

July 12, 2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RED LODGE
AND
RED LODGE DOUBLE DITCH DOG PARK USERS**

On this ___ day of _____, 2016, this Memorandum Of Understanding ("MOU") is made and entered into by and between the City of Red Lodge, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 9, Red Lodge, Montana 59068, hereinafter referred to as the "City" and the Red Lodge Double Ditch Dog Park Users, represented by Corey Thompson, coreycoqthompson@gmail.com, hereinafter referred to as the "Dog Park Users".

WITNESSETH

WHEREAS, the Parties have discussed the contents of this MOU and acknowledge that they understand their respective expectations and that each party intends to perform the expectations in good faith as stated hereunder, and

WHEREAS, Double Ditch Dog Park is located in the City, generally identified as located in the vicinity of Rodeo Road State and Highway 78, whose properties were dedicated by the Red Lodge City Council on October 14, 2014 as an official City Park with continued use as a dog park, identified on the attached map, and

WHEREAS, both Parties agree that the continued existence and operation of Double Ditch Dog Park is in the best interest of the public, and

WHEREAS, to further Double Ditch Dog Park's existence and availability to the public, the Parties enter into this MOU to provide services and necessities for Double Ditch Dog Park without charge to the other Party.

NOW, THEREFORE, in light of and furtherance of the matters set forth in the above recitals, the City and the Dog Park Users agree as follows:

The Dog Park Users shall endeavor to:

1. Pick up and dispose of trash, including dog waste. Inform the City if the waste cans or dumpsters need to be emptied, fixed or if additional ones are required.
2. Keep dog waste dispensers stocked.
3. Participate in workdays no less than once annually to maintain or improve facilities in order to maintain the quality of the park. The City Planner will coordinate the dates for the workdays and the activities to be conducted.

4. Disseminate information from the Parks, Trees and Recreation Board to interested persons included at dogparkredlodge@gmail.com. Confirm to the Board by March of each year that the contact email is current.
5. Provide proposals for ongoing maintenance or renovations to the City Planner in advance of any such work to be conducted by the Dog Park Users.
6. Identify needed maintenance or renovations to the City Planner that may need to be conducted by the City.
7. Consider providing financial assistance as available and agreed by the Parties from the Dog Park Users fiscal sponsorship by the Red Lodge Area Community Foundation to assist in improvements to the Dog Park.

The City shall:

1. Maintain liability coverage through the Montana Municipal Interlocal Authority in order that the volunteers for the Dog Park Users are a Covered Party consistent with Section 5.2.3 of the MMIA Memorandum of Liability, July 1, 2015 or subsequently updated, in that Covered Party is defined as “All persons who perform a service on a volunteer basis for a Member Entity” (City of Red Lodge) “provided such performance is under the direction and control” (MOU) “of the Member Entity.”
2. Provide funding for maintenance and improvements to the Dog Park through the Red Lodge Parks, Trees and Recreation Board budget. This would also include additional trashcans and/or dumpsters as needed.
4. Mow grass on a regular basis.
5. Repair fencing.
6. Provide weed control, with advance notice to the Dog Park Users.

General Provisions:

1. The term of this MOU is for five years commencing on the date specified above. The Parties may extend this MOU at that time.
2. All interested Parties will work together in good faith to accomplish the purposes of this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first herein above written:

Mayor, City of Red Lodge, Montana

Witness

Notary Public

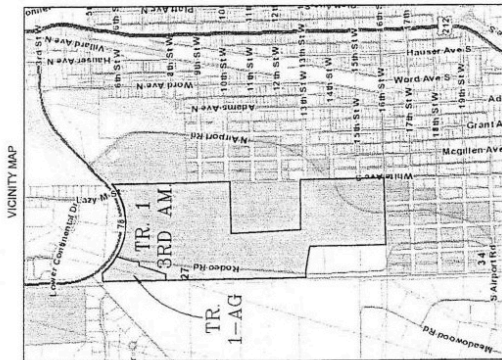
Red Lodge Double Ditch Dog Park Users Group Representative
Corey Thompson, coreycogpthompson@gmail.com, 406-425-3980

Witness

Notary Public

CERTIFICATE OF SURVEY NO. _____

SURVEY TO CREATE A TRACT OF LAND PURSUANT TO SECTION 76-3-207 (1)(c), MCA, LYING IN TRACT 1 AMENDED OF SURVEY 1811-2ND AMENDED (DOCUMENT 313041) WHICH IS LOCATED IN THE SW1/4NW1/4 AND W1/2SW1/4 OF SECTION 27, T.7S, R.20E, P.M.M., CARBON COUNTY, MONTANA



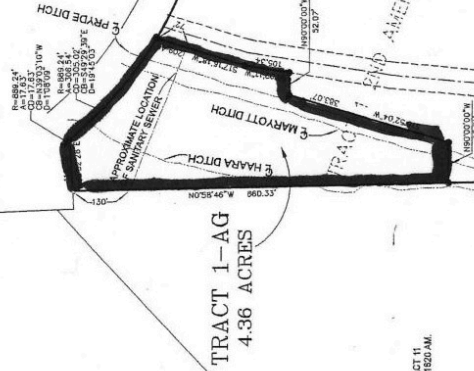
SURVEYED BY: RED LODGE SURVEYING INC.
15 TWO WILLOW LANE, STE. B
RED LODGE, MT 59068

DURING: JANUARY OF 2019

LANDOWNER: CITY OF RED LODGE



SCALE: 1" = 100'
0 50 100 150 200 250 300



QUARTER CORNER OF SECTION 27, T.7S, R.20E, P.M.M. FOUND REBAR WITH D.B. VA-H.K.M.

C.O.S. 1811 2ND AMENDED

TRACT 11
C.O.S. 1820 AM.

PERIMETER BOUNDARY DESCRIPTION

Tract 1, 2nd Amended of Certificate of Survey No. 1811 - 2nd Amended (Document No. 313041) Located in the SW1/4NW1/4 and W1/2SW1/4 of Section 27, T.7S, R.20E, P.M.M., Carbon County, Montana, Containing 66.66 Acres more or less and all according to the attached Certificate of Survey, Subject to assessments and/or rights-of-way of record, apparent on the ground, and/or reserved per this Survey.

LANDOWNER'S CERTIFICATION

I, the undersigned, certify that the information on this certificate is true and correct to the best of my knowledge and belief.