

ORDINANCE NO. 2012-14

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE
ESTABLISHING THE COMPENSATION
OF THE ANIMAL WARDEN FOR
MAYFIELD VILLAGE, OHIO**

WHEREAS, beginning in 1999, Village Council appointed an independent contractor to perform the duties of the Animal Warden; and

WHEREAS, Council, at that time, entered into a contract with Greg Miller Animal Control Services, Inc. being appointed as the Village's Animal Warden and setting forth the compensation and duties related to such position; and

WHEREAS, at this time, the Village Council wishes to enter into a new agreement with Greg Miller Animal Control Services, Inc. (now also known as A & S Animal Control) (hereinafter collectively "Miller") for a period of two (2) years to perform various animal control services as required by the Ordinances of Mayfield Village and/or the State of Ohio.

BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. From and after January 1, 2012 Miller is appointed to act as the Village's Animal Warden and shall so act for a period of two (2) years thereafter, until December 31, 2013. Miller shall be employed pursuant to the terms and conditions set forth in the Agreement attached hereto and incorporated herein by reference as Exhibit A. Miller shall be compensated at a rate of Seven Hundred Fifteen Dollars (\$715.00) per month for performing the duties of the Village's Animal Warden.

SECTION 2. The Council finds and determines that all formal actions of the Council relating to the enactment of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the immediate preservation of the health, safety and welfare of the residents of Mayfield Village for the reason that such plan was necessary to encourage orderly

development in Mayfield Village. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.



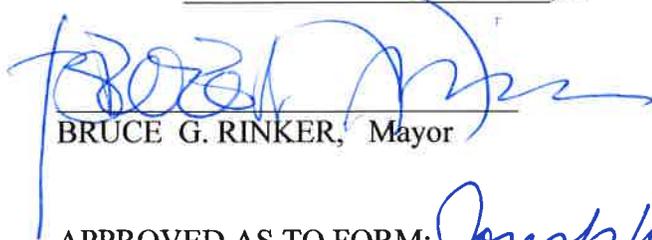
WILLIAM BUCKHOLTZ
Council President

First Reading: March 19, 2012

Second Reading: Suspended, 2012

Third Reading: Suspended, 2012

PASSED: March 19, 2012



BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:



JOSEPH W. DIEMERT, JR.
Director of Law

ATTEST:



MARY E. BETSA, Clerk of Council

AGREEMENT

This Agreement is made by and between Greg Miller Animal Control Services, Inc., now also known as A & S Animal Control, (hereinafter collectively "Miller") and Village of Mayfield (hereinafter Mayfield Village") this 1st day of January, 2012.

WHEREAS, Mayfield Village desires to contract with Miller to provide various animal control services for Mayfield Village and Miller desires to provide such services upon such terms and conditions as set forth in this agreement.

Now therefore, in exchange of the mutual covenants contained herein the parties agree to the following:

1. Term- the terms of this Agreement shall be for a period of two years commencing on January 1, 2012 to December 31, 2013. Upon mutual agreement, Mayfield Village shall have the right to renew this Agreement for an additional two year period with an agreed upon rate increase, not to exceed ten percent (10 %) of the next two year term.

2. Duties

A. Miller agrees to act as the Animal Warden for Mayfield Village and shall perform such duties and have such responsibilities and authority as may be provided by State law or the Ordinances of Mayfield Village, or any amendments made thereto, for the office of Animal Warden. Miller shall provide all equipment, supplies, personnel to effectively perform these services. Miller agrees to secure any and all permits which may be required to perform the duties of Animal Warden for Mayfield Village.

B. Our duties include any complaints involving domestic animals and live nuisance wild animals which that have invaded the living space of residence. Complaints include but are not limited to barking dogs, loose dogs and cats, stray dogs and cats, pet bites, pet abuse, clean up and control of pet while exercising, and neighbor disputes involving pets. We will remove stray cats and dogs and will hold them at our facility for a period of three days. We will respond to calls involving sick or injured wildlife and handle these in an appropriate manner as specified by state and local laws.

C. We assume and cooperate in attaining compliance with and enforcement of all city, county, state and federal animal regulations. These regulations include but are not limited to leash laws, nuisance laws, animal bite regulations*, animal trapping and handling of government protected animals. We will follow up and bring to the conclusion any vicious animal complaints.

* Animal bite procedures

1. Advise individuals about requirements for quarantine of animals Involved in a bite incident,
2. Monitor proper handling of animal bite procedures by the Cuyahoga County Board of Health and treating physician.
3. Provide quarantine facilities for stray domestic animals which have bitten humans. If owners are located they will be held responsible for all charges imposed.

EXHIBIT A

D. We will assist the police department when requested in all animal complaints including but not limited to safe capture, removal and relocation of animals. We will also patrol when we are needed. We will restrain and remove any animal interfering with or prohibiting police activities such as serving warrants, searching premises and securing property. We respond to traffic stops involving vehicles where animals are present.

E. We will live trap and properly handle live nuisance animals according to state and federal laws and assist residents to live peacefully with animals in your community. Nuisance animals are animals that have invaded the living space of residences. All trapping will be done following Mayfield Village's written procedures. Anything outside of these procedures will be done by authorized village employees.

F. We will provide our own kennel facilities (Pepperidge Kennel) to house and care for animals picked up. Domestic animals picked up in Mayfield Village are held for 72 hours at our licensed commercial kennel. Animals having identification on them will have the owner notified immediately either by phone or a notice placed at the location received from the I.D. Any domestic animal picked up which are diseased, injured or physically sick will be transported to the emergency pet clinic or county kennel where treatment can be given. Animals not claimed are disposed according to State Licensing Law Requirements. Owners claiming animals must pay all boarding fees as well as fees for any services performed such as transportation and veterinary bills incurred due to illness or injury before the animal is released. Owners wishing to claim their animals must give proof of ownership and license the animal before they are released.

G. We furnish all our own personnel, vehicles, insurances and radio equipment necessary for the professional performance of our duties. Equipment at our disposal includes live traps, dog traps, tranquilizing equipment, motor vehicles and trailers necessary to perform our duties.

H. Normal animal control services include 25 calls per month during regular business hours (Monday through Friday 8:00am to 4:30 pm) Additional calls will be charge on an hourly basis.

1. Emergency animal control service includes 10 calls per month, and is available after regular business hours, weekends and holidays on an hourly per call basis. An emergency call is identified as any situation determined by the caller in which our service could prevent the death or injury of any animal or person.

3. Basic Service- Mayfield Village agrees to pay Miller the sum of \$715.00 per month to handle up to 25 regular calls per calendar month, and 10 emergency calls per calendar month. All regular calls will be handled during regular business hours (Monday-Friday 8:00 a.m. to 4:30 pm, except holidays) \$25.00 per manhour will be charged for each call after the 25 calls per month. Emergency calls are calls which cannot be delayed until the next working day. \$35.00 per manhour will be charged for all emergency calls after the 10 calls per month are used. Miller will capture and hold all stray dogs found within Mayfield Village for a 72 hour period. If an owner does not claim dog within the 72 hour period, the dog will be disposed of by turning it over to the Cuyahoga County Dog Warden. Cats and other small domestic animals will be held for 72 hours, unless otherwise requested in writing, and

then disposed of. Mayfield Village agrees to pay for the boarding at a rate of \$20.00 per animal for 3 days of boarding, in accordance with the rates of schedule .1, attached hereto and expressly made a part hereof by reference. If an owner claims any animal being held by Miller, Miller is authorized to charge such owner for the boarding of their animal the amount specified in Schedule 1, attached hereto and expressly made a part hereto by reference. Additional boarding will be charged at the rate of \$20.00 per day for dogs, \$15.00 per day for cats and \$35.00 per day for vicious dogs.

4. Additional Services-Rates- Miller agrees to provide Mayfield Village with trapping service. The cost for these services shall be charged directly to Mayfield Village in accordance with the rates as specified in Schedule 1, attached hereto and expressly made a part hereto by reference. These captured animals shall be disposed of by Miller in accordance with applicable laws or regulations. Disposal of dead animals under 25 pounds is \$20.00 per animal. Disposal of dead animals over 25 pounds will be charged at a rate of \$2.00 per estimated pound.

5. Miller agrees to indemnify and hold the Mayfield Village harmless from any and all liability, whether direct or indirect, of every kind, nature and description, including attorney fees, related in any way to Miller's performance under this contract.

IN WITNESS WHEREOF, the parties hereto, after first being duly authorized, have executed this Agreement on the date first written above.

WITNESSES:

GREG MILLER ANIMAL CONTROL
SERVICES, INC., NOW ALSO KNOWN
AS A & S ANIMAL CONTROL
SERVICES

By: _____

Its: _____

MAYFIELD VILLAGE

By: _____

Its: _____

A & S Animal Control



Municipal Animal Control - Wild Animal Trapping

**ANIMAL CONTROL CONTRACT
MAYFIELD VILLAGE
January 1, 2012 to December 31, 2013**

ITEM	COST
Per month	\$715.00
# of regular calls included in proposal	25 per month excess calls \$25.00 per hour
# of emergency calls included in proposal	10 per month excess calls \$35.00 per hour
Nuisance Trapping (Mon-Fri excluding holidays)	
Setting traps	\$15.00 per location
Checking & Baiting traps	\$15.00 per day per location
Removal & Disposal	\$20.00 per animal
3 days boarding for impounded dogs & cats**	\$20.00 per animal, per 3 days boarding
If City requires additional boarding of cats or dogs	\$20.00 per day for dogs \$15.00 per day for cats \$35.00 per day vicious dogs
Deer Removal	not on contract, but available
Goose Removal	not on contract, but available
Disposal of dead animal under 25 lbs	\$20.00 per animal
Disposal of dead animal over 25 lbs	\$2.00 per estimated pound
** Owners claiming pets will be responsible for all charges incurred	

Schedule 1

7368 Oakhill Road • Oakwood Village, Ohio 44146 • (440) 232-2964 • Fax (440) 439-0534

A & S Animal Control



Municipal Animal Control • Wild Animal Trapping

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MAYFIELD VILLAGE
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Schedule 1