

TO: James L. App, City Manager
FROM: Ann Robb, Director of Library and Recreation Services
SUBJECT: Dog Park
DATE: March 2, 2010

NEEDS: For City Council to consider a proposal to construct and operate a dog park.

- Facts:**
1. Parks 4 Pups proposes to construct and maintain a dog park. The request proposes a fenced, off leash dog park on approximately 1.25 acres of City owned property, at no cost to the City.
 2. Parks 4 Pups built and is maintaining dog parks in Atascadero and Templeton. Additionally, since 2007, they have successfully maintained two sections of trail in Paso Robles that are open for dogs on leash.
 3. Parks 4 Pups has offered to design, construct and administer the dog park. They will cover all construction and maintenance costs, as well as recruit, train and schedule volunteers.
 4. At their February 9, 2010 meeting, the Parks and Recreation Advisory Committee voted unanimously to recommend approval of the dog park.

ANALYSIS &

CONCLUSION: Parks 4 Pups has proposed building and administering a dog park in Paso Robles. They have offered to cover all construction, maintenance and administrative costs.

POLICY

REFERENCE: General Plan, Parks & Recreation Element

FISCAL

IMPACT: None

- OPTIONS:**
- a. Authorize City Staff to fully develop the proposal for consideration including:
 1. Identifying property that could be used for a dog park, AND
 2. Drafting a Lease and Operating Agreement suitable for the project, AND
 3. Presenting Site Option(s) and draft Agreement at a future Council meeting.
 - b. Amend, modify, or reject the above option.



January 15, 2010

Ms. Annie Robb
Director of Library and
Recreation Services
City of Paso Robles
600 Nickerson Drive
Paso Robles, CA 93446

Dear Ms. Robb:

Parks-4-Pups is pleased to submit this proposal for your review. We are requesting that the Parks and Recreation Advisory Committee review and endorse our proposal to build and maintain a fenced off-leash dog park on city-owned property in Paso Robles at no cost to the city.

San Luis Obispo County currently has seven designated off-leash dog parks with the first one constructed in 2001 by a volunteer organization. The construction of each dog park was financed by a non-profit organization. All of these parks are currently thriving and well maintained by volunteers.

In our 2006 survey of 281 cities in California, 133 or 47% of cities surveyed had built or were in the planning process for one or more dog parks. There are over 1,300 dog parks in the United States (source: www.ecoanimal.com). Dog parks are considered one of the most popular recreation offerings for municipalities with many travel guides, dog owner magazines, and websites dedicated to promoting dog parks for families travelling with pets.

Parks-4-Pups has extensive experience in building and maintaining dog parks and trails. Our organization is responsible for building Heilmann Dog Park in Atascadero (2005) and Vineyard Dog Park in Templeton (2009). Both dog parks are entirely financed by donations and currently maintained by dedicated volunteers at no expense to County or district government.

Both Heilmann Dog Park and Vineyard Dog Park have a separate board of directors to oversee park operations. Both dog parks are project committees under the direction of San Luis Parks, Open Space and Trails Foundation (SLOPOST) a 501(c)3 non-profit organization founded in 1993.

In Spring 2008, our organization was instrumental in opening the Centennial Park Walking Trail to dog walkers on a trial basis. We are now in our third year of this project. We supply the dog bag dispensers and our volunteers monitor this trail and the Salinas Riverwalk trail on a weekly basis. We pick up litter (dog and people), restock the dog bag dispensers, and report trail hazards.

We currently have an Adopt-a-Park agreement with San Luis Obispo County Parks for our North County dog parks. We provided construction plans for review to obtain this permit. Similar to an Adopt-a-Street program, we agree to provide services to maintain a public park. In exchange for those services, we have use of the public area for designated recreational activities. The agreement is temporary in that County Parks can revoke our entry permit at any time. We would be pleased to provide references from San Luis Obispo County Parks staff as to our commitment to park maintenance.

In building our new dog park in Templeton, we note that over one-third of our total donors, reside in Paso Robles. Over half of our supporters that donated more than \$100 last year reside in Paso Robles. We are confident that our organization can meet and surpass the challenge of building another dog park in the North County.

Thank you for your consideration of our proposal.

Paula O'Farrell, President
PO Box 795
Paso Robles, CA 93447
(805)239-4437
info@parks4pups.org

Appendix A: Permit for Right of Entry and Construction of Vineyard Dog Park in Templeton issued by San Luis Obispo County Parks

Appendix B: MOU between the City of Arroyo Grande and Five Cities Dog Park

Appendix C: MOU between the City of Morro Bay and Morro Bay Pups

Appendix D: Sample dog park layout

Appendix E: FAQ on SLO County Dog Parks

Appendix F: Brochure for San Luis Obispo County Dog Parks, Published 2009 by SLOPOST

| Proposal Criteria | Response |
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| <p>1. <i>Provide the purpose of the facility or program and identify all potential user groups, both public and private</i></p> | <p>Parks-4-Pups proposes to construct and maintain a fenced off-leash dog park on city-owned property at no expense to the city.</p> <p>The potential user groups include all Paso Robles residents and visitors who own dogs and desire a safe, attractive park setting for recreation with their dogs. Estimates from the American Veterinary Association indicate that 42% of all households have one or more dogs. The American Pet Products Manufacturer’s Association reports that 68% of dog owners bring their dog when they travel.</p> <p>The proposal also benefits non-dog owners who want to encourage dog owners to avoid areas such as the downtown city park, sports fields, and other areas where dogs are unwanted. Non-dog owners will benefit in knowing that the beauty of the park areas will be maintained without taxing city staff or resources.</p> |
| <p>2. <i>If the proposal involves the use of a city owned park or recreation facility, identify the facility and necessary improvements or modifications required to support the proposal</i></p> | <p>No location has been identified at this time.</p> <p>A dog park would require the following:</p> <ul style="list-style-type: none"> • Approximately one acre of land • Fencing around the perimeter and cross fencing to create separate play areas. (fencing material to be determined) • Double entry “sally port” gates (approximately 4 and 2 drive gates) • Water for dogs and landscaping • Ground preparation to remove noxious weeds and hazards • Parking (off-street or dedicated parking area) • Trees or other structure for shade • Park amenities including park benches, picnic tables, dog bag dispensers, signage, and trash receptacles. • Ground cover material such as wood chips or turf |

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| <p>3. <i>Identify all costs associated with the proposal including</i></p> | <p>Estimates are based on the recent construction of a similar facility in Templeton. Many services were donated in prior dog park projects. The following is an estimate based on cost if services were purchased.</p> <table border="0"> <tr> <td>Site preparation (including trenching for water lines)</td> <td style="text-align: right;">\$3,500</td> </tr> <tr> <td>Fencing and gates (labor plus materials)</td> <td style="text-align: right;">\$21,000</td> </tr> <tr> <td>Plumbing services (4 faucets hookups, PVC lines)</td> <td style="text-align: right;">\$1,500</td> </tr> <tr> <td>Concrete services</td> <td style="text-align: right;">\$2,000</td> </tr> <tr> <td>Park amenities (6 benches, 4 tables, dispensers, etc.)</td> <td style="text-align: right;">\$5,500</td> </tr> <tr> <td>Trash receptacles (2 small, 2 large perforated metal)</td> <td style="text-align: right;">\$1,600</td> </tr> <tr> <td>Total cost:</td> <td style="text-align: right;">\$35,100</td> </tr> </table> | Site preparation (including trenching for water lines) | \$3,500 | Fencing and gates (labor plus materials) | \$21,000 | Plumbing services (4 faucets hookups, PVC lines) | \$1,500 | Concrete services | \$2,000 | Park amenities (6 benches, 4 tables, dispensers, etc.) | \$5,500 | Trash receptacles (2 small, 2 large perforated metal) | \$1,600 | Total cost: | \$35,100 |
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| <p>a. <i>Initial funding and start up costs</i></p> | <p>Estimates do not include landscaping or parking preparation. Those costs would vary depending on location. Ground cover most often consists of wood chips purchased or donated by local tree maintenance services.</p> <p>Entire project funding will be provided by Parks-4-Pups from donations, construction loans from SLOPOST (San Luis Obispo Parks, Open Space, and Trails Foundation) and various fund-raising events.</p> <p>No startup costs other than those specified in Criteria #3</p> | | | | | | | | | | | | | | |
| <p>b. <i>Property improvements and program operations</i></p> | <p>Depending on site location, other improvements may be necessary such as a shade structure (\$2,500), secure trash enclosure, and supplies cabinet.</p> <p>Ground cover would consist of tan-bark or other wood chips donated from city services or other arborists' services.</p> | | | | | | | | | | | | | | |
| <p>c. <i>Ongoing costs such as maintenance, utilities, security, etc.</i></p> | <table border="0"> <tr> <td>Dog waste bags (currently these are donated by a Paso Robles manufacturing company)</td> <td style="text-align: right;">\$1,500</td> </tr> <tr> <td>Water (averages \$12-20 per month)</td> <td style="text-align: right;">\$240</td> </tr> <tr> <td>Trash service (dumpster fee averages \$65 per month)</td> <td style="text-align: right;">\$800</td> </tr> <tr> <td>Fencing/plumbing repairs (most repairs are donated services by contractors)</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>General landscaping services</td> <td style="text-align: right;">\$2,000</td> </tr> <tr> <td>Total annual costs</td> <td style="text-align: right;">\$5,040</td> </tr> </table> | Dog waste bags (currently these are donated by a Paso Robles manufacturing company) | \$1,500 | Water (averages \$12-20 per month) | \$240 | Trash service (dumpster fee averages \$65 per month) | \$800 | Fencing/plumbing repairs (most repairs are donated services by contractors) | \$500 | General landscaping services | \$2,000 | Total annual costs | \$5,040 | | |
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| <p><i>d. Funding sources for necessary improvements, program operations and ongoing costs</i></p> | <p>Ongoing costs will be paid for by Parks-4-Pups. Membership fees (members receive a dog tag) are as follows:</p> <ul style="list-style-type: none"> \$1 day use fee \$25 annual membership fee \$50 annual membership fee + fence post plaque \$100 3-year membership + kiosk plaque \$250 lifetime membership + park bench plaque \$500 lifetime membership + gate entry plaque <p>Annual fund raising events include the Paso Robles Dog Jog and Dogtoberfest to fund park maintenance.</p> <p>This funding plan has been very successful for Heilmann Dog Park in Atascadero and Vineyard Dog Park in Templeton. We expect it would be equally successful in Paso Robles.</p> |
| <p><i>e. Revenue generated and recipient of those revenues</i></p> | <p>If the dog park location is at least 1.25 acres, we can divide the areas into three playgrounds. Two playgrounds could be designated for general play and the third playground could be rented to dog groups for meetings, dog obedience classes, or special training clinics for revenue to the city.</p> |
| <p><i>4. Demonstrate value to and support of the community.</i></p> | <p>This proposal offers many benefits to the community:</p> <ul style="list-style-type: none"> • Provide an attractive and maintained park area for dog owners to recreate and socialize. • Strengthen the enforcement of existing leash laws and park ordinances by providing a legal alternative for dog owners • Improve the quality of life for many of our citizens whose main form of exercise, recreation, and socializing is with their dog. • Develop and encourage partnerships with non-profit groups and promote responsible dog ownership. • Enhance Paso Robles as a tourist destination by providing recreational options for visitors traveling with their dogs. Many families travel with their dogs to Paso Robles events. Local dog events (AKC trials) attract visitors to our city and a dog park would offer visitors another recreation option during their stay. • Serve as an example of volunteerism in providing a valuable community service... A dog park that is paid for and maintained by a volunteer organization would be a gift to the community and a convincing demonstration as to the power of volunteers. |

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| <p>5. <i>Identify if the proposal is a City Council goal or is consistent with adopted City Council goals.</i></p> | <p>This proposal is consistent with the following City Council goals:</p> <p><i>#24. Add special interest programs (BSP, Library, teen, seniors, Native American, early childhood education and public art).</i></p> <p>This proposal addresses the special interest needs of dog owners in our community. Across the country, dog owners are lobbying for expanded recreational options and have organized into dog owner associations and clubs. Every municipality in San Luis Obispo County is currently working with a citizen group to develop park areas for dog owners to enjoy. Paso Robles is fortunate to have a dedicated group such as Parks-4-Pups willing to pay for and maintain these areas.</p> <p>Parks-4-Pups is an established non-profit organization and well respected in the community. Since 2004, we have provided numerous community events and continue to promote responsible dog ownership in our outreach efforts. We have an excellent working relationship with the City of Atascadero Community Services Department, the County of San Luis Obispo Parks and Recreation Department, and SLOPOST (San Luis Obispo Parks, Open Space, and Trails Foundation).</p> <p><i>#20. Improve communications with citizens (including web site and regular meetings with advisory bodies and staff)</i></p> <p>With budget cuts, our city maintenance staff is stretched thin to meet the increased demands of our community. Our volunteers can maintain and supervise a dog park area. The watchful eyes and ears of our volunteers can alert park staff to potential hazards in our parks before an injury occurs. We can help enforce leash laws and promote responsible dog ownership with park visitors.</p> <p><i>#7. Improve transportation system/traffic flow</i></p> <p>City residents must drive to Templeton, Atascadero, or Cambria to enjoy a park experience with their dogs. By creating a dog park in convenient neighborhood locations, residents have the option to walk instead of drive to a park.</p> |
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| <p>6. <i>Identify if the proposal is consistent with the General Plan</i></p> | <p>This proposal is consistent with the Parks and Recreation Element of the General Plan adopted in 2003:</p> <p><i>Goal PR-1: Optimize the use and development of parks and recreation facilities to serve the existing and project population.</i></p> <p><i>Policy PR-1A. Action Item 3: Allow activities and land uses near park areas that are compatible with the setting of a park.</i></p> <p><i>Policy PR-1B.: Action Item 2: Continue to promote the use of volunteers and community groups for the provision of recreation programs, services, operation and maintenance and development of parks.</i></p> <p>We recognize that planning parks for multiple and oftentimes competing activities is challenging. Smart planning would involve having dedicated off-leash areas (maintained by volunteers) which would <i>then</i> allow designating other areas as being ABSOLUTELY NO DOGS allowed.</p> <p>A dog park increases the recreational opportunities for all ages and abilities.</p> <p>Dog parks are attractive to dog owners in that they offer shade, parking, access to trails, picnic tables and park benches. These areas are generally located away from traffic, sports fields, playgrounds and areas used for public events such as concerts and car shows.</p> <p>Parks-4-Pups volunteers can maintain a dog park freeing city staff for other duties.</p> |
| <p>7. <i>Discuss where the facility, provided by the proposal is available at another city park, available nearby or in an adjacent town or through the County facilities</i></p> | <p>Templeton, Atascadero, San Luis Obispo, Morro Bay, Arroyo Grande, Nipomo, and Cambria all have fenced off-leash dog parks.</p> <p>Paso Robles residents must drive to Templeton for access to a park for off-leash recreation with their dogs.</p> |
| <p>8. <i>Discuss whether the service is available through a commercial interest or if it will compete with a commercial interest.</i></p> | <p>No commercial interest exists to provide this service.</p> |

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| <p>9. <i>Identify potential legal and liability issues that may result from the proposal.</i></p> | <p>As with dog walkers on city sidewalks, there is potential for injury resulting from a dog bite or attack. As a result of such injury, there is a potential for lawsuit or claim for damages. The experience of other municipalities indicates that the risk is minimal. No lawsuit or claim for damages against a city or county government has occurred as a result in any of the cities within San Luis Obispo County or other cities that were polled that allowed dogs on-leash or off-leash in their city parks. According to the California JPIA, there is no evidence to support any greater liability risk in a dog park than those that the city already assumes with tennis courts, swimming pools, sports fields, and skate parks.</p> <p>Our understanding is that the "dangerous condition" immunity from public liability generally relieves the public agency of liability, especially for the acts of third parties using the public property (Gov't. Code section 830 et. seq.; Jones v. Czapkay (1960) 182 Cal.App.2d 192).</p> <p>Though dog attacks can occur against humans, other dogs, and other animals, most dogs do not bite people or other dogs (Domestic Dog, 1995; Canine Behavior, 1965). In the overwhelming majority of cases, dog attacks occur in the dog owner's home or immediate vicinity—not in public open space. According to the Journal of the American Medical Association (January 22, 1997), the vast majority of dog bites occur on a dog's territory, typically when a dominant, protective, or injured dog is not adequately supervised. These triggers are not present when a dog is in the neutral territory of a public dog park.</p> |
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Appendix A: Permit for Right of Entry and Construction of Vineyard Dog Park in Templeton issued by San Luis Obispo County Parks



County of San Luis Obispo General Services Agency

COUNTY PARKS

Janette D. Pell, Director

Pete Jenny, Deputy Director

August 4, 2008

Paula O'Farrell
Parks -4-Pups
P.O. Box 795
Paso Robles, CA 93447

PERMIT FOR RIGHT OF ENTRY AND CONSTRUCTION OF IMPROVEMENTS

I have received the information in accordance with item 2 and 3 of the Right of Entry (ROE) and Construction of Improvement permit sent to you. This letter is to inform you that you are hereby authorized to proceed with the installation of the off leash pet area in the Vineyard Estates Open Space in accordance with submitted drawings and ROE. Please coordinate your efforts with Ken Klis the Supervising Ranger for the North San Luis Obispo County area. He can be reached at 788-2400. Ken has been briefed as to the nature and scope of the project and will provide assistance as needed.

If you will be using volunteers to assist with construction and **have** liability insurance to cover them, I will need a certificate of insurance adding San Luis Obispo County officers, agents, and employees as additional insured. If you **do not** have insurance please submit names, and addresses of those volunteering and the County will extend their umbrella of insurance to cover them. The "CCC's" have a copy of insurance on file with us. However if you use any other contractors I will need proof of insurance on them before they can begin work..

Once again thank you for your support of County Parks. We are grateful to see such generous support of our parks and recreation areas. If you have any questions please give me a call at (805) 781-5209.

ERNIE DEL RIO
Park Superintendent-Operations

Appendix B: Adopt-A-Park Agreement for Arroyo Grande Dog Park

CITY OF ARROYO GRANDE ADOPT-A-PARK AGREEMENT

This Adopt-a-Park Agreement (hereinafter "Agreement") is made and entered this 22nd day of January, 2008 by and between the City of Arroyo Grande, a Municipal Corporation of the State of California (hereinafter the "City") and the Five Cities Dog Park Association, a community volunteer organization (hereinafter "FCDPA").

WHEREAS, City is owner and operator of certain real property (the "Property") commonly known as Elm Street Park, which is located at 350 South Elm Street in the City of Arroyo Grande, County of San Luis Obispo, State of California; and

WHEREAS, the FCDPA is a community volunteer organization committed to establishing off leash canine-related recreation within the five cities area, including, but not limited to, construction, operation and maintenance of dog parks; and

WHEREAS, the FCDPA and the City recognize the need for an off-leash pet area in Arroyo Grande; and

WHEREAS, on January 22, 2008 the City Council officially designated and reserved a portion of Elm Street Park, between the pump stations and the southern boundary of the Property, as generally depicted in Exhibit "A" attached hereto, as an off-leash area for use as a dog park (the "Dog Park") subject to all applicable rules and regulations; and

WHEREAS, the FCDPA understands, acknowledges and agrees that the Dog Park is part of an active City park, owned by the City and operated for the benefit of the general public; and

WHEREAS, City recognizes the FCDPA as an adopting organization for the Dog Park; and

WHEREAS, by this Agreement, the parties wish to specify the terms and conditions for the construction, operation, use and maintenance of the Dog Park.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, FCDPA and City agree as follows:

Section 1. Construction.

- (a) Subject to the approval requirements set forth in section 1(b) below, FCDPA shall, at its sole cost, construct fencing, gates, signage, bulletin board, sanitary mitt/bag dispensers and other similar improvements and install landscaping in the Dog Park.

- (b) Before any construction may occur, FCDPA shall submit an Improvement Plan to the City's Director of Parks, Recreation and Facilities and Director of Community Development describing and depicting all proposed Dog Park improvements. FCDPA shall not commence any construction activities until such Improvement Plan is approved in writing by the Director of Parks, Recreation and Facilities and Director of Community Development.

Section 2. Maintenance.

FCDPA agrees to provide the following minimum maintenance activities:

- (a) Daily monitoring of the Dog Park and removal of dog waste;
- (b) Assist and perform ongoing maintenance of all improvements in the Dog Park;
- (c) Assist with management and enforcement of all rules and regulations imposed on the Dog Park by City; and
- (d) Such other services as determined to be necessary or appropriate by City for the safe and orderly operation of the Dog Park.

FCDPA shall be responsible for informing volunteers and other participants of safe work methods used in carrying out construction, park cleanup and other maintenance activities.

Section 3. Records.

FCDPA shall submit to City a Project Record of all Dog Park activities, including construction, maintenance and inspections, on a quarterly basis, unless otherwise requested by City.

Section 4. Guidelines.

FCDPA acknowledges receipt of and agrees to conform to the terms and conditions of the California Joint Powers Insurance Authority guidelines.

Section 5. No Possessory Interest.

FCDPA understands and agrees that it shall not have any possessory interest in the Dog Park and that any improvements made therein by FCDPA are for the sole benefit of the general public and shall become fixtures to the property and the exclusive property of City.

Section 6. City's Rights and Obligations.

- (a) Without waiving any rights it may have, the City reserves the right to remove Dog Park amenities (such as benches, water fountains or landscaping), if deemed necessary to protect the public health, safety or welfare.

- (b) The City shall provide and pay for the necessary utilities for the Dog Park including water, garbage and electrical services.
- (c) The City reserves the right to modify the use of, or close the Dog Park, in its sole discretion.

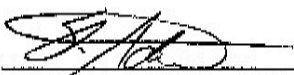
Section 7. Indemnity.


To the fullest extent permitted by law, FCDPA shall defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability where the same arise out of the gross negligence or willful misconduct of FCDPA or any of its members.

IN WITNESS WHEREOF, the parties hereto have caused this Adopt-A-Park Agreement to be executed by and through their respective authorized officers, as of the date first written herein above.

CITY OF ARROYO GRANDE

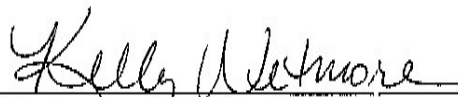
FIVE CITIES DOG PARK ASSOCIATION

By: 
Steven Adams, City Manager

By: 

Its: president

Attest:


Kelly Wetmore, City Clerk/
Director of Administrative Services

Approved as to Form:


Timothy J. Carmel, City Attorney

Appendix C: Agreement with Morro Bay Dog Park with the City of Morro Bay

MEMORANDUM OF UNDERSTANDING DOG PARK DESIGN AND PERMIT PROCESSING

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Morro Bay, a Municipal Corporation formed under the laws of the State of California, hereinafter referred to as the “City”; and Morro Bay Pups, a duly organized community volunteer organization hereinafter referred to as “MBP.” Collectively, the City and MBP are referred to herein as the “Parties.”

WHEREAS, the City owns certain real property located within its corporate limits in the City of Morro Bay, commonly known as Del Mar Park; and

WHEREAS, the City has adopted a Master Plan for Del Mar Park (“Master Plan”) which would require amendment for the development of a fenced in, off-leash dog park; and

WHEREAS, on February 26, 2007, the Morro Bay City Council officially designated and reserved a portion of Del Mar Park for the development of a fenced in, off-leash Dog Park (“Dog Park”); and

WHEREAS, the City has made clear that it has no financial resources at this time to commit to the design, development, operation, or maintenance of the Dog Park; and

WHEREAS, MBP is a duly organized community volunteer organization committed to establishing off-leash recreation within Morro Bay, including but not limited to the design, development, operation, and maintenance of the Dog Park; and

WHEREAS, MBP has associated itself with the San Luis Obispo Parks Open Space & Trails Foundation (“SLOPOST”), which has formal federal and state non-profit status, for the purpose of raising funds in the name of SLOPOST-MORRO BAY PUPS, for the design, development, operation, and maintenance of the Dog Park in Morro Bay; and

WHEREAS, SLOPOST has designated the Dog Park as a SLOPOST project and has agreed to disburse funds raised by MBP as directed by MBP, and consistent with its charitable purposes, for the design, development, operation, and maintenance of the Dog Park; and

WHEREAS, MBP has raised funds for the design and permitting of the Dog Park and has caused to be prepared preliminary plans for the Dog Park, and expects that it can raise funds and secure other commitments for the development, operation, and maintenance of the Dog Park; and

WHEREAS, the City Council has reviewed the preliminary plans submitted by MBP and has consented to the processing of an amendment to the Master Plan to consider amendment thereof to accommodate the Dog Park; and

WHEREAS, the Parties desire a Memorandum of Understanding to document their mutual commitment to proceed in good faith with the permitting process for the Dog Park, including consideration of amendment of the Master Plan, subject to one or more future public hearings and the discretion of the City Council in its ultimate approval or disapproval of the Dog Park.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. MBP will proceed expeditiously as follows:
 - a. Prepare all design documents and plans required for amendment of the Master Plan (the “Amendment”) and for such other approvals and permits (collectively, the “Permits”) for the Dog Park as required by the City.
 - b. Apply for the Amendment and the Permits as required by the City.
 - c. Submit all documents and provide all plans, prepared by appropriate professionals, required by the City for the Amendment and the Permits.
 - d. Perform, by appropriate professionals, all environmental analysis and review for the Amendment and the Permits as required by the City.
2. The City will proceed as follows:
 - a. Advise MBP in writing within 30 days of all requirements for a complete Amendment application.
 - b. Advise MBP in writing within 30 days of all other Permits that will be required by the City and of all requirements for complete applications for such Permits.
 - c. Advise MBP in writing within 30 days of any other Permits that, to the knowledge of the City, will be required by any other governmental agency, and, to the knowledge of the City, all requirements for complete applications for such Permits.
 - d. Process the Amendment application and all Permit applications at a staff level expeditiously and advise MBP of the status of such processing upon request.
 - e. Schedule all required hearings at the earliest possible date convenient to MBP.

f. Upon request of MBP, provide all pertinent information necessary for MBP to fulfill its responsibilities under this MOU.

3. The City will waive all Amendment and Permit processing fees normally charged applicants by the City, including fees for environmental review by City staff. Within 30 days of request by the City, MBP will pay all other fees and costs charged by any third party associated with the preparation and submittal of plans and documents required for the Amendment and Permits.

4. Each party to this MOU will at all times act in good faith in the performance of its duties and responsibilities under this MOU, will use its best efforts to assist the other party, and will be courteous, helpful, cooperative with, and appreciative of the other party.

5. The Parties agree that in the event of approval of the Amendment and Permits, they will enter into a further memorandum of understanding regarding the development (construction), operation, and maintenance of the Dog Park.

6. MBP will furnish to the City the names and telephone numbers of two representatives of MBP, each with authority to act alone on behalf of MBP, and who will act as the contacts with the City concerning the subject matter of this MOU. MBP will notify the City in writing if a representative can no longer serve and will provide the name and telephone number of a replacement.

The City will furnish MBP the names and telephone numbers of two representatives of the City, each with the authority to act alone on behalf of the City, and who will act as the contacts with MBP concerning the subject matter of this MOU. The City will notify MBP in writing if a representative can no longer serve and will provide the name and telephone number of a replacement.

7. Written notice to the respective parties will be provided as follows:

To the City:

City of Morro Bay
Department of Recreation & Parks
Attention: Director
Morro Bay, CA 93442

To MBP:

Morro Bay Pups
2988 Birch Ave.
Morro Bay, CA 93442

8. This MOU shall be effective upon approval by the City Council and execution by the Parties. The persons executing this MOU represent that they are duly authorized by the party they represent to execute and bind that party. This MOU is the final, complete, and exclusive

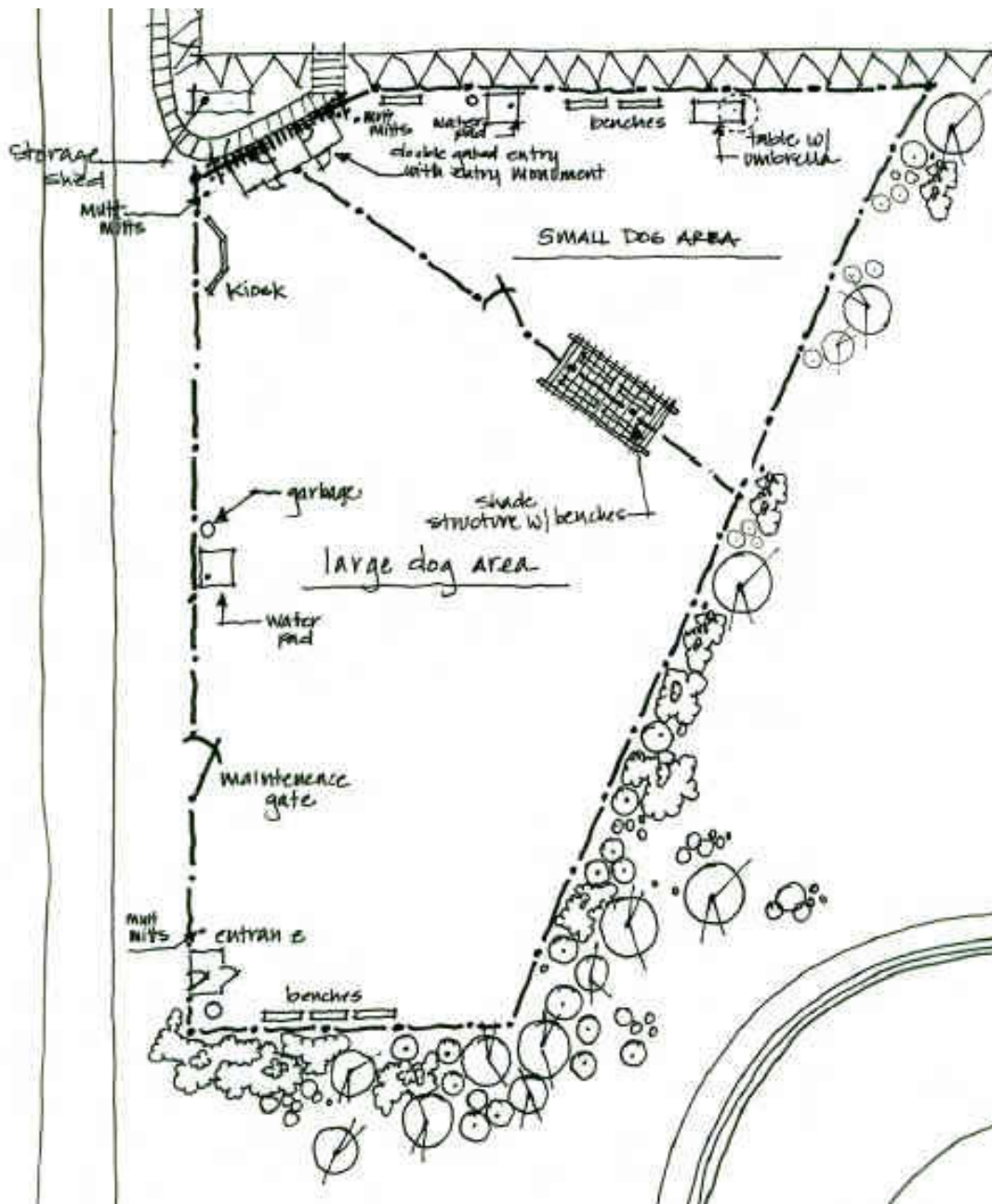
statement of the terms of the understanding between the Parties, supersedes all previous understandings between the Parties as to its subject matter, and may be amended only in a further writing executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed at Morro Bay, California, on the dates written below.

| | |
|--|--|
| <p>CITY OF MORRO BAY</p> <p>_____</p> <p>Janice Peters, Mayor</p> <p>Date:</p> <p>ATTEST:</p> <p>_____</p> <p>Bridget Bauer, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Rob Schultz, City Attorney</p> | <p>MBP</p> <p>By: _____</p> <p>Mary Stallard, President</p> <p>Date:</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Steve Eckis</p> |
| | |

Appendix D: Sample dog park layout (based on Vineyard Dog Park in Templeton)

Park design is dependent upon location, size, and existing landscaping. We recommend that a dog park be a minimum of 1 acre in size with at least two cross-fenced areas to allow for segregation of dogs (i.e. big dogs, small dogs, special events, or closing of one area for occasional maintenance). Like all parks, dog parks should have park benches, picnic tables, shade, trash receptacles, and water. Fencing should be appropriate to its location. A simple post and rail wood fencing is appropriate in a rural setting. Chain link may be more appropriate in an urban setting. Ground cover such as wood chips is attractive, low cost to maintain, functional in absorbing odors, and ensures that the park can be used during rainy seasons.



Appendix E: FAQ on SLO County Dog Parks

1. How many people use a dog park?

A dog park is a passive use park so precise statistics are hard to provide on usage. Between the hours of 9 am – 10:30 am, Vineyard Dog Park has an average of 10 cars in the parking lot. From 4 pm – 6 pm (or sunset), Vineyard Dog Park has on average 12 cars in the parking lot. Between 10:30 and 4 pm, we have on average 3 cars in the parking Monday through Friday, and 6 cars on Saturday and Sunday. During the week, most cars have a single occupant and dog. On the weekends, many cars have 2 or more occupants.

Vineyard Dog Park is located within walking distance to residential neighborhoods so we have additional park visitors not included in the car count.

During hot summer days, we'll see more visitors in the early morning and early evening hours and few during mid-day.

On average, park visitors stay about 20 to 30 minutes. Several park regulars will visit our park twice a day and stay for about an hour.

2. Are dog parks noisy?

Dogs generally bark to get attention or to sound a warning of intruders. In a dog park, dogs are usually too busy playing to bark. The dog park is large enough that dogs are not defensive in protecting their territory. However, dogs do bark occasionally, park visitors will talk loudly or laugh, and children will on occasion scream with excitement during play. SLO County Parks did a noise study of Vineyard Dog Park and found that highway noise and noise from the adjacent school yard was consistently louder than noise from the dog park.

Well-exercised and well-socialized dogs are much quieter in public areas and at home. So the more running and playing a dog does, the less likely that it will play-bark or engage in nuisance barking

3. Are dog parks dirty and smelly?

Most dog owners that visit a dog park are very responsible in cleaning up after their pets. There is considerable peer pressure on park patrons to do so. Many dog park visitors will pick up **any** waste that they find in the park, not just that from their own dog. Dog park visitors know that is a privilege to have a dog park in their community and are committed to keeping it clean for everyone. SLO County Parks has conducted several inspections of Vineyard Dog Park and did not find a basis for any concerns on sanitation.

Dog parks are generally far cleaner than other public areas in a community.

4. Are there a lot of dog fights in a dog park? How are dog fights prevented and managed?

Since dog parks are neutral territories for visiting dogs, it is highly unlikely that they will try to protect their turf. Animal behaviorists have known for years that dogs are less likely to be aggressive with each other when off-leash than when they are on leash.

Dog fights are a rare occurrence in a dog park but can happen. Park rules forbid “Aggressive Dogs” in the park and aggressive dogs are asked to leave the park immediately. Park rules also forbid unneutered adult male dogs in the park because of their higher risk of aggression. We post educational notices on our park kiosk for dog owners to recognize aggressive dog behavior to prevent a dog fight and what to do if a fight should occur. In our park, we have several long-handled push brooms prominently mounted along the fence which can be used to safely separate and distract dogs. We also have many squirt bottles, hoses, and noisemakers which can also be used to diffuse a fight. Our rules also require that owners are responsible for their dog’s behavior and must pay for any injuries a dog inflicts on another dog.