

Agenda

Monroe Park Board

Wednesday, April 14, 2021

5:30 p.m.

Monroe City Hall, Council Chambers

233 S. Main Street, Monroe, Ohio

REVISED

Attendees:

Chairperson: Paul Koloszar

Park Board Members: Craig Silverglade, Michael Marchetti, Jeff Hanson and Josh Howard

Council Representative: Todd Hickman

Director of Public Works: Gary Morton

Assistant Director of Public Works: Brian Perkins

Recording Secretary: Donna Campbell

Agenda Topics

5:30 PM Call to Order

Approval of Minutes:

From the meeting of March 10, 2021

Business:

- ☐ Request and consideration of a motion for Crossings Park usage from Monroe Premier FC for Monroe Premier Summer Kick-Off 3v3 Tournament on June 26, 2021

☐

☐

New
Business:

Reports

- ☐ City Staff

- Update on Dog Park
- Discuss Soccer and Baseball Agreements and various changes to be made for 2022 such as opening date for restrooms which is weather permitting, cleaning cost budget, tournament approval, etc. (current agreements attached)

Adjournment

MONROE PARK BOARD MEETING MINUTES FROM MARCH 10, 2021

CALL TO ORDER: The Monroe Park Board meeting was called to order by Park Board Chairperson Paul Koloszar at 5:29 p.m. in the Monroe Council Chambers at 233 S. Main St. with the following members present: Michael Marchetti, Craig Silverglade and Jeff Hanson. Also in attendance were Council Member Todd Hickman, Assistant Public Works Director Brian Perkins and Recording Secretary Donna Campbell. Visitors in attendance were Josh King from the City of Monroe Police Department and Amberley Schrenk from Monroe Sports Association (Baseball).

APPROVAL OF MINUTES: Michael Marchetti made a motion to approve the meeting minutes from February 10, 2021. Seconded by Craig Silverglade. Voice vote; all ayes; motion carried.

BUSINESS: The first item on the agenda was the request by Josh King to schedule the 2021 Food Truck Fairs and other events that they do throughout the community. He suggested two food truck fairs and a Touch-A-Truck event in August. He proposed May 20, 2021 for the first Food Truck Fair and September 16, 2021 for the second Food Truck Fair. Josh said they usually have 16 to 20 vendors and the event has always been well received by the Community. He stated, on any of the events, they will honor the guidelines set in place by the State of Ohio for safety of the community. He proposed also having a Food Truck Fair on September 16, 2021. He also mentioned having Touch-A-Truck on August 13, 2021 which is the last Friday before school. That would be pending depending on health guidelines since children would be climbing on tractors, etc. Josh King mentioned that eventually they would like to do events at Monroe Bicentennial Commons when it is open, but Community Park is suitable now due to parking, etc. Paul Koloszar asked if Monroe Bicentennial Commons would be ready by the September Food Truck Fair. Mr. Perkins stated that they have a goal of Labor Day, but there is no guarantee and for now it would be best to plan on Community Park until closer to the date to see if that would be feasible. Craig Silverglade made a motion to approve the Food Truck Fairs to be held at Community Park on May 20, 2021 and September 16, 2021 (tentatively Monroe Bicentennial Commons if open). Seconded by Michael Marchetti. Voice vote; all ayes; motion carried. Michael Marchetti made a motion to accept August 13, 2021 at Community Park as the tentative date for Touch-A-Truck based on where the guidelines are with the government. Seconded by Craig Silverglade. Voice vote; all ayes; motion carried.

Next on the agenda was the request and consideration of a motion for Community Park usage from Monroe Sports Association (Baseball) for the 2021 season. Amberley Schrenk stated that they are planning on a park clean-up on March 20, 2021 and opening day on April 24, 2021. Mr. Perkins stated that this is their normal Baseball season so there will not be any issues. Amberley asked if they would be able to have the opening day parade. Mr. Perkins said that will need to be verified through the City Manager according to the Governors orders. Jeff Hanson made a motion to approve the request from Monroe Sports Association (Baseball) to approve their clean-up and opening/season dates. Seconded by Michael Marchetti. Voice vote; all ayes; motion carried.

The third item on the agenda was the review of dates proposed by Public Works for the 2021 Movies in the Park Series (May 22, June 19, July 17, August 14 and September 18, 2021). Mr. Perkins stated with the City of Monroe purchasing their own screen, Public Works is planning on doing more movies this summer. If the City shows five movies there is a 20% discount on the cost of the movies. He also mentioned that five movies were picked out to go along with the five movie dates. The movies would be

Mulan in May, Frozen II in June, Toy Story 4 in July, Trolls World Tour in August and ONWARD in September. Brian stated they are all animated children movies. Michael Marchetti made a motion to approve the movie dates and titles. Seconded by Jeff Hanson. Voice vote; all ayes; motion carried.

NEW BUSINESS: There was no new business to be discussed.

CITY STAFF: Mr. Perkins updated Park Board on the Crossings Park Restroom Building. He mentioned that Public Works is working on getting a contractor in to get all the plumbing, site prep, etc. completed before the building is set. Michael Marchetti asked if while they are doing the plumbing, the City could run a line with spickets in the middle of the field to water the field when it is seeded in order to help rehabilitate the field. Mr. Perkins stated that would be a long line to run, but Public Works could look into it to see the cost. Paul Koloszar asked if when the field gets aerated, will the line be set deep enough to avoid any damage. Brian Perkins stated that would not be an issue, it would be deep. Mr. Koloszar also mentioned that would be an added maintenance issue on Public Works. Brian stated this would have to be investigated to decide on how to proceed with this request.

Jeff Hanson had emailed information to the Park Board members and also mentioned that he had a meeting with Monroe City Schools. They stated they did not have a large demand on needing the parks, there main concern was more on the community needs of the schools such as basketball courts, etc. Ultimately, the schools are a strong proponent for a Community Center where the community could access basketball courts, aquatic center, etc. Paul Koloszar asked if Jeff Hanson's email could be included in the March 10, 2021 minutes. Donna Campbell stated she would attach the information to the March meeting minutes.

Todd Hickman asked when the Dog Park would be completed. Brian Perkins stated that has not been decide. He would be checking with Gary Morton to see when that would be moving forward, but he assumed it would be sometime this summer.

Craig Silverglade asked about the empty land behind the restaurant, hotel, etc. on RT4 and wondered what the plans are for that area. Brian Perkins said that is owned by Butler Tech and they had previously talked about constructing more buildings for school, etc. Todd Hickman stated he had heard previously they might use it for horses.

ADJOURNMENT: There being no further business, Jeff Hanson made a motion to adjourn. Seconded by Michael Marchetti. Voice vote; all ayes; motion carried. Meeting adjourned at 6:05 p.m.

Respectfully submitted,



Donna Campbell
Park Board Recording Secretary

Donna Campbell

From: Jason Holbrook
Sent: Thursday, March 4, 2021 1:40 PM
To: Donna Campbell
Subject: FW: Park Board Community Follow-up: Monroe Local Schools

From: Jeff Hanson <wavesandfields@gmail.com>
Sent: Thursday, March 4, 2021 1:10 PM
To: Paul Koloszar <thelarix@gmail.com>; Steve Black <stevenpatrickblack@gmail.com>; craigsilverglade@me.com; mike.marchetti1980@gmail.com; marchettim3@xavier.edu; Todd Hickman <hickmant@monroeohio.org>; dcampbell@monroeohio.org
Cc: Bill Brock <brockb@monroeohio.org>; Kacey Waggaman <waggamank@monroeohio.org>; Jason Holbrook <holbrookj@monroeohio.org>; Angela Wasson <wassona@monroeohio.org>; Gary Morton <MortonG@monroeohio.org>
Subject: Park Board Community Follow-up: Monroe Local Schools

All,

I wanted to share some feedback from my conversations with Eric Silverman, Athletic Director for Monroe Local Schools, for future reference/discussion purposes. In short, Eric expressed that Monroe Local Schools ultimately did not have a substantial need for Monroe Parks availability/usage necessarily, but that the strain of the community needs on the school has a larger impact based on the needs of youth sports leagues, particularly in winter months. Eric felt that if demand increases, complaints would come from the youth leagues based on the limited availability of the school facilities. Ultimately, the schools support the need for a Monroe Community Center that would offer such facilities.

For example, the school system has been supporting the community by offering a venue for indoor youth basketball leagues, but the time available for courts, etc. is limited due to the school's own athletics activities. Indoor facility availability for outside youth basketball leagues at the schools is as follows:

- 1930-2100 Elementary
- 1900-2100 Jr. High gym
- 1700-2100 Primary school

Eric also expressed concerns about the lack of a community aquatic center. The school swim teams typically join with the YMCA to practice but have been forced to move to the Mason Community Center due to COVID-19 related restrictions at the Y.

Eric said that has received requests to act as a Pickleball venue for senior citizens (Mt. Pleasant), but that requested modifications to the tennis courts made it difficult to support.

Youth soccer and lacrosse leagues are on the rise and the community parks do/would offer a good venue for these sports. MSA is apparently already using the old high school football fields.

We can discuss more next week or in the future, just wanted to pass this along.

Best Regards,

Jeff Hanson | 614.359.7485



City of Monroe Initial Event Application

This form should be used to submit an initial request to conduct an event within the City of Monroe. Please fill out all applicable fields to the best of your knowledge.

Name of Event Organizer

First Name Tim

Last Name Carpenter

Organization Name Monroe Premier FC

Address P.O. Box 10

City Monroe

State Ohio

Zip Code 45050

Phone 513-310-2249

Email: MPFC2012Gold@gmail.com

What is the name of the Event? Monroe Premier Summer Kick-off 3v3 Tournament

Event Type (Select All that Apply)

☒ Athletic Event

☐ Concert

☐ Cultural

☐ Educational

☐ Entertainment

☐ Environmental

☐ Fundraiser

☐ Parade

Other (If other, please describe event type)

What is the purpose of the event? Host a 3v3 soccer tournament for players in Monroe and from the Cincinnati-Dayton metro area.

Please provide a detailed description of the event, including all elements you wish to have at the event. The event would draw in players from ages U8 - U18 to participate in a small-sided soccer tournament. We would like the event to have a festival-like feel, so we would like to have an area where food trucks can offer food for event participants and community members. We have already contacted the Monroe Optimist Club and they will have standard concession foods available for purchase at the concession stand. We would also like to have an area for local apparel vendors (Soccer Village for example) to offer soccer-related equipment and apparel for sale.

Please indicate which elements you anticipate including at the event. (Check All That Apply)

Closure of public roadways, alleys or parking lots

Erecting temporary structures such as booths, tents, inflatable apparatus', bounce house or stages

Providing musical or other entertainment

Having animals or petting zoo

Using facility electric or generator for power sources

Offering for sale of food and/or drink

None of the above

Is the event open to the public?

Yes

No

Desired Event Location Crossings Park

Is this a one-day or multi-day event?

One-Day Event

June 26, 2021

If multi-day event, list number of days

If your preferred date is not available, please list potential alternate dates

Anticipated Attendance

Less than 20

20-50

50-75

75 - 100

100+

Application Submission Process

Submitting this Special Event Application ***is not*** a confirmation to conduct our planned event. Further details regarding the specifics of the event will be required prior to approval of the event. The event organizer will be contacted by the City of Monroe after reviewing the initial application. Please do not send out event notices, publicity flyers, etc. prior to receiving approval.

Upon submission, you will receive a confirmation email indicating your event application has been received. If you do not receive this email please contact us at 513-727-8953.

Signature. By signing below you are agreeing to abide by the rules and regulations of the City of Monroe including, but not limited to the conditions established by the Park and Recreation Board, the City Manager or designee, and/or the Council of the City of Monroe.


Signature

03/31/2021

Date

Park Facilities Regulations

Parks shall mean real property, or portion thereof, owned by the City of Monroe used and open to the public for pleasure, exercise, kept in its natural state to protect plants and animals, recreation, events, and sports. Parks shall not include the log cabin and the area around the log cabin, owned by the Monroe Historical Society, located in the Monroe Community Park.

No alcoholic beverages shall be permitted in any park except for certain events as approved by Council. No gambling shall be permitted in any park. No motor vehicles (cars, motorcycles, mini-bikes, trail bikes or ATV vehicles) shall be permitted off the designated roadway and parking areas except during certain events with the recommendation of the Park and Recreation Board and approval of the City Manager. If approval is received, no vehicle will be driven over 10 MPH. No bicycles shall be permitted on the infields of any of the ball diamonds. No profane or abusive language shall be permitted. No disorderly conduct shall be allowed.

The parks may be made available to various groups subject to these rules and regulations and subject to any other special rules established by the Park and Recreation Board. The use of the parks is a privilege, and may be withdrawn if any group fails to meet the standards set forth herein. Any group may be denied use of the parks if the City Manager deems it in the best interest of the City to do so. Official municipal-related activities and meetings shall have first call on all parks. With the exception of official municipal-related activities and meetings, the following shall be used by the Park and Recreation Board and the City Manager to establish priorities for scheduling 1) first priority shall be granted to local sports groups recognized and designated by the Park and Recreation Board. The schedules shall be approved by the Park and Recreation Board following submittal of a written request. These requests shall include a financial statement showing the group's prior year operation; 2) second priority shall be to any resident groups. Resident groups shall be defined as those groups membership is open to Monroe residents and whose members reside within the municipality or, in the case of a business-related or sponsored group, the business is located within Monroe; and 3) third priority shall be to nonresident groups, which shall be defined as groups comprised of members who reside outside of Monroe or a business-related or sponsored group where the business is located outside of Monroe.

A \$100.00 deposit must be submitted to the City of Monroe 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. The group 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 group is responsible for obtaining their own permits and vendor's license and provide written evidence to the City thereof. The group shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the concession stand.

A one or two-day reservation for the use of the parks, a group request must be submitted to the City Manager or designee at least two weeks in advance of the requested date. If no higher priority group has requested use for the dates in question, the City Manager may issue permission. A schedule of reservations shall be maintained and available at the municipal offices during regular business hours. Any group using the parks shall be responsible for returning the property to the municipality in the same condition as received, normal wear and tear accepted. This includes clearing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the approved use. The City will furnish adequate trash receptacles. Any group use the parks shall hold the City of Monroe harmless and indemnify the City of Monroe for any claims and damages arising out of its use or occupancy of the facilities. Groups or associations granted permission to use the parks for a regular season schedule shall maintain during their use a general liability insurance policy naming the City of Monroe as an additional insured in an amount of at least \$1,000,000 aggregate on the approved use. A copy of the policy or certificate must be filed with the City Manager or designee prior to the approved use. Any group using park facilities shall be required to meet all requirements under any federal or state laws pertaining to the Americans with Disabilities Act (ADA) and the various civil rights acts. No group shall engage in any business in the parks that violate any existing state or federal law or municipal ordinance or in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities. No group shall make any temporary or permanent improvements or changes to the parks without written approval of the City Manager.

USE AGREEMENT

This Agreement made by and between the City of Monroe, hereinafter called the "City", and Monroe Premier FC, hereinafter called "MPFC".

WITNESSED

WHEREAS, the City owns Crossings Park, located at 6307 Crossings Blvd., Monroe, Ohio; and

WHEREAS, the MPFC desires to use the park for the Monroe Premier Summer Kick-Off 3v3 Tournament on June 26, 2021.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

USE

1. The City hereby grants permission to MPFC for the use of Crossings Park, located at 6307 Crossings Blvd., Monroe, Ohio, as designated on Exhibit "A", on June 26, 2021 from 8 A.M. to 9 P.M. for the Monroe Premier Summer Kick-Off 3v3 Tournament with applicable set-up and tear-down activities and times.
2. The City hereby grants MPFC permission to use Crossings Park

_____ and be closed from vehicle traffic beginning _____, _____, _____ from _____ .M. through _____ .M. _____, _____, _____ or earlier upon tear down of the event.

3. The MPFC shall occupy and use the leased premises solely for the purposes of the Monroe Premier Summer Kick-Off 3 v 3 Tournament and related activities.

ASSOCIATION RESPONSIBILITIES

1. The MPFC shall comply with all event requirements and shall provide all event planning requirements, alcohol permit, final event layout, event set-up and tear-down plans and time frames, security plans, vendor licenses, etc. to the City thirty (30) days in advance of the event.
2. The security plan, including alcohol sales/consumption and crowd control measures, shall be submitted, for approval by the Fire Chief and Chief of Police thirty (30) days in advance of the event.
3. N/A shall place a fencing barrier around the event venue, at locations and through methods approved by the City, and charge admission for the event. N/A, at its own expense, shall install and remove the fencing per requirement of the City.
4. N/A shall obtain the appropriate alcohol sales permit from the State and adhere to all its requirements. N/A shall adhere to the following requirements.
 - a. Contain alcohol sales and consumption within the designated event boundaries with the type of barrier approved by the City.

- b. Limit alcohol sales times to 11:00 am - 10:30 pm, ending one hour before the scheduled event ending time, and post copies of permit and sales hours at all sales and serving locations.
 - c. Limit alcohol to beer.
 - d. Limit sales to two (2) drinks per person per transaction.
 - e. Limit container size maximum of 16 ounces and price per container minimum of \$5; beverages must be dispensed in plastic cups.
 - f. Servers and consumers must be age 21 or older.
 - g. Age of consumers verified with a wristband and conducted in an area separate from the serving area.
 - h. Servers, ticket sellers and ID checkers must be trained in alcohol sales in compliance with State laws.
 - i. Alcohol may not be carried into or out of the designated area/venue.
 - j. Alcohol may not be consumed on the stage.
 - k. Alcohol may not be consumed by event organizers, workers or volunteers.
 - l. Alcohol may not be brought into the event venue except by the authorized distributor.
5. The MPFC, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City.
6. The MPFC and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the MPFC's expense.
7. MPFC contracts with any performer or vendor shall not place any liability upon the City.
8. MPFC shall maintain the cleanliness of the property utilized by MPFC and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. MPFC shall coordinate with the City the location and delivery and pick-up of any event support items such as port-o-lets and dumpster.
9. The MPFC shall be responsible for basic clean-up of the facilities after the conclusion of the event and remove all trash and cooking waste, etc. from the site.
10. MPFC is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by _____ activities.
11. MPFC event organizers and representatives shall be present at the event during the entire event.
12. MPFC shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
13. MPFC agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
14. MPFC shall designate one individual to serve as liaison between the City and MPFC. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the exclusive use of the park property for said event.
2. The City shall provide police support services, paramedics, park support and electrical support as deemed necessary based on the plans and actual activities for the event. The City shall provide trash toters and

arrange for a temporary dumpster for the event unless the MPFC secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the MPFC.

3. The City hereby agrees that this Use Agreement authorizes the selling and consumption of alcohol in the event venue pursuant to Section 1064.02(a) of the Codified Ordinances.
4. The City hereby agrees that if the Association shall perform all of the above covenants, undertakings and agreements contained herein, it shall during the term hereof, freely, peaceably and quietly enjoy the use of the designated property for said purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
5. The City agrees to designate the Director of Public Works as the City liaison to MPFC.

FEES

1. This event shall be cost neutral for the City support services and any other direct expenses for the event including event insurance or dumpster rental expenses. Costs are estimated to be N/A and are detailed in Exhibit "B." As staff reviews plans for park set-up and vendor needs, the estimate may be modified. Fifty percent of the final estimate cost shall be paid as a deposit to the City by N/A, _____.
2. The City will submit an invoice for the balance of the actual expenses less the paid deposit to the N/A within two weeks of the event. The _____ shall pay the balance within thirty (30) days of receipt of the invoice.
3. The N/A shall provide fifty percent (50%) of the event net proceeds, if any, to the City for the Park Fund and shall retain fifty percent (50%) for event start-up expenses for future events. Payment shall be paid to the City within sixty (60) days of the event. _____ shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. MPFC agrees to indemnify, hold harmless and defend the City, their officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, their officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the MPFC, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform MPFC's obligations pursuant to this contract. MPFC 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 any under the City's control) to any person(s) or the property of the parties, or anyone on or about the property.
2. MPFC agrees to obtain and maintain for the duration of this Agreement at their own cost and expense commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. MPFC or alcohol permit holder shall also obtain and maintain for the duration of the Agreement liquor liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured.
- The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - Additional Insured Status: City, its officers, employees, agents and volunteers shall be covered as Additional Insureds with respect to liability arising out of all activities by or on behalf of the MPFC with respect to the MPFC.

- Primary Coverage: For any claims related to this Agreement, MPFC's insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of MPFC's insurance and shall not contribute with it.
- Notice of Cancellation: Each insurance policy required above shall not be canceled, except with written notice to the City. MPFC shall promptly notify the City upon receipt of a notice of cancellation or material modification of coverage.
- Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

3. MPFC shall, at the time of the execution of this Agreement, furnish the City with a certificate(s) of insurance evidencing the coverages required above. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

TERMINATION OF AGREEMENT

1. The City retains the right to cancel the event in its entirety or any portion thereof upon MPFC's failure to comply with any or all terms and conditions of the above covenants, undertakings and agreements contained herein. Cancellation may be prior to or during said event.

ENFORCEABILITY

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement on the _____ day of _____, _____.

CITY OF MONROE (CITY)

By _____
William J. Brock, City Manager

Date _____, 20 ____

Witness _____

Date _____, 20 ____

_____ ()

By Tim Carpenter

Date April 1, 20 21

Witness Jonathan Schriber

Date April 1, 20 21

AGREEMENT

This Agreement made and entered into this 29th day of April, 2009, by and between the CITY OF MONROE, OHIO (hereinafter referred to as "City") and the MONROE SOCCER ASSOCIATION INC., (hereinafter referred to as "MSA").

WITNESSETH

WHEREAS, the parties desire to set forth the intent and understanding with regard to the use of the dedicated soccer fields and related facilities at Monroe Crossing Park (hereinafter referred to as "Park") in the City of Monroe, Ohio, and

WHEREAS, the City of Monroe, Ohio shall include the Monroe Park Board (hereinafter referred to as "Board") which shall approve this Agreement prior to its execution.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. MSA will operate its soccer programs at said Park. The Soccer Field locations are presented in Exhibit A attached hereto and incorporated herein as part of this agreement. This property will hereinafter referred to as "Soccer Fields". The use of the Soccer Fields and related facilities, including, but not limited to, the planned multi-purpose structure contemplated to include a concession stand among other amenities, by MSA under this agreement shall be limited to said soccer programs and other such soccer activities endorsed by MSA.
2. MSA's use of the soccer fields for practices and games will be in accordance with the following parameters:
 - A. MSA will be granted scheduling priority over all Soccer Fields at the Park for both games and practice sessions during its playing season.
 - B. For purposes of this agreement, MSA's "Playing Season" (hereinafter referred to as "Season") shall be considered as the period from March 1st through November 15th of each calendar year. For the periods outside MSA's Season, usage/scheduling of activities on the Soccer Fields will be controlled solely by the City.
 - C. The City agrees that there will be no charge for the use of the Soccer Fields and/or related facilities used by MSA for its program(s).
 - D. Use of the Soccer Fields shall be limited to regular park hours (in accordance with the applicable City ordinance(s) relative to park operating hours) unless specific advance approval is obtained by MSA from the City.

- E. Field lights, if/when they are installed for use on the Soccer Fields, will be turned off ten minutes after the completion of the final game on that specific field.
3. During its Season, MSA will provide any necessary soccer specific maintenance/upkeep, including, but not limited to field striping or soccer field repair, in addition to maintaining its own equipment (goals, nets, corner flags, etc.). The City shall be responsible for routine maintenance/upkeep of all field/turf areas, including, but not limited to, mowing, weed control, fertilization and herbicide spraying as well as concession stand areas, including the restrooms, playground and the parking lot area.
 4. MSA shall not make any temporary or permanent improvements or changes to the park property without the approval of the City.
 5. MSA will provide to the City 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.
 6. MSA shall be responsible for collection of all litter in the fields and litter in the bleachers and adjacent grounds. All litter shall be placed in the dumpster provided by the City. The receptacles shall be emptied routinely in the dumpster provided by the City. The City will provide for the pick-up of the dumpster. There will be a \$100 fine if excess litter is left and has to be cleaned by the City crews. There will be one warning per occurrence issued before a fine is levied.
 7. Any maintenance, repairs, improvements or development the City undertakes or plans to undertake on the Soccer Fields or related facilities during MSA's Season requires the City to give MSA written notice of the planned project(s), including, but not limited to, a detailed description of the work to be done, the corresponding dates the fields/facilities will be impacted and the nature of that impact. The foregoing notice requirement is waived if the work to be undertaken is of an immediate/emergency nature, necessary to remedy any dangerous or hazardous condition(s), or any condition(s) that exposes park visitors to potential harm.
 8. MSA may erect new structures or expand existing structures at the Park only on or around the Park property subject to this agreement and only with the prior approval of the City.
 9. MSA will advise in advance the Director of Public Works and the Monroe City Manager of extraordinary events, such as tournaments, so that he/she may advise on crowd control, safety precautions or cleanup as may be required.
 10. Admission fees for admission to the Soccer Fields will not be charged except for special events with the prior approval of the City.

11. MSA shall not have the independent authority to rent, lease, or otherwise permit any other group, team, or entity to use the Soccer Fields or related facilities. Such decisions shall be made jointly upon recommendation to the City by MSA. All requests by organizations and individuals other than those associated with MSA must be submitted in writing and addressed to either the Board or MSA. Written approval of both parties is required before any such use will be allowed. A written approval/denial letter will be sent to the requesting party as soon as possible after the aforementioned joint decision has been made.
12. Any third party granted permission to use the field space covered by this agreement will be charged a maintenance fee to cover field and equipment maintenance. This fee will be charged by MSA and set jointly by MSA and the Board on an ad hoc basis during the approval process and be included in the written approval letter sent to the third party. During such approved third party events neither MSA nor its members will be required to provide crowd control, safety precautions, or cleanup.
13. The Board and City agree that the Soccer Fields will not be used as a parking lot, warm up area or for any similar purpose that may cause damage to the fields and/or be inconsistent with the ongoing use of these designated fields for soccer, for any City sponsored event or any approved third party event, including, but not limited to, BMX tournaments. The City and/or third party will repair any damage to the Soccer Fields, equipment or structures as a result of any inappropriate use of such. The costs of any/all necessary repairs required in accordance with this provision are the sole responsibility of the City and/or third party event host. All repairs required in accordance with this provision must be completed within a reasonable time, not to extend past the next MSA scheduled event(s).
14. The City will notify MSA in writing at least four (4) weeks prior to any event, including, but not limited to a BMX tournament, that may cause a scheduling conflict with an MSA event. MSA will provide the City, in writing, schedules for its soccer programs before the beginning of each season. MSA will notify the City at least 4 weeks in advance of any modification/addition to their soccer schedule(s), including, but not limited to, any tournaments and/or post season/playoff games or related events.
15. This Agreement shall be effective immediately upon its execution by the parties and shall automatically renew on January 1 of each succeeding year for that ensuing calendar year unless either party terminates this Agreement by written notice to the other delivered on or before November 1 of any calendar year after the first 10 years have expired. Automatic renewal of this agreement will persist for 25 years absent written notice from either party seeking termination. In the event the City terminates this Agreement, the City will allow MSA to remove any structures or facilities installed by MSA to the extent that such structures/facilities can be removed without damage to the remaining structures or grounds. In the event that MSA terminates this Agreement, MSA will be

permitted to remove such structures or facilities as the City may allow.

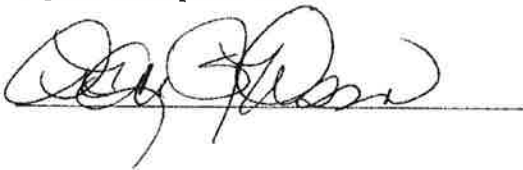
16. MSA hereby agrees to defend, indemnify and hold the City and its officials harmless against any and all loss, cost, expense, claims or actions arising out of or connected with the use of the facilities described in this Agreement by MSA, its agents, employees, members, or third parties.
17. MSA shall acquire and maintain comprehensive General Liability Insurance on a commercial General Liability form and on an occurrence basis, providing such coverage as personal injury, bodily injury, contractual liability, broad form property damages, independent contractor, completed operations and products, coverage for premise/operations, Ohio stop gap, uninsured liability, and public liability coverage as shall protect it and the City, and any subcontractor during this Agreement from claims of or damage which are incurred solely from the negligent acts or omissions of MSA, whether such activity be by itself or by subcontractor, or by anyone directly or indirectly employed by either of them, or in such manner as to impose liability on the City. Such insurance shall name the City as additional insured and shall hold harmless the City against all suits and claims, which are incurred, solely from the negligent acts or omissions of MSA. The amount of the coverage shall be at least Five Million (\$5,000,000.00) Dollars per occurrence and Five Million (\$5,000,000) Dollars in the aggregate. MSA shall provide the City with proof of said insurance prior to March 1 of each calendar year.
18. MSA shall indemnify, defend, and hold harmless the City, including, but not limited to its public officials, employees, departments and divisions against any and all damages, claims, liabilities and expenses of any nature whatsoever, including, but not limited to personal injury, death and/or property damage arising out of or in connection with the failure of MSA to perform its duties in accordance with the terms of this Agreement.
19. MSA shall defend, indemnify, and hold the City harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the result from the negligent or intentional acts or omissions of the Monroe Soccer Association, its officers, agents or employees.

The City of Monroe shall defend, indemnify, and hold MSA harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.

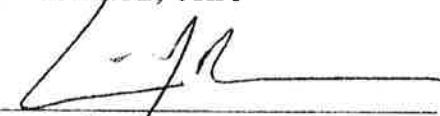
20. MSA shall operate without discrimination as to sex, race, creed, or national origin and will comply with all applicable statutes, laws, ordinances, rules and regulations.
21. This Agreement may be amended, altered, or changed, only by the written consent of both parties.
22. In the event of a contemplated change in ownership of either the Park as a whole or more specifically the Park land subject to this agreement, to wit the Soccer Fields and/or associated facilities, the City will submit written notice of this contemplated change to MSA in a reasonably prudent time and manner outlining as much of the details of said change as are known at the time. Subsequent to such initial written notice, the City is required to provide regular updates in writing to MSA as to the foreseeability and probability of such ownership change, as well as any additional details that have become known since the last update. These updates shall be made at least quarterly if not more frequently as deemed appropriate by both parties.
23. In light of any contemplated change in ownership impacting the entirety of the Park or the subject soccer fields/facilities, to the extent permitted by Ohio law, MSA shall have the first right of refusal relative to purchasing the portion of the Park subject to this agreement, including the fields and facilities. The substantiation of this right will bolster MSA's ability to compete for grant monies from national soccer organizations, which aid in the development and maintenance of the Soccer Fields and facilities at the Park, in addition to developing and further enhancing the initiatives of the MSA program(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first stated above.

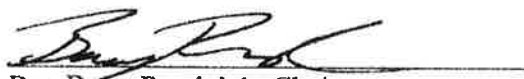
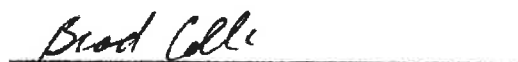
Signed in the presence of:



CITY OF MONROE, OHIO


By: William J. Brook, City Manager

MONROE SOCCER ASSOCIATION, INC.


By: Barry Randolph, Chairman
Board of Directors



City of Monroe Initial Event Application

This form should be used to submit an initial request to conduct an event within the City of Monroe. Please fill out all applicable fields to the best of your knowledge.

Name of Event Organizer: **Monroe Sports Association**

First Name: **Jason**

Last Name: **Laux**

Organization Name: **Monroe Sports Association**

Address: **PO Box 183**

City: **Monroe**

State: **Ohio**

Zip Code: **45050**

Phone

Email: **lauxjason@hotmail.com**

What is the name of the Event? **Monroe Sports Association (Baseball) 2021**

Event Type (Select All that Apply) ☒ **Athletic Event** ☐ **Concert** ☐ **Cultural**
☐ **Educational** ☐ **Entertainment** ☐ **Environmental** ☐ **Fundraiser** ☐ **Parade**
☐ **Other (If other, please describe event type)**

What is the purpose of the event?

2021 Monroe Baseball

Please provide a detailed description of the event, including all elements you wish to have at the event.

2021 Monroe Sports Association Baseball Season

Please indicate which elements you anticipate including at the event. (Check All That Apply)

Closure of public roadways, alleys or parking lots

Erecting temporary structures such as booths, tents, inflatable apparatus', bounce house or stages

Providing musical or other entertainment

Having animals or petting zoo

Using facility electric or generator for power sources

Offering for sale of food and/or drink

None of the above

Is the event open to the public? **X** Yes No

Desired Event Location

Monroe Community Park

Is this a one-day or multi-day event? One-Day Event **X Multi-Day Event**

If multi-day event, list number of days: **03/01/21 to 10/31/2021**

If your preferred date is not available, please list potential alternate dates **N/A**

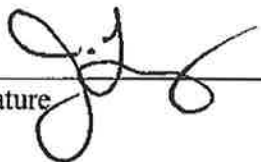
Anticipated Attendance Less than 20 20-50 50-75 75 - 100 **X 100+**

Application Submission Process

Submitting this Special Event Application is not a confirmation to conduct our planned event. Further details regarding the specifics of the event will be required prior to approval of the event. The event organizer will be contacted by the City of Monroe after reviewing the initial application. Please do not send out event notices, publicity flyers, etc. prior to receiving approval.

Upon submission, you will receive a confirmation email indicating your event application has been received. If you do not receive this email, please contact us at 513-727-8953.

Signature. By signing below you are agreeing to abide by the rules and regulations of the City of Monroe including, but not limited to the conditions established by the Park and Recreation Board, the City Manager or designee, and/or the Council of the City of Monroe.

X 
Signature

02/16/2021
Date

Park Facilities Regulations

Parks shall mean real property, or portion thereof, owned by the City of Monroe used and open to the public for pleasure, exercise, kept in its natural state to protect plants and animals, recreation, events, and sports. Parks shall not include the log cabin and the area around the log cabin, owned by the Monroe Historical Society, located in the Monroe Community Park.

No alcoholic beverages shall be permitted in any park except for certain events as approved by Council. No gambling shall be permitted in any park. No motor vehicles (cars, motorcycles, mini-bikes, trail bikes or ATV vehicles) shall be permitted off the designated roadway and parking areas except during certain events with the recommendation of the Park and Recreation Board and approval of the City Manager. If approval is received, no vehicle will be driven over 10 MPH. No bicycles shall be permitted on the infields of any of the ball diamonds. No profane or abusive language shall be permitted. No disorderly conduct shall be allowed.

The parks may be made available to various groups subject to these rules and regulations and subject to any other special rules established by the Park and Recreation Board. The use of the parks is a privilege, and may be withdrawn if any group fails to meet the standards set forth herein. Any group may be denied use of the parks if the City Manager deems it in the best interest of the City to do so. Official municipal-related activities and meetings shall have first call on all parks. With the exception of official municipal-related activities and meetings, the following shall be used by the Park and Recreation Board and the City Manager to establish priorities for scheduling 1) first priority shall be granted to local sports groups recognized and designated by the Park and Recreation Board. The schedules shall be approved by the Park and Recreation Board following submittal of a written request. These requests shall include a financial statement showing the group's prior year operation; 2) second priority shall be to any resident groups. Resident groups shall be defined as those groups membership is open to Monroe residents and whose members reside within the municipality or, in the case of a business-related or sponsored group, the business is located within Monroe; and 3) third priority shall be to nonresident groups, which shall be defined as groups comprised of members who reside outside of Monroe or a business-related or sponsored group where the business is located outside of Monroe.

A \$100.00 deposit must be submitted to the City of Monroe 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. The group 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 group is responsible for obtaining their own permits and vendor's license and provide written evidence to the City thereof. The group shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the concession stand.

A one or two-day reservation for the use of the parks, a group request must be submitted to the City Manager or designee at least two weeks in advance of the requested date. If no higher priority group has requested use for the dates in question, the City Manager may issue permission. A schedule of reservations shall be maintained and available at the municipal offices during regular business hours. Any group using the parks shall be responsible for returning the property to the municipality in the same condition as received, normal wear and tear accepted. This includes clearing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the approved use. The City will furnish adequate trash receptacles. Any group use the parks shall hold the City of Monroe harmless and indemnify the City of Monroe for any claims and damages arising out of its use or occupancy of the facilities. Groups or associations granted permission to use the parks for a regular season schedule shall maintain during their use a general liability insurance policy naming the City of Monroe as an additional insured in an amount of at least \$1,000,000 aggregate on the approved use. A copy of the policy or certificate must be filed with the City Manager or designee prior to the approved use. Any group using park facilities shall be required to meet all requirements under any federal or state laws pertaining to the Americans with Disabilities Act (ADA) and the various civil rights acts. No group shall engage in any business in the parks that violate any existing state or federal law or municipal ordinance or in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities. No group shall make any temporary or permanent improvements or changes to the parks without written approval of the City Manager.

USE AGREEMENT

This Agreement made by and between the City of Monroe, hereinafter called the "City", and Monroe Sports Association, hereinafter called "Monroe Sports Association".

WITNESSED

WHEREAS, the City owns Monroe Community Park, located at 550 South Main Street, Monroe, Ohio; and

WHEREAS, the Monroe Sports Association desires to use the park for the 2021 Monroe Baseball Season on March 1, 2021 thru October 31, 2021.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

USE

1. The City hereby grants permission to Monroe Sports Association for the use of Community Park, located at 550 South Main Street, Monroe, Ohio, as designated on Exhibit "A", on March 1, 2021 thru October 31, 2021 from _____ .M. to _____ .M. for the 2021 Monroe Baseball Season with applicable set-up and tear-down activities and times.
2. The City hereby grants Monroe Sports Association permission to use Monroe Community Park

_____ and be closed from vehicle traffic beginning _____, _____, _____ from _____ .M. through _____ .M. _____, _____, _____ or earlier upon tear down of the event.

3. The Monroe Sports Association shall occupy and use the leased premises solely for the purposes of the 2021 Monroe Baseball Season and related activities.

ASSOCIATION RESPONSIBILITIES

1. The Monroe Sports Association shall comply with all event requirements and shall provide all event planning requirements, alcohol permit, final event layout, event set-up and tear-down plans and time frames, security plans, vendor licenses, etc. to the City thirty (30) days in advance of the event.
2. The security plan, including alcohol sales/consumption and crowd control measures, shall be submitted, for approval by the Fire Chief and Chief of Police thirty (30) days in advance of the event.
3. N/A shall place a fencing barrier around the event venue, at locations and through methods approved by the City, and charge admission for the event. N/A, at its own expense, shall install and remove the fencing per requirement of the City.
4. N/A shall obtain the appropriate alcohol sales permit from the State and adhere to all its requirements. N/A shall adhere to the following requirements.
 - a. Contain alcohol sales and consumption within the designated event boundaries with the type of barrier approved by the City.
 - b. Limit alcohol sales times to 11:00 am - 10:30 pm, ending one hour before the scheduled event ending time, and post copies of permit and sales hours at all sales and serving locations.

- c. Limit alcohol to beer.
 - d. Limit sales to two (2) drinks per person per transaction.
 - e. Limit container size maximum of 16 ounces and price per container minimum of \$5; beverages must be dispensed in plastic cups.
 - f. Servers and consumers must be age 21 or older.
 - g. Age of consumers verified with a wristband and conducted in an area separate from the serving area.
 - h. Servers, ticket sellers and ID checkers must be trained in alcohol sales in compliance with State laws.
 - i. Alcohol may not be carried into or out of the designated area/venue.
 - j. Alcohol may not be consumed on the stage.
 - k. Alcohol may not be consumed by event organizers, workers or volunteers.
 - l. Alcohol may not be brought into the event venue except by the authorized distributor.
5. The Monroe Sports Association, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City.
 6. The Monroe Sports Association and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the Monroe Sports Association's expense.
 7. Monroe Sports Association contracts with any performer or vendor shall not place any liability upon the City.
 8. Monroe Sports Association shall maintain the cleanliness of the property utilized by Monroe Sports Association and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. Monroe Sports Association shall coordinate with the City the location and delivery and pick-up of any event support items such as port-o-lets and dumpster.
 9. The Monroe Sports Association shall be responsible for basic clean-up of the facilities after the conclusion of the event and remove all trash and cooking waste, etc. from the site.
 10. Monroe Sports Association is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by Monroe Sports Association activities.
 11. Monroe Sports Association event organizers and representatives shall be present at the event during the entire event.
 12. Monroe Sports Association shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
 13. Monroe Sports Association agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
 14. Monroe Sports Association shall designate one individual to serve as liaison between the City and Monroe Sports Association. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the exclusive use of the park property for said event.

2. The City shall provide police support services, paramedics, park support and electrical support as deemed necessary based on the plans and actual activities for the event. The City shall provide trash toters and arrange for a temporary dumpster for the event unless the Monroe Sports Association secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the Monroe Sports Association.
3. The City hereby agrees that this Use Agreement authorizes the selling and consumption of alcohol in the event venue pursuant to Section 1064.02(a) of the Codified Ordinances.
4. The City hereby agrees that if the Association shall perform all of the above covenants, undertakings and agreements contained herein, it shall during the term hereof, freely, peaceably and quietly enjoy the use of the designated property for said purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
5. The City agrees to designate the Director of Public Works as the City liaison to Monroe Sports Association.

FEES

1. This event shall be cost neutral for the City support services and any other direct expenses for the event including event insurance or dumpster rental expenses. Costs are estimated to be NA and are detailed in Exhibit "B." As staff reviews plans for park set-up and vendor needs, the estimate may be modified. Fifty percent of the final estimate cost shall be paid as a deposit to the City by _____.
2. The City will submit an invoice for the balance of the actual expenses less the paid deposit to the N/A within two weeks of the event. The _____ shall pay the balance within thirty (30) days of receipt of the invoice.
3. The N/A shall provide fifty percent (50%) of the event net proceeds, if any, to the City for the Park Fund and shall retain fifty percent (50%) for event start-up expenses for future events. Payment shall be paid to the City within sixty (60) days of the event. _____ shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. Monroe Sports Association agrees to indemnify, hold harmless and defend the City, their officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, their officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Monroe Sports Association its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Monroe Sports Association's obligations pursuant to this contract. Monroe Sports Association 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 any under the City's control) to any person(s) or the property of the parties, or anyone on or about the property.
2. Monroe Sports Association agrees to obtain and maintain for the duration of this Agreement at their own cost and expense commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured. N/A or alcohol permit holder shall also obtain and maintain for the duration of the Agreement liquor liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured.

- The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - Additional Insured Status: City, its officers, employees, agents and volunteers shall be covered as Additional Insureds with respect to liability arising out of all activities by or on behalf of the Monroe Sports Association with respect to the Monroe Sports Association.
 - Primary Coverage: For any claims related to this Agreement, Monroe Sports Association's insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of Monroe Sports Association's insurance and shall not contribute with it.
 - Notice of Cancellation: Each insurance policy required above shall not be canceled, except with written notice to the City. Monroe Sports Association shall promptly notify the City upon receipt of a notice of cancellation or material modification of coverage.
 - Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

3. Monroe Sports Association shall, at the time of the execution of this Agreement, furnish the City with a certificate(s) of insurance evidencing the coverages required above. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

TERMINATION OF AGREEMENT

1. The City retains the right to cancel the event in its entirety or any portion thereof upon Monroe Sports Association's failure to comply with any or all terms and conditions of the above covenants, undertakings and agreements contained herein. Cancellation may be prior to or during said event.

ENFORCEABILITY

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement on the _____ day of _____, _____.

CITY OF MONROE (CITY)

By _____
William J. Brock, City Manager

Date _____, 20 ____

Witness _____

Date _____, 20 ____

By X _____

Date 02/16, 20 21

Witness Donna Campbell

Date 2/16, 20 21

May 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	1	2	3	4	5	6	7
9	10	11	12	13	14	15	8	9	10	11	12	13	14
16	17	18	19	20	21	22	15	16	17	18	19	20	21
23	24	25	26	27	28	29	22	23	24	25	26	27	28
30	31						29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 25	26	27	28	29	30	May 1
2	3	4	5	6	7	8
						8:00am DAYTON DISC GOLF CARNATION CLASSIC EVENT (FRONT AND REAR)
9	10	11	12	13	14	15
Rear Shelter Area Reserved Routson Family All Day - Community Park						
16	17	18	19	20	21	22
8:00am DAYTON DISC GOLF DDG/CCS DISC GOLF EVENT (FRONT & REAR SHELTER) -				2:00pm FOOD TRUCK FAIR - JOSH KING - NO SHELTER RESERVATIONS -		8:00pm MOVIE IN THE PARK - MULAN - Community Park Shelters
23	24	25	26	27	28	29
						12:00pm HOLD TENTATIVE - COURTNEY JACOBS - BIRTHDAY PART
30	31	Jun 1	2	3	4	5

June 2021

June 2021							July 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 30	31	Jun 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
						3:00pm BILL BROCK (FRONT SHELTER) - Community Park 8:00pm MOVIE IN THE PARK - FROZEN II -
20	21	22	23	24	25	26
27	28	29	30	Jul 1	2	3

July 2021

July 2021

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 27	28	29	30	Jul 1	2	3
4	5	6	7	8	9	10
						NO SHELTER RESERVATIONS - TENTATIVE DISC GOLF TOURNAMENT
11	12	13	14	15	16	17
						8:00pm MOVIE IN THE PARK - TOY STORY 4 - Community Park Shelters
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 1	2	3	4	5	6	7
8	9	10	11	12	13	14
					10:00am TOUCH A TRUCK - JOSH KING - NO SHELTER RESERVATIONS DURING EVENT	8:00pm MOVIE IN THE PARK - TROLLS WORLD TOUR - Community Park Shelters
15	16	17	18	19	20	21
						10:00am BONNIE BAILEY 513-424-0402 (Rear Shelter) - Community Park Shelters
22	23	24	25	26	27	28
29	30	31	Sep 1	2	3	4

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	3	4	5	6	7	8	9
12	13	14	8	9	10	11	10	11	12	13	14	15	16
19	20	21	15	16	17	18	17	18	19	20	21	22	23
26	27	28	22	23	24	25	24	25	26	27	28	29	30
			29	30			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
				2:00pm FOOD TRUCK FAIR - JOSH KING - NO SHELTER RESERVATIONS DURING EVENT -		12:00pm RICK GARDNER, 1969 LMHS REUNION, 8:00pm MOVIE IN THE PARK - ONWARD -
19	20	21	22	23	24	25
26	27	28	29	30	Oct 1	2