

## **MUNICIPAL ORDER 24-2018**

### **A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE OWENSBORO DOG PARK ASSOCIATION ESTABLISHING A DOG PARK IN LEGION PARK; AND FURTHER ESTABLISHING SPONSORSHIP FUNDING.**

**WHEREAS**, the City owns and maintains Legion Park, a 23.75 acre park which was acquired in 1894 and is the second oldest park in the City; and

**WHEREAS**, the Owensboro Dog Park Association is a local association composed primarily of citizens of the City who love, admire, and own dogs as much-beloved pets and companions; and

**WHEREAS**, many communities across this Commonwealth and the United States are creating “dog parks” for the benefit of their citizens who own and love dogs; and

**WHEREAS**, the City and Owensboro Dog Park Association have engaged in discussions and negotiations for the creation of a dog park in Legion Park and seek to formalize the same.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor of the City of Owensboro, Kentucky, be, and he hereby is, authorized and directed to execute a Memorandum of Agreement, which shall automatically renew each year, by and between the City of Owensboro, Kentucky and the Owensboro Dog Park Association, for purposes of locating and building a dog park in Legion Park.

**Section 2.** That the Mayor, City Manager, City Engineer and other city staff be, and they hereby are authorized to execute any and all other agreements, instruments or

documents necessary and appropriate to effectuate and implement this Memorandum of Agreement and/or documents related thereto.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING**, this the 16th day of October, 2018.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, made and entered into this \_\_\_\_ day of October, 2018, by and between the CITY OF OWENSBORO, 101 E. Fourth Street, P.O. Box 10003, Owensboro, KY 42302-9003, a municipal corporation of the home rule class, hereinafter referred to as "CITY," and the OWENSBORO DOG PARK ASSOCIATION, 2839 New Hartford Road, Owensboro, KY 42303, an association of citizens, hereinafter referred to as "ODPA." CITY and ODPA may also be identified collectively throughout this Memorandum of Agreement as the "PARTIES."

WHEREAS, CITY is a municipal corporation that owns and maintains for the benefit and enjoyment of its citizens and visitors approximately twenty-four (24) parks, including Legion Park, a 23.75 acre park which was acquired in 1894 and is the second oldest park in the City. Many of the parks owned by CITY are focused on specific sports, exercises, and activities, such as baseball, tennis, soccer, golf, skateboarding, etc.; and

WHEREAS, ODPA is a local association composed primarily of citizens of the City who love, admire, and own dogs as much-beloved pets and companions; and

WHEREAS, many communities across this Commonwealth and the United States are creating "dog parks" for the benefit of their citizens who own and love dogs; and

WHEREAS, the PARTIES have engaged in discussions and negotiations for the creation of a dog park in Legion Park and seek to formalize the same in this document.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the PARTIES hereto agree as follows:

**Section 1. Location of Dog Park:** The Owensboro dog park shall be approximately two (2) acres in size and located in Legion Park, 3047 Legion Park Drive, Owensboro, KY 42303. A map of the park is attached here to as Exhibit "A," and incorporated herein.

**Section 2. Funding of Dog Park:**

(1) CITY acknowledges receipt of \$\_\_\_\_\_, as of the date of this agreement, which was raised by ODPa for purposes of locating and building a dog park in the City. ODPa acknowledges that the CITY will not contribute funding to the building of the dog park, although the CITY will have its employees mow the dog park and perform routine maintenance as a part of Legion Park.

(2) CITY shall utilize funds received for construction of the dog park. Any funds referenced in Section 2(1) remaining after initial construction shall be held by CITY for future maintenance costs of the dog park. Donations designated for the maintenance and upkeep of the dog park shall be accepted by the CITY and used solely for the dog park.

(3) Future funding of the dog park may be through private sponsorships, who may become sponsors and identified in signage placed in and around the area of the dog park.

(4) CITY reserves the right to relocate dog park to another location in the future. Dog park-designated funding held by the CITY may be used for said relocation.

**Section 3. Signs:** During initial construction of the dog park, the size, design and location of signs (sponsorship signs) to be placed in the dog park shall be subject to the approval of the CITY, which approval will not be unreasonably withheld.

**Section 4. Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the location and construction of a dog park on City-owned property. There are no promises, representations, covenants, undertakings, restrictions or conditions, other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns approved by the parties.

**Section 5. Governing Law and Jurisdiction:** This Agreement shall be governed by and be construed in accordance with, the laws of the Commonwealth of Kentucky in all respects, including all matters of construction, validity and performance. Any litigation regarding the terms and conditions of this Memorandum of Agreement shall be heard in the state or federal courts located in Daviess County, Kentucky.

**IN TESTIMONY WHEREOF,** Witness the signatures of the parties hereto on this the day and date first hereinabove written.

**CITY OF OWENSBORO**

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

**OWENSBORO DOG PARK ASSOCIATION**

\_\_\_\_\_  
L. Steve Castlen, Co-Chair

\_\_\_\_\_  
Patricia Martin, Co-Chair

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing agreement was subscribed, acknowledged and sworn to before me by Thomas H. Watson, Mayor and attested by Beth Cecil, City Clerk, for and on behalf of the City of Owensboro, Kentucky, on this the \_\_\_\_\_ day of October, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
Notary ID Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing Agreement was subscribed, acknowledged and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by L. Steve Castlen, Co-Chair.

\_\_\_\_\_  
NOTARY PUBLIC  
Notary ID Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing Agreement was subscribed, acknowledged and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Patricia Martin, Co-Chair.

\_\_\_\_\_  
NOTARY PUBLIC  
Notary ID Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared By:

\_\_\_\_\_  
Stephen D. Lynn  
City Attorney  
City of Owensboro  
101 E. Fourth Street  
PO Box 10003  
Owensboro, KY 42302-9003  
270-687-8556



EXHIBIT A

