



Park and Recreation Board
February 14, 2024 - 6:00 PM
233 South Main Street, Monroe, Ohio

Call to Order

Roll Call

Approval of Minutes

- January 10, 2024

Old Business

- None

New Business

- Josh King, Police Department - discuss 2024 Food Truck Fairs, 2024 Touch-A-Truck and April 8, 2024 Solar Eclipse Event
- Monroe Sports Association (Baseball) - City of Monroe Initial Event Application/Use Agreement
- Monroe Sports Association (Soccer) - City of Monroe Initial Event Application/Use Agreement

Administrative Reports

- 2024 Movie in the Park Series
- March 13, 2024 Park and Recreation Board Meeting Location Change to Administrative Conference Room

Adjournment



PARK AND RECREATION BOARD MINUTES

January 10, 2024 – 6:00 P.M.

233 South Main Street, Monroe, Ohio

CALL TO ORDER: The Park and Recreation Board meeting was called to order by Chair Paul Koloszar at 6:00 PM.

ROLL CALL

The following members were present: Paul Koloszar, Jonathan Granville and Josh Howard.

Staff members present: Public Works Director Gary Morton, Assistant Public Works Director Brian Perkins and Recording Secretary Donna Campbell.

At this time the Board took nominations for the appointment of officers (Chairperson and Recording Secretary).

Mr. Granville made a motion to nominate Paul Koloszar as 2024 Park and Recreation Board Chairperson; seconded by Mr. Howard. Voice vote. Motion carried.

Mr. Koloszar made a motion to nominate Donna Campbell as 2024 Park and Recreation Board Recording Secretary; seconded by Mr. Granville. Voice vote. Motion carried.

APPROVAL OF MINUTES: Mr. Granville moved to approve the meeting minutes from November 8, 2023; seconded by Mr. Howard. Voice vote. Motion carried.

OLD BUSINESS:

None.

NEW BUSINESS:

Josh King, Police Department, was on the agenda to discuss 2024 Food Truck Fairs and 2024 Touch-A-Truck, but had to cancel and reschedule to the February Park and Recreation Board meeting.

ADMINISTRATIVE REPORTS:

Mr. Morton discussed the 2024 Solar Eclipse event on April 8, 2024 at Community Park. He stated the City is continuing to move forward with the event and the down payment has been made to Cincinnati Circus for the bounce houses, games, etc. Mr. King will be able to give an update at the February Park and Recreation Board meeting regarding the food trucks and band as he is organizing that. There will be a committee meeting held later this month to talk about hiring a DJ. The committee is made up of staff members from various divisions/departments. The event will be from 12:00 noon to 8:00 PM with the first four hours of entertainment being the DJ and



the last four hours being the band. The City has ordered 4,000 pairs of glasses and is currently working on a design for merchandise. Once the design is finalized, it will be set up on the website so T-shirts, sweatshirts, etc. can be ordered for the event. Hopefully, this will be ready by mid-February. Monroe City Schools are cancelled that day and a large crowd is anticipated.

Mr. Morton mentioned there are no new updates on the Great Miami River Trail at this time. Financing is still being discussed as Miami Conservancy District applied for a grant and it was not funded. The City of Monroe will be working closely with Butler County Metro Parks and Miami Conservancy District on this project.

Mr. Morton discussed that there was money funded in the 2024 budget to replace the roof on the concession stand at Community Park and fencing on Field #1 will get replaced. Public Works is also hoping design work for drainage at Community Park can be accomplished in 2024. Mr. Morton stated he will have a better update in the future on everything included in the 2024 budget for parks.

ADJOURNMENT:

Mr. Granville moved to adjourn; seconded by Mr. Howard. Voice vote. Motion carried.

The Park and Recreation Board meeting adjourned at 6:11 PM.

Respectfully submitted,

Donna Campbell
Recording Secretary



City of Monroe Initial Event Application

SPORTS ASSOCIATION FORM

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: Matt

Last Name: Haddix

Organization Name: Monroe Sports Association (Baseball)

Address: PO Box 183

City: Monroe

State OH

Zip Code 45050

Phone 513-849-9546

Email: matthaddix15@gmail.com

What is the name of the Event? Monroe Sports Association 2024 Baseball/Softball

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? 2024 Monroe Baseball/Softball

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

2024 Monroe Sports Association Baseball/Softball 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? Yes No

Desired Event Location: Monroe Community Park

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

If multi-day event, list number of days
March 1st thru October 31, 2024

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

Anticipated Attendance (nightly)	Less than 20	20-50	50-75	75 - 100	100+
-------------------------------------	--------------	-------	-------	----------	------

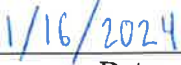
Application Submission Process

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 


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 whose 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.

For 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 (Baseball), hereinafter called "____MSA____".

WITNESSED

WHEREAS, the City owns Monroe Community Park, located at 500 S. Main Street, Monroe, Ohio; and

WHEREAS, the MSA desires to use the park for the 2024 MSA Baseball Season on March 1st to October 31st.

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 MSA (Baseball) for the use of Monroe Community Park, located at 500 S. Main Street, Monroe, Ohio, as designated on Exhibit "A", on March 1, 2024, to October 31, 2024 from _____ .M. to _____ .M. for the 2024 Baseball/Softball Season with applicable set-up and tear-down activities and times.
2. The City hereby grants _____ MSA _____ 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 MSA shall occupy and use the leased premises solely for the purposes of the 2024 Monroe Baseball/Softball season and related activities..

ASSOCIATION RESPONSIBILITIES

1. The MSA 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 MSA, 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 MSA and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the MSA's expense.
 7. MSA contracts with any performer or vendor shall not place any liability upon the City.
 8. MSA shall maintain the cleanliness of the property utilized by MSA and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. MSA 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 MSA 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. MSA is responsible for all costs of maintenance and repair of damage to the playing fields, physical structure, equipment or park property that is caused by MSA activities. This includes but is not limited to any repairs/upgrades to ball diamonds, and any over seeding to any playing field areas. The association would also be responsible for any irrigation costs related to maintenance of the playing fields. The City will not pay for any irrigation system or for any water used for irrigation.
 11. MSA event organizers and representatives shall be present at the event during the entire event.
 12. MSA shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
 13. MSA agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
 14. MSA shall designate one individual to serve as liaison between the City and MSA. The liaison will coordinate needs and uses with the Director of Public Works or designee.
 15. MSA shall notify the City at least 4 (four) weeks prior to any event/tournament being held outside of regular schedule.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the 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 MSA secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the MSA.
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 shall provide restroom facilities. The restrooms will be opened from April 1st thru October 31st. In the event of cold weather the rear restrooms at Crossings Park may be opened later than April 1st and closed earlier than October 31st due to there not being any heat in those restrooms. If the Association wants restroom facilities sooner or later than these dates the Association may pay to have two (2) port-a-lets placed in the park for use.
5. 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.
6. The City agrees to designate the Director of Public Works as the City liaison to MSA.

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 \$0 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 N/A 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. N/A shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. MSA 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 MSA, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform MSA's obligations pursuant to this contract. MSA 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. MSA 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. 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 MSA with respect to the MSA.
 - Primary Coverage: For any claims related to this Agreement, MSA's insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of MSA'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. MSA 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. MSA 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 MSA'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 _____
Larry Lester, City Manager

Date _____, 20 _____

Witness _____

Date _____, 20 _____

ORGANIZATION: Monroe Sports Association (Baseball)

By _____
Josh Patrick, MSA board member

Date January 16, 20 24

Witness Donna Campbell

Date 1/16, 2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller Insurance, Inc. 36 S. Breiel Blvd PO Box 952 Middletown OH 45042-0952	CONTACT NAME: Martin Miller	
	PHONE (A/C, No, Ext): (513) 422-3621 FAX (A/C, No): (513) 422-1376	
	E-MAIL ADDRESS: marty@millerinsinc.com	
INSURED Monroe Sports Association P.O. Box 183 Monroe OH 45050-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: WEST BEND MUTUAL INSURANCE	15350
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	B302125	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A			PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

AI 198917

City Of Monroe 233 S Main St Monroe OH 45050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Monroe Initial Event Application

SPORTS ASSOCIATION FORM

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: Matthew

Last Name: Ellis

Organization Name: Monroe Soccer Association

Address: PO Box 24

City: Monroe

State OH

Zip Code 45050

Phone

Email: info@monroesoccer.net

What is the name of the Event? Monroe Soccer Association 2024 Season

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? Soccer league, practice and games

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

Soccer practice and games for Monroe SAY and Monroe Premier FC, both under Monroe Soccer Association starting around March 1st. The spring season ending at the end of May and the fall season running from August 1st and ending at the end of October. Practices run from 5 pm until dark. During the summer, a week long camp should take place, along with conditioning starting in July.

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: Monroe Crossings Park

Is this a one-day or multi-day event? ☐ One-Day Event ☒ Multi-Day Event

If multi-day event, list number of days

March 1st thru October 31, 2024

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

Anticipated Attendance (nightly)	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.

Matthew Ellis

1/29/2024

Signature

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 whose 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.

For 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 Soccer Association _____, hereinafter called "____ MSA ____".

WITNESSED

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

WHEREAS, the MSA desires to use the park for the 2024 MSA Soccer Season on March 1st to October 31st.

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 MSA for the use of Monroe Crossings Park, located at 6307 Crossings Blvd., Monroe, Ohio, as designated on Exhibit "A", on March 1, 2024, to October 31, 2024 from _____.M. to _____.M. for the 2024 Soccer Season with applicable set-up and tear-down activities and times.
2. The City hereby grants MSA permission to use Monroe Crossings Park

and be closed from vehicle traffic beginning _____, _____, _____ from _____.M. through _____.M. _____, _____, _____ or earlier upon tear down of the event.
3. The MSA shall occupy and use the leased premises solely for the purposes of the soccer practice, games and related activities.

ASSOCIATION RESPONSIBILITIES

1. The MSA 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 MSA, 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 MSA and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the MSA's expense.
 7. MSA contracts with any performer or vendor shall not place any liability upon the City.
 8. MSA shall maintain the cleanliness of the property utilized by MSA and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. MSA 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 MSA 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. MSA is responsible for all costs of maintenance and repair of damage to the playing fields, physical structure, equipment or park property that is caused by MSA activities. This includes but is not limited to any repairs/upgrades to ball diamonds, and any over seeding to any playing field areas. The association would also be responsible for any irrigation costs related to maintenance of the playing fields. The City will not pay for any irrigation system or for any water used for irrigation.
 11. MSA event organizers and representatives shall be present at the event during the entire event.
 12. MSA shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
 13. MSA agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
 14. MSA shall designate one individual to serve as liaison between the City and MSA. The liaison will coordinate needs and uses with the Director of Public Works or designee.
 15. MSA shall notify the City at least 4 (four) weeks prior to any event/tournament being held outside of regular schedule.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the 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 MSA secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the MSA.
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 shall provide restroom facilities. The restrooms will be opened from April 1st thru October 31st. In the event of cold weather the rear restrooms at Crossings Park may be opened later than April 1st and closed earlier than October 31st due to there not being any heat in those restrooms. If the Association wants restroom facilities sooner or later than these dates the Association may pay to have two (2) port-a-lets placed in the park for use.
5. 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.
6. The City agrees to designate the Director of Public Works as the City liaison to MSA.

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 \$0 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 N/A 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. N/A shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. MSA 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 MSA, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform MSA's obligations pursuant to this contract. MSA 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. MSA 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. 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 MSA with respect to the MSA.
- Primary Coverage: For any claims related to this Agreement, MSA's insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of MSA'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. MSA 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. MSA 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 MSA'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 _____
Larry Lester, City Manager

Date _____,

Witness _____

Date _____, 20 _____

ORGANIZATION: Monroe Soccer Association

By Matthew Ellis

Date January 29th, 2024

Witness Donna Campbell

Date 1/29, 20 24



MSA Field Layout

Monroe Crossing Park

6307 Crossing Blvd Monroe, OH 45050



- Field 1-6 / 3v3 & 5v5
- Field 7-8 / 5v5
- Field 9 / 7v7
- Field 10-11 / 11v11
- Field 12-13 / 9v9
- Field 14-17 / 7v7
- Field 18-19 / 5v5

- Restrooms
- Playground
- P Parking



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804 www.kandkinsurance.com Lic No. 0334819	CONTACT NAME: K&K Insurance Group, Inc. PHONE (A/C, No, Ext): 800-441-3994 FAX (A/C, No): 260-459-5120 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company NAIC # 23809 INSURER B: National Union Fire Ins Co Pittsburgh PA 19445 INSURER C: Hartford Life & Accident Insurance Company 88072 INSURER D: INSURER E: INSURER F:
--	--

COVERAGES**CERTIFICATE NUMBER:** 75024553**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		AIL0003450283800	7/1/2023	7/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Legal Liability to Part \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02CA0442509050	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			AIX0003450283900	7/1/2023	7/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Participant Accident			OFE-0360010260901	7/1/2023	7/1/2024	Excess Medical \$50,000 AD&D \$10,000 Deductible \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of S.A.Y. Soccer U.S.A. and their registered members. The certificate holder is named as an additional insured but only with respect to the operations of the named insured.
This certificate is issued on behalf of Monroe Soccer Association

CERTIFICATE HOLDER**CANCELLATION**

Monroe Crossings Park Crossings Blvd. Monroe OH 45050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Lunsford
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD