

ORDINANCE NO.: 2019-095

*Authorizing the City Manager to execute a Lease and Management Agreement between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization for property located at 127 Humane Lane*

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 3rd day of December, 2019 that the City Manager is authorized to execute the attached Lease and Management Agreement between the City of Columbia and Columbia Dog Park, a South Carolina Charitable Organization, or on a form approved by the City Attorney, for the use and management of a dog park by Columbia Dog Park, a South Carolina Charitable Organization, on approximately 1.2 acres adjacent to the City Animal Services Facility at 127 Humane Lane for the annual sum of Nine Thousand Six Hundred and No/100 (\$9,600.00) Dollars.

(Funding source: 1015101-636600)


Requested by:

Assistant City Manager Simons



\_\_\_\_\_  
Mayor

Approved by:




\_\_\_\_\_  
City Manager

Approved as to form:



\_\_\_\_\_  
City Attorney

ATTEST:



\_\_\_\_\_  
City Clerk

Introduced: 11/25/2019

Final Reading: 12/3/2019



# CITY OF COLUMBIA

This lease and management agreement is made by and between the City of Columbia ("City") and Columbia Dog Park, a South Carolina charitable organization, and is effective upon the date last signed by either party hereto.

WHEREAS, the City is the owner of 1.2 (+/-) acres of land, more or less, adjacent to the City Animal Services Facility, 127 Humane Lane ("Park.")

WHEREAS, Columbia Dog Park has expressed interest in maintaining the Park exclusively for dogs and their owners; and,

WHEREAS, the City is desirous of leasing the property to Columbia Dog Park for such purposes and retaining the services of Columbia Dog Park to manage said Park for the City,

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. The City hereby leases to Columbia Dog Park and Columbia Dog Park leases from the City the real property containing 1.2 acres of land, more or less, adjacent to the City Animal Services Facility, 127 Humane Lane, as is currently used for the benefit of dogs and their owners.
2. The term of the lease agreement is for three years from the date this lease agreement is signed, unless earlier terminated as provided for herein.
3. The City agrees to pay Columbia Dog Park Nine Thousand Six Hundred Dollars and zero cents (\$9,600.00) annually, in equal monthly installments, to manage the Park as set forth in this agreement and the agreed-upon rules for the Park attached under cover of this agreement. Columbia Dog Park will provide the City with a monthly accounting showing how these funds were spent within thirty (30) days from the end of the preceding month. The City shall have the right to demand an accounting and to audit Columbia Dog Park's books at any time, as the City may request.

4. Columbia Dog Park agrees to do the following:

- a. Provide registration for Columbia Dog Park members and maintain a register of members during the term of the lease agreement. The City shall have the right to inspect such records at any time as it may, from time to time, request. Columbia Dog Park will make records immediately available upon request. Upon termination of this lease agreement, Columbia Dog Park will provide the City with the records.
- b. Columbia Dog Park members will be allowed to use the Park at any time it may be open for an annual fee of \$50.00. All membership and nonmember fees collected by Columbia Dog Park will be used by Columbia Dog Park to operate and maintain the Park. Columbia Dog Park will provide the City with a monthly accounting showing the fees collected and how these funds were spent. The City shall have the right to demand an accounting and to audit Columbia Dog Park's books at any time, as the City may request.
- c. Submit proposed rules and regulations to the City's Director of Parks and Recreation for approval.
- d. Purchase and maintain during the term of this lease agreement a general liability policy of insurance in its name, with the City of Columbia named as an additional insured, in an amount not less than six hundred thousand (\$600,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars aggregate combined single limit for bodily injury, personal injury and property damage. The policy shall provide that the insurer will provide written notice to the City at least thirty (30) days prior to the cancellation, termination or modification of the City's coverage.
- e. Non-members and members of the general public will be allowed to use the Park on Sundays from 2pm-6pm (September 30th - April 30<sup>th</sup> ) and 5pm - 9pm (May 1<sup>st</sup> - August 31<sup>st</sup> ).
- f. Non-members must keep in their possession valid shot records of their dog prior to and during attendance at the Park.

g. Non-members must sign a registration form in order to attend on designated Sundays.

5. The City agrees to maintain:

- a. The site for use as a dog park by maintaining the existing fencing, parking lot, to provide water and signage as the City deems appropriate in its sole discretion.
- b. Utilities to the site (Water and Electricity).

The Columbia Dog Park will monitor the behavior of its members and nonmembers and their dogs while in the park.

- 6. Columbia Dog Park and the City will jointly be responsible for additional maintenance of the Park. Maintenance by the City will be at such levels as the City deems appropriate in its sole discretion.
- 7. The use of the leased property is limited to use as a dog park. No other use of the property is allowed under the terms of this lease agreement.
- 8. This lease agreement is made subject to all state and local laws, regulations and ordinances. Columbia Dog Park shall be responsible for securing any and all permits and licenses necessary for the operation of the dog park.
- 9. This lease agreement will terminate as follows:
  - a. Upon thirty (30) days after mailing written notice to Columbia Dog Park by the City.
  - b. Automatically upon the expiration of the term.
  - c. In the event Columbia Dog Park violates one or more of the terms and conditions set forth herein and fails to cure such breach within ten (10) days after the mailing of written notice thereof.
  - d. Upon termination, the City shall cease monthly installment payments to the Columbia Dog Park beginning with the next month's installment.

