EMERGENCY RESOLUTION NO. 53-2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A UTILIZATION AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE PUNJAB SPORTS CLUB AND DECLARING AN EMERGENCY.

WHEREAS, on August 13, 2014, the Park and Recreation Board has approved the use of the Monroe Community Park by the Punjab Sports Club; and

WHEREAS, Council desires to enter into a Utilization Agreement for the use of the Monroe Community Park by the Punjab Sports Club.

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 Punjab Sports Club 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 the event is scheduled for September 27, 2014 and Council desires to provide sufficient time for the execution of the agreement prior to this date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: August 26, 2014

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 that 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" E Res No. 53-2014

CITY OF MONROE
2014 Athletic Facilities Utilization Agreement For
The Use of the Monroe Community Park
Punjab Sports Club

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 athletic organizations to promote a high quality youth sports program for the Monroe community.

A. The Punjab Sports Club 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 from September 26 to September 28, 2014.

B. The Punjab Sports 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 Punjab Sports Club 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 Punjab Sports 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 Punjab Sports Club shall not make any temporary or permanent improvements or changes to park property without written approval of the City.

F. The Punjab Sports 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 Punjab Sports 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 Punjab Sports Club shall be responsible for the following parking lot and driveway guidelines at the 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.

2. The Punjab Sports Club is responsible for the conduct of its players, parents, spectators, and coaches throughout the specified time set forth in this Agreement.

3. The Punjab Sports Club shall be responsible for the daily game day collection of all litter in the fields. The Punjab Sports 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. There will be a $100 fine if excess litter is left and has to be cleaned up by City crews. There will be one warning per occurrence issued before the fine is levied.

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

5. The Punjab Sports Club will secure, maintain, and prepare fields at all times. This includes purchase of field drying agents, line, bases and other necessary materials, equipment and labor.

6. **Liability** – The Punjab Sports 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 Punjab Sports 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.

CONCESSION STAND AGREEMENT

1. A one hundred dollar ($100.00) deposit must be submitted to the City for the use of the Concession Stand. The deposit will be returned within 30 days after the termination of the agreement provided the inspection of the Concession Stand indicates that the facility was cleaned, left in an orderly fashion, and no damage has occurred. There is an additional ***$15 per key*** deposit required for any keys obtained for the concession stand(s).

2. The Punjab Sports Club shall have exclusive use of the concession stand at the Community Park solely during anytime the Club is engaged in a use permitted for in this agreement.

3. The Punjab Sports Club shall at all times during the duration of this Agreement maintain the inside of the concession stand and shall be responsible for the repair, upkeep and replacement of all fixtures, appliances, and all equipment necessary for storage, preparation and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure of the building, such as electrical wiring, plumbing and other structural components, including the cleaning and stocking of the restrooms.

4. The Punjab Sports Club is responsible for obtaining their own permits and vendor's license and provide written evidence to the City thereof.

5. The Punjab Sports Club shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the concession stand. The City will furnish adequate trash receptacles.

6. The City shall be responsible for off-season winterizing and maintenance of the concession stand and restrooms following the end of the current season.

7. The City shall be responsible for underground utility lines and pipes leading to the concession stand.

8. The Punjab Sports Club shall maintain a three-foot clearing from the electrical panel boxes in the storage area.

9. Keep keys in all vehicles stored in the storage area.

10. The Punjab Sports Club shall receive written permission from the City Manager to modify the interior of the concession stand by either adding or removing fixtures. Any fixture added becomes the exclusive property of the City.

ATHLETIC COMPLEX FEE STRUCTURE

1. No user fee is charged for the following:
   a. Any City of Monroe sponsored function.
   b. Scheduled functions of Monroe Local Schools.
   c. City of Monroe based sports organizations meeting stated residency requirements utilizing the fields for Monroe teams for leagues, tournaments, or camps.
   d. Appropriate camps sponsored by a non-profit agency targeting Monroe residents or Monroe based sports organizations.

2. **$75 fee** per field per day for the following:
   a. Leagues or tournaments

CITY OF MONROE
OR

_____

William J. Brock, City Manager

ORGANIZATION BOARD MEMBER

DESIGNEE

_____

By: _____

Name: _____
Title: _____