

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading <u> X </u>	Waiver 3-Reading Rule <u> </u>
RESOLUTION NO: <u> 2017-1-3 </u>	Yes <u> </u>	Second Reading <u> </u>	Yes <u> X </u>
INTRODUCED BY <u> J. MILLER </u>	No <u> N </u>	Third Reading <u> </u>	No <u> </u>

A RESOLUTION ESTABLISHING THE USE RATE AND RENTAL RATES FOR THE VILLAGE OF BOSTON HEIGHTS POOLS, PARK, AND PAVILION FOR THE YEAR 2017

BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and State of Ohio;

Section 1: That the Use Rate and Rental Rate for the Village of Boston Heights pools, park, and pavilion as outlined in the attached Exhibits be adopted for the year 2017, beginning January 1, 2017, and thereafter.

Section 2: The Recreation Advisory Commission shall require a Fifty Dollar (\$50.00) deposit to be refunded once a Village representative or agent has reported to the Fiscal Officer that the pavilion, kitchen and/or other facility remains in an acceptable condition after the subject use. If the pertinent facility is not returned to the Village in such a fashion, the deposit shall be forfeited and the Village may assess any further costs to the user as may be reasonable to return the facility to an acceptable condition.

Section 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.


Section 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the continued operations of the Village Parks.

PASSED:



BILL GONCY, Mayor

ATTEST:



BETTY KLINGENBERG, FISCAL OFFICER

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2017-1-3** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this **10th** day of **January 2017**.



45 East Boston Mills Road

Boston Heights, OH 44236

Phone: 330-650-4111

**MATTHEWS THOMAS PARK
PAVILION/KITCHEN RENTAL - 2017**

PAVILION		PAVILION AND KITCHEN	
RESIDENT	\$130.00	RESIDENT	\$175.00
NON-RESIDENT	\$175.00	NON-RESIDENT	\$205.00

A \$50.00 REFUNDABLE DEPOSIT (SEPARATE CASH OR CHECK) IS REQUIRED WITH ANY RENTAL.

3% Admission tax is included in the rental fee.

A Reservation is confirmed when payment has been received in full.

Table and Chairs are available for rent for residents through valleyfiredistrict@gmail.com

NAME _____

ADDRESS _____

PHONE (S) _____

REQUESTED DATE/HOURS OF RENTAL _____

CHECK # _____ CASH _____

RECEIPT # _____

****Restrooms and Kitchen are closed at 8:00 PM (There is a Port-A-Pot available – 04/2017 – 11/2016)). If prior arrangements have been made to have keys for the kitchen, the return of the keys per arrangements must be adhered. Pavilion and/or kitchen will be inspected after use and before the deposit is returned. Pool passes (\$5.00 each) are to be purchased at the Village Hall unless other arrangements have been with the Fiscal Officer (Weekdays: 8 AM – 4:00 PM)**

BY _____ DATE _____



45 E. Boston Mills Road

Boston Heights, Ohio 44236

330-650-4111

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF THE RISKS

In consideration of the consent given by the MATTHEWS THOMAS PARK and/or the Village of Boston Heights, Ohio for the use of their facilities, swimming pool, and grounds, and as a condition of participating in activities within the parameters of the MATTHEWS THOMAS PARK and/or grounds, I, the undersigned, execute this Release and state, accept and make the statements contained herein.

I understand and acknowledge that the Village of Boston Heights, Ohio the MATTHEW THOMAS PARK and/or any of their facilities, swimming pool, employees, agents, public officials, legislative body, committees, grounds, equipment, and/or property, may expose me, my child(ren), my guest, members of my organization and/or my organization to certain risks of personal injury (including death) and other property damage, and I, on behalf of myself, my child(ren), my guest, members of my organization, am willing to and do hereby as indicated below my signature assume all these risks, known and unknown.

I accept full responsibility for any medical expenses and insurances to cover me, my child (ren), my guest, members of my organization and/or my organization for any personal injury (including death) and/or property damage arising out of any conditions and/or use of the Village of Boston Heights, Ohio and/or the MATTHEWS THOMAS PARK'S facilities, swimming pool, and/or grounds.

I hereby certify that I, my child (ren), my guest, and members of my organization are capable of participating in the activities of the MATTHEWS THOMAS PARK and/or any of their facilities, swimming pool and grounds and I, my child (ren), my guest, and members of my organization are healthy and have no physical or mental disabilities or infirmities that would restrict full participation in any activities except as listed below.

I, AS AN INDIVIDUAL AND ON BEHALF OF MY CHILD(REN), MY GUESTS, MEMBERS OF MY ORGANIZATION AND/OR MY ORGANIZATION, HEREBY WAIVE, RELEASE, AGREE TO DEFEND AND FULLY INDEMNIFY AND COVENANT NOT TO SUE THE VILLAGE OF BOSTON HEIGHTS, OHIO, THE MATTHEWS THOMAS PARK AND/OR ANY OF THEIR EMPLOYEES, AGENTS, PUBLIC OFFICIALS, BOARD, LEGISLATIVE BODY, COMMITTEES, AND/OR OTHER REPRESENTATIVES, FOR ANY AND ALL CLAIMS, RIGHTS, CAUSES OF ACTIONS, DEMANDS OR OTHERWISE, WHETHER FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, OR EXPENSE, WITHOUT LIMITATION, MADE ON ACCOUNT OF OR RELATED TO INJURY SUFFERED IN THE NORMAL COURSE AND USE OF THE VILLAGE OF BOSTON HEIGHTS, OHIO AND/OR THE MATTHEWS THOMAS PARK'S FACILITIES, SWIMMING POOL, AND/OR GROUNDS. WHETHER THE RESULT OF NEGLIGENCE OR ANY OTHER CAUSE.

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF THE RISKS.

Name, as an Individual and as Parent/Guardian and Representative

Date

Please list any physical limitations (allergies, hearing, sight, inability to swim, etc.) and person's name:



CHECK LIST FOR PAVILION CLEAN UP - 2016

NOTE: Kitchen facilities and restrooms will be open 05/01/2017 – 10/31/2017
If keys are needed for the kitchen, arrangements may be made through the Fiscal Officer
at 330-650-4111 X 3.

PICNIC TABLES:

- Table Tops are to be cleaned
- Trash must be collected
- Food spills must be picked up and cleaned
- Tables are to be returned to their original position

GRILL AREA:

- Food is to be removed from the grill
- Grill surface is to be cleaned with brush (provided)
- Charcoal is to be removed when cooled

TRASH CANS:

- Remove trash bags from trash cans and place into dumpster
- Replace trash bags in the trash can
- Be sure lid is on the trash can when leaving park

PAVILION GROUNDS:

- Trash is to be picked up and placed in the trash can
- All party decorations are to be removed and properly disposed
- Food and other garbage is to be picked up and properly disposed

KITCHEN:

- Sweep kitchen floor
- Wipe Counters and any other surfaces
- Remove and dispose of any trash in the kitchen

BATHROOMS:

- Remove all debris and clean obvious dirt

POOL:

- The pool opens at 12:00 NOON through 8:00 PM, weather permitting.

***SEE LIFEGUARDS FOR SUPPLIES, IF NECESSARY**



45 East Boston Mills Road

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Phone: 330-650-4111

**MATTHEWS THOMAS PARK
BALL FIELD RENTAL AGREEMENT - 2017**

The Village of Boston Heights agrees that the Organization may use the field at the Matthew Thomas Park on the following dates:

MONTH	DAY	DATE	TIME
_____	Sunday _____	_____	_____
	Monday _____	_____	_____
	Tuesday _____	_____	_____
	Wednesday _____	_____	_____
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____

MONTH	DAY	DATE	TIME
_____	Sunday _____	_____	_____
	Monday _____	_____	_____
	Tuesday _____	_____	_____
	Wednesday _____	_____	_____
	Thursday _____	_____	_____
	Friday _____	_____	_____
	Saturday _____	_____	_____

*Please use the back of this form for additional months/dates

Name of Organization _____ Contact _____

Address _____

Phone No(s): _____



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Boston Heights, Ohio 44236

330-650-4111

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I accept full responsibility for any medical expenses and insurances to cover me, my child (ren), my guest, members of my organization and/or my organization for any personal injury (including death) and/or property damage arising out of any conditions and/or use of the Village of Boston Heights, Ohio and/or the MATTHEWS THOMAS PARK'S facilities, swimming pool, and/or grounds.

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I, AS AN INDIVIDUAL AND ON BEHALF OF MY CHILD(REN), MY GUESTS, MEMBERS OF MY ORGANIZATION AND/OR MY ORGANIZATION, HEREBY WAIVE, RELEASE, AGREE TO DEFEND AND FULLY INDEMNIFY AND COVENANT NOT TO SUE THE VILLAGE OF BOSTON HEIGHTS, OHIO, THE MATTHEWS THOMAS PARK AND/OR ANY OF THEIR EMPLOYEES, AGENTS, PUBLIC OFFICIALS, BOARD, LEGISLATIVE BODY, COMMITTEES, AND/OR OTHER REPRESENTATIVES, FOR ANY AND ALL CLAIMS, RIGHTS, CAUSES OF ACTIONS, DEMANDS OR OTHERWISE, WHETHER FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, OR EXPENSE, WITHOUT LIMITATION, MADE ON ACCOUNT OF OR RELATED TO INJURY SUFFERED IN THE NORMAL COURSE AND USE OF THE VILLAGE OF BOSTON HEIGHTS, OHIO AND/OR THE MATTHEWS THOMAS PARK'S FACILITIES, SWIMMING POOL, AND/OR GROUNDS. WHETHER THE RESULT OF NEGLIGENCE OR ANY OTHER CAUSE.

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Name, as an Individual and as Parent/Guardian and Representative

Date

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45 East Boston Mills Road Boston Heights, OH 44236

Phone: 330-650-4111 x 3

**MATTHEWS THOMAS PARK
POOL MEMBERSHIP - 2017**

**POOL SEASON: May 29, 2017, through September 4, 2017 (Weather Permitting)
FREE ADMISSION - MEMORIAL DAY – MAY 29, 2017 –12:00 NOON – 8:00 PM**

MEMBERSHIP FEE	RESIDENT	NON-RESIDENT
Senior Single	\$35.00	\$55.00
Senior Couple	\$55.00	\$75.00
Single (Over 25) And living at home	\$125.00	\$175.00
Couple	\$150.00	\$265.00
Family (6 or Less) (To Age 25 and living at home)	\$165.00	\$320.00
Family (7 or More) (To Age 25 and living at home)	\$200.00	\$365.00
Guest	\$5.00	\$5.00
Unused pool passes must be returned for a refund no later than 09/29/2017		
*All rates include 3% Admissions Tax		

* Couple and Family memberships require residency in the same household. Babysitters, governesses, nannies, and au pairs are not considered part of a family membership.

*Pool rates will NOT be discounted nor returned anytime during the season. ALSO: Unused pool passes must be returned for refund by 09/29/2017.



PLEASE COMPLETE THE FOLLOWING

NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NOS: _____

RESIDENT _____ NON-RESIDENT _____

LIST BELOW THE NAMES OF FAMILY MEMBERS:

NAME	AGE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AMOUNT PAID: _____ CASH _____ CHECK NO _____

CHECKS MADE PAYABLE TO: VILLAGE OF BOSTON HEIGHTS

GENERAL REGULATIONS:

1. Parents, or a designated person over the age of 18, are responsible for the behavior of themselves and any children under their care.
2. When entering the park grounds, speed is to be 10 MPH. This is for the safety and welfare of any pedestrian, as well as the care of the grounds. Reckless operation of any vehicle is an offense.
3. Children under the age of 14 fishing in the lake must be accompanied by an adult.
4. Trash containers have been provided. Please place all trash in these receptacles.
5. NOT PERMITTED:

PARKING ON GRASS AREAS
SMOKING IN THE POOL AREA
ALCOHOL
DISRUPTIVE BEHAVIOR

POOL REGULATIONS:

1. Lifeguards are responsible for the safety of all participants; however, they are not babysitters and should not be viewed as such. Please make sure your children are under your care when at the pool.
 2. Members **MUST** sign in each time they visit the pool. If they leave the premises and to return later, they are to sign out and back in when they return.
 3. Guests are permitted. The charge is 1 guest pass for \$5.00. Guest passes are available at the Village Hall from 8:00 AM to 4:00 PM, Monday through Friday
 4. Members and Guests, 14 years and younger, must be accompanied by an adult.
 5. All infants using the baby pool (ages 4 and under), also must be accompanied an adult at all times.
 6. It is important to note that all children must be toilet trained to use any pool, or wear a swim diaper.
 7. There are many water toys and equipment. If there is any doubt as to their use in the pool, consult with the lifeguard for permission.
 8. **POOL BREAKS:** It is required that a fifteen (15) minute safety break be taken each hour. During this time, adults eighteen (18) years and over are permitted to swim.
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