

**RESOLUTION #10-0405-03**

**Approve South Liberty Park / Olentangy Youth Athletic Association (OYAA) Maintenance and Use Agreement**

**WHEREAS**, the OYAA and the Liberty Township Board of Trustees are entering into an Agreement giving the OYAA "preferred scheduling" of the field areas at South Liberty Park, and

**WHEREAS**, the term of this Agreement will be six (6) years and will be in coordination with the Township Park Supervisor, and

**WHEREAS**, the attached South Liberty Park/OYAA Maintenance and Use Agreement has been reviewed and staff is recommending the Board approve and sign the attached agreement,

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO** approves the attached South Liberty Park / OYAA Agreement as written.

This Resolution shall be in force and become effective immediately upon its execution, *and upon legal review and approval.*

Motion made by Mann and seconded by Carducci.

**Vote:** yes Ms. Carducci yes Mr. Mann yes Mr. Sybert

4-5-10  
Date

*Robert Mann*  
Robert Mann, Trustee

*Curtis J. Sybert*  
Curtis J. Sybert, Trustee

*Mary Carducci*  
Mary Carducci, Trustee

CERTIFIED BY:  
*Mark S. Gerber*  
Mark S. Gerber, Fiscal Officer

## **SOUTH LIBERTY PARK MAINTENANCE AND USE AGREEMENT**

This Agreement between the Olentangy Youth Athletic Association, an organization formed under Section 501(C) (3) of the Internal Revenue Service, with a business address of P.O. Box 496, Lewis Center, Ohio 43035 (“OYAA” or “Recreational User”) and the Board of Trustees of Liberty Township, Liberty Township Government Offices, 10104 Brewster Lane, Suite 125, Powell, Delaware County, Ohio 43065 (“Owner”) is made this April 2010 for the purposes of providing OYAA and members of the public-at-large the use of South Liberty Park for recreational use. In consideration of the value of these privileges and use, the (OYAA) Recreational User agrees as follows:

1. OYAA agrees to the standard guidelines and facility usage terms as stated in the primary Liberty Park Agreement dated February 17, 2009 and incorporated herein by reference.
2. OYAA shall be permitted to have “preferred scheduling” of the field areas in coordination with the Township Park Supervisor, for recreational purposes.
3. The term of the Agreement shall be six (6) calendar years retroactive to April 1, 2009 to March 31, 2015. Either party may terminate the Agreement after any completed specified cycle, or upon ninety (90) days notice, in the event of a breach of a duty by the other, as set forth herein. OYAA will be given the first opportunity for renewal at the end of the contract.
4. Risk Management: OYAA shall, consistent with its ongoing policy, require all members of OYAA who utilize the Premises for organized “league” events to: 1) sign a written release approved by the Township by which they commit to hold the Owner harmless for any injury incurred through their participation in formalized activity; 2) provide releases for minors which shall also be signed by their parent or guardian; 3) the OYAA shall carry a one million (\$1,000,000) insurance policy and list the Township as a “named insured”; 4) Hold Harmless Agreement from OYAA shall be signed.

5. OYAA will obtain, at its own expense, temporary toilet or port-a-potty facilities to be positioned and maintained at the Premises during the April through October cycle set forth in the Maintenance Agreement.
6. OYAA will obtain and provide mowing services for the Premises for the playing season April 1 to October 15 each year. The Township can provide this service at a cost of \$20.00 per acre for forty acres per mowing during the season, not to exceed \$16,000. The Owner reserves the right to enter the Premises at the time to perform maintenance as may from time to time become necessary or required by law.
7. OYAA and Owner agree that all organized or league events must be scheduled through the Liberty Township Park Supervisor a least one week in advance of the first game or event(s) to be scheduled and have priority use over general public use.
8. The Owner reserves the right to prohibit use of the Premises in the event of inclement weather or for health, safety, and turf conditions or other post inclement weather damage concerns and also reserves the right to hold cross country, 5K, and similar races in and on the adjoining trails which do not compete for parking or field space and which will generally not interfere with OYAA events. The Township will not schedule “competing” events unless mutually agreeable.
9. The compensation paid by OYAA for these benefits shall be contributed to the Liberty Township Park Capital Improvement Fund as follows:
  - A) Payment:

**First Year 2009:** OYAA shall donate to the Township \$5,000 for field usage plus \$5,000 for project development payable by April 1<sup>st</sup>. The OYAA agrees to this one time donation to Liberty Township for the privileges and considerations contained herein.

**Years two (2) through six (6) 2009-2015:** OYAA will make improvements in the amount of \$10,000/yr or \$60,000 over the life of the Agreement at the facility in lieu of any use, rent, or non-maintenance payment. OYAA shall provide evidence of any site improvements which shall be approved by the Township in advance. This is contingent upon Liberty Township getting initial development started on this site.

- B) Any site or "leasehold type" improvements in above years two (2) through six (6) the minimum may be applied to future leases or partially reimbursed based on subsequent negotiations.
- C) Refuse collection is provided for in this Agreement; however, extra pickups needed for the large amount of trash generated by OYAA events will be billed at "actual cost".
- D) Penalty Clause:  
OYAA must pay half of monies owed before May 1st of the first year. If monies are not received there will be a 10% penalty charge and no games will be played until payment is rendered. OYAA must pay second half of monies owed before October 1<sup>st</sup> of said year or a 5% penalty charge will be applied and no games played until payment is rendered.
- E) Escape Clause:  
If the OYAA disbands or seeks to leave South Liberty Park during their contact, OYAA must give thirty day notice and will not be refunded any funds invested for breaking the contract Agreement.

#### 10. Parking Provisions

Provision of all parking areas will be the role of the Township to create driveways and parking areas. Alleviation of any traffic concerns are the responsibility of OYAA or its individual Recreational User(s), and shall at no time be the responsibility of the Owner. Parking at the YMCA and middle school must be addressed by OYAA until parking space is created on site.

#### 11. Acceptance of Terms

Execution of this Agreement shall indicate the willingness to undertake and abide by the covenants and terms set forth herein, and by signing this Agreement the representatives of the OYAA and Township represent they have the authority to bind their respective organizations.

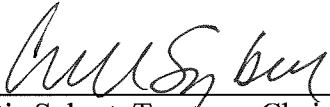
#### 12. Facility Improvement Strategy

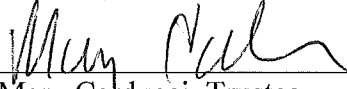
The Parties agree parking spaces, land grading and drainage strategies, water tap and water distribution systems are among the top primary/leasehold improvements needed at this Park. This includes engineering and architectural services to provide for proper drainage, elevations, grading, and aesthetics. This will also require a qualified

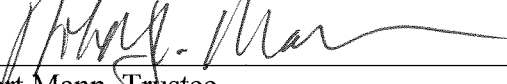
professional construction management service. All improvements will be planned and discussed with Liberty Park Supervisor, Township officials and OYAA.

- A) The owner agrees to coordinate design and initiate construction efforts using the donations and eligible funds for the YMCA site during the first year after signing the Agreement.
- B) The Owner agrees to pursue recreational trails and grants within the Park which connect to regional bike trails and nearby schools to accommodate utilization by kids and families.
- C) The Owner agrees to initiate field tile replacement, improved drainage, and the requisite engineering and irrigation systems during the first two years of the Agreement. These improvements shall be substantially completed during the first two years of this Agreement. This plan is intended to accommodate half the field space to be used during spring, winter, or fall playing seasons of each and every year phasing earthwork to accommodate field usage.
- D) The parties agree to the attached Master Plan as the "Concept Plan" provided that no structures shall be constructed which would interfere with the six (6) year plan to develop, facilitate, and implement multiple areas for baseball, soccer, football and lacrosse at this site.
- E) The Owner will work cooperatively with OYAA on field layout, design and development.

**BOARD OF TRUSTEES OF LIBERTY TOWNSHIP,  
DELAWARE COUNTY, OHIO**

  
\_\_\_\_\_  
Curtis Sybert, Trustee – Chairperson

  
\_\_\_\_\_  
Mary Carducci, Trustee

  
\_\_\_\_\_  
Robert Mann, Trustee

Per Resolution #10-0405-03

**OLENTANGY YOUTH ATHLETIC ASSOC.**

\_\_\_\_\_  
John Ustaszewski, OYAA President

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

\_\_\_\_\_  
Tim Stegner, OYAA Executive Director

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_