

RESOLUTION NO. 24-11  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gisham ON THE  
18<sup>th</sup> DAY OF July, 2011.

A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO ENTER INTO AN AGREEMENT, ON  
BEHALF OF THE CITY OF CENTERVILLE, WITH  
MANDEEP PARHAR FOR THE CONSTRUCTION OF  
A CRICKET FIELD ON PROPERTY OWNED BY THE  
CITY OF CENTERVILLE.

WHEREAS, The City of Centerville is the owner of a public park  
known as the Leonard E. Stubbs Memorial Park,  
and

WHEREAS, Mandeep Parhar, the Licensee wishes to construct at  
its own expense and utilize a cricket field at Stubbs  
Park, and

WHEREAS, the City of Centerville and the Licensee wish to  
execute an Agreement in order to reduce to writing  
their understandings of the project.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE  
HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to enter  
into an Agreement between the City of Centerville and Mandeep Parhar for the  
construction of a cricket field at the Leonard E. Stubbs Memorial Park at the  
Licensee's own expense and in accordance with specifications contained in the  
Agreement, a copy of which is attached hereto, incorporated herein, and marked  
as Exhibit "A".

PASSED this 18<sup>th</sup> day of July, 2011.

  
\_\_\_\_\_  
Mayor, City of Centerville, Ohio

ATTEST:

Debra A. James  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 24-11, passed by the Council of the City of Centerville, Ohio, on the 18<sup>th</sup> day of July, 2011.

Debra A. James  
Clerk of Council

Approved as to form, consistency with existing Ordinances, the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

CRICKET FIELD AGREEMENT

This Agreement entered into at Centerville, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Centerville, Ohio, an Ohio municipal corporation (hereinafter "the City") and Mandeep Parhar, (hereinafter known as "the Licensee").

WITNESSETH:

WHEREAS, the City is the owner of a public park known as Stubbs Park which is located on the north side of West Spring Valley Road in the City; and

WHEREAS, the Licensee wishes to construct at its own expense and utilize a cricket field (hereinafter "the Project") at Stubbs Park as set forth in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the parties hereto are executing this Agreement in order to reduce to writing their understandings as to the Project.

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties hereto agree as follows:

1. NON-EXCLUSIVE REVOCABLE LICENSE. The City hereby grants to the Licensee a non-exclusive revocable license to construct the Project at Stubbs Park as set forth in Exhibit "A." "Non-exclusive" means that the Licensee shall have only priority use of the area on which the Project is located and that members of the general public shall retain the right to use said area when same is not being used by the Licensee. The construction and maintenance of the Project shall be at the sole cost of the Licensee.

2. LIENS. In connection with the construction and maintenance of the Project, the Licensee shall keep the real estate upon which the Project is located free from any liens and, in the event any lien is filed, shall promptly cause the removal of same.

3. THE CONSTRUCTION FOR THE PROJECT. The construction for the Project shall consist of the placement of a concrete pad within the area designated in Exhibit "A" and covered with a durable, synthetic grasslike surface at the existing established grade level, so as not to create an impediment or trip hazard to other individuals utilizing the park. The Licensee may also place a small durable vandal resistant storage box for the storage of stakes and other cricket equipment within the area of the Project.

4. BASIC TURF MAINTENANCE AND SPECIAL MAINTENANCE. The City will continue to perform its basic turf maintenance to, and mowing of, the area of the Project as it has in the past. Mowing is generally weekly or bi-weekly. Any special requirements for the Project such as regrading of the field, reseeding, and/or special fertilizer or weed control applications may only be undertaken at Licensee's expense and only with advance notification to and approval by the Director of Public Works. The present Director of Public Works is Rob James (428-4725). The City makes no

assurances regarding the condition of the field, turf conditions levelness of the play area or other matters; it being understood that the Licensee accepts the Project area as is.

5. SIGNAGE. The City, at the request of the Licensee, shall post signs as it deems appropriate indicating that the Licensee has priority use of the Project area for practices and pre-scheduled games but will not be in any way responsible for the enforcement of same.

6. TERMINATION. Either party may terminate this Agreement for any reason by the giving of thirty (30) days prior written notice to the other party. In the event of termination, the Licensee, at its own expense, shall cause the removal of any construction or other items placed in the area of the Project and the restoration of the area to the condition it was in prior to the undertaking of the Project.

7. NOTICES. Any notice to be given hereunder shall be in writing and delivered or mailed to the following:

The City:

City of Centerville  
100 West Spring Valley Road  
Centerville, Ohio 45458-3759  
Attn: Gregory B. Horn, City Manager

The Licensee:

Mandeep Parhar  
7735 Paragon Road  
Centerville, Ohio 45459-4051

Either party may change the address at which notices are to be sent by giving written notice of the new address to the other party.

8. INDEMNIFICATION AND HOLD HARMLESS. Licensee agrees to indemnify and hold harmless the City from and against any and all claims, causes of action, suits and demands arising out of the Licensee's use or occupancy of the Project area. In the event that any claim or demand is made against the City, any suit is filed or any cause of action is claimed, the City shall immediately notify the Licensee and the Licensee, at the sole option of the City, shall immediately provide the City with a legal defense or reimburse the City for the cost of defense including the payment of any damages, court costs, reasonable legal fees and other related expenses which the City has reasonably incurred.

9. MISCELLANEOUS. This Agreement represents the entire understanding between the parties and supersedes any prior written or oral agreement. No amendment or modification shall be effective unless in writing and signed by authorized representatives

of both parties. The terms of this Agreement shall be governed by the law of the State of Ohio.

Witness:

CITY OF CENTERVILLE, OHIO

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By: \_\_\_\_\_  
Gregory B. Horn, City Manager

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\_\_\_\_\_  
Mandeep Parhar

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