

BOARD OF PARK COMMISSIONERS  
MEETING AGENDA

Wednesday, August 28, 2019  
6:00 p.m.  
Park Department Office, Troy, Ohio

**REVISED: 8/27/2019**

For the purpose of touring certain parks; to discuss the budgetary goals for the Park Department at the Park Department Office; and any other business to come before the Board.

Call to Order: President – Alan Kappers

Roll Call:           Mr. Kappers  
                          Mr. Emerick  
                          Mrs. Westfall

Order of Business: Tour Parks

Return to the Park Department Office

Review The Shoreline Rental Agreement

Any other business to come before the Board.

Other

Adjourn

BOARD OF PARK COMMISSIONERS WILL NOT BE MEETING IN SEPTEMBER, NEXT  
REGULAR MEETING WILL BE OCTOBER 1, 2019

BOARD OF PARK COMMISSIONERS  
MINUTES – JULY 10, 2019 6:00 PM  
COUNCIL CHAMBERS

The meeting was called to order by Mr. Kappers, President.

Members of the Board Present:           Mr. Alan Kappers, President  
  Mr. Jordan Emerick, Vice-President  
  Mrs. Susan Westfall, Secretary

Others Present:                               Jeremy Drake, Park Superintendent  
  Ken Siler, Recreation Director  
  Sue Knight, Administrative Asst.  
  City staff

The minutes from the June 4, 2019 Board of Park Commissioners meeting were amended to add the words “motion passed by unanimous vote” at the end of the paragraph regarding “Memorandum of understanding review”. The amended minutes for the June 4, 2019 meeting were approved by unanimous voice vote following a motion by Mrs. Westfall, seconded by Mr. Emerick.

REPORTS:

- Park Superintendent Jeremy Drake had submitted a report (copy attached to original minutes). Mr. Drake stated they are using the new reporting and are working through the change. The Park Department averages 20-25 open work orders at a time so most of the items in the report have been completed. On the cost break down sheet, Mr. Drake highlighted the cost per project break down and how they are tracking the projects. Mr. Drake shared a letter the Park Department received from someone who vandalized Archer Park. The letter stated an apology and noted his restitution has been paid in full. Lastly, Mr. Drake noted the Troy Fire Department was called to the Barn in the Park today, July 10 for smoke. There was smoke in the barn due electrical repairs but everything has been taken care of. Mr. Kappers asked about the Kings Chapel Building and the current use. Mr. Siler stated it is used during the summer for the Summer Playground Program. The Recreation Department painted the interior since it hadn't been painted since it was built in 1996. Mr. Kappers asked about the water supply and Mr. Drake stated the outside water fountains were vandalized and never replaced. Mr. Siler did state the water inside works and his staff uses that.
- Mr. Siler had submitted a report (copy attached to original minutes). He noted June was a tough month for the Troy Aquatic Park due to the weather so hopefully July will be a better month. Typically, the best month for the TAP is the month of June so hopefully July will make up for it. Season passes are still selling. The arena will be hosting the Troy Skating Club competition this coming weekend and will host 300 skaters throughout the weekend. Mr. Siler stated the Summer Programs are still in full swing and everything is going very well. Mrs. Westfall asked about the progress of the parking lot project and Mr. Siler stated they just striped the lot and are hopeful that it will be completed by the Kids Triathlon which is July 21. This years Kids Triathlon is being affected due to the bike paths being repaved so staff is trying to accommodate the event as best as can be. Mr. Kappers inquired about the number of warnings that have been issued at the TAP this season. Mr. Siler noted the warnings can range from swimmers not listening to the lifeguards to being suspended from the pool for multiple days due to fighting. Mr. Kappers likes that TAP staff is keeping up on the discipline so the TAP can remain a family atmosphere.
- Mr. Kappers noted the Planning Commission has nothing to add at this time.

NEW BUSINESS:

- Fees-in-lieu of park land for the proposed subdivision of the Heritage Village at the Troy Country Club – Assistant Development Director Gregg Harris commented that the developer of the Heritage Village at the Troy County Club is looking to create a development consisting of 10.7 acres with 22 buildable lots. Instead of having the required park land, the developer is asking for fees-in-lieu of. Mr. Drake recommended taking the fees-in-lieu due to the Park Department having to keep up with the maintenance throughout the entire City. A motion was made by Mr. Emerick, seconded Mrs. Westfall to accept the fees-in-lieu for the Heritage Village at the Troy County Club. Motion approved by unanimous roll call vote.
- Request from Ms. Christina Shafer to be able to purchase a small parcel in Archer Park – Mr. Kappers request this will be tabled and the Board of Park Commissions will review the request at the August meeting when they tour the parks.

OTHER:

- Mr. Kappers explained that a check was received from the William H. Maier Trust in the amount of \$1,336.89. Mr. Kappers asked if the check is deposited into the Park and Recreation Capital Improvement Fund and Mrs. Knight stated she would confirm this with the Auditors Office.

The minutes from the July 8, 2019 Recreation and Parks Committee Meeting were approved following a motion by Mr. Kappers, seconded by Mrs. Emerick.

There being no further business, upon motion of Mr. Emerick, seconded by Mrs. Westfall, by unanimous voice vote, the Board adjourned at 6:19 PM.

Respectfully submitted,

*The Shoreline* Rental Agreement

This Lease Agreement is for use of The Shoreline located at Miami Shores Golf Course and is between Miami Shores and : \_\_\_\_\_, hereafter called Renter. The Shoreline is located at the Miami Shores Golf Course at 402 E. Staunton Rd., Troy, OH 45373. Telephone contact number is (937)440-8700.

**I. RENTAL INFORMATION**

**Function** \_\_\_\_\_

**Date of Reservation (MM/DD/YY)** \_\_\_\_\_

**Date of Event (MM/DD/YY)** \_\_\_\_\_

**Organization** \_\_\_\_\_

**Name of Renter** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Home Phone** \_\_\_\_\_

**Work / Mobile Phone** \_\_\_\_\_

**The Shoreline Setup Date** \_\_\_\_\_

If total time of Rental Agreement is ten (10) hours - Setup time for day of event is four (4) hours. Event time is five (5) hours. Clean up and time to vacate is one (1) hour.	If total Time of Rental Agreement is four (4) hours - Setup time for day of event is one (1) hour. Event time is two (2) hours. Clean up and time to vacate is one (1) hour.
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**For additional hours required after the Event, there will be a one hundred (\$100) dollar per hour charge.**

**Setup Time:** \_\_\_\_\_ to \_\_\_\_\_

**Time of Event:** \_\_\_\_\_ to \_\_\_\_\_

**Time Caterer Will Arrive:** \_\_\_\_\_ to \_\_\_\_\_

**Food Prepared by:** \_\_\_\_\_

**Approx. Number of Guests:** \_\_\_\_\_

**Beverages to be Served:** Soft Drinks \_\_\_\_\_ Draft Beer \_\_\_\_\_  
 Wine \_\_\_\_\_ Liquor \_\_\_\_\_

**OUTSIDE ALCOHOLIC BEVERAGES PROHIBITED. CARRY IN ALCOHOLIC BEVERAGES ARE IN DIRECT VIOLATION OF MIAMI SHORES' ALCOHOL LICENSE AND WILL BE REASON FOR IMMEDIATE CANCELLATION OF YOUR EVENT.**

**SETUP PLAN (Exhibit "A") SUBMITTED NO LATER THAN 10 BUSINESS DAYS BEFORE EVENT DATE**

*The Shoreline* Rental Agreement

**II. RENTAL FEE SCHEDULE**

<b>Contract Fee - Dining Space Out of Season</b>	<b>Standard Fee</b>	<b>Time Frame</b>	<b>Amount</b>
Friday, Saturday, Sunday	\$600	10 hours	
Monday - Thursday	\$400	10 Hours	
Monday - Thursday Luncheon	\$150	4 hours (10a-2p)	
Attendant / Bartender Fee *	\$100	per 5 hour Event	
Cleanup Fee	\$150	per hour	
Additional Rental Hours	\$100	per hour	
Additional Advanced Setup **	\$50	per hour	
Damage Deposit	\$200	flat rate	
<b>Contract Total</b>			
<b>Rental Deposit (50% of Total) ***</b>			
<b>Balance Due 60 Days before Event</b>			

<b>Contract Fee - Meeting Space In Season</b>	<b>Standard Fee</b>	<b>Time Frame</b>	<b>Amount</b>
Meeting Space 0-14 Guests Ordering Food	\$150	4 hours	
Meeting Space 15+ Guests Ordering Food	\$0	4 Hours	
<b>Contract Total</b>			
<b>Rental Deposit (50% of Total) ***</b>			
<b>Balance Due 60 Days before Event</b>			

*Meeting Space Capacity is 28 Guests*

\* If alcohol service is provided, Miami Shores' policy is to end the sale of alcoholic beverages sixty (60) minutes prior to the end of your scheduled event per the Rental Agreement. This does not include the one hour that is scheduled post-event for Renter to clean up and vacate the space.

\*\* Advanced Setup is based upon availability. To setup the day before an Event, time from "day of" set-up will be applied. Additional hours required above agreement will be assessed on final Balance Due.

\*\*\* Rental Deposit is due upon completion of Lease Agreement and is payable by check or credit card. Renter must also provide a valid credit (Exhibit "B") card to be kept on file in the event that there is damage to any of the facilities during the course of the Event. Documented damage will be itemized for repair and billed to Renter's credit card upon completion of repairs or replacement of damaged items.

Miami Shores' policy regarding consumption of alcoholic beverages is that only guests age 21 and over are permitted to drink. Absolutely no one under the age of 21 shall consume alcohol, including those who have been given permission by their parent. Anyone appearing under the age of 35 will be asked to provide identification to show proof of age. Miami Shores has the right to refuse alcohol service to anyone at anytime for any reason. Anyone found drinking under the age of 21 will be asked to leave.

*In the event that the carry in of alcoholic beverages are found, Miami Shores will notify the Troy Police Department. The responsible parties, as well as the Renter, can be charged with a violation of section 4301.62 under the Ohio Revised Code. The Renter shall hold harmless and indemnify the City of Troy for any fines, costs, and/or legal fees that are caused by the occurrence.*

**III. RENTAL TERMS**

**A. The Shoreline**

1. - Rental includes a total of ten (10) hours - four (4) hours to setup, five (5) hours for the event and one (1) hour to clean and vacate the premises after the event.
2. - Tables and chairs are setup according to Renter's layout (see Exhibit "A"). Miami Shores does not provide table or chair coverings.
3. - Miami Shores does not provide chaffing dishes, serving utensils, tableware, glassware or flatware to Renter or Caterer for the Event.
4. - Hall cleanup under normal conditions.
5. - The building may not be leased to a minor. The responsible party must be at least twenty-five (25) years of age or older.
6. - The Shoreline Occupancy Code is strictly enforced: 108 seated guests at 27 square tables for entire space in off-season, 28 guests at 7 square tables in separated meeting space.
7. - No Band or DJ shall exceed ninety five (95) decibels constant as measured by decibel meter. Available electric service is standard 20 amp outlets. Band or DJ ONLY during off-season.
8. - Electrical extension cords and decorations must be UL Approved.
9. - The use of candles will be allowed ONLY in glass globes or floating in water-filled bowls.
10. - Chaffing fuel may be used by pre-approved Caterer only, not for carry-in meals.
11. - Smoking is permitted in designated area outside ONLY. Renter is responsible for making sure cigarette debris is maintained in designated area and placed in proper receptacles otherwise the \$150 / hour cleaning fee for The Shoreline will be applied.
12. - No rice, glitter, sparkles, or confetti to be thrown or spread anywhere on premises.
13. - No chocolate fountains permitted on premises.
14. - No outside alcoholic beverages or alcoholic favors for guests permitted.
15. - Firearms and weapons are not permitted on premises.
16. - Renter must carry event liability insurance and provide a copy to Miami Shores with required additional insured language (Exhibit "C").

**B. Kitchen / Catering Facility**

1. - Kitchen is available for service of Catered or Prepared foods only when serviced by a pre-approved Caterer (Exhibit "D"). It MAY NOT be used for food preparation. It is for setup, staging and serving of plated meals or buffets only.
- 1.1 - Kitchen will include use of the following: hand wash sinks, water, reach-in refrigerator, reach-in freezer, ice machine, and waste cans. **No use of walk-in cooler, range, ovens, fryers, microwave, or three compartment sink.**
2. - Renter is responsible for making sure Caterer cleans space and equipment used and removes all debris and food waste to the designated dumpster, otherwise the \$150 / hour cleaning fee applies for each hour needed by The Shoreline staff to clean and reset kitchen.
3. - Use of kitchen for outside caterer is only permitted during the off-season of the golf course.

**IV. DEFINITION OF RESPONSIBILITY**

- A. - Renter assumes full responsibility for any damages incurred to any Miami Shores property during the hours of setup time, scheduled event or cleanup time, to include possible forfeiture of using The Shoreline in the future.
- B. - Renter understands that in the event damages do occur and damages exceed the amount of the Damage Deposit, Renter will reimburse Miami Shores within three (3) days after presentation of an itemized invoice. \_\_\_\_\_ (Renter's Initials)
- C. - A Miami Shores representative will open and close the facilities. No keys will be given to any person for any reason.
- D. - All Renter's and Caterer's equipment will be removed from the premises upon termination of the event unless special arrangements have been made prior to the event with the Food & Beverage Manager and cleared by department head.
- E. - Renter agrees that rice, confetti, glitter, sparkles or any other objects may not be used or thrown within the Miami Shores facility. Bubbles and birdseed may be used outside.
- F. - Renter will not hang anything or affix/attach any decoration to any ceiling, wall or floor.
- G. - The sale or distribution of any alcoholic beverage by Renter is prohibited.
- H. - No fog machines allowed.
- I. - Renter will not discriminate against any person(s) on the grounds on the basis of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, age, height, weight, physical or mental ability, veteran status, military obligations, or marital status.
- J. - Miami Shores reserves the right to make the rental determination.
- K. - No sub-leasing is permitted.

**V. RENTAL CONDITIONS**

- A. - Renter understands that a rental deposit in the amount of fifty (50%) percent of the Total Contract Fee is required at the time of reservation. The balance of the Total Contract Fee will be due sixty (60) days prior to the event date. Payments may be made in cash, personal check, cashier's check or money order.
- B. - If the event occurs within sixty (60) days of the contract signing, the Total Contract amount is due at the time of the contract signing.
- C. - Renter will provide the completed layout (Exhibit "A") for tables and chairs at least ten (10) business days before Event.
- D. - Renter will remove all trash, debris, and food waste from tables and place into trash cans. Miami Shores will provide the trash cans and bags. Miami Shores staff will remove bagged waste after the completion of the event.
- E. - Renter will make sure that all catering trash, debris and food waste is removed from kitchen and catering areas. If kitchen is being used, Renter will make sure that all equipment has been powered down and cleaned. (Refer to Section III.B.2 at bottom of page 3.)

**VI. DEPOSIT REFUND**

**A. - Contract Fees Deposit**

1. - If cancellation of event is more than forty five (45) days from the scheduled event date, Renter will forfeit fifty percent (50%) of Rental Deposit.
2. - If cancellation of event is less than forty five (45) days from the scheduled event date, Renter forfeits entire Rental Deposit.
3. - If cancellation of event is less than ten (10) days from the scheduled event date, Renter forfeits entire payment.

**B. - Damage / Security Deposit**

1. - The full amount of the Damage Deposit will be refunded under the following conditions:
  - No damage is sustained to any Miami Shores property.
  - All decorations are removed.
  - All trash is removed from kitchen and placed in dumpster by caterer.
  - All trash, debris, and food waste from tables placed into trash cans.
  - Full Compliance with Section V. - RENTAL CONDITIONS

**VII. WAIVER OF LIABILITY**

- A. - Renter understands that Miami Shores is not responsible for the loss or damage to any equipment or supplies of the Renter. \_\_\_\_\_(Renter's Initials)
- B. - Renter understands that Miami Shores is not responsible for the loss or damage to any equipment or supplies of their caterer. \_\_\_\_\_(Renter's Initials)

**VIII. HOLD HARMLESS AGREEMENT**

The Renter shall hold harmless, defend and indemnify Miami Shores, the City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof against all claims, suits, actions, costs, counsel fees, expense, damages, judgements, or decrees, of every name and description, by reason of any person or persons or property being damaged or injured by the Renter or any of their guests, or any person employed under said Renter, under any of the Renter's Subcontractors, or in any capacity during the progress or arising or growing out of Renter's event, whether by negligence or otherwise.

\_\_\_\_\_(Renter's Initials)



**IX. SEVERABILITY**

Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective that such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or unenforceability of such provisions in another jurisdiction.

This Agreement is not binding upon Miami Shores unless the Renter has signed it, Miami Shores management has signed it, and all deposits have been paid and collected in full.

\_\_\_\_\_  
Signature of RENTER (must be 25 years or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director of Golf

\_\_\_\_\_  
Date

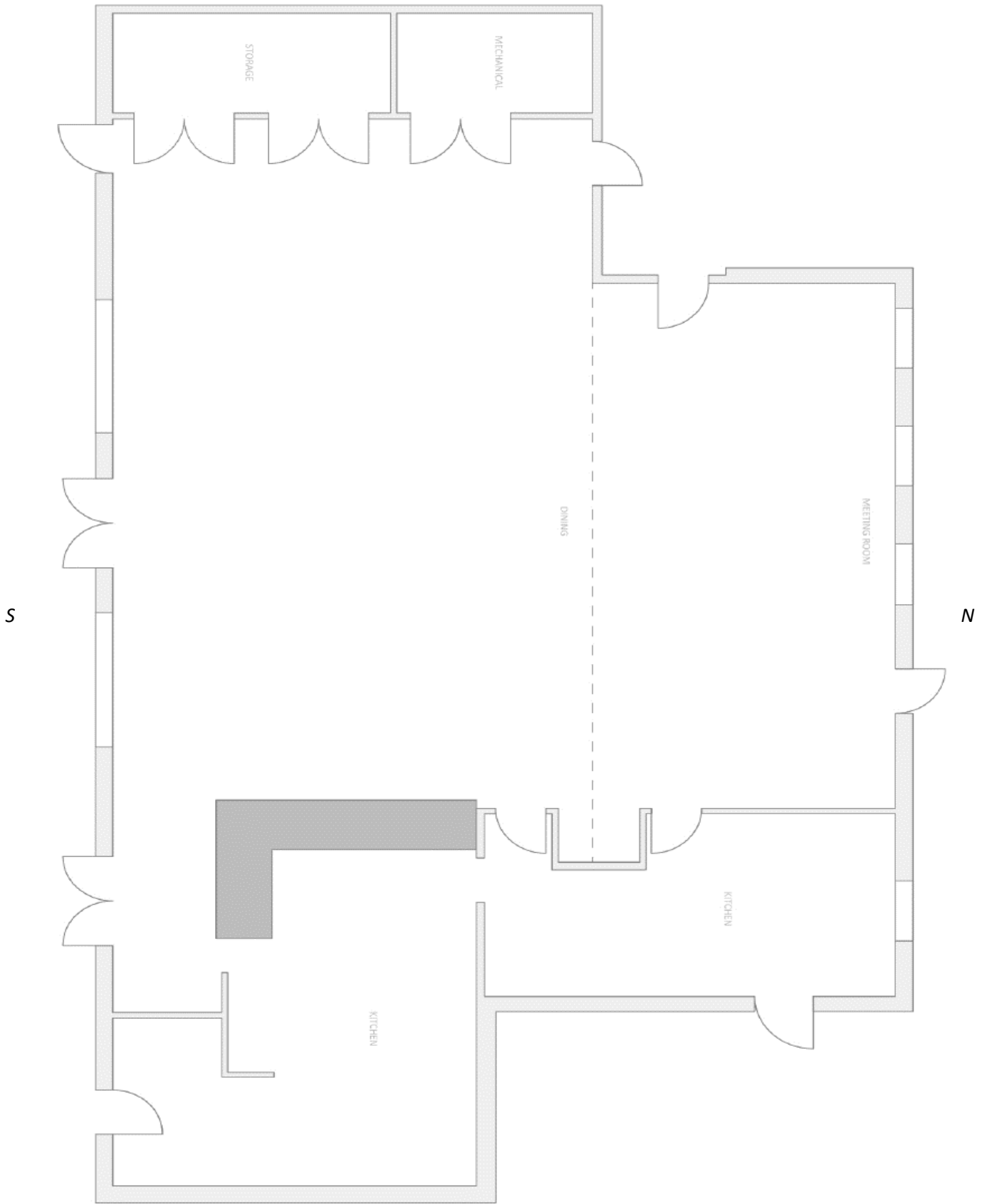
\_\_\_\_\_  
Signature of Food & Beverage Manager

\_\_\_\_\_  
Date

***In the occurrence of a large scale event at Miami Shores that requires the use of the The Shoreline being scheduled at the same time as this Rental Agreement, Miami Shores reserves the right to cancel this Rental Agreement up to 30 calendar days prior to the contracted date. 100% of all monies deposited will be refunded.***

**Exhibit "A"**

W



E

**Exhibit "B"**  
**Credit Card Payment Authorization Form**

Sign & complete this form to authorize Miami Shores to make charge(s) to the listed credit card.

By signing this form you give us permission to debit your account for the amount(s) indicated on or after the indicated date(s). This is permission for transactions only related to this Rental Agreement and does not provide authorization for any unrelated debits to your account.

**Please complete the following information below:**

I \_\_\_\_\_ authorize Miami Shores to charge my credit card account  
(Full name)  
indicated below for \_\_\_\_\_ on or after \_\_\_\_\_ and for  
(Dollar Amount - Deposit) (Date of Reservation)  
\_\_\_\_\_ on or after \_\_\_\_\_. This payment or payments are for  
(Dollar Amount - Balance Due) (Date - 60 days prior to Event)  
\_\_\_\_\_ per the agreed payment schedule outlined in the Rental Agreement.  
(Description of Services)

**Credit Card Holder Information**

Name as it appears on card \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Account type :			
Visa	MasterCard	AMEX	Discover
Cardholder Name _____			
Account Number _____			
Expiration Date ___ / ___			
Security Code _____			

Signature \_\_\_\_\_ Date \_\_\_\_\_

I authorize Miami Shores to charge my credit card indicated in this authorization form according to the terms outlined above in The Shoreline Room Rental Agreement. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company so long as the transaction corresponds to the terms indicated in this form and the Room Rental Agreement. Incidental damages and charges are outlined in the Room Rental Agreement and, if needed, will be processed in a separate transaction charged to the credit card indicated in this authorization form.

## Exhibit "C"

Renter shall maintain for the duration of the contract Commercial General Liability insurance with coverage at least as broad as Insurance Services Office (ISO) Form CG 0001 with a minimum limit of \$2,000,000 per occurrence. Certificate of Insurance must be provided to Miami Shores no later than two weeks prior to the scheduled event for review by the City of Troy's risk management group.

### **Basis**

All coverage shall be written on an occurrence basis.

### **Insurance Company Rating**

Insurance company must have an AM BEST rating of no less than A:VII, unless otherwise acceptable to the City of Troy.

### **City of Troy Named as Additional Insured**

Renter shall obtain the endorsements necessary to make the follow parties additional insureds under the CGL policy with primary/contributing coverage as respects the additional insureds.

Additional insured language which must be on insurance certificate as follows:

**"The following are additional insureds: The City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers, thereof. Coverage shall be primary to te additional insureds and not contributing with any other insurance or similar protections available to the additional insureds whether other available coverage be primary, contributing, or excess."**

**Location: The Shoreline  
Miami Shores  
402 E. Staunton Rd.  
Troy, OH 45373**

**Effective Dates: (Date of Event)**

### **Cancellation Notice**

Renter shall provide, during the life of the contract, or for a longer period as stipulated herein, the coverages as described above, which shall include an endorsement stating the following: **"Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Miami Shores, Director of Golf, 402 E. Staunton Rd., Troy, Ohio 45373."**

### **Coverage Expiration**

If any of the above coverages expire during the term of this contract, the renter shall deliver renewal certificates and/or polices to Miami Shores at least ten days prior to said expiration date.

Rev. 8/12/16



**Exhibit "D"**

The Shoreline at Miami Shores  
402 E. Staunton Rd.  
Troy, OH 45373  
Telephone: 937-440-8700



This is a list of caterers that have met the liability and health department requirements to operate at The Shoreline in the City of Troy. Event planners may use any of the caterers on this approved list. Anyone wishing to be added to this list may contact David Kerg at 937-875-8137 or by e-mail at david.kerg@troyohio.gov to submit the necessary insurance, BWC, and health certificates. Caterers MUST meet with the staff prior to approval for orientation to the facility and our requirements.

Health regulations do not permit hosts to employ full service caterers that do not meet insurance and health department requirements.

<b>Full Service Caterers</b>	<b>Telephone Number</b>	<b>E-mail Address</b>
Mrs. B's Catering	937-676-2882	info@mrsbscatering.com
Eloquence Catering	937-216-0138	eloquencecatering@hotmail.com
The Spot	937-492-9181	catering@thespottoeat.com
Heritage Events Catering	937-778-1171	ann@hecyes.com

<b>Carry-In Only Caterers</b>	<b>Telephone Number</b>	<b>E-mail Address</b>

The Shoreline is an open facility, which allows you to use any caterer on the Approved List. Listed full service caterers have provided proof of required liability insurance, BWC certificate and a valid copy of their county health certificate.  
*This list is subject to change at anytime.*