

RESOLUTION NO. 07-05
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James E. Singer ON THE
21st DAY OF February, 2005.

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT, ON BEHALF OF
THE CITY OF CENTERVILLE, WITH DR. KETAN S.
SHAH 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, Dr. Ketan S. Shah, 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 Dr. Ketan S. Shah 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 21st day of February, 2005.

C. Mark Keyes
Mayor of the City of Centerville, Ohio

ATTEST:

Maril J. McLaughlin
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 07-05, passed by the Council of the City of Centerville, Ohio, on the 21st day of February, 2005.

Maril J. McLaughlin
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 _____, 2005 by and between the City of Centerville, Ohio, an Ohio municipal corporation (hereinafter "the City") and Ketan S. Shah, M.D. (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:

Ketan S. Shah, M.D.
3120 Governor's Place Blvd.
Dayton, Ohio 45409

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.

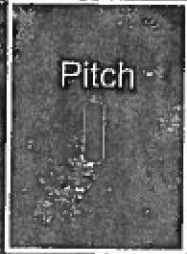
Witness:

CITY OF CENTERVILLE, OHIO

By: _____
Gregory B. Horn, City Manager

Ketan S. Shah, M.D.

Proposed Cricket Field



Pitch



1" = 300'



Map Prepared By
Centerville Planning Department

Proposed Cricket Field

Pitch



1" = 100'

Map Prepared By
Centerville Planning Department