

ORDINANCE NO.	2022- 94	FIRST READING	November 14, 2022
		SECOND READING	WAIVED
INTRODUCED BY:	Chris Bell	THIRD READING	WAIVED

**AN ORDINANCE AMENDING CHAPTER 1066 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF SOUTH RUSSELL AND DECLARING AN EMERGENCY.**

**WHEREAS**, Council desires to amend Chapter 1066 of the Codified Ordinances of the Village of South Russell to amend the regulations for the use of the Village Hall by third parties and to include regulations for the use of the Village campus by third parties.

**NOW, THEREFORE**, be it ordained by the Council of the Village of South Russell that:

**SECTION 1.** Chapter 1066 of the Codified Ordinances of the Village of South Russell currently reads as follows:

**“CHAPTER 1066 VILLAGE HALL**

**“1066.01 INTENT.**

“It is the intent of Council to provide the Village Hall as a meeting place for local residents, neighborhood associations and civic organizations. It is further the intent of Council to protect the Village Hall from physical damage.”

**“1066.02 USE REGULATIONS.**

“The following regulations are hereby adopted respecting the use of the Village Hall:

“(a) Written request for the use of the Village Hall shall be made to Council at a regularly scheduled Council meeting.

“(b) Smoking and serving of light refreshments is permitted only in the uncarpeted foyer area.

“(c) Serving alcoholic beverages is prohibited.

“(d) Each organization shall be responsible for cleaning the Hall and restoring it to the condition in which it was found.

“(e) A proposed user of the Village Hall shall deposit with the Fiscal Officer a cash bond in the amount of twenty-five dollars (\$25.00), such bond to guarantee the aforementioned cleaning and restoration. If unused, the bond, or any unused portion of it, shall be returned within thirty days of the next meeting of the Council following the usage of the Hall.

“(f) At the discretion of Council, the aforementioned bond may continue from meeting to meeting for any organization, subject only to replenishment to the amount of twenty-five dollars (\$25.00), should any part of the bond be used from time to time.

“(g) Council shall have the sole discretion to refuse the use of the Hall to any group should Council, in its discretion, determine that the Village property may be jeopardized.”

**SECTION 2.** Chapter 1066 of the Codified Ordinances of the Village of South Russell is hereby deleted and amended to read in its entirety as follows:

**“CHAPTER 1066 VILLAGE HALL AND VILLAGE CAMPUS**

**“1066.01 INTENT.**

“(a) Village Hall. It is the intent of Council to provide the Village Hall as a meeting place for organizations that are composed primarily of South Russell residents, or in which the meeting provides a substantial benefit for South Russell residents, including but not limited to homeowners’ associations, organizations interested in the history of the Village of South Russell, organizations interested in the Village of South Russell planning and zoning, or similar purposes. It is further the intent of Council to protect the Village Hall from physical damage.

“(b) Village Campus. It is the intent of Council to provide, on a case by case basis, the Village Campus, which is comprised of the Village parking lot located at 5205 Chillicothe Road, for use by organizations for temporary events. It is further the intent of Council to protect the Village and Village Campus from damage and to allow such use as long as it does not interfere or interrupt Village business and operations.”

**“1066.02 VILLAGE HALL USE REGULATIONS.**

“The following regulations are hereby adopted respecting the use of the Village Hall:

“(a) All requests to use Village Hall shall be made by submitting a completed Application for Reservation and Use for South Russell Village Hall, which application is available on the southrussell.com website and also available upon request, by email to [fiscalofficer@southrussell.com](mailto:fiscalofficer@southrussell.com), in person to Village Hall, or by mail to the Fiscal Officer. The completed Application for Reservation and Use for South Russell Village Hall must be submitted at least two (2) weeks before the desired date of use; provided however, that if the desired use requires Council approval, the completed application shall be submitted at least one (1) week prior to the regularly scheduled Council meeting prior to the desired date of use.

“(b) A \$25 fee shall be submitted to the Fiscal Officer if Council approves an organization’s Application for Reservation and Use for South Russell Village Hall. No fee shall be charged to any homeowners’ association in the Village of South Russell for such use of Village Hall; provided however, that Council retains discretion to require future approval of a requested use by and /or impose a fee to any homeowners’ association.

“(c) Requests to use Village Hall for any commercial, business, or for any sales or promotional purposes shall not be permitted. The Village of South Russell may require applicants to show evidence of their non-profit status.

“(d) Users of Village Hall are responsible for the proper care of the premises as follows:

- i. Food and drink are NOT permitted.
- ii. Use of Village electronics, including television screens, computer, and sound system/microphones, etc. is NOT permitted.
- iii. User is to return tables and chairs to their original location. (i.e., stacked if they were stacked, etc.)
- iv. Books on the shelves are for reference only and may not be removed from Council Chambers.
- v. User must close and lock all windows.
- vi. User must turn off all lights.
- vii. User must lock the door when exiting and the Police Department will set the alarm after everyone has left.

“(e) Users of Village Hall agree to adhere to the following fire safety regulations:

- i. The occupancy limit is 47.
- ii. There is no smoking in Village Hall or on Village campus.
- iii. No doorways or exits are to be blocked.
- iv. No candles or open flames of any kind are permitted.

“(f) Users of Village Hall shall indemnify and hold harmless the Village of South Russell, its elected and/or appointed officials, employees, and agents from any and all actions, claims, losses, expenses, and demands on account of any injuries, property damage or any other claims whatsoever arising from the use of Village Hall.

“(g) The Village of South Russell reserves the right to limit availability of the Village Hall for use by community groups based upon the need to use Village Hall for official Village business and the Village of South Russell reserves the right to cancel any Village Hall reservation in the event of an emergency.”

**“1066.03 VILLAGE CAMPUS USE REGULATIONS.**

“The Village Campus, which is comprised of the Village parking lot located at 5205 Chillicothe Road, may be provided by Council, at its sole discretion, for use by organizations for temporary events; provided however, that the terms of such use of Village Campus must be memorialized in an operating agreement or use agreement that is accepted and executed by the authorized representative of the organization and the authorized representative of the Village of South Russell, and which operating agreement or use agreement is approved as to form by the Village Solicitor and accompanied by the organization’s certificate of insurance evidencing the Village of South Russell as an additional insured for the relevant time period covering the desired use of the Village Campus.”

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and for the further reason that this Ordinance must be immediately effective to ensure consistency among the allowed uses of Village Hall and the Village Campus; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect immediately upon its passage.

  
\_\_\_\_\_  
Mayor - President of Council

ATTEST:

Fiscal Officer

I certify that Ordinance No. 2022 - 94 was duly enacted on the 14<sup>TH</sup> day of NOVEMBER, 2022, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

  
\_\_\_\_\_  
Fiscal Officer

**Village of South Russell**  
**Application for Reservation and Use of Village Hall**



Application Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ # attending: \_\_\_\_\_

**POLICY:** The South Russell Village Hall will be available for use by neighborhood associations. Use by other organizations will be considered by Council at their next regularly scheduled Council meeting and determined based on the following criteria:

1. Organizations must be composed primarily of South Russell residents, or the meeting must provide a substantial benefit for South Russell residents.
2. As their primary purpose for the meeting, organizations must have a direct interest in the affairs of South Russell or its residents. This may include homeowners' associations, organizations interested in the history of South Russell, organizations interested in South Russell planning and zoning, or similar purposes. Governmental organizations may meet for the benefit of South Russell or its residents.

Commercial, business, or use for any sales or promotional purposes shall not be permitted. The Village of South Russell may require applicants to show evidence of their non-profit status.

**FEES:** Any Village of South Russell Homeowners' Association (HOA) may use Village Hall without a fee. If there are any issues with an HOA meeting, future meetings must be approved by Council at their next regularly scheduled meeting and may have a fee imposed.

Qualified organizations or group reservations approved by Council will require payment of \$25 unless Council approved a fee waiver at the time of approval.

**SCHEDULE FOR USE:** The Application for Reservation and Use for South Russell Village Hall must be made by; email to [fiscalofficer@southerussell.com](mailto:fiscalofficer@southerussell.com); in person to Village Hall; or by mail to the Fiscal Officer at least two weeks before the scheduled date of use. If the application is going to require Council approval, application must be made *at least* one week prior to the regularly scheduled Council meeting prior to the event date. No Special Council Meetings will be held to consider applications.

The Application for Reservation and Use form is available on the [southerussell.com](http://southerussell.com) website or will be provided upon request. Once a reservation is approved, it will be placed on the Village website calendar and a copy of the reservation form will be provided to the Police Department.

The Village of South Russell reserves the right to limit availability of Village Hall for use by community groups based upon the need to use Village Hall for official Village business. Scheduling is also subject to prior reservation.

**ACCESS FOR VILLAGE HALL:** One hour prior to the event the applicant is to telephone the South Russell Police Department (440) 338-6700 ext. 2000 to request the building be opened.

**CARE OF PREMISES:** Users of Village Hall are responsible for the proper care of the premises as follows:

- A. Food and drink are **NOT** permitted.
- B. Use of Village Hall electronics, to include television screens, computer, and sound system/microphones, etc. is **NOT** permitted.
- C. User is to return tables and chairs to their original location. (i.e., stacked if they were stacked, etc.)
- D. Books on the shelves are for reference only and may **not** be removed from Council Chambers.
- E. User must close and lock all windows.
- F. User must turn off all lights.
- G. User must lock the door when exiting. The Police Department will set the alarm after everyone has left.

**FIRE SAFETY REGULATIONS:**

- A. The occupancy **limit is 47**.
- B. There is **NO SMOKING** in Village Hall or on Village campus.
- C. No doorways or exits are to be blocked.
- D. No candles or open flames of any kind are permitted.

**PRE-EMPTION OF VILLAGE HALL:** The Village of South Russell reserves the right to cancel any Village Hall reservation in the event of an emergency.

**NON-TRANSFERABILITY:** Any right or privilege granted to any persons or organizations to use the building or property is personal and shall not be transferred to any other person, persons, or organizations.

**LIABILITY:** The undersigned applicant and/or organization, jointly and severally agrees, as a further consideration and inducement for the consummation of this agreement, to protect and hold harmless the Village of South Russell, its elected and/or appointed officials, its employees and/or agents from all actions, claims and demands whatsoever, that may now or hereafter exist, on account of any injuries, property damage or any other claims whatsoever and to reimburse and make whole the Village of South Russell and the Council of the Village of South Russell, for any loss and expense incurred by the Village or that the Village may be required to pay as a result of any action, claim or demand on account of injuries, property damage or any other claim whatsoever, arising from the use of the South Russell Village Hall by the undersigned individual or organization or by individuals, partnerships or corporations hired or employed by said applicant for the activity and use described above.

Applicant Signature: \_\_\_\_\_

Payment Due (if applicable): Please make check payable to the **“Village of South Russell”**

For Office Use
Village Representative: _____
Check: # _____ Amount: _____ Date: _____

**Village of South Russell**  
**Application for Reservation and Use of Village Campus**



Application Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ # attending: \_\_\_\_\_

Description/Details of Event: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Village Campus, which is comprised of the Village parking lot located at 5205 Chillicothe Road, may be provided by Council, at its sole discretion, for use by organizations for temporary events; provided however, that the terms of such use of Village Campus must be memorialized in an ***operating agreement or use agreement***, (attached), that is accepted and executed by the authorized representative of the organization and the authorized representative of the Village of South Russell, and which operating agreement or use agreement is approved as to form by the Village Solicitor and accompanied by the ***organization's certificate of insurance evidencing the Village of South Russell as an additional insured*** for the relevant time period covering the desired use of the Village Campus.

**SUBJECT TO APPROVAL BY COUNCIL AND ACCEPTANCE TO THE TERMS OF AN OPERATING AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED**

Applicant Signature: \_\_\_\_\_

<b>For Office Use:</b>	Date received: _____	Initials: _____
<b>Documents Attached:</b>		
User Agreement: _____	Certificate of Insurance : _____	
Council meeting date: _____	Applicant notified of decision: _____	

**OPERATING AGREEMENT BETWEEN  
THE VILLAGE OF SOUTH RUSSELL  
AND**

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This agreement is made between the Village of South Russell (hereinafter called "SRV") and \_\_\_\_\_ (hereinafter called "\_\_\_\_\_") (collectively the "Parties"), for the purpose of authorizing \_\_\_\_\_ to use a designated portion of the parking areas and driveways of SRV municipal property at the junction of Chillicothe Road (State Route 306) and Bell Street for a \_\_\_\_\_ event ("\_\_\_\_\_"), during the time period and under conditions as described herein. This agreement shall be effective on \_\_\_\_\_ from the start time of the \_\_\_\_\_ mentioned below and shall terminate at the end time of the \_\_\_\_\_ mentioned below on \_\_\_\_\_.

1. SRV hereby grants to \_\_\_\_\_ a license to use SRV municipal property for the purposes of operating \_\_\_\_\_, subject to the terms and conditions of this agreement. The Parties intend that no other rights of any kind be granted under this agreement. This agreement is non-transferable and non-assignable.
2. The location of the \_\_\_\_\_ shall be near the Village Hall and the traffic flow pattern for the \_\_\_\_\_ shall be as described on the diagram attached hereto and incorporated herein by reference as **Attachment 1**. \_\_\_\_\_ shall use only driveways and parking areas as indicated on **Attachment 1** for the \_\_\_\_\_. There shall be no access to any municipal buildings of SRV for any purpose, except as permitted by duly authorized personnel of SRV.
3. The \_\_\_\_\_ shall operate on the SRV municipal property on \_\_\_\_\_ from the start time of \_\_\_\_\_ to the end time of \_\_\_\_\_, including the set-up and removal of \_\_\_\_\_. It is understood that the SRV municipal property shall be used at all other times for municipal purposes.
4. \_\_\_\_\_ may place signs on SRV municipal property advertising the \_\_\_\_\_, subject to the approval of SRV for the location and time of placement of each sign and on the condition that such sign shall be removed by \_\_\_\_\_ at the end time on \_\_\_\_\_ of the \_\_\_\_\_.
5. \_\_\_\_\_ shall provide a designated person on \_\_\_\_\_ at all times during the operation of the \_\_\_\_\_, which person shall be available to representatives



of SRV and which person shall be responsible for the operation and adherence to the traffic flow pattern as described in **Attachment 1**.

6. \_\_\_\_\_ shall insure that traffic flow for the \_\_\_\_\_ is controlled in a safe and efficient manner.
7. \_\_\_\_\_ shall indemnify and hold harmless SRV, its officials, employees, and designated representatives, from any cause of action arising out of the \_\_\_\_\_ that is not caused by the negligence of SRV or the negligence of its official's employees, or designated representatives. \_\_\_\_\_ shall maintain liability insurance sufficient to protect the interest of SRV at all times during the period of operation of the \_\_\_\_\_. \_\_\_\_\_ shall supply a Certificate of Insurance, to SRV, naming the SRV as an "additionally Insured" party and demonstrating that such insurance is reasonably sufficient to protect SRV's interest, prior to the \_\_\_\_\_ under this agreement.
8. This agreement may be terminated at the sole discretion of SRV, with reasonable notice to \_\_\_\_\_ when feasible.

Agreed hereto by the Parties:

\_\_\_\_\_

The Village of South Russell

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_