

RESOLUTION NO. 24-05  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks A Compton ON THE  
20<sup>th</sup> DAY OF June, 2005.

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT BETWEEN THE  
CITY OF CENTERVILLE AND FAR HILLS COMMUNITY  
CHURCH TO ACT AS THE HOST SITE FOR THE VIETNAM  
VETERANS' MEMORIAL WALL EXHIBIT.

WHEREAS, The City of Centerville, Washington Township, Centerville City  
Schools, Washington-Centerville Public Library, Centerville-Washington Park District,  
Centerville-Washington Township Historical Society and Hithergreen Senior Center of  
Centerville-Washington Township will be sponsoring a Vietnam Veterans' Memorial  
Wall exhibit the week of November 7, 2005, and

WHEREAS, The Far Hills Community Church will act as the host site for this  
event.

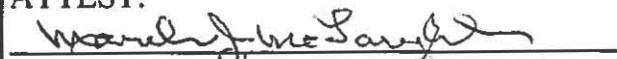
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. That the City Manager of the City of Centerville be and is hereby  
authorized to enter into an Agreement, on behalf of the public entities listed above, with  
the Far Hills Community Church, for the Church to act as the host site for the Vietnam  
Veterans' Memorial Wall exhibit, a copy of which is attached hereto and incorporated  
herein as Exhibit "A".

PASSED this 20<sup>th</sup> day of June, 2005.

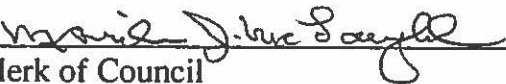
  
Mayor of the City of Centerville, Ohio

ATTEST:

  
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 24-05, passed by the Council of the City of Centerville, Ohio, on the 20<sup>th</sup> day of June, 2005.

  
Clerk of Council

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

Department of Law  
Scott A. Liberman  
Municipal Attorney

## AGREEMENT

AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2005 at Centerville, Ohio by and between the City of Centerville, Ohio an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 (hereinafter "the City") and Far Hills Community Church, a Southern Baptist Church, 5800 Clyo Road, Centerville, Ohio 45459 (hereinafter "the Church").

## WITNESSETH:

WHEREAS, the City acting for itself and Washington Township, Centerville City Schools, Washington-Centerville Public Library, Centerville-Washington Park District, Centerville-Washington Township Historical Society and Hithergreen Senior Center of Centerville\Washington Township will be sponsoring a Vietnam Veterans Memorial Wall exhibit the week of Monday, November 7, through Monday, November 14, 2005 (hereinafter "the Event"); and

WHEREAS, the Church is willing to act as the host site for the Event; and

WHEREAS, the parties hereto are entering into this Agreement in order to set all of the terms and conditions of the Event.

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

Section 1. The City shall be solely responsible for all of the work and logistics in order for the Event to be a success it being understood that the sole responsibility of the Church hereunder is to supply the site and access thereto. The City's duties shall include, but not be limited to the erection of the temporary wall which is to be supplied by Vietnam Combat Veterans, Ltd.; the location and creation of any temporary pathways, lighting, landscaping and any other temporary construction work necessary for the Event. In addition, the City shall be responsible for providing any necessary security, directional signage, portable restrooms, trash removal and any other services in order to assure the success of the event.

Section 2. As soon as the plans for the Event are finalized, representatives of the City shall meet with representatives of the Church to review same. The Church reserves the right to approve said plans and to suggest reasonable modifications. The Church agrees that it will not unreasonably withhold its approval. The City agrees that it will accept any reasonable modifications of the plans suggested by the Church.

Section 3. The City shall cause the Church to be named as an additional insured on the City's general liability insurance policy for the term of the Event in order to protect the Church from any liability in connection therewith.

**Section 4.** The Church shall allow representatives of the City free access to the area of the proposed Event and the surrounding area at all reasonable times. It is understood access will be required before the Event in order to prepare the area of the event and erect said wall and, following the Event, access will be required to dismantle the wall and to restore the area to the condition it was in prior to the Event. The City shall undertake said restoration and leave the area in the condition it was in prior to the Event as nearly as reasonably possible. It is further understood that on November 13, 2005, the City will attempt to prohibit visitor parking on the Church lot until after the Church's morning worship services are completed.

**Section 5.** The Church hereby grants to the City a license to use its parking and open space facilities in common with the Church use for use by the public during the Event. Said license for use by the public shall expire following the termination of the Event.

**Section 6.** This Agreement represents the entire agreement between the parties and supersedes any prior written or oral understanding. No amendment or modification shall be effective unless in writing, signed by duly authorized representatives of both parties. This Agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of both parties on the date first above written.

Witness:

CITY OF CENTERVILLE, OHIO

\_\_\_\_\_

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

\_\_\_\_\_

FAR HILLS COMMUNITY CHURCH

By: \_\_\_\_\_  
Its: \_\_\_\_\_