



Park and Recreation Board

May 8, 2024 - 6:00 PM

233 South Main Street, Monroe, Ohio

Call to Order

Roll Call

Approval of Minutes

- April 10, 2024

Old Business

- None

New Business

- Casey Walters, Wee Hornet Football and Cheer LLC - City of Monroe Initial Event Application/Use Agreement

Administrative Reports

- Updates

Adjournment



PARK AND RECREATION BOARD MINUTES

April 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 P.M.

ROLL CALL

The following members were present: Paul Koloszar, Jonathan Granville, Michael Marchetti, Josh Howard and Joe Grace.

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

APPROVAL OF MINUTES: Mr. Marchetti moved to approve the meeting minutes from March 13, 2024; seconded by Mr. Granville. Voice vote. Motion carried.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

ADMINISTRATIVE REPORTS:

Mr. Perkins updated the Board on the April 8, 2024 “Party in the Dark – A Solarbration” event that took place at the Community Park. It was estimated that approximately 4,000 to 5,000 people were in attendance, and Public Works received compliments and good feedback about the event.

Mr. Perkins discussed Crossings Park and mentioned the AED cabinet is in, and the unit can be installed, but the transformer that sounds the alarm when it is open is not working, so Public Works is getting a replacement. Public Works has also filled in ruts on the hillside and repaired the catch basin. He also discussed pricing being sought on engineering services from the west end of the parking lot to Crossings Blvd to get 30% engineering costs and a design plan for additional parking, parking lights, and electricity for future food trucks. The cost for the drawings and layout design would be entered in the 5-year capital budget.



Mr. Perkins also updated the Board on Community Park and stated the hydrology study was approved by City Council, and design should start soon on Phase One of the study. Public Works Crews upgraded the concession stand, including painting and epoxy floors. Work was also completed on Field 1 for drainage with field drains and extended retaining walls to divert water. He mentioned Public Works is planning to do work in the ditch area. The Field 2 fence will be replaced after the baseball season ends. He also stated that on May 16, 2024 the first 2024 Food Truck Fair will be held at Community Park.

Mr. Perkins discussed the Bicentennial Commons Hydrology Study and stated that the study is for the Board to review and will be discussed in the future. He also mentioned the upcoming Coffee and Crawlers event at Bicentennial Commons on May 11, 2024, from 8:00 A.M. to 2:00 P.M.

ADJOURNMENT:

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

The Park and Recreation Board meeting adjourned at 6:14 P.M.

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 **Wee Hornet Football and Cheer LLC**

First Name Casey

Last Name Walters

Organization Name **Wee Hornet Football and Cheer LLC**

Address PO Box 200

City Monroe

State Ohio

Zip Code 45050

Phone 513-280-2222

Email caseywalters81@gmail.com

What is the name of the Event?

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 Practice for Football and Cheer

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

Football and Cheer Practice

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

X None of the above

Is the event open to the public? Yes X 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 07/01/24 thru 11/30/24

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

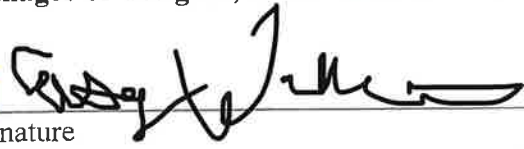
Anticipated Attendance Less than 20 20-50 50-75 75 - 100 X 100+

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

4/10/24

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 Wee Hornet Football & Chair, hereinafter called "WHFC".

WITNESSED

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

WHEREAS, the WHFC desires to use the park for the 2024 Practice for Football & Cheer on July 1, 2024 thru November 30, 2024.

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 WHFC for the use of Community Park, located at 500 South Main Street, Monroe, Ohio, as designated on Exhibit "A", on July 1, 2024 thru November 30, 2024 from _____ .M. to _____ .M. for the 2024 Practice for Football & Cheer with applicable set-up and tear-down activities and times.

2. The City hereby grants WHFC 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 WHFC shall occupy and use the leased premises solely for the purposes of the 2024 Practice for Football & Cheer and related activities.

ASSOCIATION RESPONSIBILITIES

1. The WHFC 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 **WHFC**, 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 **WHFC** and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the **WHFC**'s expense.
 7. **WHFC** contracts with any performer or vendor shall not place any liability upon the City.
 8. **WHFC** shall maintain the cleanliness of the property utilized by **WHFC** and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. **WHFC** 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 **WHFC** 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. **WHFC** is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by **WHFC** activities.
 11. **WHFC** event organizers and representatives shall be present at the event during the entire event.
 12. **WHFC** shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
 13. **WHFC** agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
 14. **WHFC** shall designate one individual to serve as liaison between the City and **WHFC**. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. 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 WHFC secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the WHFC.
2. 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.
3. 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.
4. The City agrees to designate the Director of Public Works as the City liaison to WHFC.

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

Date _____, 20 _____

Witness _____

Date _____, 20 _____

By X Ray Walter
Witness Donna Campbell

Date 4/10/24, 20 24
Date 4/10, 20 24



1 in = 188 ft

Public Works Map

Date: 7/2/2021





WEEHO-1

OP ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2023

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 Moon & Adrion Insurance 180 N Breiel Blvd Middletown, OH 45042 Kyle Kilburn	513-422-4504	CONTACT NAME: Kyle Kilburn PHONE (A/C, No, Ext): 513-422-4504 FAX (A/C, No): 513-422-7873 E-MAIL ADDRESS: kyle.kilburn@moonadrion.com
INSURED Wee Hornets Football and Cheer Casey Walters 614 Lebanon St. Monroe, OH 45050		INSURER(S) AFFORDING COVERAGE INSURER A: Arlington / Roe & Co. 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	NPP8909471	07/13/2023	07/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below					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)

The City of Monroe is listed as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Monroe
233 South 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
Kyle Kilburn