

EMERGENCY RESOLUTION NO. 36-2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A UTILIZATION AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE SAM'S FAMILY FOUNDATION FOR THE USE OF MONROE CROSSING PARK TO HOLD A PANCREATIC CANCER CORNHOLE TOURNAMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Park and Recreation Board has approved the use of the Monroe Crossings Park; and

WHEREAS, Council desires to enter into a Utilization Agreement for the use of the Monroe Crossings Park for a Pancreatic Cancer Cornhole Tournament.

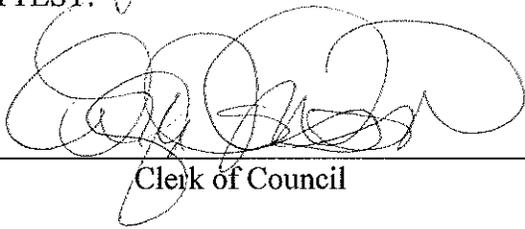
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

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

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to authorize the agreement prior to the August 2, 2015 event. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: July 14, 2015

ATTEST:


Clerk of Council

APPROVED:


Mayor

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

CITY OF MONROE
Utilization Agreement For
The Use of the Monroe Crossings Park
Sam's Family Foundation –
Pancreatic Cancer Cornhole Tournament Fundraiser August 2, 2015

This Agreement for the use of the Monroe Crossings 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 athletic organizations to promote a high quality youth sports program for the Monroe community.

- A. The *Sam's Family Foundation* shall submit a written request to the Park Board for the use of the Community Park. The terms of this agreement will not automatically be renewed on an annual basis. The Park Board will review requests each year. The effective date of this agreement is for *August 2, 2015*, for the purpose of the *Pancreatic Cancer Cornhole Tournament*.
- B. The *Sam's Family Foundation* 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 *Sam's Family Foundation* shall maintain, during the effective date of this Agreement, a general liability insurance policy, naming the City of Monroe as additional insured 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 *Sam's Family Foundation* 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 *Sam's Family Foundation* shall not make any temporary or permanent improvements or changes to park property without written approval of the City.
- F. The *Sam's Family Foundation* 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 *Sam's Family Foundation* 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 *Sam's Family Foundation* shall be responsible for the following parking lot and driveway guidelines at the Crossings Park:
 - 1. Remove all garbage, trash and debris from the parking area so that the parking area will be clean after the use by your organization.

CITY-OWNED FIELD MAINTENANCE AGREEMENT

- 1. The City shall maintain all turf areas, which includes mowing, weed control, fertilization and herbicide spraying for Monroe Crossings Park.

2. The *Sam's Family Foundation* is responsible for the conduct of its participants and spectators throughout the specified time set forth in this Agreement.
3. The *Sam's Family Foundation* shall be responsible for the collection of all litter in the park. The *Sam's Family Foundation* 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 *Sam's Family Foundation* will restore the property used to the same condition as prior to the event.
6. **Liability** – The *Sam's Family Foundation* 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 *Sam's Family Foundation* 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

ORGANIZATION BOARD MEMBER OR
DESIGNEE

William J. Brock, City Manager

By: _____
Name: _____
Title: _____