

A RESOLUTION AUTHORIZING THE MAYOR )  
AND RECORDER TO EXECUTE AGREEMENT )  
WITH BICYCLE MOTORCROSS ASSOCIATION )  
OF LEBANON. )

RESOLUTION NO. 41  
for 1980

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement with the Bicycle Motorcross Association of Lebanon for their use of "Jaycee Park" located at "C" Street between Third and Fourth in the City of Lebanon. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 17<sup>th</sup> day of December, 1980.

Michael J. Wheeler  
Mayor

ATTEST:

Edwin R. Joz  
Recorder

AGREEMENT

THIS AGREEMENT is made between the City of Lebanon ("City") and the Bicycle Motorcross Association of Lebanon ("Association").

The parties recite and agree as follows:

1. The City hereby gives its consent to the Association to construct a Bicycle Motorcross track on the present site of "Jaycee Park", located near Fourth and "C" Streets in the City of Lebanon.
2. All construction shall be done by, and at the expense of, the Association.
3. The City agrees to place and keep the restrooms at the park in a functional condition. The Association shall be responsible for locking and unlocking the restrooms, keeping them clean, and keeping them supplied with paper products.
4. The Association shall be responsible for all maintenance of the Park, including weed and grass control, removing litter, and ensuring that the Park is kept free of safety hazards.
5. The Association shall provide for off-street parking for all events sponsored by the Association at the park.
6. The park shall remain open to the public.
7. The Association shall purchase and maintain "spectator and participant" liability insurance insuring against liability of the City for injuries or property damage at the Park on a 24 hour basis. The City agrees to assume up to \$250 for the "deductible" portion of such coverage for any losses which occur other than at races or activities sponsored or organized by the Association. The Association shall be responsible for the "deductible" at such races or activities, and shall further hold the City harmless from any expense or liability in connection with such races or activities.
8. The Association shall provide the City with the name and address of an individual to whom all communication regarding the matters contained in this Agreement is to be sent.
9. This Agreement may be terminated by either party upon 180 days written notice to the other. Termination may also be effected upon 15 days written notice by one party if the other party has violated any of the provisions of this Agreement. Within 30 days after the effective date of any termination, the Association shall, at its own expense, restore the park as nearly as possible to its original condition existing immediately prior to the date of this agreement.

DATED this 17<sup>th</sup> day of December, 1980.

FOR THE CITY:

Michael F. White  
Mayor

Steven R. Dwyer  
Recorder

FOR THE ASSOCIATION:

Harvey J. Colerly

Everett J. Hoffmann