

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2021 **48**

Introduced By: Mr. Ali

**A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE CITY OF BROOK PARK FOR THE
ESTABLISHMENT OF AN OFF-LEASH DOG PARK AND AUTHORIZING
THE MAYOR TO NEGOTIATE AND ENTER INTO A SIMILAR
MEMORANDUM OF UNDERSTANDING WITH NEIGHBORING
MUNICIPALITIES**

WHEREAS, the Cities of Brook Park and Middleburg Heights desire to enter into a memorandum of understanding for the establishment of an off the leash dog park ("Dog Park") located in the City of Middleburg Heights on real estate owned by the City of Middleburg Heights at 18825 Sheldon Road; and

WHEREAS, other municipalities have expressed interest in participating in the Dog Park; and

WHEREAS, the Dog Park will be available for the benefit and exclusive use of residents of participating municipalities and their dogs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the City of Brook Park for the establishment of a Dog Park, a copy of which is attached hereto and marked "Exhibit A".

Section 2: That the Mayor is hereby authorized to negotiate and enter into similar Dog Park agreements with neighboring municipalities.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 6-22-21

David Bortolotto
President of Council

Attest: M Meola
Clerk of Council

Approved On: 6-23-2021

Presented to Mayor: 6-23-21

Matthew Costello
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>X</u>	_____
Ference	<u>X</u>	_____
Grech	<u>X</u>	_____

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2021-48 adopted by the Council of the City of Middleburg Hts., on 6/22/21 was posted for a period of fifteen days, beginning 6/23/21 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2021-48 passed on the 22nd day of June 2021 by said Council.

Mary Ann Meola
Clerk of Council

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the date shown on the signature page herein below, by and between the **CITY OF BROOK PARK** (hereinafter referred to as “Brook Park”) and the **CITY OF MIDDLEBURG HEIGHTS** (hereinafter referred to as “Middleburg Heights”);

WHEREAS, Brook Park and Middleburg Heights are entering into a non-exclusive joint venture for the establishment of an off the leash dog park (hereinafter “Dog Park”), located in the City of Middleburg Heights, Ohio at 18825 Sheldon Road; and

WHEREAS, the Brook Park and Middleburg Heights are desirous of memorializing in writing their negotiated agreement concerning this proposed activity, pursuant to various, several and certain terms and conditions negotiated to agreement by and between themselves, and herein-after set forth in this instrument.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set out in this Agreement, and for other good, valuable, and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Brook Park and Middleburg Heights do hereby mutually covenant and agree that:

1. Brook Park shall match Middleburg Heights’ contribution of \$35,000.00 in 2021 for the capital budget for, and the insurance costs associated with, the establishment of the Dog Park. The amount contributed for initial improvements by the City of Brook Park shall be \$35,000.00. All other capital expenditures shall be shared equally by the participating municipalities.
2. Phase One of the Dog Park shall include fencing, site excavation, material replacement, plumbing facilities, trash cans and signage.

3. By-laws and day to day operations are the responsibility of the City of Middleburg Heights.
4. Middleburg Heights shall be responsible for the pick-up of refuse cans, customary inspections (to maintain good order), and grass and weed cutting.
5. Any repairs needed to the fencing and/or grounds of the dog park as the result of ordinary and normal use shall be the responsibility of Middleburg Heights.
6. For the duration of this Agreement, Middleburg Hts. shall maintain adequate insurance on the Dog Park and said insurance will name a participating municipality as an additional insured on its policy. The insurance will include liability coverage of \$1,000,000.00 combined single limit with an umbrella policy in an amount of not less than \$5,000,000.00 over the primary coverage. The parties agree that each year a participating municipality shall reimburse Middleburg Heights its proportionate share, of the amount paid by Middleburg Heights, to maintain said insurance. In the event that a deductible payment is required to be paid then the parties shall divide the amount equally among the participating municipalities.
7. Upon approval by the parties, this Memorandum of Understanding shall become effective and remain in force for one (1) year thereafter. Either party may terminate this Memorandum of Understanding by giving the other party written notice at least thirty (30) days prior to its expiration date. In the event that neither party exercises the right to terminate this Memorandum of Understanding then it shall automatically renew each year if no notice to terminate is given by either party.

8. The Dog Park will be available for the benefit and exclusive use of residents of participating municipalities and their dogs, and others as permitted by the City of Middleburg Heights.
9. A Dog Park Advisory Board (“Board”) shall be created, each member appointed for a two (2) year term, and appointed as follows:
 - A. One (1) member appointed by the City Council of a participating municipality;
 - B. One (1) member appointed by the Mayor of a participating municipality;
 - C. Two (2) members appointed by the Middleburg Heights City Council; and
 - D. One (1) member appointed by the Middleburg Heights Mayor.

The Board shall elect at its first meeting, and thereafter at its first meeting of each year, a Chair, Vice Chair, and Secretary.
10. Meetings of the Board shall be held on a regular basis, as determined by the Board, but not less than once per year. The initial meeting of the Board shall be held within sixty (60) days of the initial approval of this Memorandum of Understanding by the City of Middleburg Heights. All meetings shall be open to the public.
11. The Board shall hear suggestions and recommendations of the Brook Park Barkers and other volunteer organizations and be charged with assisting the Cities by providing recommendations regarding the following:

- A. By-laws/rules for the Dog Park;
- B. Proposed capital improvements for the Dog Park;
- C. Suggestions for the safe and orderly operation of the Dog Park.

12. This Memorandum of Understanding constitutes the entire agreement between the parties regarding the subject matter and all prior conversations and writing are merged herein and it shall not be modified unless in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement, this ____ day of _____, 2021.

CITY OF BROOK PARK:

CITY OF MIDDLEBURG HEIGHTS:

By: MICHAEL GAMMELLA
Title: Mayor



By: MATTHEW CASTELLI
Title: Mayor