



RESOLUTION #26-06-061

A RESOLUTION APPROVING FOOD TRUCKS AT FRIENDSHIP PARK FOR ZC-14-26

The Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio met in special session on the 22nd day of June, 2026 with the following Trustees being present: Julie Reese and Josh Wilkerson.

Trustee Reese moved for the adoption of the following resolution:

WHEREAS, Mr. McCoy submitted application ZC-14-26 to the Bethel Township Zoning Administrator requesting that 2-3 food trucks be permitted in Friendship Park, on 6/25/26 from 4-7 pm and on 7/14/26 from 3-6 pm; **AND**

WHEREAS, the application requires the signature of the owner of the property where the food trucks will be located; **AND**

WHEREAS, the Bethel Township Board of Trustees, Bethel Township, Miami County is the owner of Friendship Park, and therefore, only the Bethel Township Board of Trustees may grant permission to place food trucks at Friendship Park in order for the Zoning Administrator to process the application; **AND**

WHEREAS, Friendship Park is a “use at your own risk” park and the Township will not assume any liability for an event that is not sponsored by Bethel Township; **AND**

WHEREAS, the streets leading to, surrounding, and leading away from Friendship Park must be kept clear in case of an emergency. **THEREFORE**

BE IT RESOLVED by the Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio, that non-exclusive permission is hereby granted for food trucks to be parked at Friendship Park as requested by the applicant who submitted application ZC-14-26 under the following conditions:

SECTION 1. The Board hereby grants the Applicant non-exclusive permission to place no more than two (2) food trucks within Friendship Park on the following dates and times:

6/25/26 from 4-7 pm

7/14/26 from 3-6 pm; and

Such permission to access Friendship Park is non-exclusive and anyone may access park facilities, for any permitted purpose, during the course of any of the above contemplated events.

SECTION 2. The Applicant must submit a fully completed zoning application (to-wit: application ZC-14-26) to the Bethel Township Zoning Administrator, and such application must be granted, before the Food Trucks may be located at Friendship Park for each of the Events listed in Section 1 above.

SECTION 3. Food truck vendors shall display proper permits, licenses, and inspection approvals as issued by the state or county public agencies and shall provide proof of general liability insurance to the Bethel Township Board of Trustees.

SECTION 4. No parking of any vehicles (food trucks, patrons’, or the applicant’s) shall be permitted in the streets or in the right-of-way of N 1st ST, N 2nd ST, N 3rd ST, N 4th ST, or Church CT.

SECTION 5. No parking of vehicles (food trucks, patrons’, or the applicant’s) shall be permitted on the Friendship Park grass or in the neighboring yards.

SECTION 6. No hookups to Township provided or supplied electricity or water shall be permitted at either event by the Applicant or food truck vendors.

SECTION 7. Applicant shall provide trash receptacles and shall have them removed from the property within sixty (60) minutes of the closing time of each event set forth above.

SECTION 8. Applicant shall clean up the park, including restrooms, within sixty (60) minutes of the closing time of each event as listed in SECTION 1, and, should the Township be required to clean up the park, it will be at the rate of one-hundred seventy-five dollars (\$175.00) per hour per the Township Fee Schedule.

SECTION 9. Prior to the holding of the events contemplated herein, and in amounts acceptable to the Board, the Applicant shall provide the Board with proof of sufficient liability insurance to cover accidents, food poisoning, damage, and/or any other mishaps that may occur during the course of either event.

SECTION 10. Friendship Park is a "use at your own risk" environment - applicant shall hold the Bethel Township Board of Trustees harmless from liability, claim, suit, action, loss, or damage that may result at the events, and any expenses, judgements, fines, settlements, and other amounts.

SECTION 11. The Applicant must agree to the above conditions and those set forth in the attached "Bethel Township Board Of Trustees Permission To Locate Food Trucks On Friendship Park Premises" document by executing such document.

SECTION 12. The Board hereby authorizes the execution of the attached "Bethel Township Board Of Trustees Permission To Locate Food Trucks On Friendship Park Premises" document by the Board upon such documents execution by the Applicant.

Trustee Wilkerson **seconded** the motion and the Board voted as follows upon roll call:

Vote:	Trustee Kama Dick	Absent
	Trustee Julie Reese	<u>No</u>
	Trustee Josh Wilkerson	<u>No</u>

Julie Reese

Joshua Wilkerson

Attest: _____
Rhonda Ross, Fiscal Officer
Bethel Township, Miami County, Ohio

BETHEL TOWNSHIP BOARD OF TRUSTEES PERMISSION TO LOCATE FOOD TRUCKS ON FRIENDSHIP PARK PREMISES

In consideration of Mr. McCoy (the "Applicant") agreeing to the terms and conditions set forth herein, the Bethel Township Board of Trustees (hereinafter, the "Board"), the owner of Friendship Park, Bethel Township, Miami County, Ohio hereby authorizes and permits Applicant to locate no more than two (2) food trucks on, about, or within the Friendship Park premises on the following dates and times:

6/25/26 from 4-7 pm and 7/14/26 from 3-6 pm

Such permission to locate the food trucks within Friendship Park is not exclusive and anyone may access Friendship Park facilities during the course of either of the above listed event for any purpose, regardless of whether it is to attend an event.

In consideration of being granted access to Friendship Park to locate the food trucks, the Applicant, his signature hereby agrees to the following terms and conditions:

1. The Applicant will submit a completed zoning application (to-wit: ZC-14-26) to the Bethel Township Zoning Administrator (or his designee) seeking a Food Truck permit to locate food trucks at Friendship Park during the dates and times indicated above. Applicant may not locate such food trucks within the Friendship Park premises until such application has been approved by the Zoning Administrator.
2. Food truck vendors located at, on or about Friendship Park shall display proper permits, licenses, and inspection approvals as issued by the state or county public agencies and shall provide proof of general liability insurance prior to the events taking place. Furthermore, Applicant acknowledges that he, the owners and operators of the food trucks (as well as their respective employees and volunteers), and event attendees shall comply with all federal, state, municipal and/or other local laws, ordinances, resolutions, rules and regulations. Furthermore, in conducting each of the events contemplated herein, neither the Applicant nor any owner or operator of the food trucks (as well as their employees and volunteers) nor any event attendees shall discriminate against any person attending any event because of age, race, color, religion, sex, disability, creed, national origin, ancestry, or military status or for any other reason.
3. No parking of any vehicles (food trucks, patrons', or the applicant's) shall be permitted in the streets or in the right-of-way of N 1st ST, N 2nd ST, N 3rd ST, N 4th ST, or Church CT nor upon the Friendship Park grass areas or in the neighboring yards.
4. No access to Bethel Township provided or supplied electricity or water shall be permitted at either event to the Applicant or food truck vendors.
5. Applicant shall provide trash receptacles during each event and shall have them removed from the Friendship Park premises within sixty (60) minutes of the closing time of each event listed above. Furthermore, Applicant shall clean up the park, including restrooms, within sixty (60) minutes of the closing time of each event listed above. Should the Board be required to clean up the park due to Applicant's failure to adequately clean it, the Applicant shall be charged a "clean up" fee at the rate of one hundred seventy-five dollars (\$175.00) per hour per the Bethel Township Fee Schedule.
6. Applicant shall provide liability insurance to cover accidents, food poisoning, damage, and/or any other mishap that may occur at the events in such amounts as acceptable to the Board. Applicant shall provide proof of such insurance to the Board prior to the events taking place. Permission to use Friendship Park is contingent upon Applicant complying with this paragraph 6.

7. THE APPLICANT SHALL INDEMNIFY AND HOLD HARMLESS THE BETHEL TOWNSHIP BOARD OF TRUSTEES, ITS TRUSTEES, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER REASONABLE COSTS OF DEFENSE), OF ANY NATURE, KIND OR DESCRIPTION, WHICH (A) ARE CAUSED BY, OR RESULT FROM, THE UNDERTAKING OF THE EVENTS DESCRIBED HEREIN ON OR ABOUT 6/25/26 AND 7/14/26, INCLUDING, WITHOUT LIMITATION, THE LOCATION OF, AND THE VENDING OF FOOD AND BEVERAGES FROM, THE FOOD TRUCKS CONTEMPLATED HEREIN; AND (B) ARE ATTRIBUTABLE TO BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON, OR TO DAMAGE TO OR DESTRUCTION OF PROPERTY, BUT (C) ONLY TO THE EXTENT THEY ARE CAUSED BY ANY NEGLIGENT, RECKLESS OR WILLFUL ACT, ERROR OR OMISSION OF THE APPLICANT, ANYONE OPERATING AND/OR ANYONE VENDING FOOD OR BEVERAGES FROM THE FOOD TRUCKS, RECEIVING FOOD OR BEVERAGES FROM THE FOOD TRUCKS, ANYONE CONDUCTING THE EVENTS CONTEMPLATED HEREIN, AND/OR ANYONE ATTENDING THE EVENTS CONTEMPLATED ON 6/25/26 AND/OR 7/14/26.

APPLICANT

Printed Name: _____
Home Address: _____

DATE: _____

BETHEL TOWNSHIP BOARD OF TRUSTEES

BY: _____
TRUSTEE

BY: _____
TRUSTEE

BY: _____
TRUSTEE

DATE: _____