

SPONSOR: Brown/Smith

## ORDINANCE NO. 66-10

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF JACKSON, OHIO, AND THE JACKSON BOWHUNTERS CLUB, FOR THE RIGHT TO USE CITY PROPERTY FOR CLUB ACTIVITIES, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

**Section One.** The Service Director is authorized to enter into an Agreement between the City of Jackson, Ohio, and The Jackson Bowhunters Club (JBC), to allow JBC use of certain property in the Hammertown Lake area. A copy of the Agreement is attached hereto as Exhibit "A".

**Section Two.** This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to enter into this agreement as soon as possible in order that JCB may continue its use of City property for club activities. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

**Section Three.** In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

**Section Four.** It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 8-10-10

Rebecca B. Reardon  
PRESIDENT OF COUNCIL

Julia Brown  
CLERK OF COUNCIL

Approved:

Date: 8-10-10

Randy R. Heath  
MAYOR



## Exhibit "A"

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into between the City of Jackson, Ohio ("City") and the Jackson Bowhunters Club ("Club") in Jackson County, Ohio, on the date indicated below, under the following circumstances:

- a: Both parties wish to continue the Club's previous right to use the real property describe in Exhibit A, attached hereto (the :Real Property"); and
- b: Both parties wish to assure that the Club assumes responsibility for its own activities.

Therefore, in consideration of their mutual promises and other valuable consideration, the parties agree as follows:

1. License to Use the real Property. The City grants to the Club the right to use the Real Property for its Club activities ( the "License").
2. Term of License. The License shall commence on the date the City executes this Agreement and shall extend for a period of ten years, unless Agreement is sooner terminated.
3. License Fee. There shall be no fee or rent for the License.
4. No connection to Club. The City shall have no control over or connection with the Club, except as herein expressly agreed.
5. Maintenance. The Club shall maintain the Real Property in a safe and attractive condition. In particular, the Club shall mow the Real Property at least twice each year.
6. Safety Obligation. The Club shall exercise its best efforts to conduct its activities, including archery, in a safe manner. In particular, the Club shall conduct its archery range activities under the strict supervision of qualified range officer or instructors.

7. Hold Harmless Obligation. The Club shall hold the City harmless from any and all personal injury, including death, occurring on the Real Property or anywhere else as a result of Club activities.

8. Liability Insurance. To secure the Hold Harmless Obligation, the Club shall obtain and pay for liability insurance covering the risks described in Paragraph 7, above, with the amount of coverage in the amount of at least One Million Dollars (\$1,000,000.00). The City shall be named insured in this policy. The Club shall present evidence of this paid – up insurance coverage at least annually to the City.

9. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice delivered to the other party.

10. Notice Addresses. The City's mailing address for notice purposes shall be Service-Safety Director, City of Jackson, Ohio, Municipal Building, 145 Broadway Street, Jackson, Ohio 45640. The Club's mailing address for notice purposes shall be c/o Beau S. Kearns, President, P.O. Box 396, Jackson, Ohio 45640. (740-286-1988), or whatever other address the Club indicates in writing to the City.

11. Authority to Execute Agreement. The City ~~is~~ authorize to enter into this Agreement by City Council's Ordinance No. 66-10, adopted on 8-10-10, 2010. The Club is an unincorporated association which is authorized by its governing body to enter into this Agreement.

To execute this License Agreement, the parties sign as indicated below:

CITY OF JACKSON, OHIO

By:

\_\_\_\_\_  
\_\_\_\_\_  
*Randy R. Heath*

Randy Heath Mayor

Date : 8-11-10

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/13/09

## PRODUCER

Burr & Company  
3351 Claystone SE, Suite G-19  
Grand Rapids, MI 49546-5781  
Phone: 616-977-7750 Fax: 616-977-7755

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.

## COMPANIES AFFORDING COVERAGE

COMPANY A CAPITOL SPECIALTY INSURANCE CORP.  
COMPANY B  
COMPANY C  
COMPANY D

INSURED SPORTS AND REC. PROVIDERS ASSN. PURCHASING GROUP

The Archery Shooters Association, LLC.  
1301 Shiloh Road, #720  
Kennesaw, GA 30144

CERT. # 61243

## 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      | <b>GENERAL LIABILITY</b>   | CS00217968    | 1/1/10                           | 1/1/11                            | GENERAL AGGREGATE \$ 2,000,000.00        |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |               |                                  |                                   | PRODUCTS-COMP/OP AGG \$ 2,000,000.00     |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                                     |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000.00    |
|        | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT   |               |                                  |                                   | EACH OCCURRENCE \$ 1,000,000.00          |
|        | <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS   |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 100,000.00 |
|        |  |               |                                  |                                   | MED EXP (Any one person) \$ 5,000.00     |
|        | <b>AUTOMOBILE LIABILITY</b>  |               |                                  |                                   | COMBINED SINGLE LIMIT \$                 |
|        | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | BODILY INJURY (Per person) \$            |
|        | <input type="checkbox"/> ALL OWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident) \$          |
|        | <input type="checkbox"/> SCHEDULED AUTOS   |               |                                  |                                   | PROPERTY DAMAGE \$                       |
|        | <input type="checkbox"/> HIRED AUTOS   |               |                                  |                                   |  |
|        | <input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   |  |
|        | <b>GARAGE LIABILITY</b>  |               |                                  |                                   | AUTO ONLY-EA ACCIDENT \$                 |
|        | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN AUTO ONLY:                    |
|        |  |               |                                  |                                   | EACH ACCIDENT \$                         |
|        |  |               |                                  |                                   | AGGREGATE \$                             |
|        | <b>EXCESS LIABILITY</b>  |               |                                  |                                   | EACH OCCURRENCE \$                       |
|        | <input type="checkbox"/> UMBRELLA FORM   |               |                                  |                                   | AGGREGATE \$                             |
|        | <input type="checkbox"/> OTHER THAN UMBRELLA FORM  |               |                                  |                                   | \$                                       |
|        | <b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>  |               |                                  |                                   | WC STATUTORY LIMITS OTH-ER               |
|        | THE PROPRIETOR/<br>PARTNERS/EXECUTIVE<br>OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL |               |                                  |                                   | EL EACH ACCIDENT \$                      |
|        |  |               |                                  |                                   | EL DISEASE - POLICY LIMIT \$             |
|        |  |               |                                  |                                   | EL DISEASE - EA EMPLOYEE \$              |
|        | <b>OTHER</b>   |               |                                  |                                   |  |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Policy provides coverage for all ASA member clubs and scheduled members who are members in good standing.

\*\*Landowners can be added as Additional Insured's at no charge, but must be filed with Burr & Company.

## CERTIFICATE HOLDER

JACKSON BOWHUNTERS  
4701 JISCO WEST RD  
JACKSON, OH 45640

ADDITIONAL INSURED LANDOWNER: CITY OF JACKSON

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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

Jeffrey A. DeRegnaucourt

EXHIBIT A

Situate in the State of Ohio, County of Jackson and Township of Liberty, to wit:

A part of Lots 45, 46, 51 and 52, Scioto Salt Reserve Lands, Township 7, Range 19, and more particularly described as follows:

TRACT I

The South 1/2 of the North 1/2 of SSR Lot 46 and the South 1/2 of SSR Lot 46, consisting of 60 acres, more or less.

TRACT II

The East 1/2 of the South 1/2 of the North 1/2 of SSR Lot 45 and the East 1/2 of the South 1/2 of SSR Lot 45, EXCEPTING therefrom all of Hammertown Lake consisting of 17 acres, more or less.

TRACT III

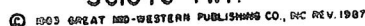
The North 1/2 of SSR Lot 52, and the North 1/2 of the S 1/2 of SSR Lot 52, consisting of 60 acres, more or less.

TRACT IV

The North 1/2 of SSR Lot 51 consisting of 40 acres, more or less.

The total amount of acreage consisting of 177 acres, more or less.

## LIBERTY R.19 W +



Jackson, Ohio 45640