RESOLUTION NO. 06-2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A UTILIZATION AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE MONROE LIONS CLUB FOR ARTILLERY SCHOOL AT MONROE COMMUNITY PARK.

WHEREAS, the Park and Recreation Board has approved the use of the Monroe Community Park by the Monroe Lions Club; and

WHEREAS, Council desires to enter into a Utilization Agreement for the use of the Monroe Community Park for artillery school for the Civil War Re-enactment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a Utilization Agreement for the use of the Monroe Community Park by and between the City of Monroe and the Monroe Lions Club pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: February 24, 2015

ATTEST:

Clerk of Council

APPROVED:

Mayor

First Reading: February 10, 2015

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

Clerk of Council
City of Monroe, Ohio

Exhibit "A" Res No. 06-2015

CITY OF MONROE
Utilization Agreement For
The Use of the Monroe Community Park
Monroe Lions Club Artillery School 2015

This Agreement for the use of the Monroe Community Park is designed to ensure that the facilities owned and/or operated by the City of Monroe are utilized efficiently and safely. The City of Monroe will work with volunteer organizations to promote a high quality program(s) for the Monroe community.

A. The **Monroe Lions Club** shall submit a written request to the Park and Recreation Board for the use of the **Monroe Community Park.** The terms of this agreement will not automatically be renewed on an annual basis. The Park and Recreation Board will review requests each year. The effective date of this agreement is for March 14, 2015 for the purpose of artillery school for the Civil War Re-enactment.

B. **The Monroe Lions Club** shall not engage in any business on the premises or violate any existing state or federal law or municipal ordinance, or use the premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

C. **The Monroe Lions Club** shall maintain, during the effective date of this Agreement, a general liability insurance policy, in an amount of at least $1,000,000 aggregate on the licensed use herein. A copy of the policy must be kept on file with the City.

D. **The Monroe Lions Club** shall maintain, and provide evidence thereof, its status as non-profit association, as set forth by applicable federal, state, and/or local laws, rules and/or regulations.

E. **The Monroe Lions Club** shall not make any temporary or permanent improvements or changes to park property without written approval of the City.

F. The **Monroe Lions Club** will provide to the City, in writing, a contact person(s) name and phone number so that the City may be able to give out for inquiries made at the City Building. The City must be notified, in writing, of any changes to the contact information.

G. The **Monroe Lions Club** shall not drive any vehicles not related to field maintenance on the grass at any time. If a vehicle is needed, and if field conditions permit damage-free use, no vehicle will be driven over 10 MPH. There are no exceptions.

H. The **Monroe Lions Club** shall be responsible for the following parking lot and driveway guidelines at the Monroe Community Park:

1. Remove all garbage, trash and debris from the parking area so that the parking area will be clean after each game day/or practice.

CITY-OWNED FIELD MAINTENANCE AGREEMENT

1. The City shall maintain all turf areas, which includes mowing, weed control, fertilization and herbicide spraying for Monroe Community Park. The **Monroe Lions Club** will restore the playing fields to the same condition as prior to the artillery school event.

2. The **Monroe Lions Club** is responsible for the conduct of its players, parents, spectators, coaches and/or volunteers and vendors throughout the specified time set forth in this Agreement.

3. The **Monroe Lions Club** shall be responsible for the collection of all litter in the park. The **Monroe Lions Club** will encourage the collection of litter in the bleachers, concession areas, and adjacent grounds. All litter shall be placed in the receptacles provided by the City. The City will provide for the pick-up of these receptacles.

4. The City of Monroe will furnish adequate trash receptacles.

5. The **Monroe Lions Club** will restore the playing fields to the same condition as prior to the artillery school event.

6. **Liability** – The **Monroe Lions Club** agrees to indemnify, defend and hold harmless the City from any claim, suit or proceeding arising out of activities connected with or in furtherance of this Agreement. The **Monroe Lions Club** further agrees to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City or of under the City's control) to any person(s) or property of the parties, or anyone on or about the property.

CITY OF MONROE	MONROE LIONS CLUB
_____	_____
William J. Brock, City Manager	By: _____
	Name: _____
	Title: _____