



**City of Spokane Park Board
Land Committee Meeting**

3:30 p.m. Wednesday, Oct. 05, 2022
Hybrid in-person and WebEx virtual meeting
Al Vorderbrueggen – Park Operations Director

SUMMARY

Committee members

X Greta Gilman – Chair
X Hannah Kitz (arrived 3:45)
Sally Lodato (absent-excused)
X Kevin Brownlee
X Jennifer Ogden

Parks staff

Al Vorderbrueggen
Garrett Jones
Jason Conley
Carl Strong
Berry Ellison
Nick Hamad
Fianna Dickson
Kris Behr

Other City Staff

James Richman
Mary Muramatsu

Guests

Caris O'Malley
Richard Palmer
Greg Forsyth

SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
 - Liberty Library ADA Book Drop at Parking Lot – consent agenda item
 - Garco change order #2 / Don Kardong Bridge construction for \$1,639.00 – consent agenda item
 - Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74) – consent agenda item
 - Resolution adopting Citywide dog park site selection, design and operations guidelines study (no cost) – regular agenda item
 - Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040 – regular agenda item
- Nick Hamad and property owner Richard Palmer presented a proposed Utility & access easement request across city park parcels 25133.2103 & 25133.2012.
- Garrett Jones presented an updated on the Catholic Charities / temporary construction easement.
- The AM Cannon Playground naming proposal was discussed further.
- Al Vorderbrueggen presented a standing report on the Utilities / ROW agreement.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, Nov. 2, 2022.

MINUTES

The meeting was called to order at 3:31 p.m. by committee chair Greta Gilman. Greta has appointed Jennifer Ogden as a voting member in Sally Lodato's absence.

Public Comments: None

Action items:

1. [Liberty Library ADA Book Drop at Parking Lot](#)– Berry Ellison

- A. Although the Liberty Park Library has several ADA accessible parking places along the front of the building, there is not a convenient ADA book drop location. The proposal is to install a book drop to the west of the sidewalk, converting 2 regular parking stalls to a drive-in/drop-off area.
- B. Per the Library's lease agreement with the City, the Park Board must approve any improvements to Park property. The parking lot is on Park property, but the proposed book drop location is just outside the existing Library lease boundary. If this action item is approved, there will be an amended lease agreement brought before the committee next month to approve an adjustment to the lease boundary.

Motion #1 – Greta Gilman moved to recommend the Liberty Library ADA Book Drop at Parking Lot.

Kevin Brownlee seconded.

Jennifer Ogden moved to amend the motion to allow for a swift resolution by inserting: The lease agreement is to be updated to include the book drop at parking lot. Both the book drop installation and lease agreement adjustment is recommended to the Park Board.

The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the October 13 Park Board meeting agenda.

2. [Garco Construction, Inc., change order #2 / Don Kardong Bridge rehabilitation project \(\\$31,639.00 tax inclusive\)](#) – Berry Ellison

This change order is well within the contingency budget, consisting of one safety and one site improvement item. Garco would like to install two banners from the bridge alerting watercraft to the potential dangers of the overhead work, redirecting their route. Additionally, Parks maintains a nearby asphalt trail requiring reconstruction. By combining this asphalt work with the existing bridge abutment asphalt work, Parks would save approximately \$10,000.00.

Motion #1 – Greta Gilman moved to recommend the Garco Construction, Inc., change order #2 / Don Kardong Bridge rehabilitation project (\$31,639.00 tax inclusive).

Hannah Kitz seconded. The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the October 13 Park Board meeting agenda.

3. [Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase \(\\$77,932.74\)](#) – Nick Hamad

Due in part to the antiquated irrigation system throughout the Parks as well as escalating installation costs, rather than contracting the installation work, Parks is proposing an in-house irrigation installation crew. This will reduce the average cost from \$2.00 per square foot to \$0.75 per square foot. For this crew to be effective, the purchase of a mini-excavator is required. Per Garrett Jones, the approved 2022 budget included an additional Irrigation Specialist and this

purchase is a subset of that budgetary item. In response to Greta's inquiry, Carl Strong stated Park Operations hopes to fill the vacated Irrigation Specialist position soon.

Motion #1 – Greta Gilman moved to recommend the Western States CAT / 2023 Caterpillar 303.5 Track Excavator purchase (\$77,932.74).

Kevin Brownlee seconded. The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the October 13 Park Board meeting agenda.

4. [Resolution adopting Citywide dog park site selection, design and operations guidelines study \(no cost\)](#) – Nick Hamad
 - A. Nick presented the draft dog park guidelines resulting from the efforts of the project advisory committee (PAC) formed in March 2022. Dog parks is one of the fastest growing amenities nationwide, which is not being served in this community, as identified in the recent Parks Master Plan. In summary, Spokane has one dog park per 115,000 people. The PAC recommends three to nine facilities each consisting of one to seven-plus acres, or at least one regional dog park facility per district Citywide.
 - B. By adopting this plan, Parks is fulfilling the Spokane Public Schools memorandum of understand requiring an October 2022 completion of a citywide dog park study, however this study does not determine the exact location of an official South Hill dog park. The site selection of the official South Hill dog park will be a separate action in the special park board meeting later in October. Prior to the upcoming Oct. 13 Park Board meeting, a revised dog park guidelines document which includes minor language revisions and public feedback, will be available to this committee for review. Four additional public open house meetings will be held over the next two weeks to solicit public feedback to assist the Park Board in determining the location for an official South Hill dog park location.
 - C. In response to Kevin Brownlee's concern, Nick explained that the development of an official South Hill dog park is being funded by Spokane Public Schools, which is why dog parks in District 2 are being studied for the first development of a dog park after the study, The selection of an official South Hill dog park, along with Citywide park plan feedback is what sparked the study. Despite the funding for an official South Hill dog park, the results of the study were deliberately shown Citywide and for every district, as the Park Master Plan has already determined the need for dog parks is Citywide, not just in District 2. Greta has proposed removing any reference to the South Hill Dog Park from the study document, as that is a separate, specific project and the study guidelines are more general. Nick agreed to amend the study as requested and share with the Land Committee by the end of the week.

Motion #1 – Greta Gilman moved to recommend the Resolution adopting Citywide dog park site selection, design and operations guidelines study (no cost).

Kevin Brownlee seconded.

Greta moved to amend the motion to include South Hill dog park language be stricken from the guidance, and the committee will have the opportunity to review the amended guidance prior to the next Park Board meeting.

The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a regular agenda item on the October 13 Park Board meeting agenda.

5. [Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code \(SMC\) 12.06A.040](#) – Jason Conley

- A. In response to the numerous violent crimes in park settings recently, the Spokane City Police Chief has recommended an amendment to the current Park rules. Under section J.4, language would be added allowing police more authority to detain and remove suspicious individuals, rendering trespassing as unlawful and punishable as a misdemeanor. Although the police will not be able to patrol every park 24/7, they are able to focus on the known hot spots throughout the Parks system. They will also be able to close gates to the Parks after hours when Parks staff is unavailable. This section had previously resulted in a misdemeanor but had been downgraded to an infraction, or ticketed offense. Prior to City Council approval, legal asks that Park rule amendments be vetted through Land Committee.
- B. As Mary Muramatsu explained, if a request by a police officer to vacate the premises is ignored, the police would have the authority to arrest a trespasser, who must then appear before a judge. Currently, the threat of a ticket does not deter nefarious individuals. The intent is to curtail any mischievous and/or criminal behavior in the parks after-hours, allowing police the ability to detain and investigate the reason for the behavior. Trespassing would be elevated to a criminal offense, as it would be in any other area with posted hours of operation (i.e. stores, office buildings, etc.). This change in the Park rules will save lives. In addition to SPD support, this amendment has the full support of Parks staff.
- C. In response to concern about the severity of this rule, Jason explained this is a tool to limit malicious and criminal behavior, it is not intended to harass a citizen walking through the park with a clear destination in mind. Greta recommended revising the wording to include loitering after hours, whereas Hannah Kitz felt limiting the language would also limit the latitude needed for enforcement.

Motion #1 – Greta Gilman moved to recommend the Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040.

Kevin Brownlee and Jennifer Ogden concurrently seconded. The motion passed (3-1 vote).

The committee agreed to present this recommendation as a regular agenda item on the October 13 Park Board meeting agenda.

Discussion Items:

1. [Utility & access easement request across city park parcels 25133.2103 & 25133.2012](#) – Nick Hamad / Richard Palmer
 - A. Mr. Palmer explained he is a land owner in Peaceful Valley with lots adjacent to and surrounding Park property. The land contains an existing driveway, used by the previous owners. He is requesting continued use of the driveway as well as permission to run utilities through the Park property to the surrounding land. Nick explained this is similar to the lease agreement approved at Doomsday Hill and would like committee approval to move forward prior to drawing up a legal agreement to present as an action item.
 - B. Mr. Palmer desires an underground utility easement along a section of Bennett St. The lot would be returned to Park-like conditions at no expense to Parks in exchange for care and maintenance. Additionally, he would like use of the driveway on a separate parcel along Clarke Ave. This driveway, which will be rerouted slightly, has been there at least 65 years, and used by previous property owners on a handshake agreement. Currently, the value of the underground utility easement would be roughly \$7 to \$10 per square foot. A figure has not yet been determined for the value of the access road. The Park Board land committee members support park staff exploring a potential easement agreement with Mr. Palmer for future consideration by the board.
2. Catholic Charities / temporary construction easement update – Garrett Jones

Recapping the previously discussed construction easement, Catholic Charities has now signed the purchase agreement for the former Quality Inn, which abuts Finch Arboretum on Sunset Highway. They have requested permission to fence off and utilize the easement area for construction purposes for a period of no longer than one year. Any damage to the existing right-of-way or adjacent property will be restored to the previous condition or offer compensation for the repair. They have also indicated Parks will not be liable for any injuries on this Park owned easement. Discussions are ongoing with Catholic Charities related to future treatment of a long-term agreement.

3. **AM Cannon Playground naming proposal** – Fianna Dickson

- A. Continuing the discussion following the public testimony at the August 11 Park Board meeting by the family of Candy Rogers who desire to name the AM Cannon playground The Candy Rogers Memorial Playground in memory of all Spokane children who were loved, lost and never forgotten. The concept was to create one single location to prevent the proliferation of memorials throughout the Parks, which is supported by the Roger's family, the neighborhood council and community center as well as Parks staff and management team.
- B. Jennifer Ogden pointed out that Parks does not want to get into the habit of installing memorials, but, considering the multitude of positive community changes brought about with the Candy Rogers situation, is in favor of a playground in her memory. She also suggested rather than a plaque in the park naming lost children, the Parks Foundation could receive monetary gifts on their behalf, which would go towards future playground improvements. The Foundation would then keep track of the memorialized children, keeping their legacy alive. She agreed to discuss this with the Foundation and report back. Greta reiterated her concern about a memorial in a playground. Kevin also mentioned that West Central neighbors he spoke with were not in favor of the idea. Garrett Jones and Fianna indicated that a public survey would not be pragmatic and reminded the committee that the memorial would not be focusing on the death of a child, but rather a celebration of how this young life brought a community together.
- C. Discussion ensued regarding a future amendment to the Parks policy concerning memorials in general. The committee felt that this request must be addressed prior to any policy changes. The family would prefer the naming of a playground, but would be in favor of a memorial, which does not require Park Board approval. It was recommended that any future requests be advised the policy is currently under review.

Standing Reports

1. **Utilities / Right-of-Way agreement** – Al Vorderbrueggen

There are stormwater facilities on Park land which are overgrown with weeds. The stormwater maintenance team clarified they are responsible for the care and maintenance of their facilities and they confirmed the agreement goes back to 2011. Carl Strong recently confirmed with the water department who reiterated they will be handling the specific properties that were recently mentioned in a complaint. The Parks Department is considering the Right-of-Way program they manage as they do not have the manpower to maintain these properties. Parks would be able to handle this more efficiently and consistently. This is still under review and will be discussed later.

Adjournment: The meeting was adjourned at 5:24 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, Nov. 2, 2022.

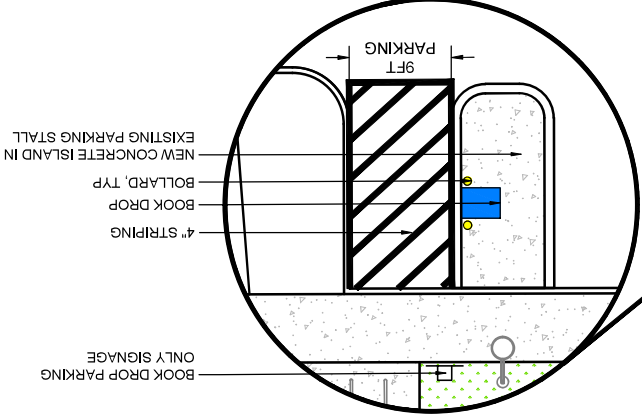
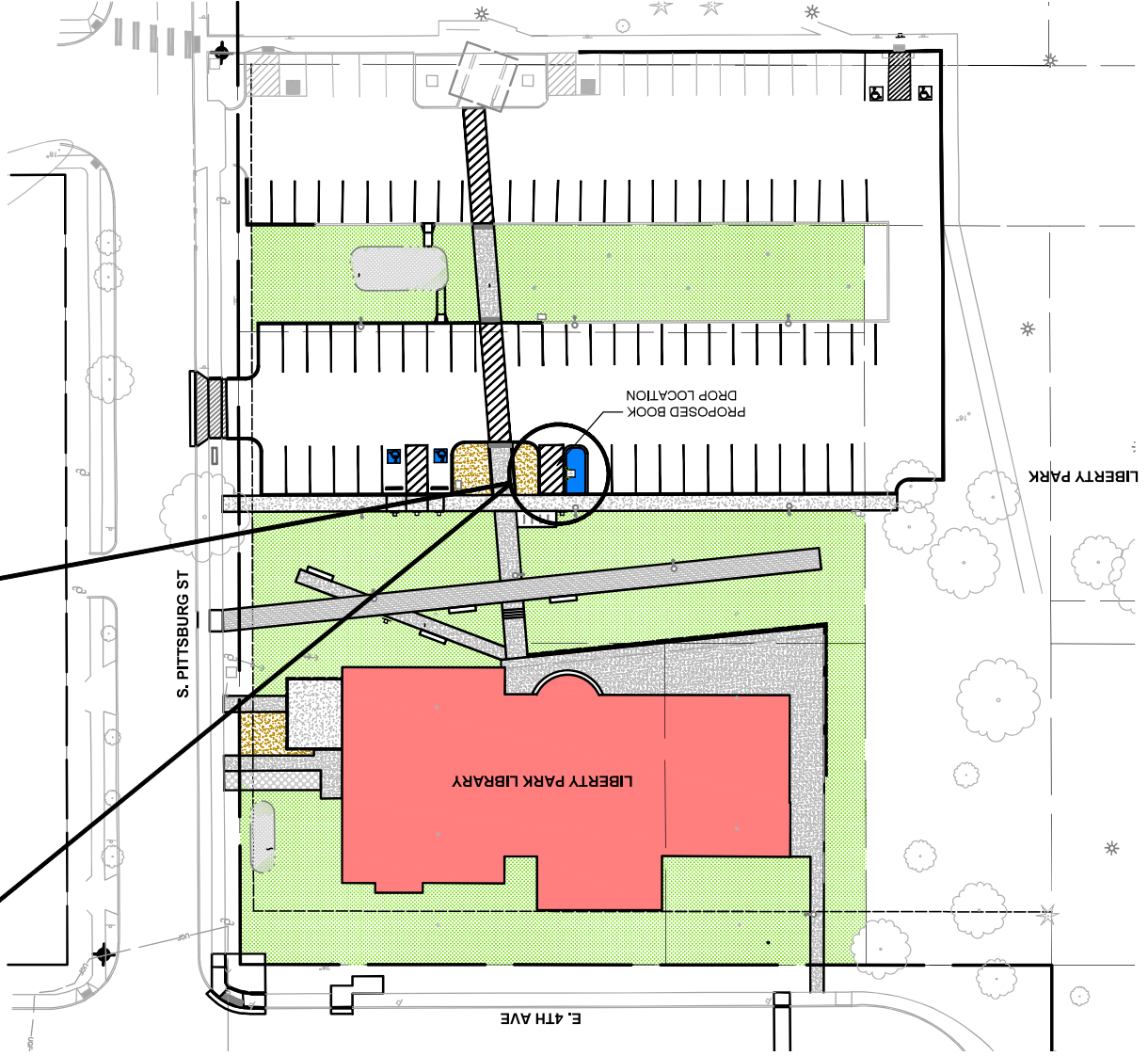
Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Oct. 5, 2022		
Requester	Berry Ellison	Phone number: 625-6276	
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 type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Liberty Library ADA Book Drop at Parking Lot		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: The Deputy Director of Spokane Public Library, Caris O'Malley, requests to improve convenient ADA access to the library's book drop. The book drop would be funded by the library and installed in the parking lot immediately south of the library's main entry. See attached exhibit. Note: Per the lease agreement between the two parties: "During the design, development and construction of the branch library, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park."			
Motion wording: Move to approve Liberty Library ADA Book Drop at Parking Lot at no cost to Parks.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Caris O'Malley Email address: comalley@spokanelibrary.org Phone: 509.444.5310			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich cstrong@spokanecity.org Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: Budget code: \$0.00 (tax inclusive) Not Applicable			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input type="checkbox"/> UBI: Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

LIBERTY PARK LIBRARY SITE LAYOUT





AGENDA SHEET FOR PARK BOARD MEETING OF: Dec. 9, 2021

Submitting Division
Parks & Recreation

Contact Person
Garrett Jones

Phone No.
363-5462

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: 12/09/2021 Expiration date: _____ Open ended

CLERKS' FILE	OPR 2019-0534
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Liberty Park Library land lease and use agreement amendment

BACKGROUND:

(Attach additional sheet if necessary)

In July of 2019, the Park Board entered into a land lease and use agreement with the Spokane Public Library Board authorizing the construction of a new library within Liberty Park. The agreement did not include the installation of art. It is necessary for the land lease and use agreement to be amended to include the installation of art, and to expand the leased area to include the additional park area required for art installation.

RECOMMENDATION:

Approve Liberty Park Library land lease and use agreement amendment as presented.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Garrett Jones Requester - Garrett Jones Dept. Manager _____ Director of Parks & Recreation – Garrett Jones

Megan Qureshi Parks Accounting – Megan Qureshi James Richman Legal Dept. – James Richman _____

DISTRIBUTION: Parks: Accounting _____
Parks: Pamela Clarke _____
Budget Manager: _____
Requester: Garrett Jones _____

PARK BOARD ACTION: APPROVED BY SPOKANE PARK BOARD

Jennifer Ogden
President - Jennifer Ogden
Dec. 9, 2021

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure: Budget neutral	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor

New vendor – If so, please include vendor packet

Supporting documents:

Quotes/Solicitation (RFP, RFQ, RFB)

W-9 (for new contractors/consultants/vendors)

Contractor is on the City's A&E Roster City of Spokane

ACH Forms (for new contractors/consultants/vendors)

Spokane Business registration expiration date: _____

Insurance Certificate (minimum \$1 million in General Liability)

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	Dec. 1, 2021		
Requester	Garrett Jones	Phone number: 509-363-5462	
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 type="radio"/> New	<input type="radio"/> Renewal/extension	<input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2019-0534		
Item title: (Use exact language noted on the agenda)	Liberty Park Library land lease and use agreement amendment		
Begin/end dates	Begins: 12/09/2021	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history: In July of 2019, the Park Board entered into a land lease and use agreement with the Spokane Public Library Board authorizing the construction of a new library within Liberty Park. The agreement did not include the installation of art. It is necessary for the land lease and use agreement to be amended to include the installation of art, and to expand the leased area to include the additional park area required for art installation. Attachments include: Amendment to Liberty Park Library Branch land lease and use agreement, and the updated Liberty Park lease area exhibit.			
Motion wording: Motion to approve the Liberty Park Library land lease and use agreement amendment as presented.			
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 – Pamela Clarke _____ Requester: Garrett Jones Grant Management Department/Name: _____ achanse@spokanelibrary.org Nick Hamad			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: _____ Budget code: _____ N/A _____ N/A _____			
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: _____ Business license expiration date: _____	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

AMENDMENT TO LIBERTY PARK LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Amendment to the Liberty Park Library Branch Land Lease and Use Agreement is made and entered into by and between the City of Spokane Park Board (“Park Board”) and the Spokane Public Library Board of Trustees (“Library Board”), individually hereafter referenced as a “party,” and together as the “parties.”

WHEREAS, the parties entered into the Liberty Park Library Branch Land Lease and Use Agreement (“Agreement”) in July of 2017 to provide for the construction and operation of the Liberty Park Library as a result of the voter approved bond proposition to finance Spokane Public Library capital improvements, including the construction of the Liberty Park Library Branch; and

WHEREAS, the Agreement provided in part for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate the Liberty Park Library Branch located on Park property; and

WHEREAS, the Park land leased to the Library Board includes land for the footprint of the library building, and additional land for required parking, sidewalks, landscaping and other requirements; and

WHEREAS, public works projects typically require a percentage of the project cost to be spent on public art, which for the Liberty Park Library project includes an art project located outside of the library building; and

WHEREAS, the outdoor art project has been installed on Park property outside of the boundary of the footprint of the lease library site resulting in the need to amend the Agreement to revise the exhibit showing the expanded boundary of the site to encompass the art sculpture.

NOW, THEREFORE, the parties agree as follows:

1) CONTRACT DOCUMENTS.

The Liberty Park Library Branch Land Lease and Use Agreement, dated July 15, 2017 and July 16, 2017, any previous amendments, addendums and/or extensions/renewals thereof, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2) EFFECTIVE DATE.

This Amendment to the Liberty Park Library Branch Land Lease and Use Agreement shall become effective upon signature of the parties.

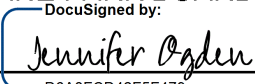
3) AMENDMENT.

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a new branch library in Liberty Park. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library

Board for a branch library. The Park Board agrees to lease to the Library Board land at Liberty Park for a new branch library. The total amount of Park land to be lease to the Library Board at Liberty Park will not exceed 49,645 (~~43,000~~) square feet. This 49,645 (~~43,000~~) square feet includes land for a building, required parking, sidewalks, landscaping and other necessary requirements (hereinafter referred to as the "Branch Site"). The Branch Site will also include the installation of art. The art is within the revised boundary footprint and will be approved by the Library Board. The Park Board has reviewed and approves the Library Board's art selection process, including the use of its art selection panel, and endorses the selected art for the Branch Site. The Library Board will be responsible for the ongoing maintenance and operations of the art included with the lease boundary.

- 2. PROPERTY. The property to be leased to the Library Board is located on the northeast quadrant of Liberty Park, on the corner of Pittsburgh St and 4th Ave as depicted in the revised Exhibit A, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.

SPOKANE PARK BOARD

By:  _____
DocuSigned by:
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12/16/2021

Date

(Name) Jennifer Ogden

(Title) President

SPOKANE PUBLIC LIBRARY BOARD

By:  _____
DocuSigned by:
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12/15/2021

Date

(Name) Lara Hemingway

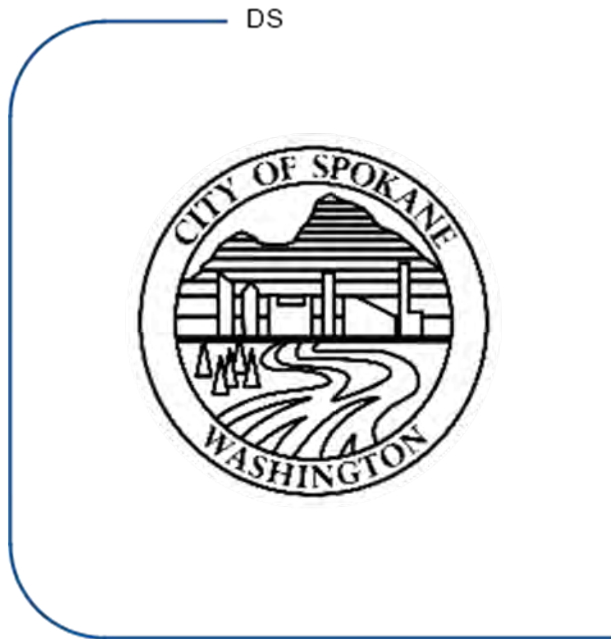
(Title) Chair

Approved as to form:

DocuSigned by:
James Richman
59DFB076D0684D7...
Assistant City Attorney

Attest:

DocuSigned by:
Terri Hoffman
CC56CBA4DCC84D6...
City Clerk

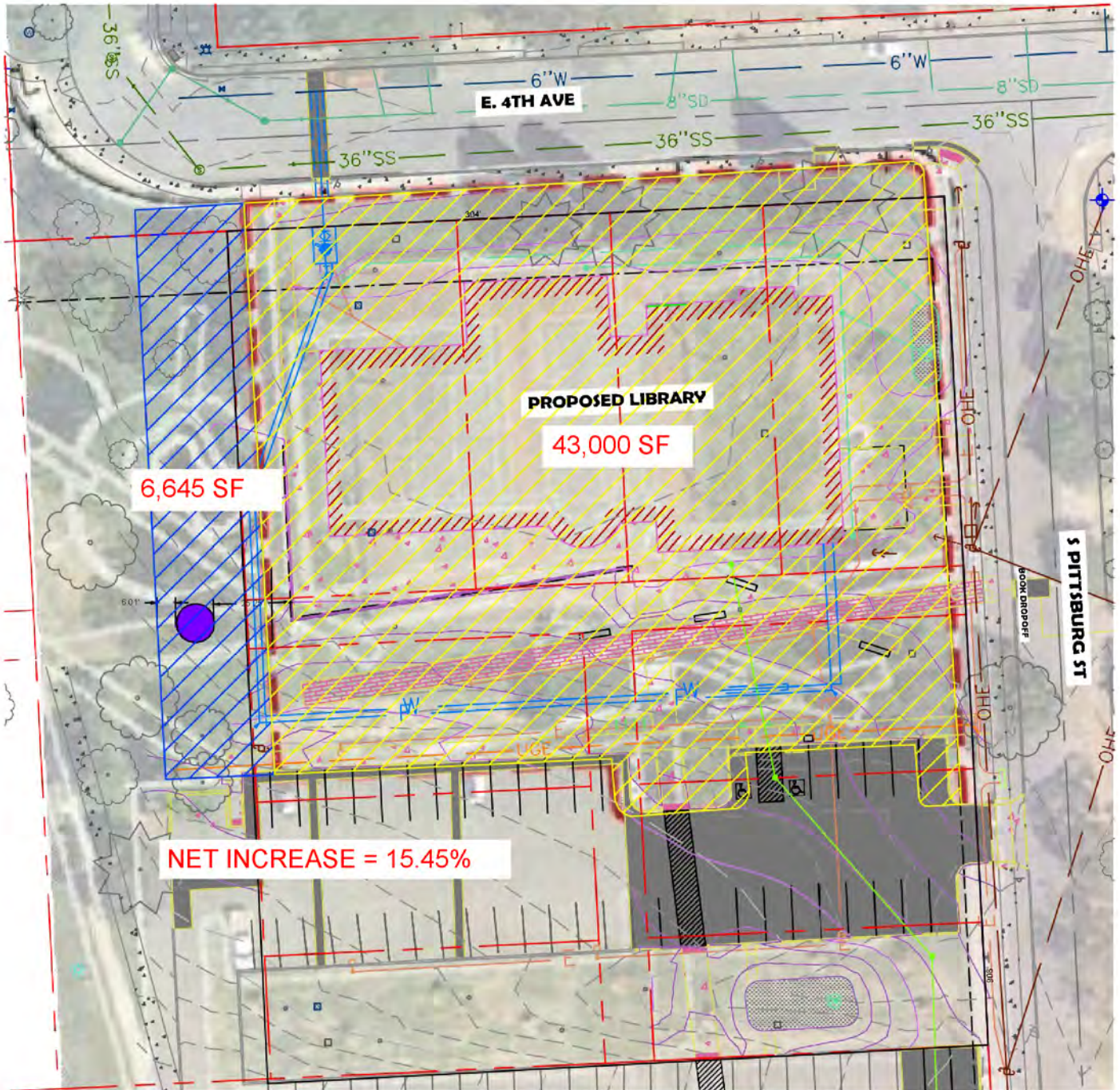




LIBERTY PARK LIBRARY

OCTOBER 29, 2021

ORIGINAL LEASE AREA: 43,000 SF
ADDED LEASE AREA: 6,645 SF
TOTAL AREA: 49,645 SF
(PERCENT INCREASE = 15.45%)



Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Oct. 5, 2022		
Requester	Berry Ellison	Phone number: 625-6276	
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 type="radio"/> New	<input type="radio"/> Renewal/extension	<input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Garco Construction, Inc., change order #2/Don Kardong Bridge Rehabilitation Project (\$31,639.00, tax inclusive)		
Begin/end dates	Begins: 04/28/2022	Ends: 07/01/2023	<input type="checkbox"/> Open ended
Background/history: Change Order #2 consists of one safety item and one site improvement. The safety item consists of two banners that caution river rafters, boats, etc of work overhead and redirects them to areas of safe passage. The site improvement consists of demolition and reconstruction of approximately 100lf of asphalt trail located near the project site. Maintenance of the trail is the responsibility of Parks. By combining the trail asphalt reconstruction with the bridge abutment asphalt construction, Parks saves approximately \$10,000 in mobilization costs.			
Motion wording: Move to approve Garco Construction, Inc., change order #2 for the Don Kardong Bridge Rehabilitation Project (\$31,639.00, tax inclusive) from Park Capital Funds.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Tim Hutton Email address: thutton@garco.com Phone: 509 789-1514			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich dan.wolf@tdhengineering.com Requester: Berry Ellison Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$31,639.00 (tax inclusive) Budget code: 1425-88153-94760-56501-97312			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-809-160 Business license expiration date: 3/31/23 <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

CITY OF SPOKANE
 PARKS AND RECREATION DEPARTMENT
 CHANGE ORDER NO. 02

NAME OF CONTRACTOR: GARCO CONSTRUCTION, INC

PROJECT TITLE: DON KARDONG BRIDGE REHABILITATION

PROJECT NUMBER: 2022-0338

=====

DESCRIPTION OF CHANGE:

Item 1: River Warning Signs	\$ 493.00
Item 2: Riverpoint Trail Repair	\$ 31,146.00

=====

TOTAL AMOUNT: \$ 31,639.00

CONTRACT SUM (INCLUDES SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 3,174,498.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 48,214.39
CURRENT CONTRACT AMOUNT	\$ 3,222,712.39
CURRENT CHANGE ORDER (INCLUDES SALES TAX)	\$ 31,639.00
REVISED CONTRACT SUM	\$ 3,254,351.39

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	07/01/2023
CURRENT COMPLETION DATE	07/01/2023
REVISED COMPLETION DATE	NA

Contractor's Acceptance: _____ Date: 09/29/2022

City Approval: _____ Date: _____

Attest: _____ City Clerk

Pre-Approved as to form: James Richman, Assistant City Attorney

Item 1: River Warning Signs



Serial Letter # 007

August 01, 2022

Dan Wolf
TD&H Engineering
303 East 2nd Ave
Spokane, WA 99202

RE: Don Kardon Bridge Rehabilitation – Warning Signs for Pedestrians Using Spokane River

The purpose of this letter is to inform the project team that Garco is requesting to hang warning signs underneath the bridge work area, and above the Spokane river. This will warn pedestrians using the river to be aware of ongoing construction above. The lump sum for the signs to be made is \$493.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Hutton".

Tim Hutton, Project Manager

cc: Nick Hamad, City of Spokane Parks and Recreation
Berry Ellison, City of Spokane Parks and Recreation

Item 2: Riverpoint Trail Repair



Serial Letter # 011

September 20, 2022

Dan Wolf
TD&H Engineering
303 East 2nd Ave
Spokane, WA 99202

RE: Don Kardon Bridge Rehabilitation – Additional Paving R&R

The purpose of this letter to provide a revised price for the additional pavement removal & replacement. Garco is requesting a change order for \$31,146.00 to perform the extra work during the same West Side Alternate Detour. Garco is also requesting 5 days be added to the 45 days currently allowed for the Detour while also requesting 5 days be added to the 6 month full closure of the bridge as provided in the Contract Provisions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Hutton".

Tim Hutton, Project Manager

cc: Nick Hamad, City of Spokane Parks and Recreation
Berry Ellison, City of Spokane Parks and Recreation

2022-0338 Don Kardong Bridge Rehabilitation
Garco Job #22-15
Additional Paving at Condominium Loop

BI	Description	Qty	Unit	Direct Costs						Subcontractor Costs			
				Unit Prices			Item Totals			Unit Price	Subtotal	Prime Markup	Total w/ Markup
				Labor	Equip	Material	Labor	Equipment	Material				
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
	TCS	2	HR				\$ -	\$ -	\$ -	\$ 57.50	\$ 115.00	12%	\$ 128.80
	Flaggers	0	HR				\$ -	\$ -	\$ -	\$ 57.50	\$ -	12%	\$ -
	TCP	0	EA				\$ -	\$ -	\$ -	\$ 150.00	\$ -	12%	\$ -
	Signage/Barricades	5	Day				\$ -	\$ -	\$ -	\$ 55.56	\$ 277.80	12%	\$ 311.14
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
	HMA	1	LS				\$ -	\$ -	\$ -	\$ 5,184.70	\$ 5,184.70	12%	\$ 5,806.86
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
	Landscape Repair	1	LS				\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	12%	\$ 448.00
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
	Equipment Mobilization	1	LS	\$ 600.00		\$ 1,400.00	\$ 600.00	\$ -	\$ 1,400.00		\$ -	12%	\$ -
	Site Demolition	1	LS	\$ 1,100.00	\$ 2,300.00	\$ 100.00	\$ 1,100.00	\$ 2,300.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	12%	\$ 2,240.00
	Excavation	1	LS	\$ 1,100.00	\$ 3,100.00	\$ 300.00	\$ 1,100.00	\$ 3,100.00	\$ 300.00		\$ -	12%	\$ -
	CSTC/Fine Grading	1	LS	\$ 2,000.00	\$ 4,600.00	\$ 400.00	\$ 2,000.00	\$ 4,600.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	12%	\$ 1,120.00
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
							\$ -	\$ -	\$ -		\$ -	12%	\$ -
	TOTAL DIRECT COSTS			\$ 4,800.00	\$ 10,000.00	\$ 2,200.00	\$ 4,800.00	\$ 10,000.00	\$ 2,200.00				\$ 10,054.80
	Sales Tax					8.9%			\$ 195.80				
	Prime Contractor Markup			31%	21%	21%	\$ 1,488.00	\$ 2,100.00	\$ 503.12				
	TOTAL WITH PRIME MARKUP						\$ 6,288.00	\$ 12,100.00	\$ 2,703.12				\$ 10,054.80
	TOTAL CO AMOUNT REQUESTED									\$			31,146.00

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	October 5, 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>For several seasons 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. After soliciting multiple prices for comparable pieces of equipment, Western States CAT is the lowest cost price for a suitable machine.</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 \$77,932.74 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		Carl Strong	
Parks – Sarah Deatrich		Al Vorderbrueggen	
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:	
\$77,932.74		1400	
		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)		



Spokane
 4625 E Trent Ave Spokane, WA 99212
 509.535.1744

SALES AGREEMENT

AGREEMENT: Q000292065-1
 AGREEMENT DATE: 9/21/2022
 AGREEMENT EXPIRES: 10/21/2022
 WAREHOUSE: Spokane Machine Sales
 CUSTOMER NO.: 8202490
 CUSTOMER PO:
 SALESMAN: Eric J Druffel

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

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
2023 Caterpillar 303.5 Track Excavator S/N: TBD ID:E0112862	\$71,497.93
<ul style="list-style-type: none"> ● Caterpillar 12" HD BKT 1.7CFT 303C-304E S/N: A4218BK31297 ID: E0091749 ● Caterpillar 24" HD BKT 4.2CFT 303-304 C/E S/N: A421CBK31004 ID: E0097253 ● Caterpillar HYD CPLR LOCK 303C-304.5E2 S/N: TBD ID: E0106125 ● Caterpillar THUMB 303.5E2/304E2/304.5E2 S/N: A4224TH20369 ID: E0106253 ● EMS Basic - 500 Hour Parts Only ● New Warranty - 24 mo 2,000 hours - Premier 	

Notes		
	Before Tax Balance	\$71,497.93
	Sales Tax	\$6,434.81
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$77,932.74

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.: Q000292065-1

EQUIPMENT DETAILS

6163221 303.5 07A CR MHE CFG4B
 0P2266 SHIPPING/STORAGE PROTECTION
 0P9002 LANE 2 ORDER
 5199265 SEAT, SUSPENSION, FABRIC
 5219517 INTEGRATED RADIO
 5414787 FILM, PRODUCT LINK, ANSI
 5421504 FILM, INC. CANADA
 5461520 HYDRAULIC OIL, STD
 5571710 SOFTWARE, STICK STEER CONTROL
 5581744 ALARM, TRAVEL
 5581760 LINES, BOOM W/O BLCV
 5581770 CAB, WITH HEAT AND A/C
 5685199 BLADE, ANGLE, BOCE
 5693572 INSTRUCTIONS, ANSI
 5719661 STICK, LONG, W/ THUMB BRACKET
 5734364 DRAIN, ECOLOGY
 5752776 LINES, BUCKET, LONG STICK
 5757225 LINES, 1ST AUX, LONG STICK
 5780230 FILM, CAB A/C
 5921442 CWT EXTRA, 550LBS
 5947890 FLOORMAT, CAB, W/TRAVEL
 5997202 SEAT BELT, 3" RETRACTABLE
 2023
 0P0227
 4649904 BUCKET-HD, 24", 4.2
 1542638 PINS, BUCKET, 40MM
 3845013 KIT, HYDRAULIC QC LI
 0P0227

4218926 SERIALIZED TECHNICAL MEDIA KIT
 0P4299 PACKING, LAST MILE PROGRAM
 5581751 303.5 07A CR HYD EXCAVATOR
 5219512 LIGHTS, LED, FRONT&REAR
 5254465 CAT KEY, WITH PASS CODE OPTION
 5421495 2 WAY CONTROL
 5428886 BOOM LIGHT, LED
 5571709 SOFTWARE, PROPORTIONAL CONTROL
 5571713 SOFTWARE, CODED START
 5581754 BOOM, STANDARD
 5581763 LINES, STICK W/O SLCV
 5662914 TRACK, 12", RUBBER
 5685200 TRAVEL LEVERS AND PEDALS
 5719088 LINKAGE, BUCKET, W/LIFTING EYE
 5719665 UNDERCARRIAGE, FIXED, ANGLE BLD
 5739631 PRODUCT LINK, CELLULAR PL243
 5754420 CONTROL, 1ST AUX, JOYSTICK
 5762961 ENGINE, EPA TIER 4F
 5882227 ACCUMULATOR
 5925475 MONITOR NEXT GEN, CAMERA READY
 5953179 FILM, ROPS, ISO
 6019418 CAMERA, CAB
 1542638 PINS, BUCKET, 40MM
 4649900 BUCKET-HD, 12", 1.7
 0P0227
 0P0227
 4855300 COUPLER, PG, HYDR.D.
 4522740 THUMB, HYDRAULIC, 3-

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 12" HD BKT 1.7CFT 303C-304E	Mfr. & Model or Part No, Fabricante y Modelo o N/P 24" HD BKT 4.2CFT 303-304 C/E	Mfr. & Model or Part No, Fabricante y Modelo o N/P HYD CPLR LOCK 303C-304.5E2	Mfr. & Model or Part No, Fabricante y Modelo o N/P THUMB 303.5E2/304E2/304.5E2
Serial No. N/S A4218BK31297	Serial No. N/S A421CBK31004	Serial No. N/S	Serial No. N/S A4224TH20369

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 país USA

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-notices/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 : Wednesday, September 21,
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



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.



303.5 CR Mini Excavator

Specifications

Engine

Engine Model	Cat® C1.7	
Net Power @ 2,200 rpm		
ISO 9249:2007, 80/1269/EEC	17.6 kW	23.6 hp
Gross Power @ 2,200 rpm		
SAE J1995:2014	18.4 kW	24.7 hp
Bore	84.0 mm	3.3 in
Stroke	100.0 mm	3.9 in
Displacement	1.7 L	104.0 in ³

- Meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Net power advertised is the power available at the flywheel when the engine is at rated speed and rated power when the engine is installed with the factory configured fan, air intake system, exhaust system, and alternator with a minimum alternator load.

Weights

Minimum Operating Weight with Canopy*	3480 kg	7,673 lb
Maximum Operating Weight with Canopy**	4050 kg	8,930 lb
Minimum Operating Weight with Cab*	3620 kg	7,982 lb
Maximum Operating Weight with Cab**	4190 kg	9,239 lb
EU: CE Plate Weight with Canopy***	3530 kg	7,784 lb
EU: CE Plate Weight with Cab***	3630 kg	8,004 lb

*Minimum Weight is based on fixed rubber tracks, operator, full fuel tank, standard stick, blade, bucket and no extra counterweight.

**Maximum Weight is based on steel tracks, operator, full fuel tank, long stick, blade, bucket and extra counterweight.

***CE Plate Weight is based on the most common EU configuration. Includes 75 kg (165 lb) operator and full fuel tank and excludes bucket.

Weight Increase from Minimum Configuration

Cab	140 kg	309 lb
Counterweight (light)	100 kg	221 lb
Counterweight (extra)	250 kg	551 lb
Long Stick	20 kg	44 lb
Steel Tracks	130 kg	287 lb
Angle Blade	160 kg	353 lb

Travel System

Travel Speed – High	4.5 km/h	2.8 mph
Travel Speed – Low	2.6 km/h	1.6 mph
Maximum Traction Force – High Speed	16.9 kN	3,799 lbf
Maximum Traction Force – Low Speed	31.0 kN	6,969 lbf
Ground Pressure – Minimum Weight	29.6 kPa	4.3 psi
Ground Pressure – Maximum Weight	35.7 kPa	5.2 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	7.0 L	1.8 gal
Engine Oil	6.0 L	1.6 gal
Fuel Tank	45.0 L	11.9 gal
Hydraulic Tank	20.0 L	5.3 gal
Hydraulic System	45.0 L	11.9 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	100 L/min	26 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	181 bar	2,625 psi
Auxiliary Circuit – Primary		
Flow*	70 L/min	18 gal/min
Pressure*	245 bar	3,553 psi
Auxiliary Circuit – Secondary		
Flow*	25 L/min	7.0 gal/min
Pressure*	245 bar	3,553 psi
Digging Force – Stick (standard)	18.9 kN	4,249 lbf
Digging Force – Stick (long)	16.9 kN	3,799 lbf
Digging Force – Bucket	33.0 kN	7,419 lbf

*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.

Swing System

Machine Swing Speed	9.0 rpm
Boom Swing – Left	75 Degrees
Boom Swing – Right	50 Degrees

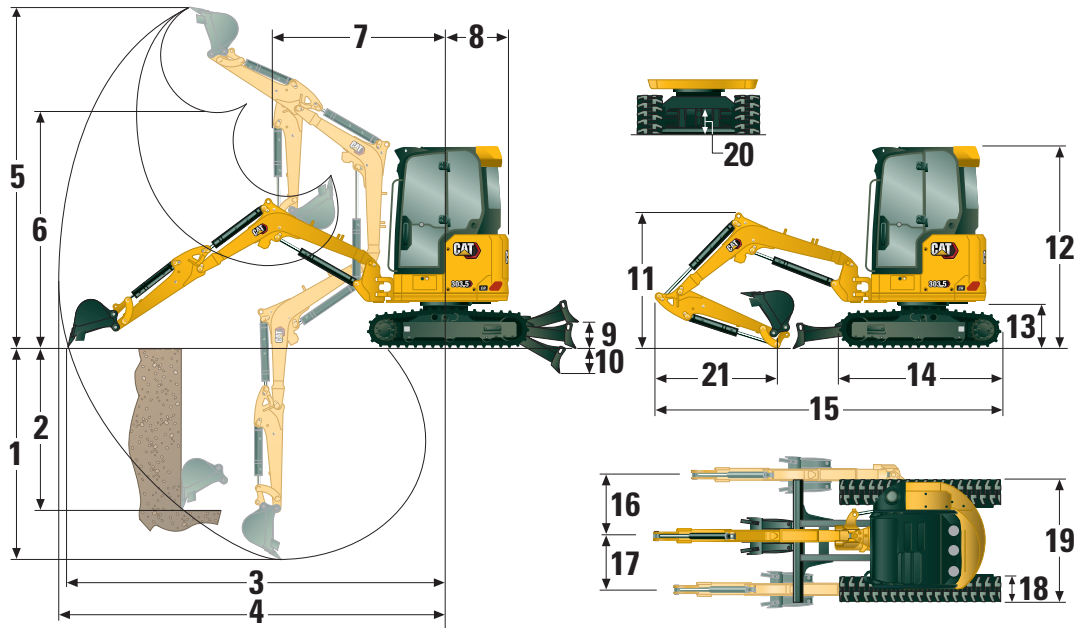
Blade

Width	1780 mm	70.1 in
Height	350 mm	13.8 in

Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level I)

303.5 CR Mini Excavator



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	2810 mm (110.6 in)	3110 mm (122.4 in)
2 Vertical Wall	2250 mm (88.6 in)	2390 mm (94.1 in)
3 Maximum Reach at Ground Level	5130 mm (202.0 in)	5380 mm (211.8 in)
4 Maximum Reach	5270 mm (207.5 in)	5510 mm (216.9 in)
5 Maximum Dig Height	4920 mm (193.7 in)	5020 mm (197.6 in)
6 Maximum Dump Clearance	3490 mm (137.4 in)	3600 mm (141.7 in)
7 Boom in Reach	1760 mm (69.3 in)	1860 mm (73.2 in)
8 Tail Swing		
without Counterweight	890 mm (35.0 in)	890 mm (35.0 in)
with Counterweight (light)	960 mm (37.8 in)	960 mm (37.8 in)
with Counterweight (extra)	1005 mm (39.6 in)	1005 mm (39.6 in)
9 Maximum Blade Height	385 mm (15.2 in)	385 mm (15.2 in)
10 Maximum Blade Depth	535 mm (21.1 in)	535 mm (21.1 in)
11 Boom Height in Shipping Position	1520 mm (59.8 in)	1750 mm (68.9 in)
12 Overall Shipping Height	2480 mm (97.6 in)	2480 mm (97.6 in)
13 Swing Bearing Height	565 mm (22.2 in)	565 mm (22.2 in)
14 Overall Undercarriage Length	2220 mm (87.4 in)	2220 mm (87.4 in)
15 Overall Shipping Length†	4800 mm (189.0 in)	4850 mm (190.9 in)
16 Boom Swing Right	870 mm (34.3 in)	870 mm (34.3 in)
17 Boom Swing Left	640 mm (25.2 in)	640 mm (25.2 in)
18 Track Belt/Shoe Width	300 mm (11.8 in)	300 mm (11.8 in)
19 Track Width	1780 mm (70.1 in)	1780 mm (70.1 in)
20 Ground Clearance	310 mm (12.2 in)	310 mm (12.2 in)
21 Stick Length	1260 mm (49.6 in)	1560 mm (61.4 in)

†Overall Shipping Length depends on blade position during shipment.

303.5 CR Mini Excavator

Cab

Lift Capacities – Minimum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)					
			Over Front			Over Side	Over Front			Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*917 (*2,022)	*917 (*2,022)	904 (1,993)	*835 (*1,841)	583 (1,285)	575 (1,268)	3.95 (13.0)		
	Long Stick	kg (lb)							*758 (*1,671)	514 (1,133)	507 (1,118)	4.26 (14.0)		
2 m (6.6 ft)	Standard Stick	kg (lb)				*1176 (*2,593)	888 (1,958)	867 (1,911)	*809 (*1,784)	483 (1,065)	478 (1,054)	4.41 (14.5)		
	Long Stick	kg (lb)				*1033 (*2,377)	892 (1,967)	870 (1,918)	*750 (*1,653)	435 (959)	430 (948)	4.67 (15.3)		
1 m (3.3 ft)	Standard Stick	kg (lb)				*1547 (*3,411)	833 (1,836)	813 (1,792)	*860 (*1,896)	454 (1,001)	449 (990)	4.54 (14.9)		
	Long Stick	kg (lb)				*1462 (*3,223)	831 (1,832)	811 (1,788)	*805 (*1,775)	410 (904)	406 (895)	4.79 (15.7)		
0 m (0 ft)	Standard Stick	kg (lb)				*1676 (*3,695)	805 (1,775)	786 (1,733)	*947 (*2,088)	472 (1,041)	466 (1,027)	4.39 (14.4)		
	Long Stick	kg (lb)	*1345 (*2,965)	*1345 (*2,965)	*1345 (*2,965)	*1696 (*3,739)	793 (1,748)	774 (1,706)	*907 (*2,000)	424 (935)	420 (926)	4.63 (15.2)		

Minimum Weight includes cab, rubber tracks, no extra counterweight, operator, full fuel tank and blade.

Lift Capacities – Maximum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)					
			Over Front			Over Side	Over Front			Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*917 (*2,022)	*917 (*2,022)	*917 (*2,022)	*835 (*1,841)	720 (1,587)	663 (1,462)	3.95 (13.0)		
	Long Stick	kg (lb)							*758 (*1,671)	638 (1,407)	588 (1,296)	4.26 (14.0)		
2 m (6.6 ft)	Standard Stick	kg (lb)				*1176 (*2,593)	1086 (2,394)	988 (2,178)	*809 (*1,784)	602 (1,327)	556 (1,226)	4.41 (14.5)		
	Long Stick	kg (lb)				*1033 (*2,377)	*1033 (*2,377)	992 (2,187)	*750 (*1,653)	546 (1,204)	504 (1,111)	4.67 (15.3)		
1 m (3.3 ft)	Standard Stick	kg (lb)				*1547 (*3,411)	1031 (2,273)	936 (2,064)	*860 (*1,896)	568 (1,252)	524 (1,155)	4.54 (14.9)		
	Long Stick	kg (lb)				*1462 (*3,223)	1029 (2,269)	933 (2,057)	*805 (*1,775)	518 (1,142)	477 (1,052)	4.79 (15.7)		
0 m (0 ft)	Standard Stick	kg (lb)				*1676 (*3,695)	1003 (2,211)	909 (2,004)	*947 (*2,088)	591 (1,303)	545 (1,202)	4.39 (14.4)		
	Long Stick	kg (lb)	*1345 (*2,965)	*1345 (*2,965)	*1345 (*2,965)	*1696 (*3,739)	991 (2,185)	897 (1,978)	*907 (*2,000)	536 (1,182)	494 (1,089)	4.63 (15.2)		

Maximum Weight includes cab, steel tracks, extra counterweight, operator, full fuel tank and blade.

Canopy

Lift Capacities – Minimum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)					
			Over Front			Over Side	Over Front			Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*917 (*2,022)	884 (1,949)	866 (1,909)	*835 (*1,841)	555 (1,224)	549 (1,210)	3.95 (13.0)		
	Long Stick	kg (lb)							*764 (*1,684)	490 (1,080)	485 (1,069)	4.26 (14.0)		
2 m (6.6 ft)	Standard Stick	kg (lb)				*1176 (*2,593)	846 (1,865)	829 (1,828)	*809 (*1,784)	458 (1,010)	455 (1,003)	4.41 (14.5)		
	Long Stick	kg (lb)				*1034 (*2,280)	851 (1,876)	834 (1,839)	*755 (*1,664)	413 (911)	411 (906)	4.67 (15.3)		
1 m (3.3 ft)	Standard Stick	kg (lb)				*1547 (*3,411)	791 (1,744)	776 (1,711)	*860 (*1,896)	429 (946)	427 (941)	4.54 (14.9)		
	Long Stick	kg (lb)				*1461 (*3,221)	788 (1,737)	772 (1,702)	*809 (*1,784)	389 (858)	387 (853)	4.79 (15.7)		
0 m (0 ft)	Standard Stick	kg (lb)				*1676 (*3,695)	763 (1,682)	749 (1,651)	*947 (*2,088)	446 (983)	443 (977)	4.39 (14.4)		
	Long Stick	kg (lb)	*1351 (*2,978)	*1351 (*2,978)	*1351 (*2,978)	*1694 (*3,735)	749 (1,651)	735 (1,620)	*908 (*2,002)	402 (886)	399 (880)	4.63 (15.2)		

Minimum Weight includes canopy, rubber tracks, no extra counterweight, operator, full fuel tank and blade.

Lift Capacities – Maximum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)					
			Over Front			Over Side	Over Front			Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up	kg (lb)		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*917 (*2,022)	*917 (*2,022)	*917 (*2,022)	*835 (*1,841)	691 (1,523)	639 (1,409)	3.95 (13.0)		
	Long Stick	kg (lb)							*758 (*1,671)	612 (1,349)	566 (1,248)	4.26 (14.0)		
2 m (6.6 ft)	Standard Stick	kg (lb)				*1176 (*2,593)	1044 (2,302)	953 (2,101)	*809 (*1,784)	577 (1,272)	534 (1,177)	4.41 (14.5)		
	Long Stick	kg (lb)				*1033 (*2,277)	*1033 (*2,277)	956 (2,108)	*750 (*1,653)	523 (1,153)	483 (1,065)	4.67 (15.3)		
1 m (3.3 ft)	Standard Stick	kg (lb)				*1547 (*3,411)	989 (2,180)	901 (1,986)	*860 (*1,896)	544 (1,199)	504 (1,111)	4.54 (14.9)		
	Long Stick	kg (lb)				*1462 (*3,223)	987 (2,176)	898 (1,980)	*805 (*1,775)	495 (1,091)	458 (1,010)	4.79 (15.7)		
0 m (0 ft)	Standard Stick	kg (lb)				*1676 (*3,695)	961 (2,199)	874 (1,927)	*947 (*2,088)	566 (1,248)	523 (1,153)	4.39 (14.4)		
	Long Stick	kg (lb)	*1345 (*2,965)	*1345 (*2,965)	*1345 (*2,965)	*1696 (*3,739)	949 (2,092)	862 (1,900)	*907 (*2,000)	513 (1,131)	473 (1,043)	4.63 (15.2)		

Maximum Weight includes canopy, steel tracks, extra counterweight, operator, full fuel tank and blade.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
ENGINE			OPERATOR ENVIRONMENT (continued)		
Cat C1.7 NA Engine (U.S. EPA Tier 4 Final/ EU Stage V)	✓		Retractable High Visibility Seat Belt (75 mm/3 in)	✓	
Automatic Engine Idle	✓		Coat Hook	✓	
Automatic Engine Shutdown	✓		Cup Holder	✓	
Automatic Two Speed Travel	✓		Storage Pocket	✓	
Fuel Water Separator	✓		Skylight	✓	
Power on Demand (not available in all regions)	✓		Mounting Bosses for Front	✓	
Variable Displacement Piston Pump	✓		Signaling/Warning Horn	✓	
Load Sensing/Flow Sharing Hydraulics	✓		Interior Light (Cab only)	✓	
HYDRAULICS			Boom Light, Halogen (not available in all regions)	✓	
Smart Tech Electronic Pump	✓		LED Front Lights		✓
Accumulator	✓		LED Front and Rear Lights		✓
Automatic Swing Brake	✓		LED Boom Light		✓
Auxiliary Hydraulic Lines	✓		Utility Space for Mobile Phone	✓	
One and Two Way Auxiliary Flow	✓		Mirrors Left and Right		✓
Continuous Auxiliary Flow	✓		Camera		✓
Auxiliary Line Quick Disconnects	✓		Radio – Bluetooth®, Auxiliary, Microphone, USB (charging only) (Cab only)		✓
OPERATOR ENVIRONMENT			Next Generation Color LCD Monitor (IP66)	✓	
Tilt-up Canopy or Tilt-Up Cab	✓		– Fuel Level and Coolant Temperature Gauges	✓	
Cab with Air Conditioning		✓	– Maintenance and Machine Monitoring	✓	
Cab with Heater		✓	– Performance and Machine Adjustments	✓	
Top Guard ISO 10262:1998 Level I	✓		– Numeric Security Code	✓	
ROPS – ISO 12117-2:2008	✓		– Multiple Languages	✓	
TOPS – ISO 12117:1997	✓		– Hour Meter with Wake Up Switch	✓	
Stick Steer Mode	✓		– Jog Dial (cab only)	✓	
Travel Cruise Control	✓		Next Generation Advanced Monitor		✓
Control Pattern Changer (optional in some regions)	✓		– Touch Screen		✓
Adjustable Wrist Rests	✓		– Site Reference System		✓
Washable Floor Mat	✓		– High Definition Camera Capable (IP68 and IP69K)		✓
Travel Pedals and Hand Levers	✓		– Numeric Security Code		✓
No Travel Pedals and Hand Levers (optional in some regions)		✓	UNDERCARRIAGE		
Machine Security	✓		Rubber Belt (300 mm/11.8 in wide)	✓	
Standard Key with Pass Code	✓		Steel Track (300 mm/11.8 in wide)		✓
Push to Start with Key Fob/Pass Code		✓	Dozer Blade	✓	
Fabric Suspension Seat (Cab only)	✓		Dozer Blade Float	✓	
Vinyl Suspension Seat (Canopy only)	✓		Angle Blade		✓
Vinyl Non-Suspension Seat (Canopy only) (not available in all regions)		✓	Tie Downs on Track Frame	✓	
Hydraulic Lockout – All Controls	✓				

(continued on next page)

303.5 CR Mini Excavator

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
BOOM, STICK AND LINKAGES			ELECTRICAL		
One Piece Boom (2400 mm/94.5 in)	✓		12 Volt Battery	✓	
Standard Stick (1260 mm/49.6 in)	✓		Software (machine and monitor)	✓	
Long Stick (1560 mm/61.4 in)		✓	Maintenance Free Battery	✓	
Front Shovel Capable	✓		Battery Disconnect	✓	
Pin-On	✓		Signaling/Warning Horn	✓	
Dual Lock Manual Coupler		✓	12 Volt Power Socket	✓	
Hydraulic Coupler		✓	Product Link™ PL243 (regulations apply)		✓
Thumb Ready (not available in all regions)	✓		Product Link PLE643 (regulations apply)		✓
Certified Lifting Eye (optional in some regions)	✓		Travel Alarm (standard in some regions)		✓
Attachments including Couplers, Thumbs, Buckets, Augers and Hammers		✓	GUARDING		
2nd Auxiliary Hydraulic Lines		✓	Polycarbonate Half Height Front Guard (Canopy only)		✓
Bucket Divert Lines		✓	Polycarbonate Front Guard (ISO 10262:1998 Level I and EN356 P5A)		✓
Boom Lowering Check Valve		✓	Heavy Duty Front Guard ISO 10262:1998 Level II		✓
Stick Lowering Check Valve		✓	OTHER		
Hydraulic Quick Coupler Lines (not available in all regions)		✓	Bio Oil Capable		✓
			Eco Drain		✓
			Water Jacket Heater		✓
			Light Counterweight (100 kg/221 lb)		✓
			Extra Counterweight (250 kg/551 lb)		✓

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C1.7 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)
 - ✓ 100% renewable diesel, HVO (hydrogenated vegetable oil) and GTL (gas-to-liquid) fuelsRefer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

- Operator Sound Pressure 78 dB(A) (ISO 6396:2008)
Average Exterior Sound Pressure 94 dB(A) (ISO 6395:2008)
- European Union Directive "2000/14/EC"

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - Advanced hydraulic systems balance power and efficiency
 - Power On Demand provides full time efficiency and power when you need it and is transparent to the operator
 - Auto idle and auto engine shutdown
 - Extended maintenance intervals reduce fluid and filter consumption
 - Remote Flash and Remote Troubleshoot (if equipped)
 - Cat Grade with Advanced 2D and 3D improves operator efficiency minimizing fuel consumption (if equipped)

PRODUCT SPECIFICATIONS FOR 303.5 CR



Net Power	23.6 HP
Engine Model	C1.7
Bore	3.3 in
Net Power @ 2,200 rpm - U.S. EPA Tier 4 Final/EU Stage V - ISO 9249/EEC 80/1269	23.6 HP
Displacement	104 in ³
Note	Net power is tested per ISO 9249 and 80/1269/EEC.
Gross Power - 2,400 rpm - SAE J1995	24.7 HP
Emissions	Meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
Note (2)	Net power advertised is the power available at the flywheel when the engine is at rated speed and rated power when the engine is installed with the factory configured fan, air intake system, exhaust system, and alternator with a minimum alternator load.
Stroke	3.9 in
Operating Weight	9239 lb
Minimum Operating Weight with Canopy*	7673 lb
EU: CE Plate Weight with Cab***	8004 lb
Note (3)	***CE Plate Weight is based on the most common EU configuration.

Includes 75 kg (165 lb) operator and full fuel tank and excludes bucket.

Maximum Operating Weight with Cab** 9239 lb

Maximum Operating Weight with Canopy** 8930 lb

EU: CE Plate Weight with Canopy*** 7784 lb

Minimum Operating Weight with Cab* 7982 lb

Note (1) * Minimum Weight is based on fixed rubber tracks, operator, full fuel tank, standard stick, blade, bucket and no extra counterweight.

Note (2) **Maximum Weight is based on steel tracks, operator, full fuel tank, long stick, blade, bucket and extra counterweight.

Dig Depth 122.4 in

Track Belt/Shoe Width 11.8 in

Maximum Reach 216.9 in

O/A Track Width 70.1 in

Maximum Blade Depth 21.1 in

Tail Swing without Counterweight 35 in

Stick Length 61.4 in

Swing Bearing - Height 22.2 in

Boom Swing - Left	640 mm
Overall Shipping Length*	190.9 in
Maximum Reach - Ground Level	211.8 in
Maximum Dump Clearance	141.7 in
Tail Swing with Counterweight	37.8 in
O/A Shipping Height	97.6 in
Note	*Overall Shipping Length depends on blade position during shipment.
Boom In Reach	73.2 in
Maximum Dig Height	197.6 in
Vertical Wall	94.1 in
Boom Height - Shipping Position	68.9 in
Maximum Blade Height	15.2 in
O/A Undercarriage Length	87.4 in
Boom Swing - Right	34.3 °
Ground Clearance	12.2 in
Height	13.8 in
Width	70.1 in

Boom Swing - Right	34.3 °
Tail Swing with Counterweight	37.8 in
Stick Length	49.6 in
Maximum Reach - Ground Level	202 in
Boom Swing - Left	25.2 °
Maximum Reach	207.5 in
Track Belt/Shoe Width	11.8 in
Maximum Dump Clearance	137.4 in
Swing Bearing - Height	22.2 in
Boom Height - Shipping Position	59.8 in
O/A Shipping Height	97.6 in
Overall Shipping Length*	189 in
Boom In Reach	69.3 in
Note	*Overall Shipping Length depends on blade position during shipment.
Tail Swing with Extra Counterweight	39.6 in
Maximum Dig Height	193.7 in
Vertical Wall	88.6 in
Dig Depth	110.6 in

O/A Undercarriage Length	87.4 in
Tail Swing without Counterweight	35 in
Maximum Blade Depth	21.1 in
Maximum Blade Height	15.2 in
Ground Clearance	12.2 in

Cab	309 lb
Counterweight	221 lb
Steel Tracks	287 lb
Long Stick	44 lb
Angle Blade	353 lb
Extra Counterweight	551 lb

Fuel Tank	11.9 gal (US)
Hydraulic Tank	5.3 gal (US)
Cooling System	1.8 gal (US)
Engine Oil	1.6 gal (US)
Hydraulic System	11.9 gal (US)

Ground Pressure - Minimum Weight	4.3 psi
Maximum Traction Force - High Speed	3799 lbf
Maximum Traction Force - Low Speed	6969 lbf
Travel Speed - High	2.8 mile/h
Gradeability - Maximum	30 degrees
Travel Speed - Low	1.6 mile/h
Ground Pressure - Maximum Weight	5.2 psi
Pump Flow at 2,400 rpm	26 gal/min
Auxiliary Circuit - Primary - Flow	18 gal/min
Operating Pressure - Swing	2625 psi
Type	Load Sensing Hydraulics with Variable Displacement Piston Pump
Auxiliary Circuit - Secondary - Pressure	3553 psi
Digging Force - Stick - Long	3799 lbf
Auxiliary Circuit - Secondary - Flow	7 gal/min
Digging Force - Bucket	7419 lbf
Operating Pressure - Travel	3553 psi
Operating Pressure -	3553 psi

Equipment

Auxiliary Circuit - Primary - Pressure	3553 psi
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Digging Force - Stick - Standard	4249 lbf
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Note	*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.
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Note	European Union Directive , "2000/14/EC"
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Operator Sound Pressure (ISO 6396:2008)	78 dB(A)
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Average Exterior Sound Pressure (ISO 6395:2008)	94 dB(A)
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Machine Swing Speed	9 r/min
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Boom Swing - Right	50 °
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Boom Swing - Left	75 °
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Tail Swing with Extra Counterweight	39.6 in
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Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
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Tip Over Protective Structure (TOPS)	ISO 12117:1997
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Top Guard	ISO 10262:1998 (Level I)
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Tail Swing with Extra Counterweight	39.6 in
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303.5 CR STANDARD EQUIPMENT ENGINE

Cat C1.7 NA Engine (U.S. EPA Tier 4 Final/EU Stage V)
Automatic Engine Idle

• **303.5 CR Standard Equipment**

Automatic Engine Shutdown
Automatic Two Speed Travel
Fuel Water Separator
Power on Demand (not available in all regions)
Variable Displacement Piston Pump
Load Sensing/Flow Sharing Hydraulics

HYDRAULICS

Smart Tech Electronic Pump
Accumulator
Automatic Swing Brake
Auxiliary Hydraulic Lines
One and Two Way Auxiliary Flow
Continuous Auxiliary Flow
Auxiliary Line Quick Disconnects

OPERATOR ENVIRONMENT

Tilt-up Canopy or Tilt-Up Cab
Top Guard ISO 10262:1998 Level I
ROPS – ISO 12117-2:2008
TOPS – ISO 12117:1997
Stick Steer Mode
Travel Cruise Control
Control Pattern Changer (optional in some regions)
Adjustable Wrist Rests
Washable Floor Mat
Travel Pedals and Hand Levers
Machine Security
Machine Security – Standard Key with Pass Code
Fabric Suspension Seat (Cab only)
Vinyl Suspension Seat (Canopy only)
Hydraulic Lockout – All Controls
Retractable High Visibility Seat Belt (75 mm/3 in)
Coat Hook
Cup Holder
Storage Pocket
Skylight
Mounting Bosses for Front
Signaling/Warning Horn
Interior Light (Cab only)
Boom Light, Halogen
Utility Space for Mobile Phone

Next Generation Color LCD Monitor (IP66)

- Fuel Level and Coolant Temperature Gauges
- Maintenance and Machine Monitoring
- Performance and Machine Adjustments
- Numeric Security Code
- Multiple Languages
- Hour Meter with Wake Up Switch
- Jog Dial (cab only)

Next Generation Advanced Monitor (Optional)

- Fuel Level and Coolant Temperature Gauges
- Maintenance and Machine Monitoring
- Performance and Machine Adjustments
- Numeric Security Code
- Multiple Languages
- Hour Meter with Wake Up Switch

UNDERCARRIAGE

Rubber Belt (300 mm/11.8 in wide)

Dozer Blade

Dozer Blade Float

Angle Blade

Tie Downs on Track Frame

BOOM, STICK AND LINKAGES

One Piece Boom (2400 mm/94.5 in)

Standard Stick (1260 mm/49.6 in)

Front Shovel Capable - Pin-On

Thumb Ready (not available in all regions)

Certified Lifting Eye (optional in some regions)

ELECTRICAL

12 Volt Battery

Software (machine and monitor)

Maintenance Free Battery

Signaling/Warning Horn

12 Volt Power Socket

303.5 CR OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab with Air Conditioning

Cab with Heater

Control Pattern Changer (optional in some regions)

No Travel Pedals and Hand Levers

Machine Security – Push to Start with Key Fob/Pass Code

Vinyl Non-Suspension Seat (Canopy only)

LED Front Lights

LED Front and Rear Lights

LED Boom Light

Mirrors Left and Right

Radio – Bluetooth®, Auxiliary, Microphone, USB (charging only) (Cab only)

UNDERCARRIAGE

Steel Track (300 mm/11.8 in wide)

BOOM, STICK AND LINKAGES

Long Stick (1560 mm/61.4 in)

Front Shovel Capable – Dual Lock Manual Coupler

Attachments including Couplers, Thumbs, Buckets, Augers and Hammers

2nd Auxiliary Hydraulic Lines

Boom Lowering Check Valve

Stick Lowering Check Valve

Hydraulic Quick Coupler Lines (not available in all regions)

Front Shovel Capable – Hydraulic Coupler

ELECTRICAL

Battery Disconnect

Product Link PL243 (regulations apply)

Product Link PLE643 (regulations apply)

Travel Alarm (standard in some regions)

GUARDING

Guard, Canopy

Guard, Mesh

OTHER

Bio Oil Capable

Eco Drain

Water Jacket Heater

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	October 5, 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)	Resolution adopting Citywide Dog Park Site Selection, Design and Operations Guidelines / Citywide (no cost)		
Begin/end dates	Begins: 10/13/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>In response to nationwide trends, recent master plan feedback & recommendations, and partnership with Spokane School District 81, Parks began a comprehensive study to develop guidelines for the level of service, site selection, site design, and operation of public off-leash dog parks within the City of Spokane.</p> <p>The study defines the proposed level of public dog park service, the recommended size, character, and features of public off-leash dog parks, the most suitable locations for future dog parks, the process for establishing new dog parks, and the maintenance & operations guidelines for public dog park maintenance.</p>			
Motion wording:			
Motion to adopt resolution accepting the Citywide Dog Park Site Selection, Design and Operations Guidelines			
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	Greg Forsyth (GregoryF@spokaneschools.org)		
Parks – Sarah Deatrach	Al Vorderbrueggen		
Requester: Nick Hamad	Garrett Jones		
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
N/A	N/A		
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

CITY OF SPOKANE
PARK BOARD RESOLUTION

A RESOLUTION Adopting the 2022 Citywide Dog Park Site Selection, Design & Operations Guidelines

WHEREAS, the City of Spokane owns and operates 3,900+ acres of parks & natural lands within and outside of the City of Spokane; and

WHEREAS, the Park Board is empowered by the City Charter with exclusive jurisdiction and control to lay out, establish, procure, purchase, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards and parkways, and connecting parks and structures thereon located both within and outside of the City of Spokane; and

WHEREAS, Dog parks are one of the fastest growing types of parks in the country and can contribute to agency revenues and tourism; and

WHEREAS, according to community feedback received during the 2022 parks and natural lands master plan (OPR2022-0454), Spokane residents desire more 'off-leash' facilities for their dogs to safely play, exercise and socialize; and

WHEREAS, Goal B Objective 1 of the 2022 park and natural lands master plan recommends completion of a planned study to locate off-leash dog parks citywide, identifying up to 10 potential sites; and

WHEREAS, in February of 2022, the Park Board entered an MOU with Spokane School District 81 (OPR2022-0137) agreeing to work together to both complete a citywide 'Type, Size and Location' dog park study and determine the location for one specific dog park known as the 'Official South Hill Dog Park'; and

WHEREAS, per the MOU the citywide dog park study and Official South Hill Dog Park site selection shall be complete prior to the end of October 2022; and

WHEREAS, since April of 2022, city staff, project consultants, and citizen project advisory committee have been actively engaged in developing the dog park study, substantially concluding work in October 2022; and

WHEREAS since April of 2022, the public has provided substantial project input and direction through the Citywide Dog Park Committee, an open public survey, and public review of the draft guidelines document; and

WHEREAS, the resulting dog park guidelines are the direct result of input and recommendations from Spokane City residents, the project advisory committee, Park Board, and city staff; and

WHEREAS, adoption of the 2022 City of Spokane Dog Park Site Selection, Design & Operations Guidelines inform but do not specifically determine the location for the Official South Hill Dog Park, which shall be identified by separate action later in October 2022; and

NOW, THEREFORE,

BE IT RESOLVED by the Park Board to adopt the 2022 City of Spokane Dog Park Site Selection, Design and Operations Guidelines; and

BE IT FURTHER RESOLVED that park staff shall recommend the preferred location for the Official South Hill Dog Park for Park Board consideration prior to the end of October 2022.

ADOPTED BY THE PARK BOARD ON _____

Attest:

Park Board President
Approved as to form:

City Clerk

Assistant City Attorney



CITY OF SPOKANE DOG PARK GUIDELINES



City of Spokane Parks and Recreation

Draft September 2022

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ACKNOWLEDGEMENTS

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Carl Strong, Park Operations Assistant Director
Fianna Dickson, Communications Manager

Special Thanks

Name
Name
Name
Name
Name



HOW TO USE THIS GUIDE

The City of Spokane Dog Park Guidelines document is designed to provide information on level of service demand, location siting, design and maintenance to be used as a reference when the City is selecting and designing future dog parks. Throughout the process of developing these guidelines, research on award-winning dog parks and dog parks in municipalities has been compiled and analyzed so that a thoughtful design process can be established.



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BACKGROUND

The demand for dog parks and designated off-leash areas has grown tremendously in the past couple decades since their introduction to the US in 1979. As population density increases, we see a focus in providing more multi-family housing and houses on smaller residential lots. A growing percent of residents need places to bring their dogs outdoors.

According to the 2013 State Comprehensive Outdoor Recreation Plan (SCORP), the desire for dog parks ranks 21st in importance compared to other recreational activities. A recorded 11.5% of Washington residents use established dog parks, and nearly 52% of residents report walking with a dog, whether on-leash or off-leash. These numbers are projected to increase. The Trust for Public Land has reported that between 2009 and 2019, the number of dog parks have increased by 74% in the nation's 100 largest cities.

The American Veterinary Medical Association states that there are 1.6 dogs per household on average in the United States with 38.4% of American households owning a dog. Dog ownership increased by nearly 11% during the COVID-19 pandemic in 2020. Based on the 2020 Census, the City of Spokane's 230,328 residents live in 93,075 households which means that in 2020 there were just under 150,000 dogs in the City. This estimation is conservative, as recent survey results by the City show that between 45-55% of household own at least one dog.

As part of the preparation for the 2022 Parks and Recreation Master Plan, the City of Spokane conducted a survey on current park use and future park desires. About two-thirds of residents preferred that Parks focus first on adding dog parks and off-leash areas in the next few years. Half of the participants felt that dog parks in natural areas were less desired, but respondents in District 1 favored the idea more. In fact, District 1 had a much higher reported desire for adding dog parks and off-leash areas (76%) compared to District 2 (62%) and District 3 (56%).

The City of Spokane currently has two designated off-leash area dog parks: High Bridge Dog Park and the Downtown Dog Park at Riverside Avenue. A third dog park is currently in the planning phase for Riverfront Park. The "Unofficial South Hill Dog Park", which is not currently part of the City's Dog Park system, will be relocated and added to the inventory. Through these guidelines, other potential areas will be examined for future dog park expansion.

*People love dogs.
You can never go
wrong adding a dog
to the story.*

~ Jim Butcher

SPOKANE DOG STATS

BY THE NUMBERS:

Public Survey Results:

1,158 participants
87% City of Spokane residents
90% dog owners

Current
City
Dog
Parks **2**

3 Other Substantial Public
Dog Parks in the County

*53% of survey respondents
are willing to walk 15 minutes
to a dog park*

81% will walk 10 minutes



Preferred Design Look:

Natural &
Expansive

*Representative of the
native Spokane landscape*

56% of people prefer
larger sized drivable facilities



*Other
high-ranking
features:*

Large Size

&

**Availability of
Site Utilities**

**Substantial
Existing Tree
Canopy**

Top Desired Dog
Park Feature

150,000

Estimated Dog Population



*79% would prefer
dog park sizes to be
reduced or located
on developed land if
it meant protecting
"natural" lands*

*93% agree it is
important to protect
water quality and
riparian habitat*



GLOSSARY

Citywide Dog Park Committee (CDPC) - Also referred to as the Dog Park Advisory Committee or PAC, this diverse team of volunteer members has been specially curated to help guide the selection and design of future dog parks. Each member was selected based on their Park District region, expertise in a certain field, or experience in dog parks.

Dog Park - A fenced off-leash area specifically designed and designated for use by dogs and their human companions.

Level of Service (LOS) - The minimum capacity and quality of public facilities or services that are needed to serve the community at a desired and measurable standard.

Off-Leash Area (OLA) - An area, either fenced in or open, that is available for dogs to roam leash free. Areas may include special restrictions, such as limited hours or off-season use only.

Pathway - a designated, paved path of travel for pedestrians

Pocket Park - A very small outdoor public space under 1 acre in size, typically located in urban or densely populated neighborhoods.

Trail - An organic, socially developed walkway within the landscape for pedestrians and wildlife.

Unofficial South Hill Dog Park (SHDP) - A roughly 5.25 acre dog park located on 63rd Avenue in Spokane, which is slated to be removed. A partnership with Spokane Public Schools and the City of Spokane has agreed to find a new official location for the park in District 2.



PART 1

SITE SELECTION GUIDELINES

LEVEL OF SERVICE

There is no standard method of determining a minimum number of facilities needed when it comes to locating dog parks. Most municipalities either focus on providing a pre-determined number of facilities to each of their individual districts or rely on placing dog parks based solely on the measured distance between facilities.

While both concepts can be useful for determining placement of new facilities, they do not provide a measurable standard of how we can determine the demand of designated off-leash space. As a response, the City of Spokane's desired level of service is determined by a combination of two metrics: quantity of facilities and area of designated dog space.

- ✦ Current City LoS = 1 park per ~115,000 people
- ✦ National Average = 1 per 46,000 people
- ✦ Avg. for Pop 100k-250k = 1 per 76,000 people
- ✦ Pacific Northwest Avg. = 1 per 26,600 people

With Spokane's current population of approximately 230,000 residents, the two existing facilities greatly underserve the City. Based on the statistics above, Spokane Parks and Recreation should expect to pursue a level of service of between 1 facility per 26,000 – 76,000. This will require a total of between 3 and 9 facilities, or a net increase of 1 to 7 facilities, depending on distribution, functionality, dog park type, location, and citizen preferences for other desired amenities.

Further research was taken into comparing several similar sized cities based on population, land area, and population density. Table A.1 looks at the number of facilities provided by each city, and the estimated dogs they serve per park. Based on these calculations, these cities provide off-leash space for up to 7 times the number of dogs that Spokane currently does. To be on par with these rankings, Spokane would need to provide a minimum of 6 dog parks (as shown in Table A.2). This equals approximately **1 facility per 38,000 people, or 1 facility per 25,000 dogs.**

Rank	City	No. Dog Parks	Est. Dogs per Park
1	Boise, ID	16	9,536
2	Baton Rouge, LA	6	22,329
3	Spokane, WA	6	24,820
4	Tacoma, WA	5	26,780
5	Santa Clarita, CA	4	27,990
6	Richmond, VA	5	28,761
7	Grand Rapids, MI	3	40,225

Table A.2 - Desired Density-based Level of Service

City	Population	Land Area (sq. mi)	Pop. Density (#/sq. mi)	Households	Est. Dog Population	No. Dog Parks	Est. Dogs per Park
Boise, ID	235,684	84.0	2,806	95,359	152,574	16	9,536
Santa Clarita, CA	228,673	70.8	3,230	69,975	111,960	4	27,990
Baton Rouge, LA	227,470	86.3	2,636	83,733	133,973	6	22,329
Richmond, VA	226,610	59.9	3,783	89,878	143,805	5	28,761
Tacoma, WA	222,975	49.8	4,481	83,688	133,901	5	26,780
Grand Rapids, MI	203,644	44.8	4,550	75,422	120,675	3	40,225
Spokane, WA	228,989	68.8	3,328	93,075	148,920	2	74,460

Table A.1 - Current Level of Service Comparison (Number of Facilities)

Rank	City	No. Dog Parks	Dog Park Area (acre)	Dog Park Size Range (acre)	Calc. LOS provided (ac. per 10,000 residents)
1	Boise, ID	16	20.40 + 239 OLA	1 - 10 (4 - 153 OLA)	0.86 (10.99 Incl. OLA)
2	Tacoma, WA	5	14.50	1 - 7	0.65
3	Baton Rouge, LA	6	12.65	0.75 - 6	0.56
4	Spokane, WA	2	9.36	Downtown: 0.07 High Bridge: 9.29	0.41
5	Grand Rapids, MI	3	3.00	1	0.15
6	Santa Clarita, CA	4	2.75	Up to 1.3	0.12
7	Richmond, VA	5	2.38	Up to 1.2	0.11

Table A.3 - Current Level of Service Comparison (Acreage)

Although a good starting place, these calculations do not consider the variations in size of off-leash areas. The same cities as before were examined based on total acreage of dog park space provided. As seen in Table A.3, the results vary widely. The cities with higher population densities have far less available space. Even though the population density of Spokane is on the higher side, there is a greater opportunity in finding available city-owned land.

It is important to note that for the City of Boise, they distinguish their dog areas into 2 categories: Dog Parks and unfenced Off-Leash Areas. For the purpose of these guidelines, we are looking at dog parks specifically. However, values for off-leash areas have been included for Boise in case Spokane would consider providing off-season, unfenced dog use in some of the already established parks.

Spokane scores moderately well already when looking at total acreage of dog parks, at 0.41 acres per 10,000 people. To match Boise’s calculated LOS rate of 0.86 acres per 10,000 residents, the City would need to add an additional 10.33

acres for a total of 19.69 acres. For **0.75 acre per 10,000 people** (which is what is proposed), Spokane would need to **designate a total of 17.17 acres** of city-owned land for dog parks.



Image A.1 - High Bridge Dog Park provides a large mulch area for dogs and their humans to socialize.

DOG PARK SITE SELECTION CRITERIA

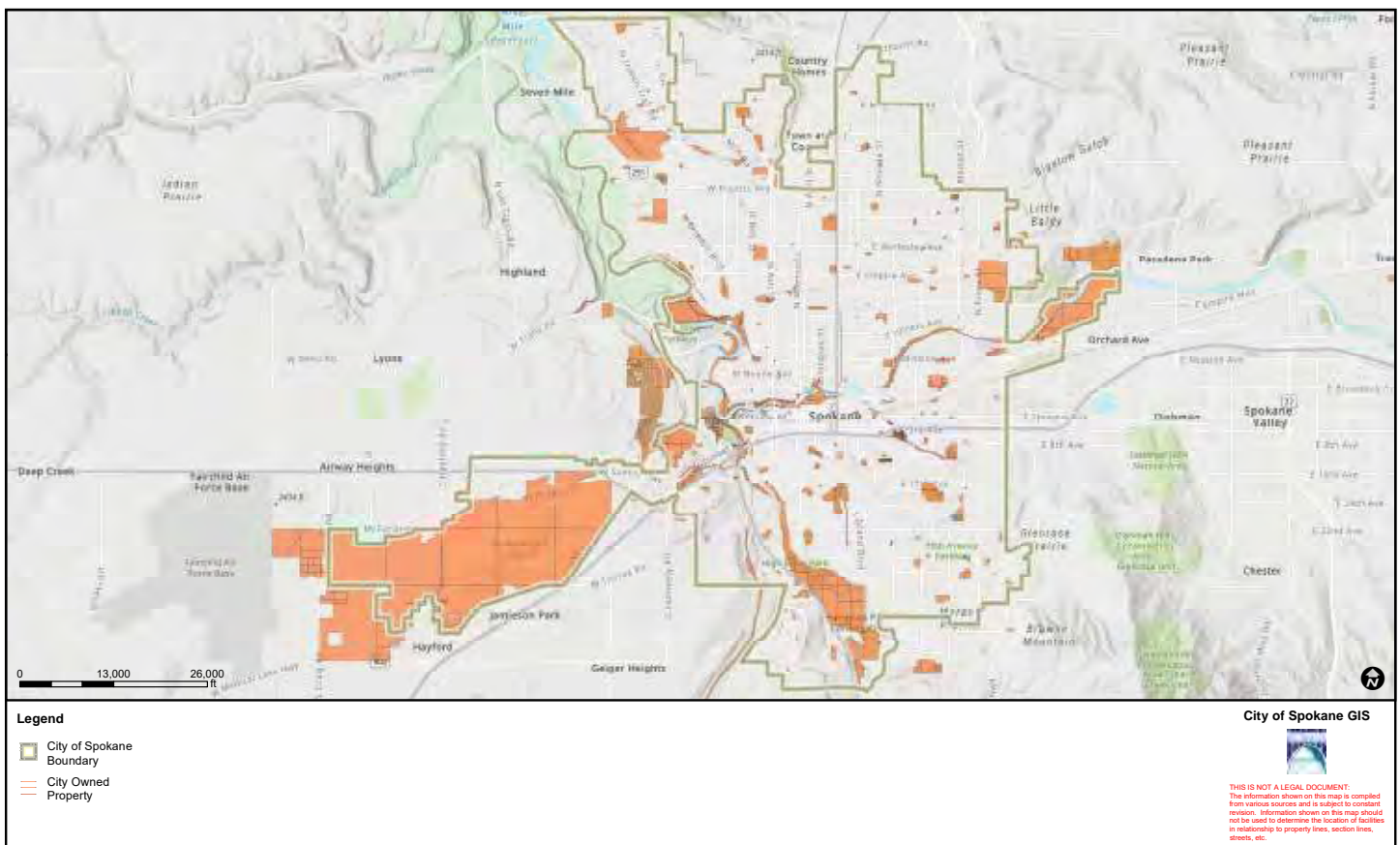
While they are a highly desired use, dog parks have some issues that require careful consideration when selecting their location, placement, and design. Based on research from municipalities across the U.S. and guidance from the Dog Park PAC, the City has prepared the following site selection and placement criteria for future dog parks. These criteria create a score for each park and are intended to guide discussions on where dog parks are most needed and desired in the City and make provisions for their location within existing City-owned properties. The criteria guide not only the location of the park but its general size, potential impacts, mitigations, and expected audience.

Dog park placement criteria have been divided into three scoring tiers starting with a City-wide examination at Tier 1. Tiers 2 and 3 use weighted scoring to hone in on specific locations for dog parks. Tier 2 criteria help determine which properties are best suited for dog parks. Tier 3 criteria then examine specific locations within properties for potential impacts and mitigations to determine a best location based on the highest scoring placement.

Tier 1: Size and Distribution Criteria

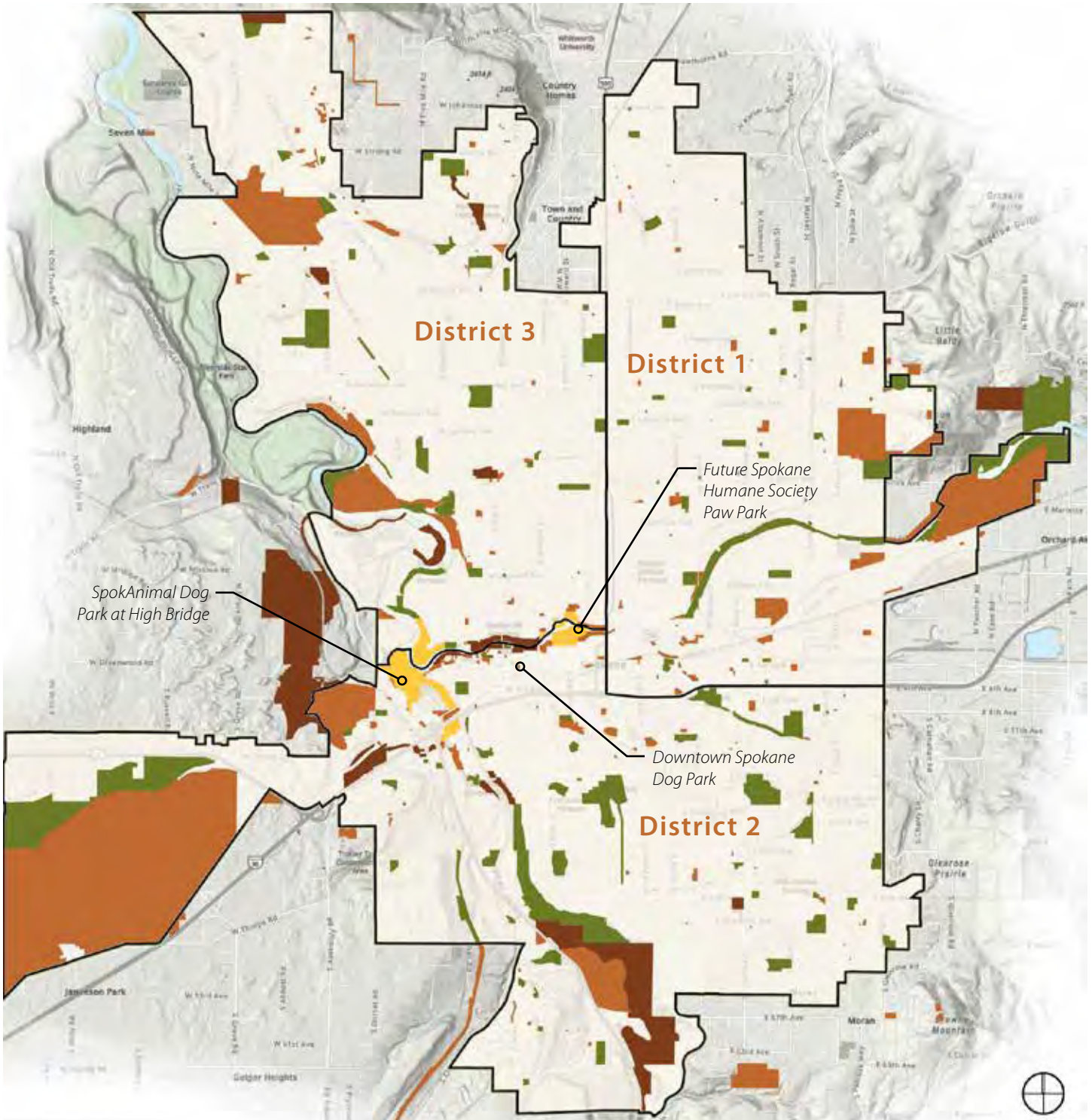
To begin assessing potential properties, the first step was to create an inventory of all city-owned property. From there, properties were eliminated if they included certain restrictions. These restrictions were pre-determined before developing a list of potential properties.

- ✦ Lack of pedestrian access
- ✦ No parking lot or on-street parking adjacent
- ✦ Land fully programmed or fully occupied
- ✦ Total contiguous land <0.5 acres
- ✦ Property too steep to develop (>2:1 slope)
- ✦ Current golf course location
- ✦ Waste locations (occupied landfills, WWTP)
- ✦ Airports
- ✦ Designated park natural lands (conservation land, arboretum)
- ✦ Trails and parkways



Inventory of City-Owned Property

Overall City of Spokane Map



Legend:

- Suitable for Evaluation
- Current Dog Park Locations
- Property Deemed Unsuitable
- Natural Areas

Map A.2 -Inventory of City-Owned Property, Evaluated (Overall Map)



Any land that could not be accessed directly from the road and lands that would be too steep to traverse or develop were immediately eliminated. Properties needed to have a place nearby to park if not directly on the site to accommodate visitors. Sites located on busy arterials with no on-street parking or space to develop a parking lot would be a safety hazard.

The size of properties was also examined. Anything less than half an acre was removed from the list. There were a number of reasons why this was done which will be further discussed, but the main reasons were for safety of dogs in relation to confined spaces, and limitations to developing such a small site. Trails and parkways were also removed as these were often limited to confined spaces which would be too narrow in width to support a fenced in space in addition to existing recreation trails for people, which would need some sort of separation.

Natural lands, such as designated conservation land and arboretums were removed. Based on the recent Master Plan, residents preferred that dogs be kept out of these areas.

The last category examined was the amount of available, unprogrammed space on each parcel. Any property fully programmed was eliminated. This could include golf courses,

fire and police stations, airports, material staging grounds, utility stations, and waste locations such as occupied landfills and wastewater treatment plants. Properties such as reservoirs were often left on the list because there was substantial open, unused land separate from the space occupied by the reservoirs.

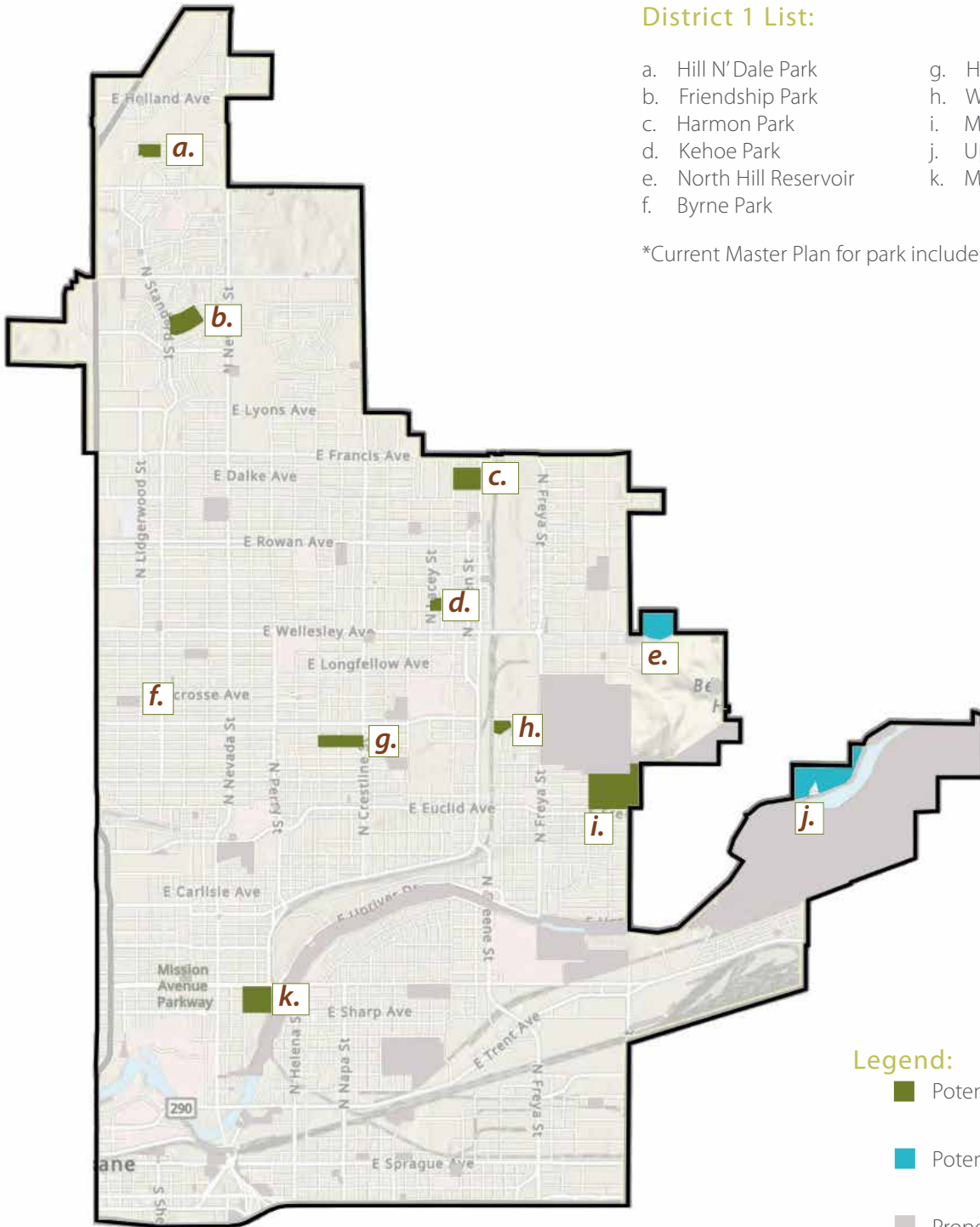
Map A.1 shows all city-owned property. All properties at least half an acre in size that could potentially be evaluated have been designated as "Suitable for Evaluation," as shown on Map A.2.

***Dogs are not our
whole life, but they
make our lives
whole.***

~ Roger Caras

Inventory of City-Owned Property

District 1 Map



District 1 List:

- a. Hill N'Dale Park
- b. Friendship Park
- c. Harmon Park
- d. Kehoe Park
- e. North Hill Reservoir
- f. Byrne Park
- g. Hays Park
- h. Wildhorse Park
- i. Minnehaha Park*
- j. Upriver Park
- k. Mission Park

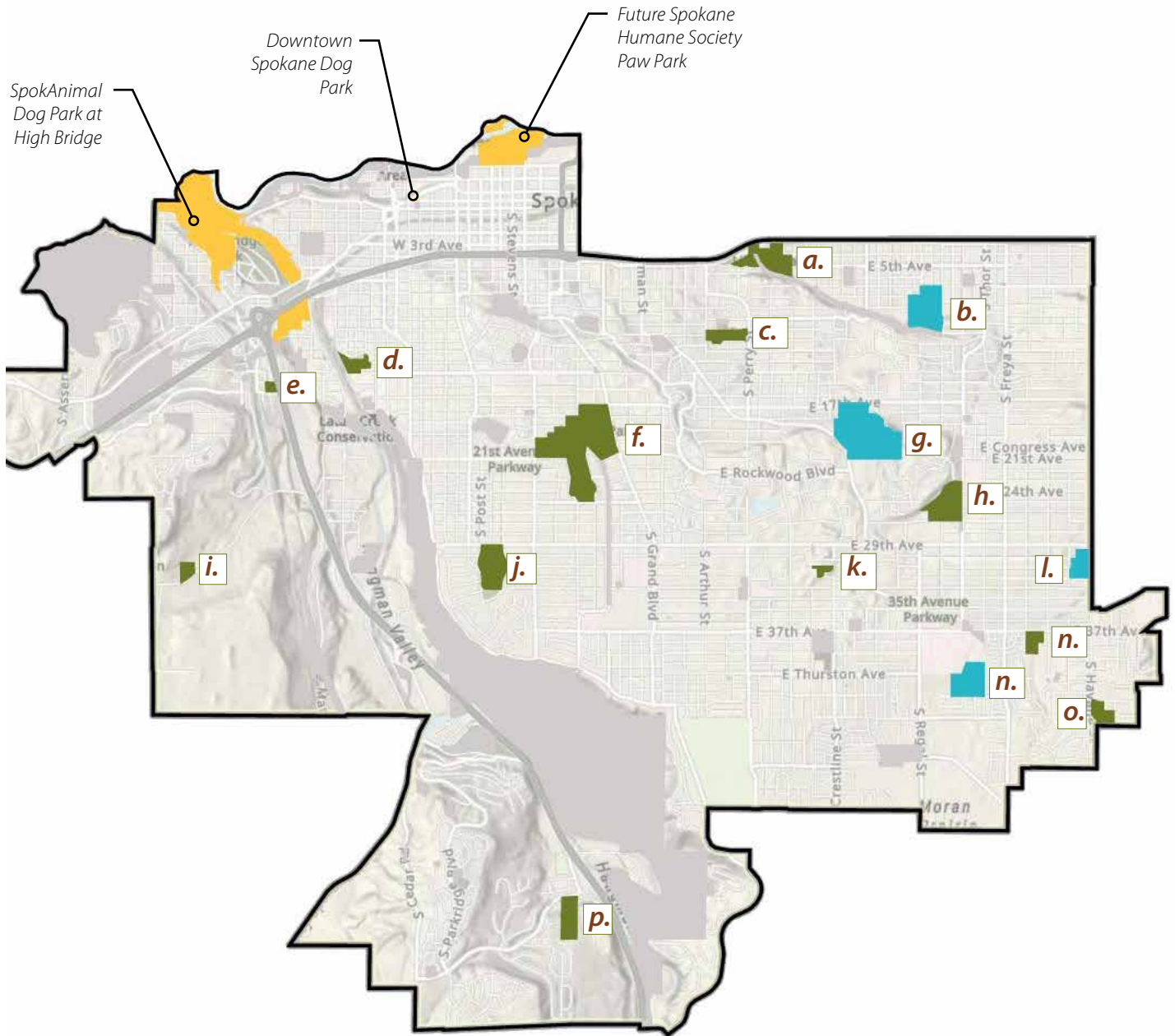
*Current Master Plan for park includes dog park program.

Legend:

- Potential Evaluation - 1.00 - 6.99 ac. Available
- Potential Evaluation - 7.00 ac. + Available
- Property Deemed Unsuitable
- Current Dog Park Locations

Inventory of City-Owned Property

District 2 Map



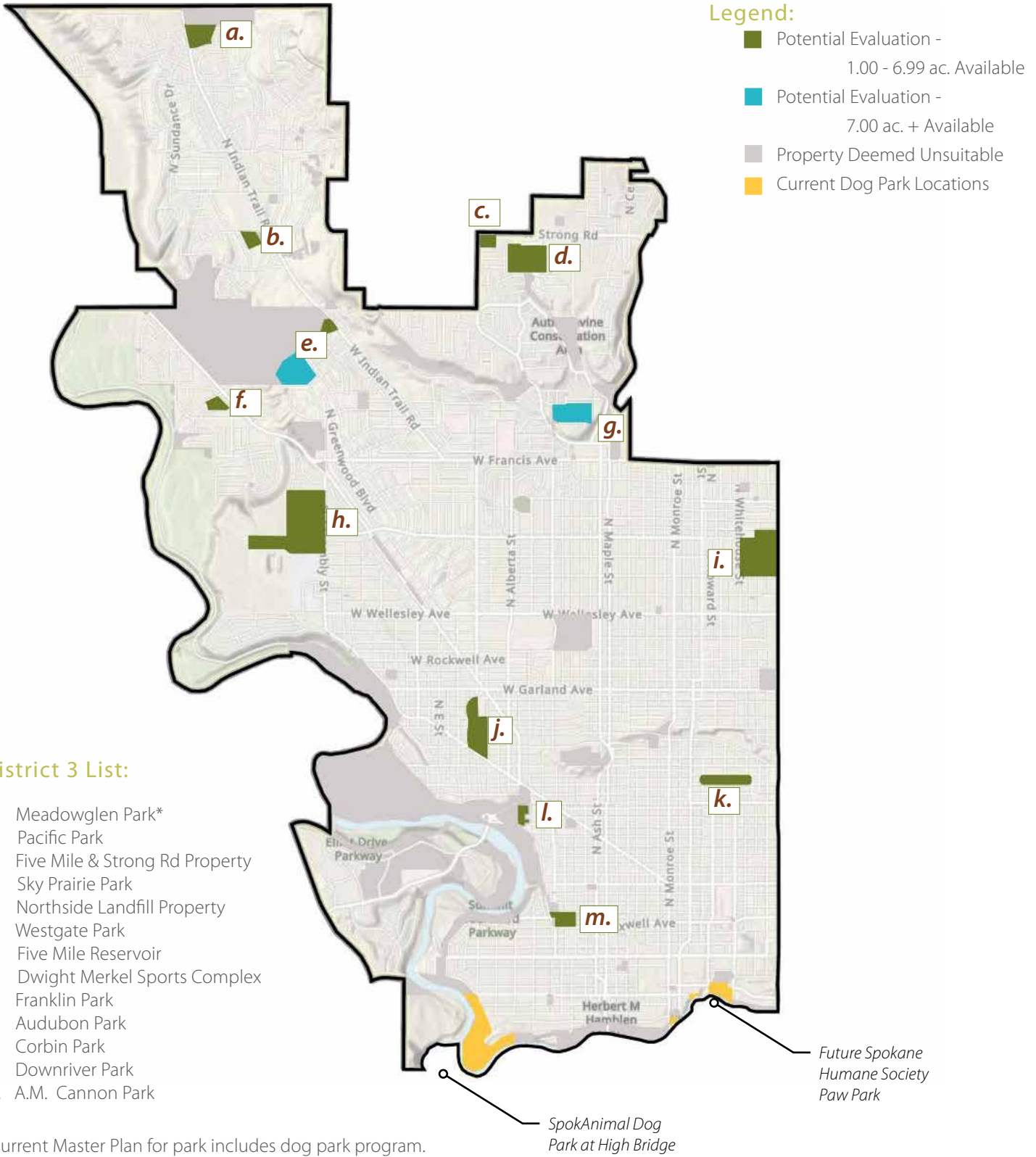
District 2 List:

- | | |
|-----------------------------|--------------------------------------|
| a. Liberty Park* | j. Thorpe Road Reservoir |
| b. Underhill Park | j. Comstock Park |
| c. Grant Park | k. Garden Park Water Tank |
| d. Polly Judd Park | l. Frog Ponds |
| e. Fish Lake Trail Property | m. 37th Ave Stormwater Facility |
| f. Manito Park | n. Hazel's Creek Stormwater Facility |
| g. Lincoln Park | o. Ben Burr Park |
| h. Thornton Murphy Park | p. Fire Station 5 |

*Current Master Plan for park includes dog park program.

Inventory of City-Owned Property

District 3 Map



Map A.5 - Inventory of City-Owned Property (District 3)

Based on available properties, research from other communities, and responses from the Citywide Dog Park Committee (CDPC), it made the most sense to divide dog parks into three categories based on size and area demands:

1. **Community Facility - over 7 acres**
2. **Neighborhood Facility - between 1 and 6.99 acres**
3. **Pocket Facility - less than 1 acre**

Community Facilities

Community facilities are large open-space areas that can support a high population of dogs and users. These regional attractions are auto-oriented, where a majority of users would ideally drive no more than 20 minutes to reach the park.

Neighborhood Facilities

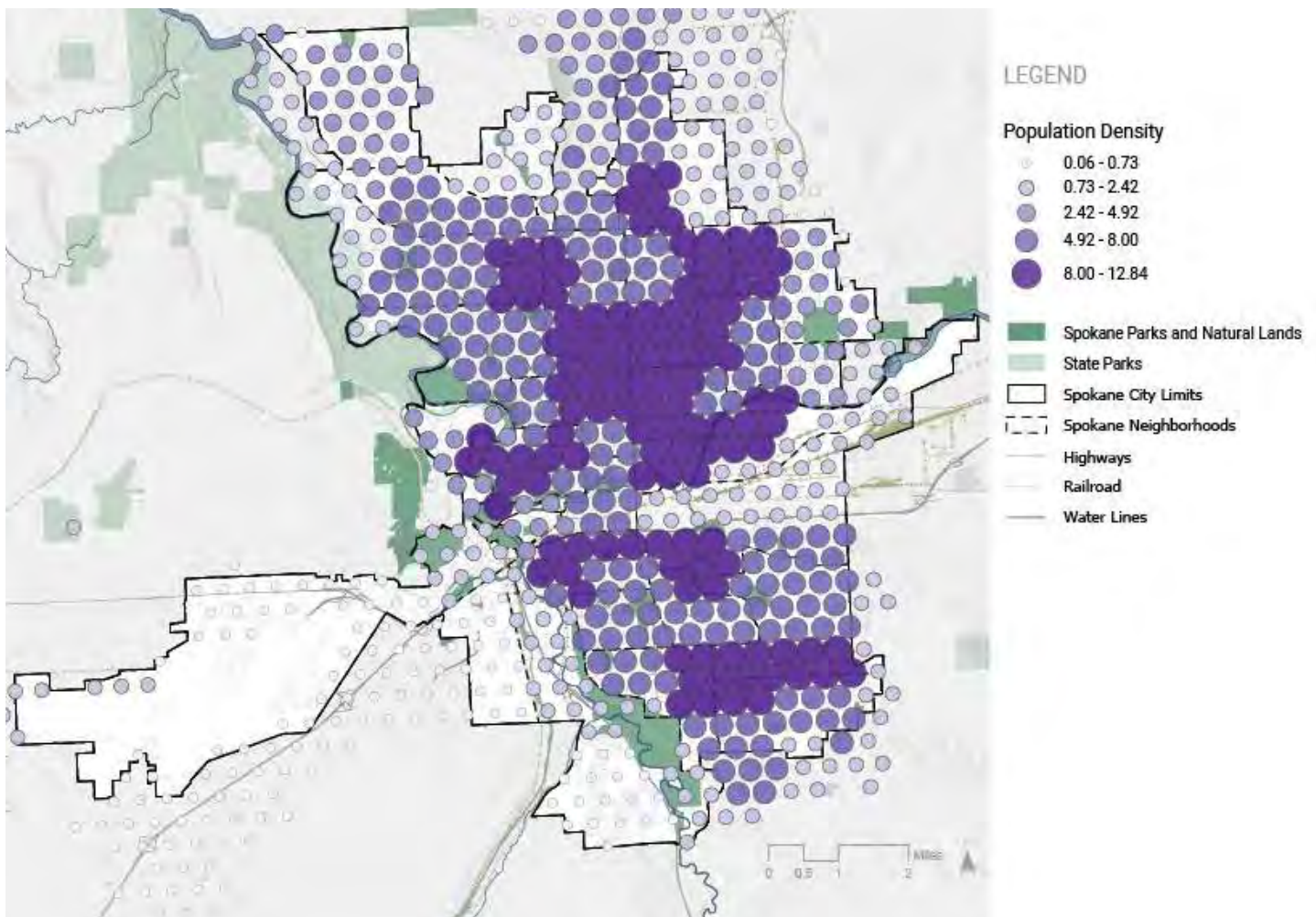
Neighborhood facilities are intended to be moderately sized and serve a balance of walking and driving user populations. Walking distance for these facilities is generally no more than

15 minutes and they may attract drivers up to 15 minutes away. The facility needs equal design focus on walkable connections and parking.

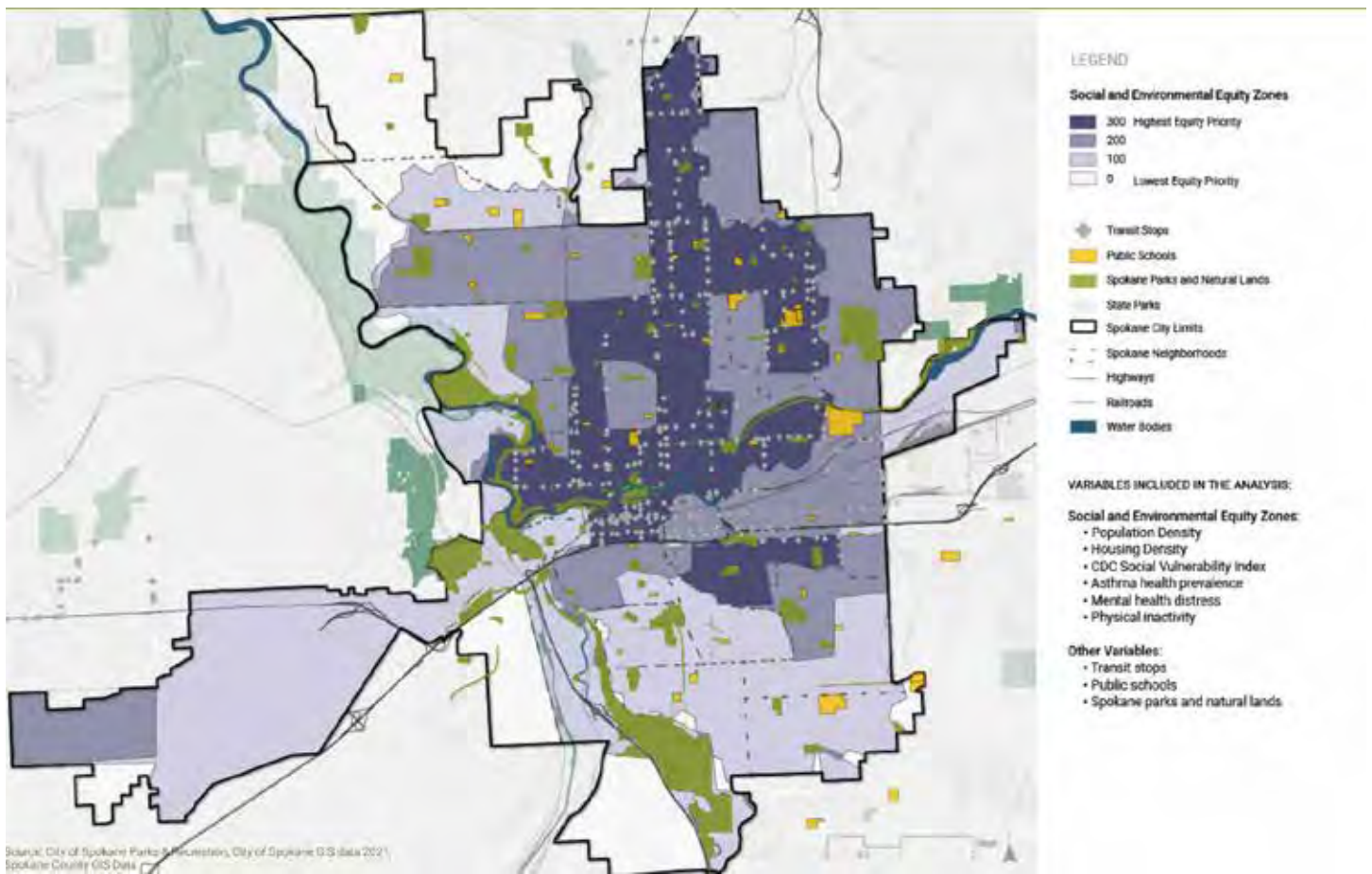
Pocket Facilities

Pocket Facilities are a great use of small under-utilized properties. These facilities are used almost exclusively by users walking to the site and tend to be concentrated in urban high-density areas with multi-family housing or single-family lots with minimal yard space. Since the potential locations of these properties are not examined in these guidelines, there is more flexibility in where these can be located. This also provides freedom for people to apply for a specific location to be considered.

The City has determined that the desired distribution of these facilities should be for each district to have at least one community and one neighborhood facility. This would spread out the facilities so that no area other than the airport would be more than a 20-minute drive from a Community



Map A.6 - Population Density Map. Courtesy of the City of Spokane Parks and Natural Lands Master Plan Draft, dated May 2022.



Map A.7 - Equity Zone Map. Courtesy of the City of Spokane Parks and Natural Lands Master Plan Draft, dated May 2022.

Facility. Ideally, the neighborhood facility in each district will be placed so that the majority of the district is within a 10-minute drive of a larger-sized dog park. Pocket facilities would be located in a manner that allows less mobile populations the opportunity to socialize and exercise their pets. Maps A.3 - A.5 show all properties in each individual district. These only show properties that could support community and neighborhood facilities, as pocket parks will be assessed on a case-by-case basis. The ratio and spread of facilities may vary from district to district based on factors like lack of available larger property and population density, which is further examined as a part of Tier 2.

Tier 2: General Location Scoring

Once a list of potential properties was developed, a system was established to refine and condense the list to a more manageable size. Two sets of criteria were created and vetted by the City PAC. The first set, known as Tier 2, looks at each site as a whole and analyzes features at that specific location.

Location Criteria	Average Score	Median Score	Range	Most Common Response
Available Area	4.4	5	3 - 5	5
Tree Canopy	3.7	4	2 - 5	4 & 5
Surrounding Uses	3.7	4	2 - 5	4
Water Access	3.4	3.5	1 - 5	5
Quality Habitat / Protected Areas	3.3	4	1 - 5	4
Proximity to Arterials	2.8	3	1 - 5	4
Existing Use / Displacement	2.5	3	1 - 4	3
Proximity to Existing Dog Parks	1.4	1	1 - 3	1

Table A.4 - Tier 2 Criteria Scoring as determined by the Advisory Board.

Potential Site	Tier 2: General Location Scoring					Weighted Avg Subtotal
	Available Acreage	Surrounding Uses	Quality Habitat	Street Access	Existing Uses Displaced	
	Enter number of acres as (#.#)	Add points for each adjacency: Multi-family Residential - RTF, RMF, RHD (3 pt) Center and Corridor Zones - CC1-CC4 (2 pt) Commercial - O, OR, NR, NMU, CB, GC (1 pt) Industrial - LI, HI, PI (1 pt)	yes (0 pt) no (1 pt)	Direct access to arterial (2 pt) Local access roads only (1 pt) Street improvements needed (-1 pt)	None (0 pt) Minimal/Flexible (-1 pt) Significant Impact (-3 pt)	
Name						
Weight	35%	25%	10%	10%	20%	100%

Table A.5 - Tier 2 Criteria Scoring as shown in the Siting Matrix.

A sample list of criteria was compiled based on similar criteria used in other municipalities, and discussions were led regarding the importance of each. From there, each criteria was scored a rank from 1 to 5 based on how desirable that element would be when determining a location. Table A.4 shows the accumulation of scores, with the highest scoring criteria on top.

Given the information from the PAC, a design matrix spreadsheet was created to list and weigh each element based on its determined worth. Higher percentages are given to the elements that scored higher in the PAC survey, or were determined to be of higher importance after further discussion with the PAC. Some elements have negative or neutral scores as they can be seen as problematic to the location and design of the facility.

The Siting Matrix as shown in Table A.5 shows the criteria applied for all City-owned properties within City limits. Tier 2 criteria is defined as follows:

Total Site Acreage: Total area of City-Owned property in one contiguous area. Not all of the area counted may be suited for a dog park, and is therefore not calculated in the scoring.

Available Acreage: A rough estimate of how much open, unused property is available in a portion of the site. This may or may not include area calculated for parking, access to the fenced areas, and buffers needed.

Surrounding Uses: Scoring based on nearby zoning. More points are given to areas that support multi-family residential development and areas such as Center and Corridor Zones that focus on revitalizing particular regions and support growth there. Refer to the City of Spokane Zoning Map for the location of adjacent zones.

Quality Habitat: Property that is relatively undisturbed and supports the habitation of wildlife and native flora. Displacing

or destroying this habitation could be seen as undesirable, so no points are given to these properties. These sites may need further mitigation to provide separation between uses.

Street Access: The level of complication for getting to the site. Direct access to an arterial makes it easy to find the dog park and easy to get in and out. A local road may be more confusing to traverse and cause more disruption to neighbors. For sites that require the added cost of new or improved streets in order to provide pedestrian and parking access, a negative score is given.



Image A.2 - Walking paths and trails are highly desirable for humans and their companions to feel secluded and to engage in exercise.

Existing Uses Displaced: The amount of existing programmed uses directly located at or adjacent to the proposed dog park site that would be displaced. Uses may include walking trails, picnic areas, or open fields. The more substantial the list, the lower the score. Some uses can be rerouted or relocated. Certain sites such as current multi-use sports fields that are used as informal flex space would be highly affected, especially if this is the only space available on the property for that use. PAC members felt that the displacement of some of these uses was highly problematic.

The presence of water bodies was explored but ultimately removed from the list since the City expressed that they

Placement Criteria	Average Score	Median Score	Range	Most Common Response
Accessibility	4.4	4.5	3 - 5	5
Existing Street Parking	3.9	4	3 - 5	4
Buffers Needed	3.7	4	2 - 5	4
Existing Trees	3.7	4	2 - 5	4
Existing On-Site Parking	3.4	4	1 - 5	4
Existing Utilities	3.2	3	2 - 5	2, 3 & 4
Existing Shade Structures	3.2	3	1 - 5	3
Existing Lighting	2.8	3	1 - 4	3 & 4
Existing Restrooms	2.7	3	1 - 4	3
Existing Irrigation	2.5	3	1 - 4	3

Table A.6 - Tier 3 Criteria Scoring as determined by the Advisory Board.

would prefer that dogs not have access to this. Having a water body such as a stream or wetland within the fenced area would be very costly and challenging to maintain its ecological integrity and usability. For sites that do provide these features, it is recommended to fence outside of these sensitive areas to avoid additional mitigation.

At one point the proximity to bus routes was also examined. Locating dog parks near public transit would be beneficial

to those who do not have other means of transportation. Unfortunately Spokane Transit Authority does not allow dogs on their buses at this time unless they can be contained on a lap or in a crate. Since the option of using a bus is not available to many dog owners, this was omitted from the list of criteria.

The last criteria point that was omitted was proximity to existing dog parks. Although this can still be unofficially considered in regards to current dog park locations, it was challenging to determine how to measure this prior to siting more dog parks. A better way of looking at the situation is to look at individual districts as a whole and the distribution of potential properties within the districts. Most properties under consideration are already spread apart, and other criteria such as acreage seemed to matter more to PAC members.

Tier 3: Site Specific Scoring

Tier 3 evaluates specific unprogrammed locations within a given City property to determine the best location for a future dog park. For some of the larger sites, several diverse options have been explored. These criteria examine potential impacts and the costs for mitigations, infrastructure, and improvements. Sites requiring less construction of infrastructure and buffers will score higher as they can likely be funded and constructed in a more timely fashion.

The City PAC again evaluated a list of criteria and ranked each in order of importance, as seen in Table A.6. Note that some criteria look at existing features that are currently available somewhere on site, whereas other criteria look at the plausibility or level of ease in adding certain features.

Tier 3: Site Specific					
Terrain	Accessibility to Facility	Import Needed	Residential Buffers Needed	Activity Buffers Needed	Mitiga Buffers N
Flat (4 pt)	Easily capable of being ADA compliant (2 pt)	None anticipated (2 pt)	None (2 pt)	None (2 pt)	None (2 pt)
Rolling (2 pt)	Challenging to add ADA accessibility (0 pt)	Some anticipated (1 pt)	Street buffer only (1 pt)	Sports/playgrounds (0 pt)	Required (0 p
Steep (0 pt)		Significant anticipated (0 pt)	Adjacent (0 pt)		
10%	15%	5%	10%	15%	5%

Table A.7 - Tier 3 Criteria Scoring as shown in the Siting Matrix.

The Siting Matrix as shown in Table A.7 defines the Tier 3 criteria as follows:

Terrain: The relative steepness or unevenness of a site. Having topographical variation can be seen as desirable, but too much variation may make a site less accessible to certain crowds. Steep slopes that are degraded by dog use may also erode at a faster rate.

Accessibility: The ability to create an ADA compliant pathway from the parking area to the entrance of the dog park. This also looks at the accessibility immediately inside the fenced area, and how easy it would be to add a nearby gathering space for people of all abilities.

Import Needed: The need to provide imported fill to areas of rough terrain. Certain sites are more rocky such as Lincoln Park, which contains solid bedrock. These types of sites would need added soil to even out the surface. The more that is needed, the higher the price tag.

Residential Buffers Needed: The need for buffers based on proximity to existing residences. Some areas may just need a visual screening if viewed from a distance, whereas other dog parks that immediately abut the backyards of houses will need a more dense visual and sound buffer.

Activity Buffers Needed: The need for buffers based on proximity to existing activities, such as sports fields, courts and playgrounds. Many dogs are not familiar with these uses and may become anxious if they can see what is going on around them. Children also may be nervous around dogs if they can see them. Providing separation through distance as well as a vegetative screen helps define these uses as distinctly different.

Mitigation Buffers Needed: The need for buffers based on proximity to sensitive natural areas such as wetlands and creeks. Vegetative buffers can absorb or filter contaminants from that would otherwise end up downstream.

Street Parking Available: Parking spaces along the street that are currently provided adjacent to the property. Adding street parking would be too challenging if it is even a possibility. Unless a new road was constructed, this would be unlikely to change.

Off-Street Parking: The presence of a parking lot on the site. Sites that currently have adequate parking stalls available score the highest. Sites that are not graded properly for a parking lot or otherwise do not have the space or access for one are not ranked.

Tree Canopy: The presence of mature trees on the site. The more trees there are, the more favorable shade is provided. Having little to no trees means that some other form of shade, such as a shade structure, would be highly advised to be added.

Utilities: The presence of utilities on the site or along the roads adjacent to the property. These may include water, power, or sewer lines. For existing parks slated for improvements, routing utilities would not be too challenging. However, it would be challenging and costly to add all-new utilities to a region that does not provide it currently.

Lighting: The presence of lighting at or around the location of the proposed dog park. This may include street lights, large overhead lights within parks, or lighting on restroom or storage buildings. Since additional lighting would likely need to be added to any design, this was ranked low.

Scoring							Weighted Avg Subtotal
Mitigation Buffers Needed	Street Parking Available	Off-Street Parking	Tree Canopy	Utilities	Lighting	Restrooms	
Yes (3 pt)	Existing (3 pt)	Heavy (3 pt)	Exist on-site (2 pt)	Exist on-site (2 pt)	Exist on-site (2 pt)	Exist on-site (2 pt)	
No (0 pt)	Possible (1 pt)	Some (1 pt)	Nearby (1 pt)	Nearby (1 pt)	Nearby (1 pt)	Nearby (1 pt)	
	Not possible (0 pt)	Nothing on-site (-1 pt)	Nothing nearby (-1 pt)	Nothing nearby (-1 pt)	Nothing nearby (-1 pt)	Nothing nearby (0 pt)	
	8%	8%	15%	4%	3%	2%	100%

Site Name	District	Available Acreage	Tier 2 Subtotal	Tier 3 Subtotal2	Grand Total
Northside Sanitary Landfill (Large)	3	21.2	8.07	1.16	9.23
Upriver Park	1	13	4.75	1.88	6.63
Five Mile Reservoir	3	9.3	4.11	1.84	5.95
Underhill Park	2	7.2	3.37	1.82	5.19
North Hill Reservoir	1	8.2	2.82	1.66	4.48
Lincoln Park	2	7.5	3.58	0.82	4.40
Hazel's Creek	2	7.1	2.39	1.53	3.92
Hill N'Dale Park	1	1.8	1.73	2.12	3.85
Thornton Murphy Park	2	1.2	2.22	1.61	3.83
Manito Park Option 3 (North Option)	2	1.2	1.47	2.32	3.79
Franklin Park	3	1.5	1.38	2.11	3.49
Grant Park	2	1.4	0.99	2.41	3.40
Harmon Park	1	1	1.55	1.83	3.38
A.M. Cannon Park	3	1	1.45	1.81	3.26
Mission Park	1	1	0.80	2.38	3.18
Meadowglen Park	3	1.1	1.34	1.84	3.18
Dwight Merkel Sports Complex	3	1.6	1.61	1.47	3.08
Hays Park	1	1.5	0.83	2.25	3.08
Pacific Park	3	1.6	1.81	1.24	3.05
Manito Park Option 1 (West Option)	2	2.8	1.18	1.82	3.00
Manito Park Option 2 (East Option)	2	2.8	1.08	1.92	3.00
Northside Sanitary Landfill (Small)	3	3.4	1.84	1.16	3.00
Comstock Park	2	2.3	0.91	2.08	2.99
Corbin Park	3	2.4	0.84	2.14	2.98
Five Mile & Strong Rd Property	3	4	1.70	1.24	2.94
Westgate Park	3	1.3	1.31	1.62	2.93
Fire Station 5	2	5	1.45	1.46	2.91
Thorpe Road Reservoir	2	1.6	0.56	2.27	2.83
Minnehaha Park	1	3	1.25	1.56	2.81
Fish Lake Trail Property	2	1.7	0.70	1.94	2.64
Sky Prairie Park	3	4.6	1.11	1.51	2.62
37th Ave Stormwater Facility	2	2.8	1.18	1.44	2.62
Garden Park Water Tank	2	1.8	1.28	1.28	2.56
Downriver Stormwater Facility	3	2.8	1.08	1.41	2.49
Wildhorse Park	1	1.2	0.67	1.64	2.31
Frog Ponds	2	3.9	1.27	1.03	2.30
Kehoe Park	1	1	0.70	1.55	2.25
Audubon Park	3	1	0.65	1.58	2.23
Liberty Park	2	0.5	1.13	1.03	2.16
Friendship Park	1	1	0.35	1.62	1.97
Polly Judd Park	2	1	0.45	1.48	1.93
Ben Burr Park	2	1	0.05	1.71	1.76

Table A.8 - Ranked score of all potential dog park properties

Restrooms: The presence of a restroom facility somewhere on the property. Structures within close proximity were given a higher score.

After examining the sites, none of the potential candidates had existing shade structures. Therefore that criteria was omitted. Existing irrigation was also removed because not all sites would need irrigation depending on the surfacing used. For those that would need it, the system would more than likely need to be retrofitted or fully replaced to meet the design intents

A total of 39 properties spread out between the three districts were examined when filling out the Siting Matrix. A few of those properties (Manito Park and the Northside Sanitary Landfill) examined several locations on the property. These large sites varied in features depending on where you were located and would offer very different types of dog park experiences. Based on the criteria determined by the PAC, the following properties ranked the highest (see Table A.8). These include both community and neighborhood-sized properties. From here, the Spokane Parks Board can take this criteria and determine which locations would best serve as a dog park.

PUBLIC SURVEY RESULTS

On August 9, 2022, a 20 question survey was released to the public. Questions ranged from demographics to desired site features. A total of 1,158 respondents participated, and many people provided written responses in addition to the poll questions.

Most responses supported the priorities established by the PAC members. Features like existing tree canopies and flat, accessible sites scored high while features like existing restrooms had less of an impact on people. The level of service metric that was refined by the PAC members also seemed to hold up. There was fairly even spread between those who wanted smaller, walkable facilities and those who wanted larger, drivable options. In the end, there was a slight preference for the later (at 56%).

An interesting revelation was that a significant amount of people were concerned in preserving natural land. Although none of the properties analyzed are designated conservation or natural lands by City Parks classifications, many were worried that the undeveloped areas perceived as natural would be disturbed or diminished. Most would consider shrinking the size of the dog park if it meant minimizing or avoiding the impact on undeveloped lands.

District 1:

1. Upriver Park
2. North Hill Reservoir
3. Hill N'Dale Park
4. Harmon Park

District 2:

1. Underhill Park
2. Lincoln Park
3. Hazel's Creek Stormwater Facility
4. Thornton Murphy Park
5. Manito Park

District 3:

1. Northside Sanitary Landfill
2. Five Mile Reservoir
3. Franklin Park
4. A.M. Cannon Park



Image A.3 - Natural feeling open space reminiscent of the native Spokane landscape provides a level of familiarity and comfort to both the owner and their pet.

Even if dog parks are not located in natural or seemingly natural lands, that is the desired look and feel that survey participants voted for. 61% of people wanted a “natural” feel that represents the local Spokane landscape, followed by large turf fields at just 19%.

Parking did not seem to be as big of a factor. Although most wanted parking provided nearby, there wasn’t a strong push towards preferring off-street parking lots over on-street parking. That will give more flexibility for neighborhood facilities in particular which may not host a large number of visitors at a time.

Having existing utilities on site scored high as well. This is likely because people want to ensure water and lighting are provided at parks. Some potential sites may have utilities nearby that can be tapped into, but other more rural sites will require more work to add these features.

Access to bodies of water such as the Spokane River was highly advocated for in the comments section of the survey. People wanted their dogs to be able to swim, which is a dog park use not currently provided. This was highly analyzed throughout the site selection process. Although this could create a unique experience that draws in people from far away, we found a number of flaws that would limit our options:

- ✦ Not all river access is city-owned
- ✦ Much of the city-owned property is designated as natural area
- ✦ Most of the available land is located at High Bridge or neighboring Peoples’ Park, which is in close proximity to the existing dog park there.
- ✦ Land is too steep to allow for safe pedestrian or vehicular access
- ✦ Certain portions of the Spokane River are fast-moving and too dangerous for direct access. Advertising this option as a safe public space could open up Parks to more liabilities.
- ✦ Static water bodies can harbor more diseases that dogs are susceptible to
- ✦ Providing access to the water would negatively impact riparian buffers by disturbing wildlife habitat and degrading vegetation.

Based on this list of limitations and the limited availability of potential sites that included water access or riparian areas in the first place, we would advise not pursuing this option. If there is enough evidence compiled that would contradict any of these points and enough support was rallied behind the idea, considering areas with water bodies could be analyzed on a case-by-case basis.

PUBLIC ENGAGEMENT PROCESS FOR ESTABLISHING NEW DOG PARKS

All new dog parks will be required to participate in a public engagement process to address public concerns about the potential benefits and risks of proposed off-leash areas. Proposed plans for off-leash areas should be published in order to facilitate public feedback. Various stakeholders, including dog owners, non-dog owners, adjoining property owners, and park user groups should be consulted prior to initiating off-leash dog park development.

Neighborhoods have a critical role in the formation of dog parks. As such, citizens should be involved in all phases of the process from site selection to design to maintenance. The Parks department can have suggestions, but it is the general public who determines if a new dog park is feasible or even desired at a specific location.

Park improvements over 1-acre will be required to participate in a SEPA process during permitting. The public engagement process will be used to inform SEPA. The SEPA process should not be used in lieu of specific outreach for dog parks.

After construction, ongoing communication between City Parks and stakeholders may also alleviate concerns and prevent conflicts. Online polls, email lists, or scheduled meetings allowing park users and nearby residents to communicate park-related concerns with Parks may inform ongoing park evaluation and improvements in response to perceived risks. The suggested cadence for formal check-ins is:

1. 30-days after opening
2. 6-months after opening
3. 1-year after opening & once per year following

POTENTIAL IMPACTS & MITIGATION

Mitigation considerations are very important for the selection and design processes. Many of these impacts are inevitable, and many can be reduced or avoided based on where a dog park is located. Tables A.8 and A.9 line out potential impacts and the mitigations that should be examined.

Social & Environmental Impacts

Potential Impact	Potential Mitigations
Traffic: Adding dog park activity will generate more trips on nearby streets.	<ul style="list-style-type: none"> ✦ Locate facilities and parking near arterials. ✦ Discourage use of residential streets for parking.
Noise: Barking dogs will disrupt quiet neighborhoods, park spaces, and wildlife.	<ul style="list-style-type: none"> ✦ Provide vegetated buffers between residential uses, wildlife spaces and the dog park perimeter fencing.
Odor: Urine and feces odors will be pronounced during hot weather.	<ul style="list-style-type: none"> ✦ Provide readily accessible waste bags to encourage all park users to clean up after their dogs. ✦ Consider closing the park temporarily if owners are not picking up after their pets. ✦ Consider the use of odor-eliminating fertilizers in high traffic areas. ✦ Rotate locations of “vertical targets” that might attract dogs to help reduce urine concentrations in one area.
Light Pollution: Too intense of lighting may disrupt nearby residents.	<ul style="list-style-type: none"> ✦ Provide downturned, shielded fixtures with warm-colored LEDs or CFLs. ✦ Avoid adding excessive quantities of fixtures throughout the site. Focus on locations that provide a level of protection for park users. ✦ Limit the time lights are on to only when the dog park is open.
Water Consumption: Irrigation may be required for washing down surfaces. Dog parks would need access to city water to provide irrigation infrastructure, which would increase water use.	<ul style="list-style-type: none"> ✦ Select surface materials that do not require being washed down. ✦ Set watering windows late at night or early in the morning to increase efficiency and avoid muddy conditions during hours of use. ✦ Select water-wise irrigation that avoids runoff. Consider the use of bubblers near trees.
Water Contamination: Erosion runoff from denuded dog park soils will contaminate streams, rivers, and waterbodies. Urine and feces contamination will lead to algae blooms.	<ul style="list-style-type: none"> ✦ Consider treating dog park surfaces similar to paved PGS with requirements to contain and infiltrate runoff. ✦ Provide vegetated buffers between dog parks and water bodies. ✦ If swimming is desired, provide artificial pools.
Ground Disturbance: Overcompaction, erosion, and digging due to dog behavior and park operations can alter existing site conditions and impact ecological health both within and outside of designated dog areas.	<ul style="list-style-type: none"> ✦ Select surface materials that encourage the infiltration of water, reduce ground compaction, and discourage digging. ✦ Discourage pedestrian traffic in areas not suited for compaction, such as within a tree’s critical root zone or through vegetation that can easily be trampled. Consider how the dog park design can encourage use in other areas of the park. ✦ Add drains around areas of water to avoid pooling of water or runoff, which may cause erosion. Avoid situations where mud accumulation may occur. ✦ Add impervious paving to areas prone to heavy wear, such as within double gate areas. ✦ Add vegetation to areas prone to erosion, such as steep slopes.

Table A.9 - Social and Environmental Impacts

Health & Safety Impacts

Potential Impact	Potential Mitigations
<p>Disease Exposure: Common pathogens associated with dog parks (giardia, etc.) and parasites (intestinal worms and protozoa, fleas and ticks) may infect park users, nearby neighbors, and wildlife.</p>	<ul style="list-style-type: none"> ✦ Provide signage with requirements for all participating dogs to be vaccinated and licensed. ✦ Avoid communal water dishes for dogs unless they can drain after use, or require users to fill their own dishes. ✦ Do not select locations that include standing bodies of water. Regrade portions of the site that include depressions that fill with water. ✦ Consider play structures that can be easily cleaned on a regular basis if needed. Discourage visitors from bringing in outside toys. ✦ Consider closing the park temporarily if diseases are reported.
<p>Heat Exposure: Overexposure to the sun and lack of protection may cause heat exhaustion and stroke to dogs and humans.</p>	<ul style="list-style-type: none"> ✦ Provide shade structures within the park. Also consider benches for areas of respite while walking around the site. ✦ Retain as many existing trees as possible without reducing the integrity of the park. ✦ Provide drinking fountains for humans and dogs. Consider a hose or dog-washing station to help dogs cool off.
<p>Canine Aggression: Aggressive (or even just playful) dogs may injure owners or nearby people.</p>	<ul style="list-style-type: none"> ✦ Provide signage to educate owners on how to recognize play vs. aggressive behavior. Include emergency vet phone numbers. ✦ Separate large and small dogs. Consider separating out spaces for timid dogs as well. ✦ Set maximum occupancy to avoid overcrowding. ✦ Consider controlled access - Provide key fob access or require dog passes obtained during licensing to filter out those who are not willing to follow rules. ✦ Provide transparent fencing so that owners can assess conditions before entering. ✦ Double gates can avoid interactions between leashed and unleashed pets. Consider a staggered staging area with self-closing and self-latching hardware. Avoid corner entrances and angles in the fencing equal to or less than 90 degrees.
<p>Safety: Limited visibility and potential blind spots may lead to unwanted, unsafe behavior.</p>	<ul style="list-style-type: none"> ✦ Provide lighting at all parking lots, entrances, and structures. ✦ Illuminate any potential blind spots around the site. ✦ Thin out areas of thick vegetation to avoid hiding spots and unwanted habitation. ✦ Locate parking within close proximity to the dog park. ✦ Avoid large, site-obstructing structures on the site. ✦ Ensure landscape buffers are at least partially see-through for visibility. Buffers can help provide separation between different park uses. ✦ Consider installing an official roving security team to check in on different dog parks. Adding extra eyes to a space can help ensure rules are abided by and unwanted behavior is squelched. ✦ Provide ADA accessible paths free of obstruction and appropriate for users of wheeled devices.

Table A.10 - Health and Safety Impacts



PART 2

DESIGN GUIDELINES

SITE FEATURES

Facilities

Each type of facility comes with its own unique set of design guidelines. Not all sized facilities can support the same features. The features listed below serve as suggestions based on what has worked for other municipalities and what advisory board members ranked as being important.

Community Facility

Due to the large population of dogs and owners these facilities serve, large areas of un-programmed open-space park property is ideal. Placement should include provisions for adequate parking, buffers from adjacent uses, and the suitability of the land to support the use of dogs. The site should have permeable soils and be located so that runoff does not impact areas outside the dog park or water bodies. Ideally, the majority of the facility will be visible from surrounding public streets or properties.



Image B.1 - Point Defiance Dog Park in the Tacoma metropolitan area features approximately 7 acres of mature natural landscaping set within the greater Point Defiance Park.

Features:

- ✦ 7 acres or greater in size
- ✦ Primarily drivable
- ✦ Evenly distributed when possible
- ✦ Ample on-site parking available
- ✦ 2 fenced areas for small and large dog separation. Consideration for specialized fenced areas such as a space for timid dogs.
- ✦ Large socialization area
- ✦ Ball chasing area

- ✦ Walking trails
- ✦ Safety lighting at entrances for operational hours
- ✦ Set maximum occupancy to avoid overcrowding.

Neighborhood Facility

Neighborhood facilities are intended to be embedded into existing parks or other City property. These will serve more walking-oriented users, so they should be located near public rights of way to reduce the need for dog owners to travel through other areas of a park. Parking can be shared with other park uses but consideration should be made to add parking for the new dog park use. Similar to community facilities, these include provisions for buffers from adjacent uses, and the suitability of the land to support the use of dogs. The site should protect areas outside the dog park, with the majority of the facility visible from the surrounding public street and property.

Features:

- ✦ Between 1 and 6.99 acres in size
- ✦ Walkable (10-15 min radius) and drivable
- ✦ Evenly distributed when possible
- ✦ Minimal off-street and/or street parking available
- ✦ 2 fenced areas for small and large dog separation.
- ✦ Large socialization area
- ✦ Ball chasing area
- ✦ Safety lighting at entrances for operational hours

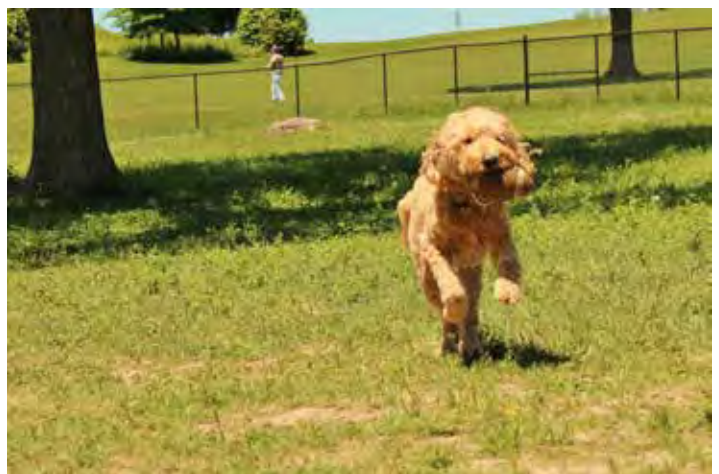


Image B.2 - Cascade Hospital for Animals Dog Park in Grand Rapids, MI features a large turf area set within Cascades Township Park.

Pocket Facility

While small, these comparatively pint-sized facilities may have the most benefit for those in the most need of space to take their pets. Pocket facilities can be embedded in most parks and even occupy those “left over” pieces of public property like the small triangle that has become the Riverside Ave Dog Park. Priority for these facilities will be to locate in high-density highly urban spaces or near multi-family housing where small off-leash facilities will have greater benefit and use. Almost completely walking-oriented users will need these sites to be adjacent to public sidewalks and easily visible from surrounding streets. Residential housing should be only lightly buffered allowing surveillance of the facility.

Features:

- ✦ Less than 1 acre in size
- ✦ Walkable
- ✦ Located in high demand areas (high density, urban, etc.)
- ✦ Parking not required
- ✦ One fenced area
- ✦ Clear sightlines across the entire site
- ✦ Safety lighting throughout for operational hours

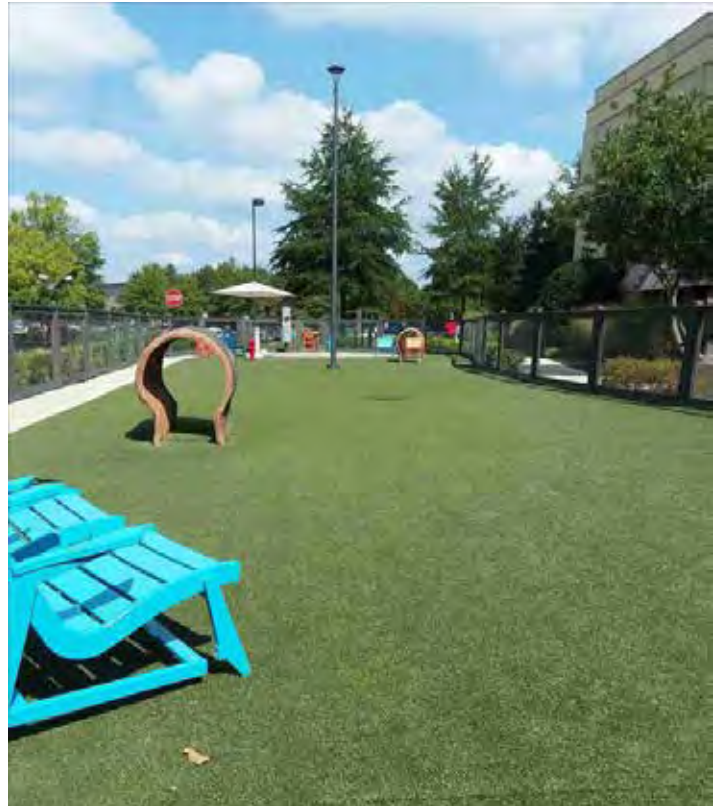


Image B.3 - The dog park at Stony Point Fashion Park in Richmond, VA features boutique finishes and a plethora of site furnishings packed within a footprint of less than a tenth of an acre.

GENERAL DESIGN

Overview

Different sites will require different design methods based on constraints and unique features. Before thinking about what elements go into the dog park, the site needs to be shaped and manipulated. The following suggestions can be implemented to help transform a barren site into a functional, enticing dog park.

Site Engineering

Grading and Drainage

Flat sites are ideal from an accessibility and erosion standpoint. Steeper sites will require erosion control in order to avoid spread of contamination and wearing of the site. Permeable soils would be ideal so that disturbances can be isolated to one area. It is also recommended that drainage be monitored and controlled on site to avoid future problems.

Protected Resources

Sensitive features that exist on the site such as wildlife habitat, native threatened vegetation, and water bodies are of concern to residents. There are concerns of contamination and destruction, especially from dogs. For sites that are complicated to work around, mitigation may be required.

Sightlines

Safety is a great concern among residents, and the easiest way to accommodate this is to provide visibility both inside and outside the fenced areas. A visible site leads to less hiding spaces. Owners who can see the dog park while approaching may be able to more quickly assess if the facility is too busy, or if there is an aggressive dog that is best to avoid.

Site Integration

Many participants of the PAC stated that dog parks need to capitalize what is unique to Spokane: the natural beauty of our landscape. A site that is seemingly undisturbed and models the local ecology feels more inviting and helps owners forget they are contained in a fenced dog park.

Buffers

Different sites may require different types of buffers based on their location and proximity to existing uses. It is important to identify which buffers should be required and what size they need to be so that dog parks have an appropriate setback distance. This will be further evaluated.

Design Additions

Accessibility

Each dog park needs to provide ADA access from the street or parking lot to the fenced entrance(s). In addition, participants of the survey strongly felt that at least one ADA compliant walking path should be included on the site.

Parking

Neighborhood facilities should provide at least x stalls or street parking spaces per acre. Community facilities should provide at least x stalls per acre. Parking lots should meet code requirements with a minimum of 1 van accessible parking stall.

Maintenance Access

It is advised that all facilities provide at least 1 vehicle maintenance gate per fenced area to allow maintenance crews to drive in with their trucks to lay surface material and easily clean the site. Entry points should be easily accessible from the street or other existing maintenance routes.

Lighting

It is highly recommended that all dog parks have lighting at the entrance(s) and near any parking areas at a minimum. Large gathering spaces and shelters may also benefit from illumination to provide safety during hours of operation, specifically during the winter when sunlight is limited.

Fencing

A fully enclosed dog park is more widely accepted by residents for off-leash activity, especially for small sites and locations within existing parks. Specifics on layout and fence materials are suggested in detail later in the guidelines.

Open Space

Providing large, open areas for running and playing fetch is essential for those who do not have a yard or otherwise some other place to bring their dogs off-leash. Open space could be used as a staging ground for equipment or even a large gathering space.

Walking Paths and Trails

Although not all sized facilities can support it, there is a benefit to adding walking paths within dog parks. Paths help owners navigate the site and allow for exercise. Particularly for the large community parks, having a perimeter loop at a minimum is recommended. These may be in the form of paved pathways or soft, user-made trails.

BUFFERS

Overview

Not all locations are created equal. Even the most ideal dog park location may be situated around conflicting land uses. Landscape buffers are used to create a visual and sound barrier along the fenceline of the dog park.

There are three types of buffers to consider in the design of any dog park: residential, activity, and mitigation. Each have their own purpose in providing separation from various uses. Just as there are different types of buffers to consider, there are many site-specific factors that dictate how big a buffer is or what it consists of. Each site should be analyzed separately to determine which methods are best suited for conditions.

Distinctions

Residential Buffers

There are two types of residential buffers to consider. The first is a visual buffer, located around the entrance either in front of the fencing or in front of the parking area. For properties that are across the street and are somewhat removed from immediate impacts of the dog park but still have to deal with distractions,, a visual buffer may be desired. This way, residents do not have direct sightlines into the fenced area.

The other type of buffer would be a screening buffer that surrounds the side and back sides of the fenced area(s). For those with backyards immediately abutting the fenced dog areas, not only would a full visual screen be beneficial to block sightlines in and out, but it could help control the sounds and smells that dog parks sometimes provides. This could best be mitigated with dense plantings or site-obscuring fencing. One caveat to this is that owners may want at least minimal sightlines to monitor for undesired behavior inside and directly outside the fenced areas.

Based on survey results, participants were fairly evenly split over whether minimal or extensive setbacks would be needed, or if no setbacks were fine as long as fencing were provided. Again, this would need to be assessed on a case-by-case basis. Setbacks could be extensive and provide trails for on-leash dog walkers and non-dog owners to utilize. This could also take up valuable real estate that could be better utilized in the dog park itself. A small buffer may cost less to install and maintain. but may also be more restrictive to those trying to get around the site and lead to entrapment.

Activity Buffers

In highly-programmed areas such as neighborhood parks, there may need to be separation from conflicting uses. This may include things activities such as sports courts, fields, and playgrounds. Highly active uses may serve as a distraction for dogs and may make them feel more nervous because they are not used to that kind of interaction. Not only should the comfort of the dogs be considered, but that of humans as well. Children may be uneasy being in close contact with hyper dogs. At a minimum, some kind of screening should be provided to block sightlines. Setbacks should also be considered, as there is the potential that a flyball may land behind the fencing. The distance of these setbacks would vary based on the intensity of the adjacent uses.

Mitigation Buffers

For sites that contain sensitive features, a unique mitigation buffer may be well-suited to protect these features. Features may include but are not limited to wetlands and water body access, known habitat land, or steep slopes prone to erosion. For mitigation, providing space in between dogs and these sensitive areas is vital. Setbacks should be substantial, and vegetation should be used in the setbacks to help filter contaminants and provide erosion control. Adding see-through fencing may also be warranted to provide separation while also allowing for desired sightlines through the more visually appealing vegetation.

Methods

The following methods may be considered to provide visual or sight-obscuring screens:

- ✦ See-through fencing
- ✦ Tall, site-obscuring fencing
- ✦ Densely planted landscape for screening
- ✦ Lightly planted landscape for visual relief
- ✦ Berms
- ✦ Wide vegetated setbacks

FENCING

Layout

Fenced areas will look different for different dog parks since they vary in size. For Pocket Facilities, one shared fenced area would suffice. Although a minimum of 1/2 an acre is suggested, the size is dependent on what space is available on the site. For Neighborhood and Regional Facilities that provide separate fenced areas, refer to Table B.1.

A third fenced area is highly encouraged for larger facilities that can support the space. The City can decide from there how to use the extra space. Possible uses could be a space for puppies or shy dogs to encourage positive socialization, reserved space for training classes and other activities, or maintenance rest area for turf areas that are trampled and require seasonal repair.



Image B.4 - The entry corral at the Riverside Avenue Dog Park is small, but included locking latches and a paved surface up to the gate. A trash receptacle, drinking fountain, and street light are located immediately around the entry for a safe experience and convenient use.

Materials

Fencing

Fencing should be of solid construction and run continuously. Refer to Table B.1 for appropriate fence heights. It is advised that fence panels be transparent at eye level so that anyone approaching the fenced area can assess if they would like to

enter. Fencing layouts should consider avoiding 90 degree angles to help prevent aggressive dogs from trapping others. For high-traffic areas, a 6-foot height may be more appropriate.

Features:

- ✦ Galvanized chainlink, vinyl-coated chainlink or decorative metal material
- ✦ 9-gauge fabric with 2-inch mesh size for chainlink fences. Knuckle selvage along top.
- ✦ Bottom 24 inches of small dog fencing = max. 2-inch opening size
- ✦ No stranded wire fencing
- ✦ Fence panels with non-obstructed views through

Entry Gates

It is preferred that all entrances consist of a corral-style double gate to allow pets to be taken off-leash or put on prior to entering or leaving the fenced area. Gates should not be placed at corners or high pedestrian traffic areas as dogs may get intimidated by crowds or aggressive dogs that pin them in place. Access near busy roads should also be avoided in case a dog manages to slip out and get loose. For small pocket parks, a singular gate may be more appropriate. This should be evaluated with Parks staff and users.

Features:

- ✦ Minimum 8-foot by 8-foot wide footprint with concrete pavement surfacing
- ✦ ADA minimum 32" clear gates
- ✦ 2 gates (3 if shared between small and large dog areas)
- ✦ Same height and material as the fence
- ✦ Heavy-duty hinges
- ✦ Lockable latches

Fenced Areas	Users	Facility Size			Fenced Area Size (minimum size)	Fence Height (minimum)
		Pocket	Neighborhood	Regional		
Small Dog Area	Dogs <30 lbs		x	x	2,000 SF	3 feet
Large Dog Area	Dogs >30 lbs		x	x	3/4 acre	6 feet
Optional 3rd Area	Varies			x	1/4 acre	6 feet

Table B.1 - Fenced Area Table



Image B.5 - The corral at the small dog park area for Highbridge Park. The gravel surface has eroded leaving large gaps under the fence small dogs can escape through. There is no paved access to the gates.

Maintenance Gates

Every fenced area needs a locked vehicle gate for maintenance purposes. Maintenance gates shall be located along vehicular paths of travel and where slopes are as flat as possible.

Features:

- ✦ 16-foot wide gate (Two 8-foot leaf gates)
- ✦ One-way inward swing
- ✦ Same height and material as the fence
- ✦ Heavy-duty hinges
- ✦ Lockable latches
- ✦ Bottom rail no more than 2-inches above grade

SURFACING

Layout

Spokane does not have a preferred surfacing for dog parks. There is no standard surface material for dog parks in general, but some serve as a better fit than others based on criteria such as the size of the facility, expected concentration of dogs, and install and maintenance budget. Table B.3 lists appropriate, dog-tested surface materials and provides notes on what works well and doesn't work well with each option. Table B.2 suggests which surfaces would be appropriate for each size facility based on how they would be used. The City will ultimately determine which should be used at each facility, which is recommended to be looked at on a case-by-case basis. Soil types, infiltration rates, and the presence of bedrock or other rocky conditions should all be considered when determining the best materials for a site. Some facilities may even benefit from using several types of surfaces available to add diversity to the site.

Accessibility

All walkways to and through the entry corrals shall be ADA accessible. The preferred material in these areas is concrete although asphalt and bound gravel pavements are acceptable. Bound gravel surfaces in these areas shall be compacted and treated with a bio-based soil stabilizer.

Unsuitable Materials

Extensive pavement or direct exposure to bedrock is discouraged because the surface is hard and uncomfortable on the paws of dogs. Crushed gravel is cheap and abundant but because it is angular in shape, it can hurt paws as well. Products like recycled asphalt, rubber, plastic, and other

petroleum-based materials would also be discouraged because of the unhealthy exposure to carcinogens.

Natural turf has remained on the list, but it is highly recommended that it be avoided if at all possible. Because turf easily becomes degraded in a short amount of time, it is not suitable for small, intensely used spaces. Even for large sites or in areas where it can be rotated out periodically, the level of maintenance required and cost of watering are cause for concern. If it is still desired, it would be better suited in a wet environment that will not require regular mowing.

Wood mulch is another material that has its limitations. Although it works well on paths and small areas as fill, it can be rather rough on the dogs if it is the primary surfacing available.

Surface Name	Pocket Facility	Neighborhood Facility	Community Facility
Natural Turf			x
Native Surface		x	x
Artificial Turf	x		
Wood Mulch		x	x
Decomposed Granite	x	x	x
Pea Gravel	x	x	x
Sand	x	x	x

Table B.2 - Appropriate surface materials based on size and cost of facilities.

Surfacing Comparison

Surface Name	Notes	Pros	Cons
Natural Turf	Ideal only for large, open spaces or where uses can be cycled or rotated.	<ul style="list-style-type: none"> ✦ Comfortable for paws ✦ Lower surface temperatures ✦ Low install cost 	<ul style="list-style-type: none"> ✦ Wears easily and creates uneven surfaces ✦ Surface becomes compacted over time ✦ Requires frequent maintenance and replacement ✦ Discourage use of residential streets for parking. ✦ Requires high levels of irrigation ✦ Requires regular mowing ✦ Requires clearing of waste prior to mowing ✦ High urine contents kill off turf
Native Surface	More natural, familiar look.	<ul style="list-style-type: none"> ✦ Little to no irrigation needed ✦ No install cost 	<ul style="list-style-type: none"> ✦ Wears easily and creates uneven surfaces ✦ Surface becomes compacted over time ✦ Harder to keep dogs from getting dirty ✦ Complex native planting replacement
Artificial Turf	Costly, but provides a uniform look for a long period of time. Requires drainage layer.	<ul style="list-style-type: none"> ✦ Works well on mounds and steeper grade changes ✦ Surfacing ADA compliant ✦ Dog waste visible for easy disposal ✦ Comfortable for paws ✦ Well draining surface ✦ Great for high traffic areas 	<ul style="list-style-type: none"> ✦ High initial cost ✦ Requires irrigation to clean off surface ✦ Specialized maintenance experience needed
Wood Mulch	Simple to replace frequently. To be laid at least 6 inches thick.	<ul style="list-style-type: none"> ✦ Simple installation ✦ Low replacement cost 	<ul style="list-style-type: none"> ✦ Somewhat uncomfortable for paws ✦ Surfacing not always ADA compliant ✦ Dog waste easily hidden ✦ Retains strong urine smell ✦ Frequent replacement needed
Decomposed Granite	Compacted surface that is easy to traverse on. To be laid at least 4 inches thick.	<ul style="list-style-type: none"> ✦ Simple installation ✦ Surfacing ADA compliant ✦ Dog waste visible for easy disposal ✦ Great for high traffic areas 	<ul style="list-style-type: none"> ✦ Higher surface temperatures ✦ Moderate replacement cost ✦ Generates dusty conditions ✦ Retains strong urine smell ✦ Frequent replacement needed
Pea Gravel	Uniform look. To be laid at least 4 inches thick.	<ul style="list-style-type: none"> ✦ Simple installation ✦ Well draining surface 	<ul style="list-style-type: none"> ✦ Higher surface temperatures ✦ Surfacing not ADA compliant ✦ Frequent replacement needed
Course Sand	Uniform look. To be laid at least 6 inches thick.	<ul style="list-style-type: none"> ✦ Simple installation ✦ Comfortable for paws 	<ul style="list-style-type: none"> ✦ Surfacing not ADA compliant ✦ Dog waste easily hidden

Table B.3 - Comparison of various dog park surfacing materials.

AMENITIES & FURNISHINGS

Water Sources

Drinking Fountains

One of the biggest concerns of dog owners is keeping their dogs hydrated. At least one combination human + dog fountain is preferred at the entry corral of the dog park. Providing a fountain model with tippable dog bowls simplifies the cleaning process. Static dog bowls develop scummy water that can transmit diseases such as giardia between dogs.

Hose Bibb

Being able to tap into the water source can be very helpful to provide a quick means of spraying down surfaces such as the pavement under shelters and in the corral areas. If the park chooses, they could also leave the hose attached so that visitors can spray down their dogs after a messy play session or allow them to fill their own dog bowls.



Image B.6 - Sources of water help keep dogs hydrated and allow for rinsing off after a long day of play.

Washing Facilities

Although not required, having a formal facility for spraying down dogs could be beneficial; especially for locations with native surfacing which may become muddy. This may be a feature that individual dog park committees spearhead down the road if the demand is there.

Splash Pools

Much like the washing facilities, splash pools or pads can be seen as a luxury item and would in no ways be required at any location. In fact, a willing committee would need to take charge on maintaining the feature so that disease would not overtake the water. Special provisions would need to be made to make sure it is a safe feature for dogs and young children. If installed properly, this could be an

asset that draws in visitors from afar. Many respondents from the survey recommended that these be included in the design as dogs seem to enjoy engaging with them. Splash pools would be best suited in high intensity areas where they would get a lot of use.

Shade Sources

Trees

Shade is one of the most highly desired features for dog parks, and the easiest way to accommodate this is by locating a dog park in an area with already existing, dense tree canopies. A site with too much shade may not be able to dry as fast as needed and could inhibit turf growth, so finding a balance between shade and open space is important. Trees can also be added over time, although it is important to note that young trees may be more likely to get disturbed and stressed during the early years of establishment unless they are properly protected.

Shade Structures

Shade structures not only provide a stable source of shade, but create a landmark where humans can gather. Structures can protect people from the elements as well. It is recommended that each fenced area have at least one source of shade, and this would provide an instant solution to sites without trees in particular.

Furnishings

Dog Waste and Trash Receptacles

All entrances and gathering areas should have waste receptacles accessible to users. Trash receptacles should have tamper-proof lids to keep out wildlife. Receptacles should also be close to maintenance routes in order to improve the efficiency of clearing them out.

Bag Holders

Specific dog waste bag holders can be purchased, or a holder can be manufactured and attached to the fence or shelter structure. It is recommended that these are located near entrances and gathering spaces at a minimum. Specialty bags can also be purchased for the holders, or owners can provide their own, and leave extras around for others.

Benches

Every fenced area should provide at least 1 bench. Seating should at a minimum be located at accessible locations such

as shelters or entrances, although more can be provided across the site as seen fit. Because food is discouraged in dog parks, picnic tables are not recommended.

Agility Equipment

Equipment can vary from pre-manufactured, specialized equipment designed specifically for dog parks, or natural elements such as logs and boulders. For more natural materials not traditionally regulated, care should be taken to make sure no sharp objects are protruding. Materials need to be durable enough to hold up to years of use. Equipment that is easily to clean off is encouraged in order to easily keep sanitized.

Signage

Community Bulletin Board

Bulletin boards should be posted at all Neighborhood and Community facilities. A centralized public location to post about upcoming events, missing pets, and other information pertinent to what's important for citizens could be seen as very important to owners, especially to those who do not regularly have access to the information on the internet.

Codes of Conduct and Rules

All locations need some sort of standard signage posted that clearly states the rules of each City facility. This may include both general park rules and specific dog park rules.

Requirements for Entry

The City should work with local animal shelters and veterinarians to establish an adequate list of requirements.

Requirements could include minimum age of dogs allowed, vaccinations needed, and mandatory licensure of all pets.

Hours

Most commonly seen from dawn to dusk. Hours could be adapted as seen fit; especially during off-seasons when sunlight is limited.

Wayfinding

Depending on the visibility of the location, signage may be needed to point visitors in the right location to the fenced area(s) and prominently display the name of the dog park.

Restrooms

Most jurisdictions do not consider the addition of restrooms while planning for dog park amenities, mainly because they are not seen as a necessary dog park element. There are no standard distances from restrooms to dog parks either. Based on survey results, citizens of Spokane have some concerns about access and proximity to facilities. Most eligible Neighborhood and Community sites are parks that already have restrooms on site, so as long as citizens feel the proximity away is not too far, there should not need to be any actions taken. For Community Dog Parks that do not have restrooms, the city can assess if adding them in would be beneficial. Especially considering that people may be traveling longer distances. Restrooms should not be located inside the fenced areas in order to provide access to all visitors. A centralized location near the entrance would be preferred.



PART 3

OPERATIONS & MAINTENANCE GUIDELINES

REGULATIONS

A great deal of planning is required to help a good dog park run. In reality, it takes more than the Parks Department to operate a dog park. Local shelters, designated dog park committees and even individual residents can make a large impact on how a dog park functions.

Dog Park Rules

The High Bridge Dog Park includes City of Spokane Park Use Rules, but there are no dog park-specific rules included. If the City would like to adopt official dog park rules that can be universally used at all locations, it is encouraged that they collaborate with local animal shelters and veterinarians to establish an appropriate, complete list of rules.

Rules may include not allowing dogs younger than 4 months or those in heat, requiring up-to-date vaccinations, and setting maximum occupancy. The rules may also include a list of unacceptable behaviors amongst the dogs and their owners, which would lead to them being reprimanded.

Enforcement

In order to keep dog parks a safe, enjoyable place to come back to, patrons need to have a favorable experience. Unfortunately, a trip can potentially turn sour when someone decides to use facilities inappropriately or fail to care for their pets. A system of enforcement should be in place to help control unwanted behavior.



One way to help enforce dog parks is by establishing a city-paid position. These park rangers or monitors would manage both dog park activity and dog activity in other parks that do not allow for off-leash activity.

There are other ways to be proactive about curbing undesirable behavior. Many municipalities charge a fee and control who enters the facility. The following options could be considered:

- ✦ Required permits (included with pet licensure)
- ✦ Key fob or key code entry
- ✦ Entry fees and annual passes
- ✦ Specific operation hours (typically dawn to dusk)

CITY MAINTENANCE

Minimum Maintenance Requirements

Routine Maintenance (2-3 Times/Week)

The following is a recommended list of items that should be monitored on a weekly basis. A designated crew would need to be established in order to provide consistent, year-round care.

- ✦ Clean up debris such as broken branches on the ground.
- ✦ Empty waste containers and restock bag dispensers.
- ✦ Sanitize any water bowls on site.
- ✦ Sweep or spray down hardscape surfaces. Shovel snow off paved surfaces in winter.

- ✦ Spray down furnishings such as agility equipment with water to clean off dirt and reduce the chances of disease lingering on the surfaces.
- ✦ Inspect furniture and fence integrity. Inspect site for tampering or vandalism. Note repairs that need to be made if conditions are unsafe, and assess if they need to be made immediately or not.
- ✦ Check for leaks at water features. Turn off any water left on.
- ✦ Mow turf areas as needed.
- ✦ Hand water the landscape and remove weeds as needed.
- ✦ Notify authorities of active undesired behavior.

Seasonal Maintenance (Once a Year)

The following items do not require constant monitoring or replacement, but should be addressed at least once a year, or as needed. This may be done by the designated dog park staff or other Parks staff that is available.

- ✦ Replenish surfacing material to adequate depth
- ✦ Repair sod in worn areas.
- ✦ Fill in any low spots in the terrain that may be pooling water on the surface.
- ✦ Repair any furnishings that have yet to be repaired
- ✦ Analyze irrigation system for any inefficiencies

- ✦ Shut off irrigation and other water sources such as drinking fountains and hoses in the off-season in order to reduce the chance of damage to the pipes.

In natural turf areas, there may need to be a certain period of time allotted where a fenced area is not in use. This way seed or sod can be added to troubled spots and have time to establish before coming into contact with dogs again. For parks that have a third fenced area, the dogs that would normally frequent the closed fence area could easily relocate. In the case that that is not an option, the City could consider either combining large and small dogs together, or suggest that the displaced dogs visit a different dog park for the time being.



Image C.1 - Panorama view of the dog park at High Bridge shows off the expanse of large open space and variation amongst surfacing types.

COMMUNITY MAINTENANCE

Designated Dog Park Committees

Expectations

There is high value in having a designated dog park committee for each individual dog park. An established organization can help tremendously with day-to-day operations. Being a member of an organization brings with it a sense of pride and camaraderie, and a strong desire to make a difference in one's neighborhood.

Since the Parks department does not have the resources to finely monitor the use of dog parks, a designated committee can more freely address situations as they come up. The committee may also be more in-tune with specific features and nuances of a site, and can tailor their means of operation and management to better fit how the community thinks.

The following list of items would be more appropriate for the committees to manage:

- ✦ Ensure a dog park gets used and not sit dormant
- ✦ Inform frequent users about disease outbreak
- ✦ Coordinate volunteer events

- ✦ Coordinate special events such as designated dog breed meet up days
- ✦ Provide any park updates on a designated website or social media page

Volunteer Efforts

Expectations

Even with an appointed maintenance crew and dog park committee, there may be times when a little more help is needed to keep a dog park running. Many community members would be open to volunteering their time on occasion if it meant the aesthetics and operations of the park would be boosted.

- ✦ Add additional landscaping to beautify the site
- ✦ Rally to construct a shelter
- ✦ Raise funds to add site amenities
- ✦ Sponsor events to draw in more patrons
- ✦ Education programs about dog etiquette

APPENDIX A

MAPS OF AREAS SCORED & RANKED FOR SUITABILITY AS DOG PARK

CITY-OWNED PROPERTY INVENTORY

District 1



Friendship Park
1.0 acres



Harmon Park
1.0 acres



Hayes Park
1.5 acres



Hill N'Dale Park
1.8 acres

District 1



Kehoe Park
1.0 acres



Minnehaha Park
3.0 acres



Mission Park
1.0 acres



North Hill Reservoir
8.2 acres

District 1



Upriver Park
13.0 acres



Wildhorse Park
1.2 acres

District 2



37th Ave Stormwater Facility
2.8 acres



Ben Burr Park
1.0 acres

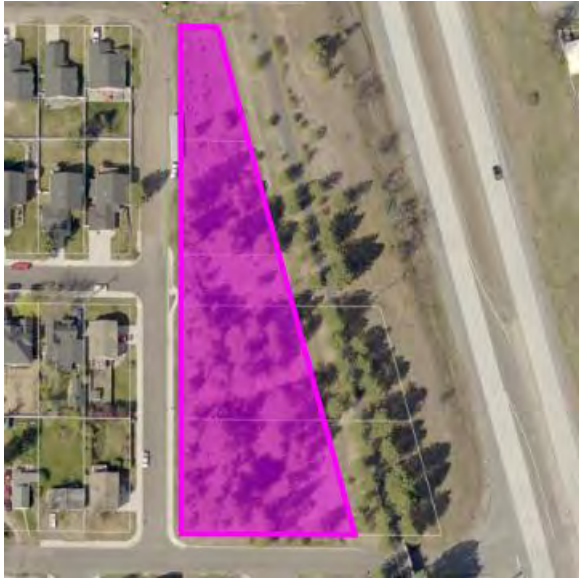


Comstock Park
2.3 acres



Fire Station 5
5.0 acres

District 2



Fish Lake Trail Property
1.7 acres



Frog Ponds
3.9 acres

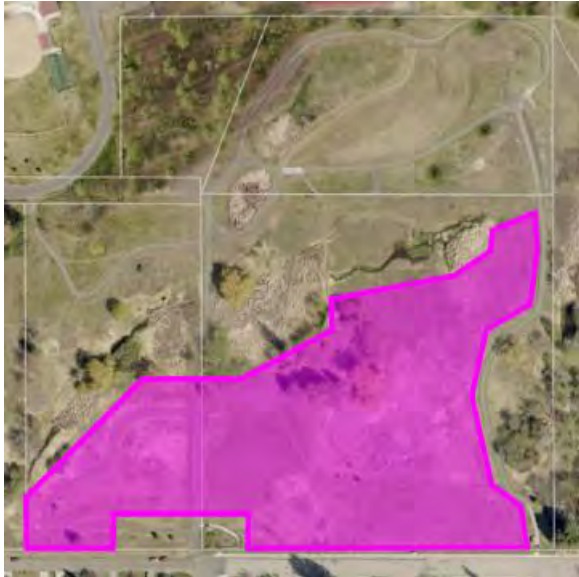


Garden Park Water Tank
1.8 acres



Grant Park
1.4 acres

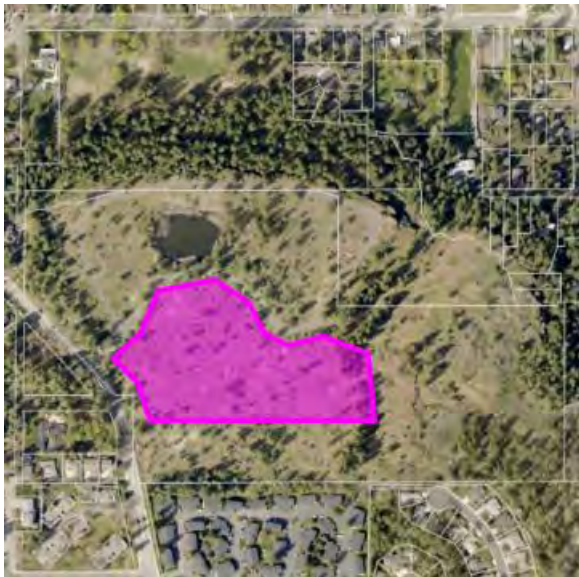
District 2



Hazel's Creek
7.1 acres



Liberty Park
0.5 acres



Lincoln Park
7.5 acres



Polly Judd Park
1.0 acres

District 2



Thornton Murphy Park
1.2 acres

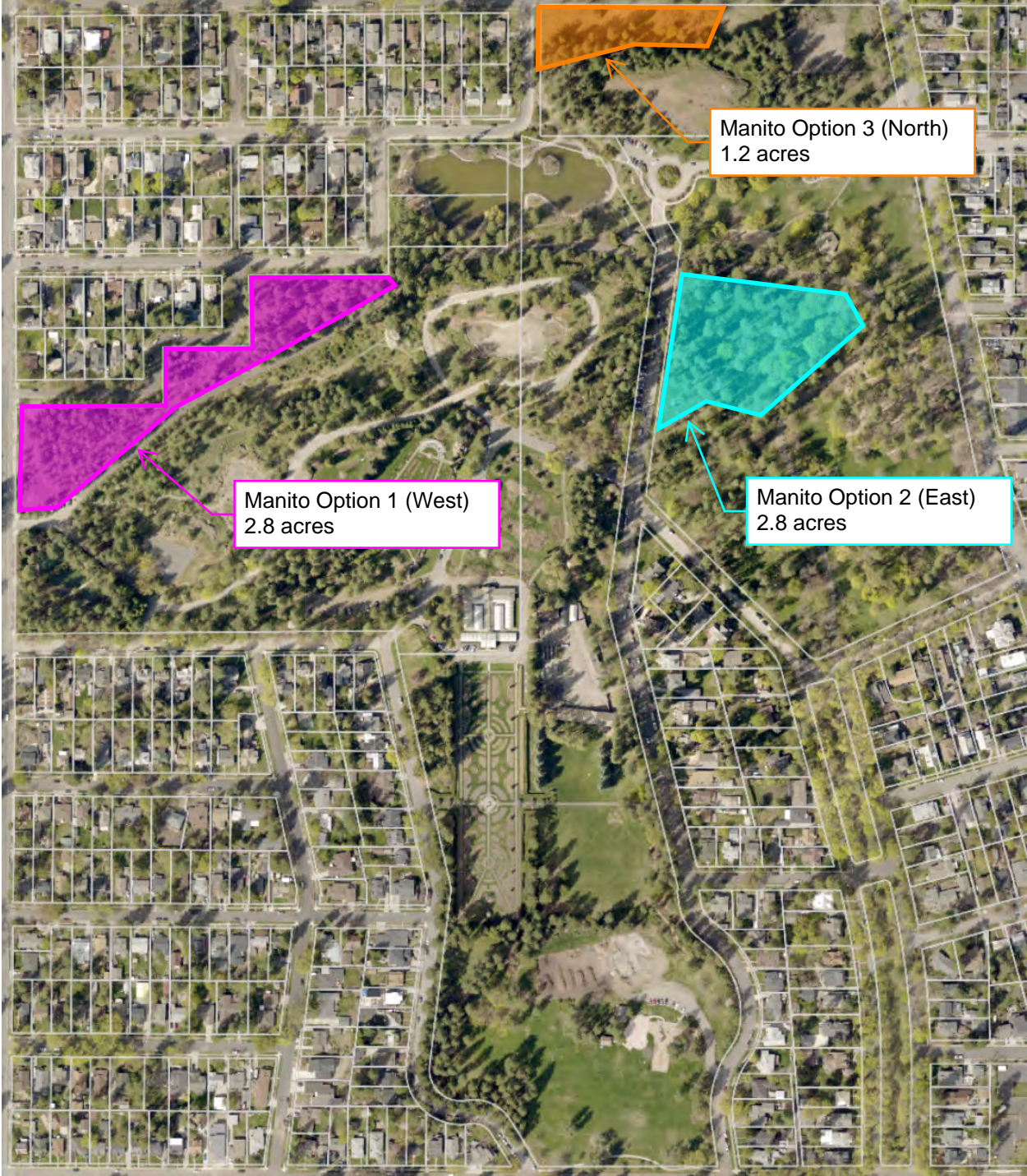


Thorpe Road Reservoir
1.6 acres



Underhill Park
7.2 acres

District 2



District 3



A.M. Cannon Park
1.0 acres



Audubon Park
1.0 acres



Corbin Park
2.4 acres



Downriver Stormwater Facility
2.8 acres

District 3



Dwight Merkel Sports Complex
1.6 acres



Five Mile & Strong Rd Property
4.0 acres



Five Mile Reservoir
9.3 acres



Franklin Park
1.5 acres

District 3



Meadowglen Park
1.1 acres



Pacific Park
1.6 acres

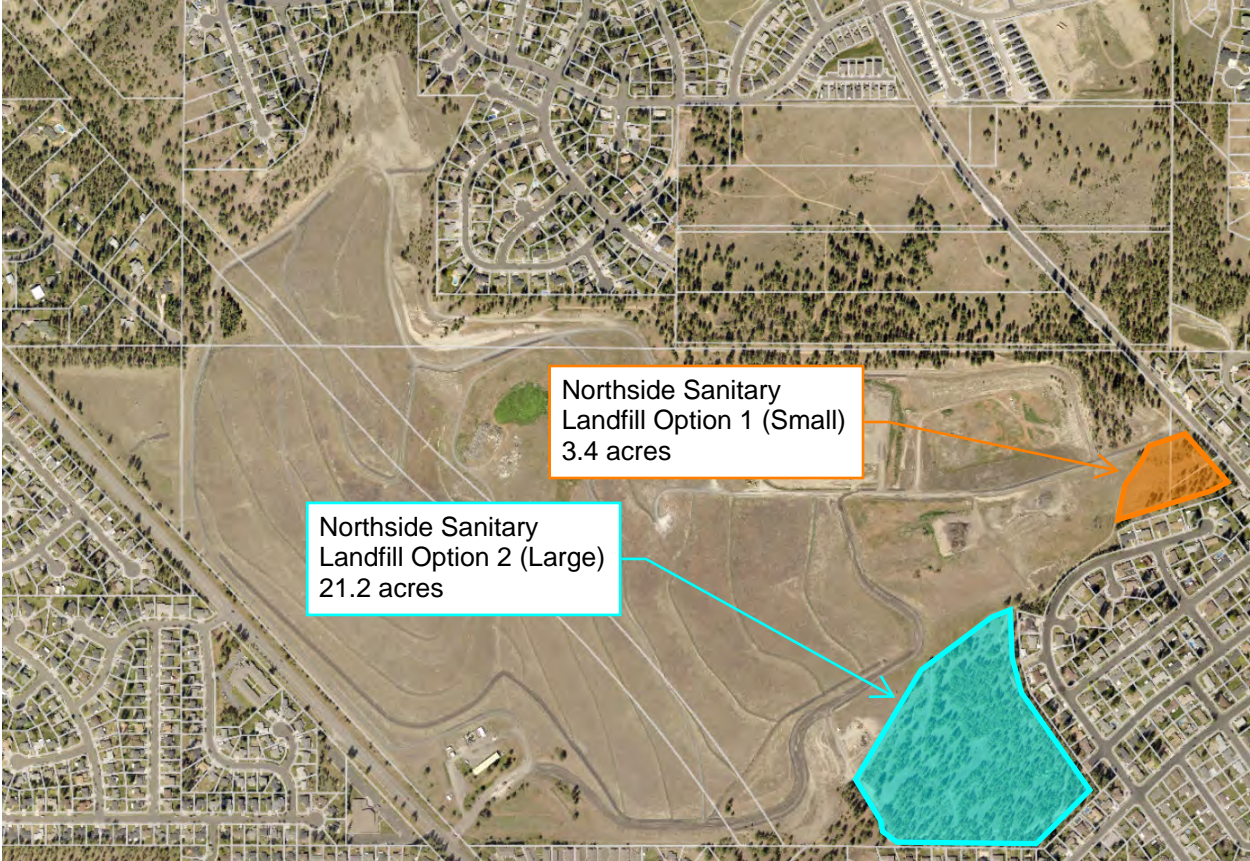


Sky Prairie Park
4.6 acres



Westgate Park
1.3 acres

District 3





Prepared By:



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Hamad, Nicholas

PUBLIC COMMENT

From: Kim Reasoner-Morin <kim@spokanehumanesociety.org>
Sent: Friday, September 23, 2022 8:09 AM
To: Hamad, Nicholas
Subject: Re: PAC Meeting Follow Up & Draft Citywide Dog Park Guidelines

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning Nick- I have reviewed the Guidelines and the only suggestion I have is to have Lisa weigh in on pg. 40 and water sources. At SHS we do not allow animals to share a water source to prevent the spread of disease. The water bowls that are tippable would be the questionable option -

Have a great weekend.

PUBLIC COMMENT

Hamad, Nicholas

From: Lisa Otto <lisaotto.dvm@gmail.com>
Sent: Thursday, September 22, 2022 2:52 PM
To: Hamad, Nicholas
Subject: Re: PAC Meeting Follow Up & Draft Citywide Dog Park Guidelines
Attachments: COS Dogparks PAC Mtg 03.pdf; 20220919_City Dog Park Guidelines_Draft for Release.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hey Nick,

I just looked through the guidelines and it looks really good overall! Very nice work!!

Just saw a couple things on page 28 to address:

Disease exposure section:

intestinal spelled wrong,

Protozoa spelled wrong

For mitigation section, add adequate feces clean up tools and management—ie bags, trash can, poop scoops, trash regularly taken out, somebody to look for poop and pick up on a routine basis

Behavior section—aggressive spelled wrong in 1st sentence of mitigation section.

2nd sentence of mitigation section—Separate large/small dogs with a 6ft sturdy fence, preferably opaque.

Thanks so much!

Lisa

Sent from my iPhone

PUBLIC COMMENT

Hamad, Nicholas

From: Cliff Winger <c_wings@yahoo.com>
Sent: Tuesday, September 20, 2022 3:02 PM
To: Hamad, Nicholas
Subject: Comment on Dog Park Guidelines

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Mr. Nick Hamad, Park Planning and Development Manager

It was a pleasure being part of the Dog Park Advisory Committee. I learned a lot from Park Staff, AHBL Consultants, fellow committee members and the public survey.

I am proud of the document that was created from the suggestions, comments, and work of Staff, AHBL, and my fellow Spokane residents. It is difficult to improve on the "Dog Park Guidelines" and so I will comment on the priorities I heard and concurred with in this process.

These are some high level concerns I learned from this process in my order of importance:

1. The health and safety of the dogs is the prime consideration of any dog park.
2. Consideration of our Spokane Residents is a second priority:
 - a) Not to interfere in any current park uses or our natural environment.
 - b) Consideration of access to the dog parks, including owners of service animals, ease of access to and inside the facility, parking, and locations in our neighborhoods.
 - c) Consideration of neighbors adjacent to the dog parks.
3. Prioritization matrix of locations.
4. Design criteria.
5. Construction and maintenance costs for the dog parks.

I wish to thank the Parks Board and our Parks Staff for giving Spokane an excellent amount and quality of parks in our community - serving the health and welfare of all our citizens and our environment.

Cliff Winger
Resident in Spokane City Council District One

PUBLIC COMMENT

Hamad, Nicholas

From: Sam Mace <samannemace@gmail.com>
Sent: Saturday, September 24, 2022 9:24 AM
To: Hamad, Nicholas; Jones, Garrett; Randy McGlenn
Cc: Wilkerson, Betsy; Kinnear, Lori
Subject: Dog Park study

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Perusing the dog park study this morning. Deeply disappointing.

Despite 79 percent of the folks who took the survey saying they did not want natural areas sacrificed, Underhill Park is still ranked high. There is a complete disconnect between the desires of the public and this report.

As I sat on my porch last night, smelling the CSO tank, yet again (it's often bad--I had people over for dinner last week and they asked if we were having problems with homeless defecating in our yard. yeah, it gets that bad), I couldn't help but ask myself, haven't we given up enough for the City already?

And considering that the report itself ignores the desires the public gave in the first survey monkey, it's hard to have any faith in this public process.

--
Sam Mace
509-863-5696

Hamad, Nicholas

PUBLIC COMMENT

From: Anderson, Bob
Sent: Friday, September 23, 2022 11:38 AM
To: Hamad, Nicholas
Subject: Re: PAC Meeting Follow Up & Draft Citywide Dog Park Guidelines

Nick,

Thanks for location illustrations, big help for us visual people. I will be out of town until Wednesday 10/5. Had hoped to be back in time to attend Land Committee since I was the Board representative on Dog Park planning. My wife and I are driving to North Dakota and are planning to be home 10/5 but not sure what time.

I enjoyed being part of Dog Park process and support where we are so far.

Thanks,

Bob

CITY STAFF COMMENT

Hamad, Nicholas

From: Miller, Katherine E
Sent: Tuesday, September 20, 2022 1:42 PM
To: Hamad, Nicholas
Subject: 20220919_City Dog Park Guidelines_Draft for Release.pdf
Attachments: 20220919_City Dog Park Guidelines_Draft for Release.pdf

Nick,

Thanks for including me, a well thought out study/process. See page 13 for a highlighted awkward sentence. Also, a couple of tables on pages 22 & 23 were cutoff. I notices there's a few option for Manito- do you have any maps for those?

Thanks,
Katherine

CITY STAFF COMMENT

Hamad, Nicholas

From: Schaeffer, Brian
Sent: Tuesday, September 20, 2022 1:40 PM
To: Hamad, Nicholas; Feist, Marlene; Searl, Loren; Gennett, Raylene; Davis, Marcia; Averyt, Chris
Cc: Jones, Garrett; Vorderbrueggen, Al; Miller, Katherine E
Subject: Re: Draft Citywide Dog Park Study Update

Thanks for the opportunity to comment. This is a great document, and for transparency I am totally a dog person.

My only recommendation would be an add for WUI considerations (specifically fuel treatments and fire-resistant planting *and* FD gate access into the space).

This is exciting!

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	October 5, 2022		
Requester	Jason Conley	Phone number: 625-6211	
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 type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Resolution declaring an endorsement by the City of Spokane Park Board to amend Spokane Municipal Code (SMC) 12.06A.040		
Begin/end dates	Begins: 10/13/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:	<p>Being in a city park after the hours of closure used to be charged as a misdemeanor. With prior changes to the Park Code, this penalty was unwittingly changed to a civil infraction. The City would be in a much better position to regulate violent crime in the city parks if trespass in the parks were once again chargeable as a misdemeanor. This is a tool needed by law enforcement to give them authority to approach people in the park for the purpose of conducting an investigative detention into the trespass. This proposed ordinance would change the penalty back to a misdemeanor if approved by City Council. This request originates with the Spokane Police Department.</p>		
Motion wording:	Move to approve a Resolution endorsing the amendment of the Spokane Municipal Code (12.06A.040) to a misdemeanor.		
Approvals/signatures outside Parks:	<input type="radio"/> Yes <input type="radio"/> No		
If so, who/what department, agency or company:			
Name:	Email address:	Phone:	
Distribution:	Parks – Accounting Parks – Sarah Deatrich Requester: Jason Conley Grant Management Department/Name:		
Fiscal impact:	<input type="radio"/> Expenditure <input 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)		

ORDINANCE NO. C _____

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.

4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.

3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

CITY OF SPOKANE PARK BOARD

RESOLUTION

A resolution declaring an endorsement by the City of Spokane Park Board for the adoption of a revised Spokane Municipal Code (SMC) 12.06A.040.

WHEREAS, SMC 12.06A.040 was last updated July 26, 2021 was found to be incomplete and requiring updating to reflect current park user needs; and,

WHEREAS, SMC 12.06A.040 does not adequately address current challenges and efforts by both Spokane Police Department (SPD) and Parks Recreation Division Park Rangers; and,

WHEREAS, the Park Board is desirous of improving safety and availability park facilities for everyone in the community; and,

WHEREAS, a prior version of the park rules included a misdemeanor penalty for being in a city park after the hours of closure; and

WHEREAS, current park rules have the penalty defined as an infraction which prevents police from conducting an investigative detention; and,

WHEREAS, violent crime increased in city parks in 2022 including multiple shooting during the hours of park closures; and,

WHEREAS, language to SMC 12.06A.040 will be revised, to make a violation of park hours an unlawful trespass on city park property and punishable as a misdemeanor.

-- Now Therefore, BE IT RESOLVED that the Park Board endorses the revisions to SMC 12.06A.040, provided that revisions to 12.06A.040 are adopted by City Council.

ADOPTED BY THE SPOKANE PARK BOARD: October 13, 2022.

Park Board President

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful trespass on City park property and shall be punishable as a misdemeanor.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	October 5, 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 utility & access easement request / Clarke & Bennett Ave. in Peaceful Valley		
Begin/end dates	Begins: 10/13/2022	Ends:	<input 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 utility and access easement across park property. As a result, the private property owners has requested permission for easements.</p> <p>Prior to drafting a proposed easement agreement, park staff desires a discussion with the property owner and the park board land committee to determine if the park board is willing to consider granting such an easement.</p>			
Motion wording:			
Discuss if the Park Board is willing to consider a future private sewer easement across Downriver Park in exchange for appropriate compensation. Discussion to occur prior to drafting any agreement.			
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: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
N/A	N/A		
Vendor: <input type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	10/5/2022		
Requester	Fianna Dickson	Phone number: 6297	
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 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)	AM Cannon Playground Naming Proposal		
Begin/end dates	Begins:	Ends:	<input type="checkbox"/> Open ended
Background/history: Continued discussion of a proposal (from May) to name the playground at AM Cannon Park. A current consideration is to name the playground something along the lines of, "The Candy Rogers Memorial Playground, in memory of all Spokane children lost, loved, and never forgotten" so that it could serve as a single-site location in honor of local children who were taken from us too soon. It might involve a plaque with additional names added; guidelines would need to be determined.			
Motion wording:			
Approvals/signatures outside Parks: <input type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input 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"/> ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		
<input type="checkbox"/> UBI: _____	Business license expiration date: _____		