

RECORD OF RESOLUTIONS

Resolution No.: 2024-21

Passed: June 10, 2024

**RESOLUTION REGARDING VILLAGE PARK USAGE, REPEALING
ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH**

WHEREAS THE Village of West Lafayette Ohio's insurance company has indicated that the person handling the use of the village parks and release form has the authority of the Village; and

WHEREAS Municipal corporations have special power to sell or lease real estate or sell person property belonging to the municipal corporation, when such real estate or personal property is not needed for any municipal purpose under Ohio Revised Code Section 721.01.

THEREFORE, BE IT RESOLVED by the Council of the Village of West Lafayette, State of Ohio as follows:

SECTION I. The Village Administrator, Village Fiscal Officer, and/or Mayor will be the person who is authorized to sign the use and release form for use of the village parks. Reservation fees will be charged only for the right to use the desired facility. The fees for reservation is outlined on the Park Use & Release Form. These fees are designated for maintenance and upkeep of the facilities. Reservation forms can be picked up and turned in to the Village Administrative Office located at 113 East Railroad Street, during regular business hours.

The parks are still available for daily use at no fee. Meaning the parks are still open for public use and enjoyment.

The fee can be waived at the discretion of the Village Administrator and/or Mayor.

SECTION II. The Park Use & Release Form is attached hereto incorporated as a part of this resolution.

SECTION III. That said resolution will be in full force and effect according to law, upon passage by the Village Council, signed by the Mayor, and posting by the Fiscal Officer.

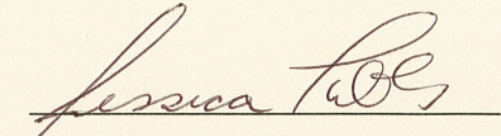
SECTION IV: The original Burt Park Agreement and Resolution, Resolution 2010-15, is included for record.

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Passed: June 10, 2024

PASSED IN COUNCIL THIS 10th day of June 2024.



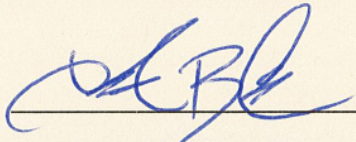
Jessica Tubbs, Mayor

ATTEST:



Amy Bourne, Fiscal Officer

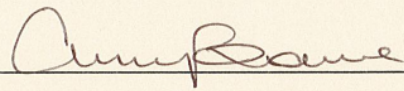
APPROVED AS TO FORM:



Joel Blue, Solicitor for the Village of
West Lafayette, Ohio

CERTIFICATE OF POSTING

The forgoing Resolution was posted according to law this 17th day of June . 2024



Fiscal Officer



Park Use & Release Form

Name: _____ Organization: _____

Address: _____ Phone: _____

Email: _____ Type of Event: _____

Date of Event: _____

Beginning Time: _____ AM/PM Ending Time: _____ AM/PM

Pricing: Burt Park: Band Stand \$50 _____ Gazebos \$15 ea. _____ Picnic Shelter \$25 _____

Waterworks Park: Picnic Shelter \$25 _____

Please make Payment by check or money order to the Village of West Lafayette.

Key may be picked up in the lock box at the Administration office after 5p.m. the day before the event. Code will be the last four digits of the telephone number listed above. Keys must be returned to the lock box immediately after the event.

THE PERSON/ORGANIZATION IDENTIFIED ABOVE AGREES TO:

1. Not to bring or consume alcoholic beverages on the premises.
2. Not to permit gambling on the premises.
3. To clean the premises and place all refuse in containers.
4. To reimburse the Village of West Lafayette for any damages to premises, building and equipment.
5. To use only the designated building, facilities, and restroom(s).
6. To accept the premises in its present condition and return it in the like condition.
7. To vacate the premises at the scheduled times.
8. No personal property shall be on the premises other than during the time period identified above.
9. Not to attach posters or signs to the premises.
10. To return all property to designated storage spaces.
11. Not to park or drive on the concrete dance area in front of the bandstand.
12. The above applicant agrees to defend, indemnify, and hold harmless the Village of West Lafayette from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Village of West Lafayette by reason of any damage to property, personal injury or bodily injury, including death sustained by any person; including without limitation the user or his invitees, whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the Village of West Lafayette, or by third parties, by the user or its invitee, or by the agents, servants, employees or factors of any of them.

I have read, understand, and agree to abide by the terms of the above agreement.

Signature: _____ Date: _____
(Applicant Name - Person or Organization)

Witness: _____ Date: _____
(For the Village of West Lafayette)

FOR OFFICE USE ONLY

Name of Person Taking Application _____

Date of Application _____ Structure Reserved _____ Paid in Full: Y/N

Amount Received: \$ _____ Cash/Check/Money Order Date Paid: _____

Comments: _____

Record of Resolutions

Resolution No.: 2010-15

Passed: June 14, 2010

RESOLUTION REGARDING USE OF BURT PARK

WHEREAS THE Village of West Lafayette, Ohio's insurance company has indicated that the person handling the use of Burt Park and release form have some authority for the Village, now therefore,

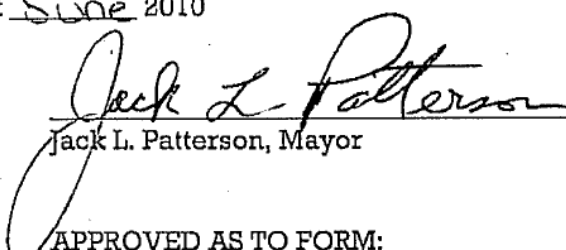
BE IT RESOLVED by the Council of the Village of West Lafayette, State of Ohio as follows:

SECTION I. Christy Patterson is designated as the person, at no salary, and as a volunteer, to act on behalf of the Village of West Lafayette, Ohio to sign the use and release form for Burt Park. No fee is to be charged for use of the park or its facilities, but donations will be accepted by the Village for maintenance and upkeep of the facilities. Donations should be made out to the Village of West Lafayette Park Fund. The donation can be dropped off at the Administrative Office located at 113 East Railroad Street by using the "Drop Box" in front of the Office at any time or office hours are 8 AM to 4 PM Monday to Friday.

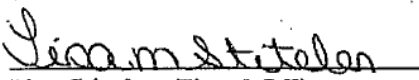
SECTION II. The use, and release form is attached hereto incorporated as a part of this resolution.

SECTION III. That said resolution be in full force and effect according to law, upon passage by the council, signing by the Mayor, and posting by the Fiscal Officer.

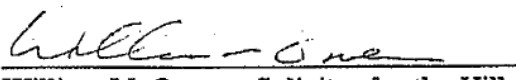
PASSED IN COUNCIL THIS 14th day of June 2010


Jack L. Patterson, Mayor

ATTEST:



Lisa Stiteler, Fiscal Officer

APPROVED AS TO FORM:


William M. Owens, Solicitor for the Village
of West Lafayette, Ohio

CERTIFICATE OF POSTING

The foregoing Resolution was posted according to law this 15th day of June, 2010


Fiscal Officer

Village of West Lafayette

Burt Park Use & Release Form

(Please print legibly)

Applicant:

Person/Organization: _____

Address: _____

Band Stand _____ Gazebos _____ Picnic Shelter _____ Grills _____

Purpose of Use: _____

Beginning Time: _____ AM PM End Time: _____ AM PM

Date to be used: ____ / ____ / ____ (mm/dd/yyyy)

No fee is charged for use of the park or its facilities, but donations will be accepted by the Village for maintenance and upkeep of the facilities. Donations should be made out to the Village of West Lafayette Park Fund. The donation can be dropped off at the Administrative Office located at 113 East Railroad Street by using the "Drop Box" in front of the Office at any time or office hours are 8 AM to 4 PM Monday to Friday.

Note: You are never allowed to park or drive on the concrete dance area in front of the handstand. Violators will be prosecuted.

THE PERSON/ORGANIZATION IDENTIFIED ABOVE:

1. Not to bring or consume alcoholic beverages on the premises.
2. Not to permit gambling on the premises.
3. To clean the premises and place all refuse in containers.
4. To reimburse the Village of West Lafayette for any damages to premises, building and equipment.
5. To use only the designated building, facilities and restroom(s).
6. To accept the premises in its present condition and return it in the like condition.
7. To vacate the premises at the scheduled times.
8. No personal property shall be on the premises other than during the time period identified above.
9. Not to attach posters or signs to the premises.
10. To return all property to designated storage spaces.
11. The above applicant agrees to defend, indemnify and hold harmless the Village of West Lafayette from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Village of West Lafayette by reason of any damage to property, personal injury or bodily injury, including death sustained by any person; including without limitation the user or his invitees, whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the Village of West Lafayette, or by third parties, by the user or its invitee, or by the agents, servants, employees or factors of any of them.

I have read, understand, and agree to abide by the terms of the above agreement.

Signature: _____ Date: _____
(Applicant: Person/Organization)

Witness: _____ Date: _____
(For the Village of West Lafayette)