

ORDINANCE NO. 2000-46

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HERITAGE PRESBYTERIAN CHURCH AND S.A.Y. SOCCER FOR USE OF PROPERTY

WHEREAS, Heritage Presbyterian Church has agreed to provide the City of Mason and the S.A.Y. Soccer organization a portion of its property for the purpose of providing a field upon which the S.A.Y. Soccer organization can organize and conduct scheduled soccer games; and

WHEREAS, the City, Heritage Presbyterian Church and the S.A.Y. Soccer organization have agreed to terms and conditions relating to the use of said property, as more specifically set forth in the Agreement for Use of Property, attached hereto and incorporated herein by reference.

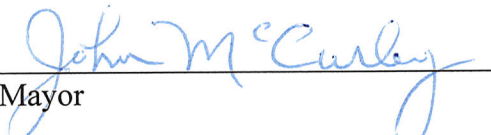
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement with Heritage Presbyterian Church and the S.A.Y. Soccer organization for use of a portion of the Church's property for the purpose of conducting scheduled soccer games.

Section 2. That the use of the property shall be governed in accordance with the terms and conditions set forth in the Agreement for Use of Property, attached hereto and incorporated herein by reference.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 24th day of April, 2000.



Mayor

Attest:



Clerk of Council

4/19/2000

AGREEMENT FOR USE OF PROPERTY

This agreement is made as of this 11th day of January, 2000, between the **CITY OF MASON**, 202 West Main Street, Mason, Ohio 45040 ("City"), **HERITAGE PRESBYTERIAN CHURCH**, 6546 Mason-Montgomery Road, Mason, Ohio 45040 ("Church"), and **MASON S.A.Y. SOCCER**, P.O. Box 28, Mason, Ohio 45040 ("S.A.Y.").

1. Subject to the terms and conditions of this Agreement, the Church grants to the City and S.A.Y. a non-exclusive license ("License") to enter upon and use the property of the Church located at 6546 Mason-Montgomery Road, Mason, Ohio 45040 ("Licensed Premises") for the sole purpose of providing an area upon which S.A.Y. can organize and conduct scheduled soccer activities.
2. The License will begin on March 3, 2000 and will continue through November 2001. Prior to the Termination Date the Church, City or Soccer Organization may terminate this Agreement at any time by providing written notice of such intent to terminate the Agreement thirty (30) days prior to such termination. The City shall have the same right to terminate this Agreement except that, in the event of such termination by the City at any time prior to November 30, 2001, the City shall remain responsible for maintaining the area comprising the soccer fields pursuant to paragraph 3 of this Agreement until November 30, 2001, and in the event of termination by the City after March 3, 2000, absent written consent from the Church to such termination by the City, the City shall remain responsible for maintaining the area comprising the soccer fields until the termination.
3. Conditions of License. This License and the City's and S.A.Y.'s use of the Licensed Premises shall be conditioned upon the following:
 - a. In the Spring of 2000, the City shall deliver all soccer goals and trash cans necessary for soccer games to be played on the Licensed Premises;
 - b. S.A.Y. & City shall empty the trashcans regularly, provide trash bags for the cans, and regularly police the area comprising the soccer fields to remove litter; added 1 more can to shelter house.
 - c. The City shall maintain the condition of the Licensed Premises throughout the year by providing all mowing services for the area as designated in Exhibit A; *area outside parking area*
 - d. In the Spring of 2000, the City shall install two (2) no parking on the grass signs;
 - e. The City and S.A.Y. shall use the Licensed Premises only in accordance with this Agreement.
 - f. S.A.Y. shall not schedule games or practices on Wednesdays or Sundays;
 - g. The Church shall have the right to cancel any games or practice by providing twenty-four (24) hours advance notice to S.A.Y. Such notice shall be provided by telephone, with directly contacting a person.
 - h. S.A.Y. shall hold practices on Mondays, Tuesdays, Thursdays and Fridays on a total of no more than six (6) soccer fields; S.A.Y. shall schedule games so that no more than five (5) fields are ever in use at any time; start times for all games shall be staggered;
 - i. S.A.Y. shall provide at its sole expense, two (2) portable toilet facilities and provide for its regular maintenance;
 - j. The Church shall have access to the Licensed Premises at all times for church purposes;

- k. Neither the City nor S.A.Y. may assign this License. Any attempt by the City or S.A.Y. shall be void and of no force and effect; and
 - l. S.A.Y. shall procure and maintain at S.A.Y.'s sole expense a liability insurance policy in an amount not less than \$1,000,000 covering all activities associated with S.A.Y.'s use of the Licensed Premises, including but not limited to the soccer games. Such policy shall include the Church as a named insured party. The City and S.A.Y. shall indemnify and hold the church harmless from liability for any personal injury or property damage resulting from S.A.Y.'s use of the Licensed Premises.
 - m. The Church shall not be responsible for payment of any costs incurred by S.A.Y. or the City pursuant to this Agreement.
4. The City and S.A.Y. acknowledge that the Church is the owner of the Licensed Premises. Neither the City nor S.A.Y. shall make any claim of right or have any interest or title in any part of the Licensed Premises. The City and S.A.Y. each agrees that the maintenance of the Licensed Premises shall not, at any time, be deemed or construed to be an adverse possession of any part of the Licensed Premises.
 5. This writing and the rights and License contained herein may not be modified except by a writing signed by all parties to this Agreement.

Executed as of the date first above written.

WITNESS:

Regina Crowe
Joan Bernard

Regina Crowe

James F. Fath

CITY OF MASON

By: [Signature]
 Title: City Manager

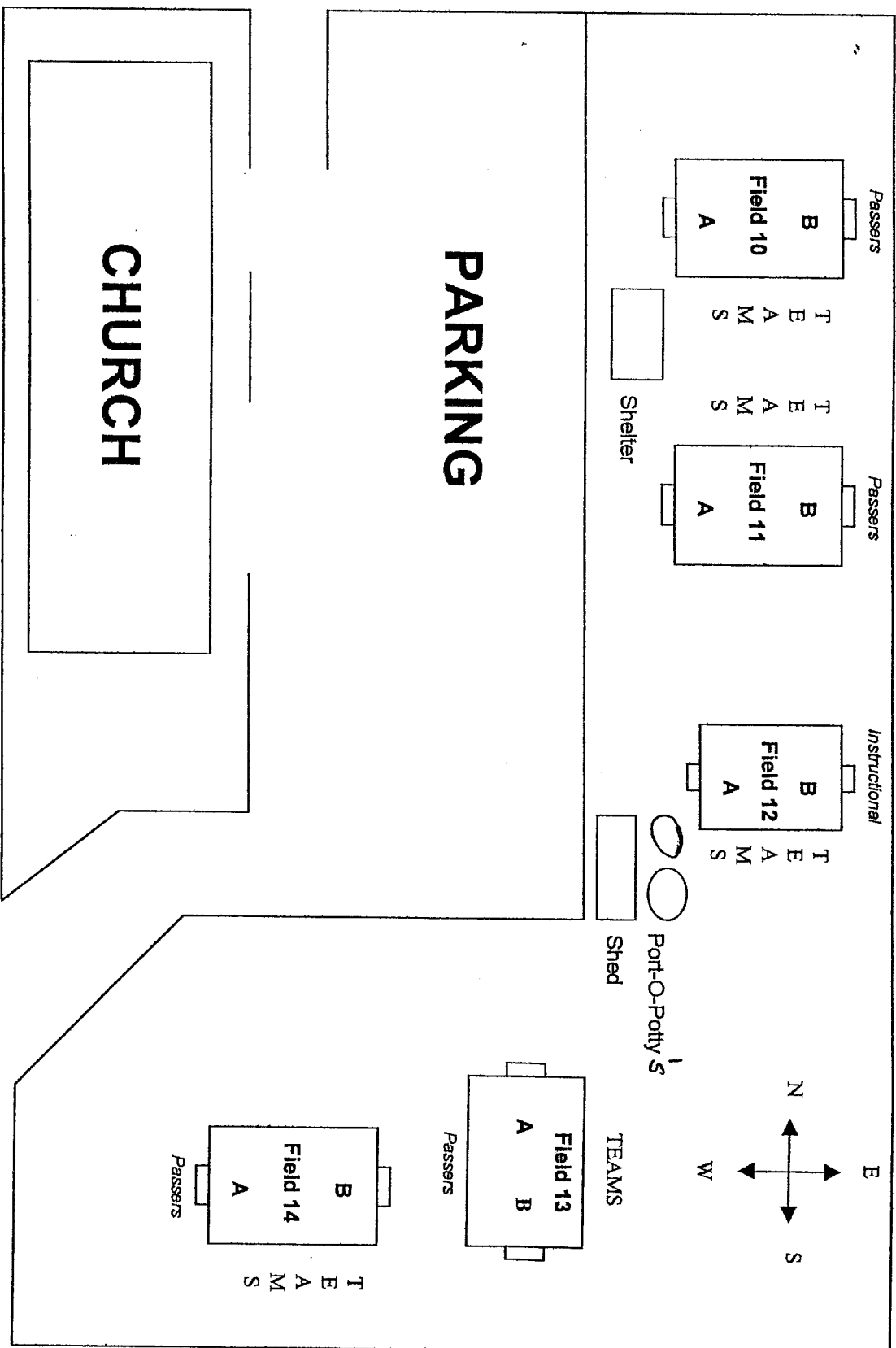
CHURCH

By: [Signature]
 Title: Chair - Bldg. + Property Dept.

MASON S.A.Y. SOCCER

By: [Signature]
 Title: President

Mason SAY Soccer Heritage Presbyterian Church Spring 2000 (Map Not to Scale)



S T I T T R O A D

MASON-MONTGOMERY ROAD

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 02/23/00	
PRODUCER GLOBE INSURANCE AGENCY INC 2619 ERIE AVE CINCINNATI OH 45208-2069			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED THE SOCCER ASSOCIATION FOR YOUTH USA 4050 EXECUTIVE PARK DR #100 CINCINNATI OH 45241			COMPANIES AFFORDING COVERAGE				
			COMPANY A SAFECO/AMERICAN STATES				
			COMPANY B				
			COMPANY C				
COMPANY D							
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	01CD7475815	3/31/99	3/31/00	GENERAL AGGREGATE	\$1,000,000	
					PRODUCTS - COMPROP AGG	\$1,000,000	
					PERSONAL & ADV INJURY	\$1,000,000	
					EACH OCCURRENCE	\$1,000,000	
					FIRE DAMAGE (Any one fire)	\$ 50,000	
					MED EXP (Any one person)	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHER	
					EL EACH ACCIDENT	\$	
					EL DISEASE-POLICY LIMIT	\$	
					EL DISEASE-EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THE GENERAL AGGREGATE STATED IS A PER LOCATION LIMIT.							
CERTIFICATE HOLDER HERITAGE PRESBYTERIAN CHURCH 6546 MASON MONTGOMERY ROAD MASON OH 45040				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Linda M. Deimling</i> Linda M. Deimling OF A			
ACORD 25-S (1/85)				©ACORD CORPORATION 1998			