGETHER WITH PTN OF VAC WEST AVE,
PER CITY ORD C36093

WHEREAS, Grantees own certain real property known as Spokane County Parcel Numbers 25133.2013, 25133.2014, 25133.2015, 25133.2016, 25133.2020 & 25242.1101, which is more fully described on Exhibit “B” attached hereto (“Benefitted Property”); and

WHEREAS, Grantees have requested an easement for purposes of vehicular ingress and egress, and landscaping over a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”); and

WHEREAS, Grantees have requested an easement to facilitate the installation, operation, maintenance, repair, and replacement of private underground utilities, including residential water and sewer services, for up to 4 single family residential dwelling units over a portion of the Park Property as described in Exhibit “C” attached hereto (“Utility Easement”); and

NOW, THEREFORE, in consideration of Twenty-four Thousand, Two Hundred and Ten Dollars (\$24,210.00), the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantees agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantees a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing vehicular access ingress, egress and landscaping (the "Access Easement"), and over, under, through and across those portions of the Park Property described in Exhibit "D" for purposes of installing, operating, maintaining, repairing, removing, and/or replacing underground private utilities for residential water and sewer services (the "Utility Easement"), and for no other purposes. Collectively, the Access Easement and Utility Easement may be referred to hereinafter as the "Easements".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantees, at all times, to enter the Access Easement for the purpose of installing, maintaining, repairing, removing, and/or replacing a private drive to facilitate vehicular access to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

B. **Utility Easement.** The Utility Easement is granted for the purpose of allowing Grantees, at all times, to enter the Utility Easement for the purpose of installing, maintaining, operating, maintaining, repairing, removing and/or replacing underground private utilities to serve residences constructed on the Benefitted Property, all at no cost whatsoever to Grantor.

C. **Director Permission Required.** Grantees shall not install or replace any such improvements in the Easements until plans for the same have been reviewed and approved in writing by the Director of Parks and Recreation. Except as expressly provided herein, Grantees shall not use the Easements for any other purpose(s) without the express written permission of the Director of Parks and Recreation.

3. **Non-Exclusive.** The Easements granted herein shall be non-exclusive.

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easements. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and

appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easements, Grantees shall restore Park Property and Grantor's surrounding property to the condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement areas.

C. Prior to the commencement of construction or maintenance activities within the Easements, Grantees shall provide a minimum 14-day notice to Grantor of planned work. Grantees shall call 509.625.6200 and request to be directed to appropriate City staff for coordination of construction or maintenance activity.

D. Grantees shall construct and maintain all improvements within the Easements to the standards required by all authorities having jurisdiction. Access Improvements shall include the paved drive surfacing, the paving base material, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

E. Grantees are responsible for obtaining all required approvals and permits for any activity Grantees undertake within the Easements.

F. Neither Grantees, nor their successors or assigns shall be permitted to erect or place any gates, fencing, access controls, accessory structures, building encroachments, or other improvement(s) within the Easements or on Park Property which may limit public access to the Park Property or reduce the area of Park Property available to the public.

5. Successors. The agreements contained herein and the rights granted hereby shall run with the title to the easement areas and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

6. Miscellaneous Provisions.

A. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easements.

B. Each individual executing these easements on behalf of Grantees represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of Grantees in accordance with a duly adopted resolution of Grantees' board of directors or in accordance with Grantees' bylaws (if applicable), and that this Easement is binding upon Grantees and its successor's and assigns, in accordance with its terms.

C. The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall purchase and install on Park Property a minimum of 1 new tree for each tree removed to construct improvements. Replacement tree type and size shall be selected mutually between Grantees and City Urban Forestry staff.

7. Indemnification. Grantees shall defend, indemnify, hold and save the Grantor harmless from any activity, work or thing done, permitted or suffered by Grantees in or about the Access Easement or Utility Easement, except to the extent such claim resulted from the act or omission of Grantor in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Grantees, its agents or contractors.

8. Insurance. At all times during the term of this Easement, Grantees shall maintain in force at its own expense, General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this lease. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Lessee's occupancy of the premises under this lease; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Lessee or its insurer(s) to the City.

As evidence of the insurance coverages required by this Easement, the Grantees shall furnish acceptable insurance certificates to the City at the time the Grantees returns the signed Easement. The certificate shall specify all of the parties who are additional insured, will include applicable policy endorsements, will include the 30 day cancellation clause, and will include the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Grantees shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

/

/

/

Dated this _____ day of _____, 2022.

GRANTEES

Palmer Enterprises, LLC

By: _____
Its: _____

Eric Sime

Kirstin Hollingbery

John Praxel

CITY OF SPOKANE

By _____
Park Board President

By _____
Parks Director

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.

County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,

(Print name)

on oath state that (she/he/they) is/are authorized to execute the instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the _____, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

NOTARY SEAL

Notary Public in and for the State of
Washington, residing at Spokane.
Appointment expires: _____

Exhibit A

Legal Description and Depiction of City Property

A portion of the Southwest Quarter of Section 13, Township 25 North, Range 42, E.W.M. in Spokane County, Washington described in as follows:

Lots 38, 46, 47, 48, 49 50, and 72 of Block 4; Lots 22, 23, 24, 25, 26 & 27 of Block 5, Bennett's Addition to Spokane Falls (now City of Spokane) except that part thereof dedicated to the public for street purposes; together with a portion of the adjacent vacated Linton Avenue and vacated West Avenue as per City Ordinance C36093.

Exhibit B

Legal Description and Depiction of Grantees's Property

A portion of the Southwest Quarter of Section 13, Township 25 North, Range 42, E.W.M. in Spokane County, Washington described in as follows:

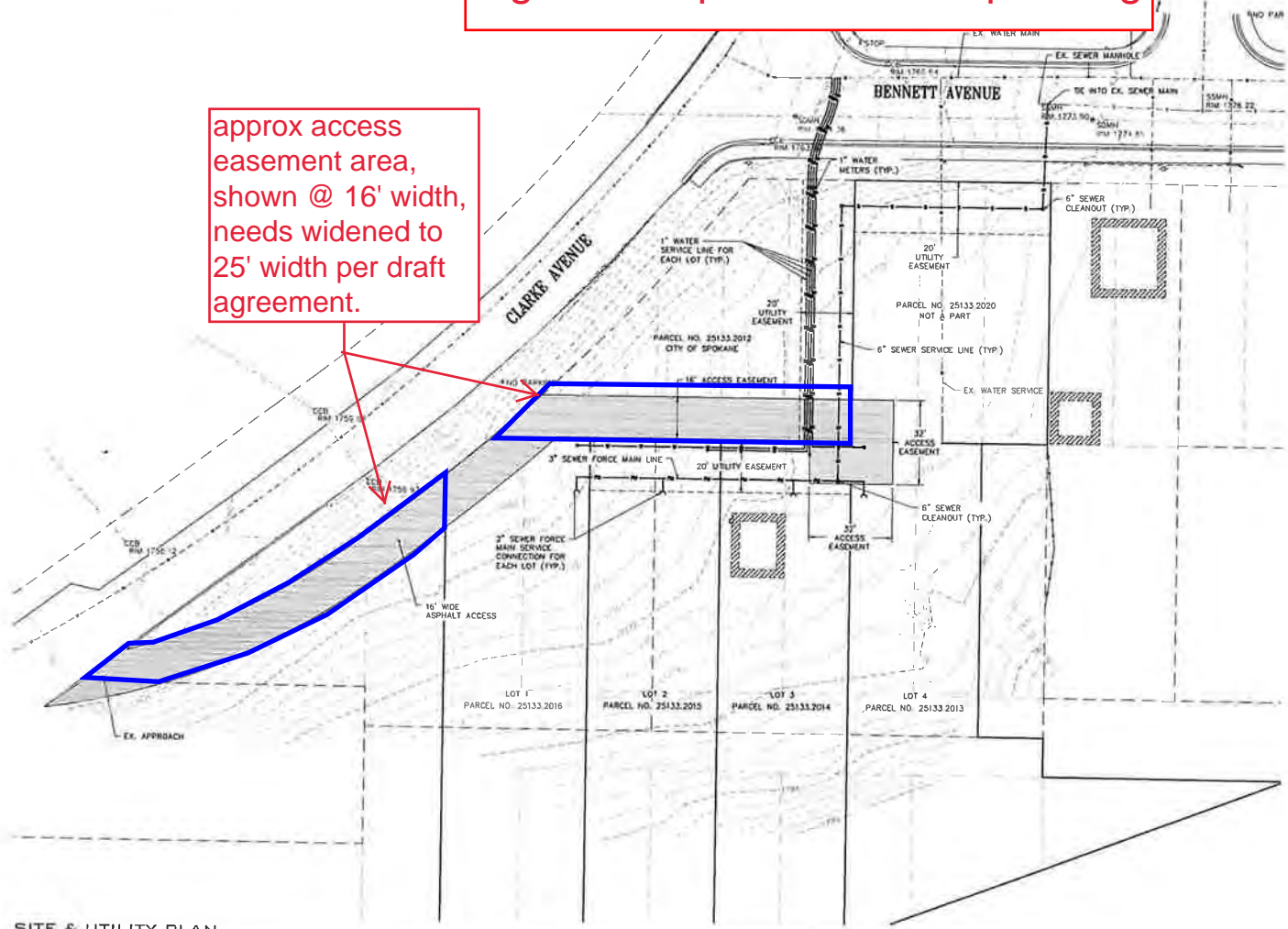
Lots 39, 40, 41, 42, 43, 44, 45, 51, 52 & 53 of Block 4, Bennett's Addition to Spokane Falls (now City of Spokane); together with a portion of the adjacent vacated Linton Avenue and vacated West Avenue as per City Ordinance C36093.

Exhibit C

Legal Description and Depiction of Access Easement

illustrative exhibit only -
 legal description & exhibit pending

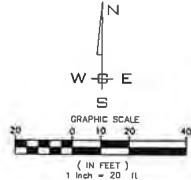
approx access
 easement area,
 shown @ 16' width,
 needs widened to
 25' width per draft
 agreement.



SITE & UTILITY PLAN
 SCALE 1" = 10'

LEGEND

	PROPERTY LINE
	PROPOSED WATER LINE
	PROPOSED SEWER SERVICE



NAVD - 88

NO.	DATE	BY	REVISIONS
A	11-09-22	RMA	ORIGINAL PREPARATION

SCALE:
 HORIZONTAL:
 1" = 20'
 VERTICAL:
 N/A

PROJ #: 20-2702
DATE: 11/09/22
DRAWN: RMA
REVIEWED: RMAK



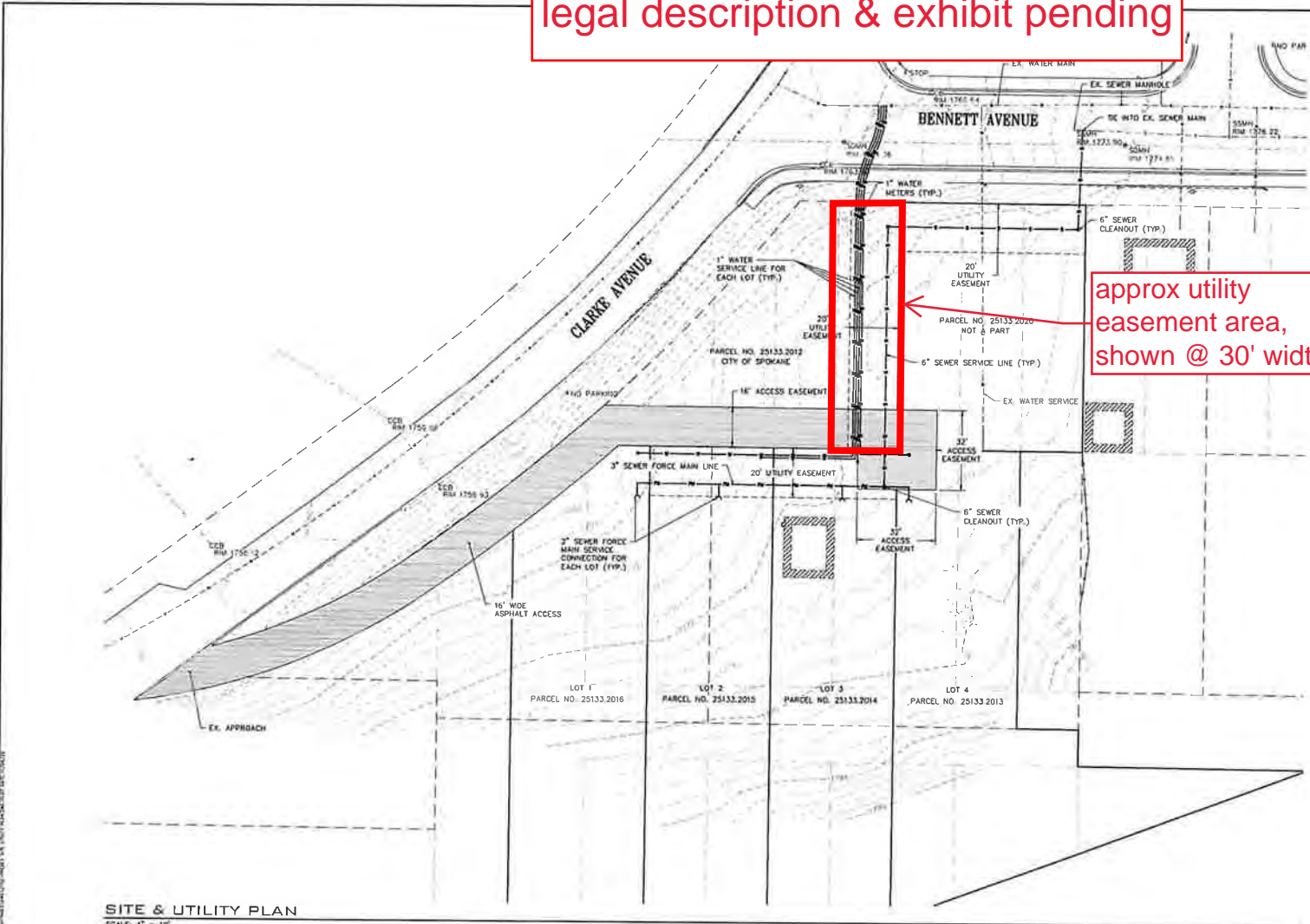
PALMER HOUSES
SITE & UTILITY PLAN
 2422, 2430, 2434 W RIVERSIDE AVENUE
 SPOKANE, WA 99201

SHEET
 1 OF 1
JOB NUMBER
 20-2702

Exhibit D

Legal Description and Depiction of Utility Easement

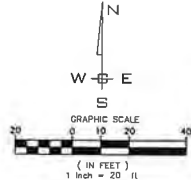
illustrative exhibit only -
 legal description & exhibit pending



approx utility
 easement area,
 shown @ 30' width

SITE & UTILITY PLAN
 SCALE 1" = 10'

- LEGEND**
- PROPERTY LINE
 - PROPOSED WATER LINE
 - PROPOSED SEWER SERVICE



NAVD - 88

NO.	DATE	BY	REVISIONS
A	11-09-22	RMA	ORIGINAL PREPARATION

SCALE:
 HORIZONTAL: 1" = 20'
 VERTICAL: N/A

PROJ #: 20-2702
DATE: 11/09/22
DRAWN: RMA
REVIEWED: RMAK

DATE	BY
11/09/22	RMA
11/09/22	RMAK



PALMER HOUSES
SITE & UTILITY PLAN
 2422, 2430, 2434 W RIVERSIDE AVENUE
 SPOKANE, WA 99201

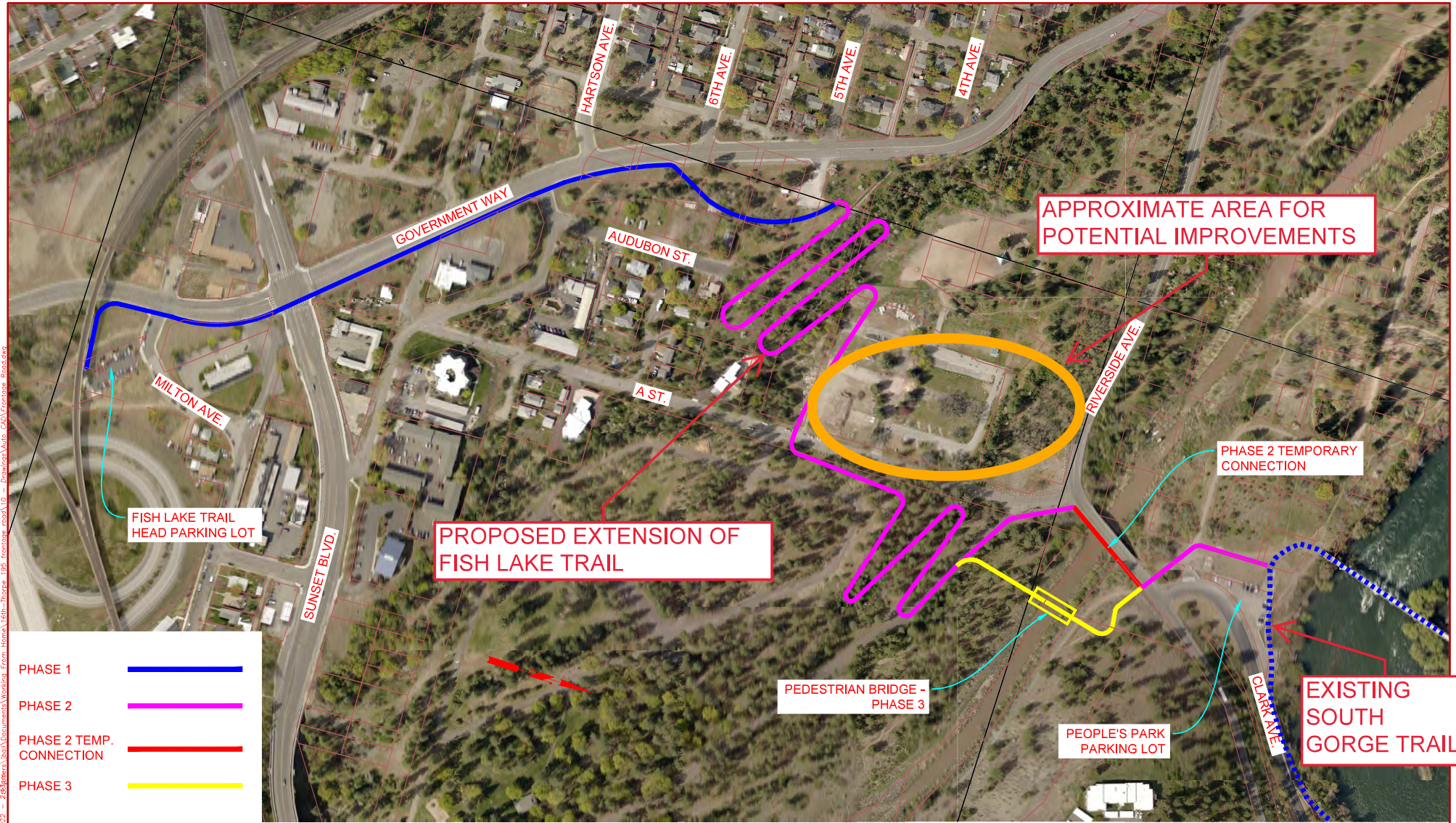
SHEET
1 OF 1
JOB NUMBER
 20-2702

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	November 30, 2022		
Requester	Garrett Jones	Phone number: 509.363.5453	
Type of agenda item	<input type="radio"/> Consent	<input checked="" type="radio"/> Discussion	<input type="radio"/> Information <input type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	American Indian Community Center Partnership Opportunity / High Bridge Park		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history:			
<p>Park staff has received a request from City Council and the Spokane Tribe of Indians to consider a potential partnership to use a portion of High Bridge Park to house a new American Indian Community Center. There is potential for such a partnership to provide a new community amenity while simultaneously providing a quantifiable net improvement to public park lands / service.</p> <p>Upon an quick initial assessment, the area of High Bridge Park potentially worth considering is circled in orange on the attached graphic. Prior to evaluating this request and developing a potential proposal, park staff desires to present this concept to the land committee.</p>			
Motion wording:			
Discuss with Land committee a possible evaluation of a new American Indian Community Center in High Bridge Park prior to proceeding with a detailed evaluation and potential partnership			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No			
If so, who/what department, agency or company:			
Name: TBD		Email address: TBD	Phone: TBD
Distribution:			
Parks – Accounting			
Parks – Sarah Deatrich			
Requester:			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	



- PHASE 1 ———
- PHASE 2 ———
- PHASE 2 TEMP. CONNECTION ———
- PHASE 3 ———

Plotted On: Feb. 07, 2022 - 2:28:36pm - \\sma\Users\jvaugh\Documents\Work\From Home\14th\Tronpa 195 Frontage.mxd - Drawing: AutoCAD Frontage Road.dwg