



CITY OF TROY BOARD OF PARK COMMISSIONERS
MEETING AGENDA
Tuesday, March 3, 2026
4:00 p.m. – Council Chambers

Call to Order: President – Mr. Emerick

- I. Roll Call: Mr. Emerick
Mr. Harrelson
Mrs. Anderson

- II. Approve Minutes: January 21, 2026, Joint Board of Park Commissioners and Recreation Board Meeting Minutes
February 9, 2026, Board of Park Commissioners Meeting Minutes

- III. Reports: Jeremy Drake, Park Superintendent (Report Attached)
Ken Siler, Recreation Director (Report Attached)
Tim Grieser, Director of Golf (Report Attached)
Mr. Emerick, Planning Commission Report

IV. New Business:

- a. Approve the Parks and Recreation Master Plan
- b. Provide a recommendation to City Council that the May 8, 2026 Troy Truck Yard event be held at Herrlinger Park with the event to include the sale and consumption of alcoholic beverages (beer only)
- c. Additional events that may include use of public property - Community Park for National Night Out on August 4
- d. Recommending to Troy City Council leasing the Barn in the Park building to the Community Improvement Corporation
- e. Discussion of adding one additional ad panel to the North Market Street Baseball Scoreboard

V. Other:

- a. Discussion of Carriage Crossing Park Sign with section added

VII: Adjourn:

MINUTES

Joint Recreation and Park Board Meeting
Wednesday, January 21, 2026
4:00 p.m.
Hobart Arena

Members of the Recreation Board Present: Marty Hobart, President; Tom Dunn, Vice-President; Ashley Reed, Secretary; and Jeff Schultz.

Members of the Recreation Board Absent: Lindsay Fisher.

Members of the Park Board Present: Jordan Emerick, President; Will Harrelson, Vice President; and Mona Anderson, Secretary.

Others Present: Kenneth Siler, Director of Recreation, Carrie Slater, Assistant Director of Recreation, Jeremy Drake, Park Superintendent; and Tim Grieser, Miami Shores Director of Golf.

The meeting was called to order by the President of the Recreation Board, Marty Hobart.

The minutes of the December 17, 2025 Recreation Board meeting were read. It was moved by Mr. Dunn and seconded by Mr. Schultz that the minutes be approved as read. Motion carried by unanimous roll call vote.

Jeremy Drake, Park Superintendent, informed the boards that park crew has been very busy with ice. The weather forecast shows some bad weather coming this weekend, so crew is gearing up for it. He thanked the park crew that has been dealing with that. Winter tree removal is underway. Park crew will be out removing dead and dying trees along city streets as well as the parks and there are a number of trees that need to be removed from the Miami Shores Golf course. Community Park restrooms are currently closed for much needed facelift and renovation, which is being done by in-house park staff. The tear out is most of the way finished and the rest of the restoration work will happen over the next several months. He is hoping all work will be done before the busy spring season.

The Director introduced new Recreation Board member, Jeff Schultz. He is the new appointee by the school board for the next 5 years. He is replacing Mr. Herman who served on the board for the last 10 years.

The Director informed the boards that one event has taken place since the last Recreation Board meeting in December. The event was the Thunderstruck and Sabbath Tribute Act, which was held on January 9th. The show went very well and was well attended. There was a lot of positive feedback on the event. The International Championship Ice Racing event was announced this morning. They will be returning March 28th. The event is held in the arena every other year. It usually sells pretty well.

The Director also informed the boards that Troy Aquatic Park season passes are in line with where they were last year. There is \$10.00 off through the end of April.

The Recreation Board reorganized. It was moved by Mr. Dunn and seconded by Mr. Schultz that Marty Hobart remains the President, Tom Dunn remains the Vice President and that Ashley Reed remains the Secretary of the Troy Recreation Board for 2026. Motion carried by unanimous roll call vote.

It was moved by Mr. Schultz and seconded by Mr. Dunn to authorize the president, vice president, and the secretary of the Recreation Board to sign purchase orders, invoices, and other important board documents. Motion carried by unanimous roll call vote.

It was moved by Mr. Dunn and seconded by Mrs. Reed that the Recreation Board make a recommendation to City Council for adjustments to the wage rate scale for Swimming Pool Manager/Lead Food Service positions and to establish a separate wage rate scale for the position of Lifeguard. Motion carried by unanimous roll call vote.

It was moved by Mr. Dunn and seconded by Mrs. Reed that the Recreation Board request authorization from City Council to advertise for bids for the Troy Aquatic Park improvement/Maintenance Project not to exceed \$1.7 million. The Director wanted to clarify that this is the maintenance project, which does not include any expansion or any additional water features, it is just maintenance of the existing facility that needs done. Motion carried by unanimous roll call vote.

A recap presentation of the City of Troy Parks and Recreation Master Plan recommendations was given by Matthew O'Rourke of American Structure Point and William Knox of Legacy Sports Group. It was moved by Mr. Emerick and seconded by Mr. Harrelson to recommend that city staff develop an RFP for Duke Park Option 1A in a phased approach. Motion carried by unanimous roll call vote.

It was moved by Mr. Emerick and seconded by Mr. Harrelson to make a recommendation to Council that as part of the plan; the city provide lighting, seating and restrooms at the Troy Skate Park as outlined in the Parks and Recreation Master Plan. Motion carried by unanimous roll call vote.

It was moved by Mr. Emerick and seconded by Mr. Harrelson that the Board of Park Commissioners and Troy Recreation Board approve the Park Facilities Maintenance project list recommendations from the Parks and Recreation Master Plan to City Council. Motion carried by unanimous roll call vote.

Board members agreed to provide any feedback, suggested revisions and corrections to staff on the Parks and Recreation Master Plan over the next couple weeks so that those revisions can be made and the plan can be brought back to the boards at their February meetings for approval.

It was moved by Mr. Emerick and seconded by Mrs. Anderson that the Board of Park Commissioners and Troy Recreation Board recommend that Council authorize the Director of Public Service and Safety to enter into non-ticketed use agreements for concert events at Treasure Island Park for summer of 2026. 2026 dates are June 20, July 4, August 1 and June 6 at Troy Memorial Stadium for the America 250 concert, conditional upon approval by the Troy City Schools. Motion carried by unanimous roll call vote.

It was moved by Mr. Emerick and seconded by Mr. Harrelson that the Board of Park Commissioners and Troy Recreation Board recommend to Council to authorize the temporary activation of the DORA on June 20, July 4 and August 1 for Treasure Island events and also on June 6 at Troy Memorial Stadium for the America 250 concert, conditional upon approval by the Troy City Schools. Motion carried by unanimous roll call vote.

It was moved by Mr. Emerick and seconded by Mr. Harrelson that the Board of Park Commissioners and Troy Recreation Board authorize request for proposals for a new Parks and Recreation Non-Alcoholic Beverage Service Agreement. Motion carried by unanimous roll call vote.

It was moved by Mr. Emerick and seconded by Mrs. Anderson that the Board of Park Commissioners and Troy Recreation Board provide a recommendation to Council supporting the inclusion of the Troy Senior Citizens Center in the Temporary DORA Extended Activation Area boundary, including for June 6, 2026 for the Troy Strawberry Festival/American 250 Celebration Concert. Motion carried unanimous roll call vote.

Being no further business, it was moved by Mr. Emerick and seconded by Mrs. Anderson to adjourn the meeting. Motion carried by unanimous roll call vote.

Respectfully submitted,

Ashley Reed, Secretary
Recreation Board

CITY OF TROY BOARD OF PARK COMMISSIONERS
MINUTES – Monday, February 9 4:00 PM
Council Chambers

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

Members of the Board Present: Mr. Jordan Emerick, President
 Mr. Will Harrelson, Vice-President

Others Attending: City Staff
 Citizen

The minutes of the February 9, 2026, Board of Park Commissioners meeting were approved by unanimous vote, following a motion from Mr. Emerick, seconded by Mr. Harrelson.

REPORTS:

- Park Superintendent, Jeremy Drake stated staff is awaiting final grant documents from US Fish and Wildlife for the TIMBA Wetlands Project at Duke Park. Staff are waiting for an estimate from a paving company in regard to building a new entrance to the wetlands to preserve the existing entrance to Duke Park. Once the final document is prepared, it will be presented to the Board of Park Commissioners.

Mr. Emerick questioned the timeline for the project and Mr. Drake stated the project is hopeful to start late Spring of 2026. Mr. Drake confirmed the hours the construction would take place would be during the business day, so it won't affect visitors to Duke Park during evening hours.

Mr. Emerick thanked the Park Department staff for the work they provided with snow removal.

- Recreation Director, Ken Siler, submitted a report (copy attached to original minutes). Mr. Siler thanked Park Department staff for their assistance at Hobart Areana with snow removal. During the heavy snowfall, there were several events at Hobart Arena, and the Park Staff did an excellent job keeping the parking lot passable.

Mr. Siler stated Troy Aquatic Park season passes continue to be on sale at a discounted rate. To date, 99 passes have been sold, which is a little less than years past.

- Director of Golf, Tim Grieser, submitted a report (copy attached to original minutes). Mr. Grieser highlighted the Miami Shores Golf Advisory Board, which met the last Wednesday of January, and they will continue to meet the last Wednesday of each month going forward. The meeting will take place at 6:00 p.m.

Mr. Grieser stated the original flooring that was installed in The Shoreline was replaced with vinyl flooring and that has been completed. Staff will be purchasing mats to place in the high traffic areas to prolong the life of the flooring.

NEW BUSINESS:

- **Request the Board of Park Commissioners to authorize sending out Request for Proposals for the Tee Signs at Miami Shores Golf Course** – Mr. Grieser stated the current agreement related to the tee signs and mapping signs around Miami Shores Golf Course expires in February 2026. The city allows a vendor to place the signs at no fee, and the vendor sells advertising space which is defined by a set agreement that is satisfactory to the Director of Golf and meets statutory requirements as approved by the Director of Law. The original agreement was for a three-year period with three additional one-year periods upon mutual written agreement of the parties.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to authorize staff to proceed with requesting for proposals for the new golf tee sign agreement for an initial three-year period and three additionally mutually agreed-upon one-year agreements.

MOTION PASSED, UNANIMOUS VOTE

- **Consideration of 2026 listing of events for Prouty Plaza and other park areas** – Administrative Assistant, Sue Knight, provided a list of proposed events and concerts that may be held on Prouty Plaza, Treasure Island Park, or other park properties. Mrs. Knight acknowledges some dates may change and the Board of Park Commissioners will be notified of the changes. Mrs. Knight stated that

with the upcoming Downtown Streetscape Project, some concerts and events may need to be relocated.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to approve the dates and locations for concerts and other activities at Prouty Plaza and other park property.

MOTION PASSED, UNANIMOUS VOTE

- **Recommendation to the Planning Commission for Sycamore Pointe Subdivision – Private Open Space instead of fees-in-lieu** – Austin Eidemiller, Planning and Zoning Manager, stated the applicant is requesting to provide open private space in the amount of 8.59 acres that totals about 15% of the development. Staff are recommending the acceptance of private open space instead of public park land due to the following:
 - Per the Existing Conditions Report of the Comprehensive Plan, the City provides nearly double the parkland per resident than the national average per NRPA.
 - Private Open Space is consistent with the adjacent subdivision (Reserve at Cliff Oaks).
 - The Parks Master Plan and Unified Development Code is in process for the completion that will provide further direction on future parkland and private open space.

Mr. Harrelson stated for the record this property he previously worked on for approval with the Planning and Zoning Department, but the property had a different owner at that time.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, recommend to Planning Commission a positive recommendation to accept private open space for the proposed development.

MOTION PASSED, UNANIMOUS VOTE

ADDED TO THE AGENDA:

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to add the following items to the agenda.

MOTION PASSED, UNANIMOUS VOTE

- **Accept the grants related to the playground surface turf at the Duke Park Playground** – In 2025 the city purchased new playground equipment to have installed at the Duke Park Playground but were pursuing grants to assist with the purchase of the playground surface turf so the playground would be ADA-accessible. Mr. Titterington stated the city recently received notification from The Troy Foundation and the UVMC Community Benefit Fund that the city will be receiving two grants totaling \$190,000 for the purchase of playground surface turf for the Duke Park Playground.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to accept grants from The Troy Foundation and the UVMC Community Benefit Fund for the playground upgrade and turf at Duke Park.

MOTION PASSED, UNANIMOUS VOTE

- **Recommendation to Council to advertise for bid the Duke Park Playground Safety Turf Project in an amount not to exceed the grant amount of \$190,000** – Mr. Drake stated the Board of Park Commissioners is needing to recommend to Council to bid the acquisition and construction of the turf.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to recommend to City Council authorization to bid the acquisition and construction of the surface and installation in the amount not to exceed \$190,000 for the Duke Park Safety Turf Project.

OTHER:

- Mr. Titterington stated Council Committee will be asking for City Council action related to the elements of the Park and Recreation Master Plan that was recommended to City Council. Council will be asking for proposals for updates to Duke Park. The proposals include in the future:
 - To donate \$410,000 to the Joe Reardon Skate Park Project in the future.
 - A reappropriation to the Park and Recreation Capital fund in the amount of \$2,650,000 for the following updates:
 - \$500,000 towards Community Park playground equipment and turf
 - \$2,100,000 towards updating the irrigation system at Miami Shores Golf Course
 - \$50,000 towards Phase 2 of the Troy Aquatic Park Design

- Lance Oaks, 853 Yankee Street, Dayton, Ohio stated he is the owner and developer of the Sycamore Pointe Subdivision, thanked the Board of Park Commissioners for their support of the private open space. He did state he still may add playground equipment and benches to the open space.
- Mr. Harrelson stated the Board of Park Commissioners were hoping to consider the Comprehensive Plan in today's meeting, but the board felt all three commissioners needed to be present to consider approval. It will be on the Board of Park Commissioners March Agenda.

There being no further business, upon motion of Mr. Emerick, seconded by Mr. Harrelson, by unanimous voice vote, the Board adjourned at 4:25 p.m.

Respectfully submitted,

March 3, 2026, Park Board Meeting

Items of Interest:

- The Community Park restroom renovation project is nearing completion. New partitions will be delivered and installed by staff in the next couple of weeks.
- Winter tree removals are almost finished. We still have trees along the bike path at Miami Shores to remove and stumps to grind.
- I followed up with Wagner Paving on the paving quote for Duke Park. That quote has been submitted to H2Ohio for review. If we receive the approval for the asphalt to be replaced, we can move forward with the final contract review and official acceptance of the grant.
- Bid specifications for Duke Park and Community Park Playground turf have been submitted and reviewed, currently pending council authorization.
- Weather permitting, the installation of new playground equipment at Duke Park is scheduled to begin the week of March 9th.
- Signage for Carriage Crossing Park to recognize the 1996 land donation by Zerla Stayman (ARC Abrasives) has been ordered. This signage was approved by the Park Board in 2016. Renderings of the sign are attached.
- Staff are currently working with the Recreation Department on field needs for spring soccer, softball, and baseball. Practices will begin in the next few weeks as the weather allows.
- Improvements to the Archer Park baseball infields approved in the 2026 budget will begin soon. This work includes replacing the infield with the same material that is used at Duke Park. This will greatly improve playability and reduce the number of game cancellations due to rain.

CITY OF PARK BOARD MEETING

March 3, 2026

Council Chambers
4:00 p.m.

ITEMS TO BE DISCUSSED BY THE RECREATION DEPARTMENT AT THE PARK BOARD MEETING:

1. Summer program registrations will begin April 1st.
2. Girls' Softball registration deadline was Friday, February 13th. We are tentatively planning to play Tipp City, Vandalia, Miami East and Englewood this season. We will have (2) 8U teams; (3) 10U teams; (1) 12U team.
3. Upcoming Hobart Arena Events:
 - a. OHSAA District Wrestling Tournament – March 6 & 7, 2026.
 - b. FIRST Tech Challenge & FIRST League League Ohio Championship – March 14 & 15, 2026.
 - c. International Championship Ice Racing – March 28, 2026.
4. We are currently offering \$10 off season passes through April, 2026. One Hundred Seven (107) 2026 Troy Aquatic Park season passes plus nine (9) grandparents passes have been sold to date.

To: Board of Park Commissioners
From: Tim Grieser, Director of Golf
Subject: March 2026 Report
Date: Monday, March 9, 2026



Irrigation Project

- The irrigation project is currently in the discovery phase.

Player Assistant Program (attached)

Golf Advisory Board

- The meeting dates, agenda, and minutes are posted on the Miami Shores Golf Course website.

Maintenance Items

- We have removed 26 trees that were either dead or terminal.
- Continue to rebuild equipment.
- Refurbishing the beverage cart for service.

Simulator League

- The simulator leagues will be finishing the first week of March

Seasonal Team Members

- The Shoreline, maintenance, and golf shop have all received interest in the post for seasonal help. We are currently interviewing and hiring based on needs.

Miami Shores Golf Course

Volunteer Player Assistant Program



The volunteer Player Assistant Program is designed to enhance the golfer experience at Miami Shores Golf Course by providing on-course support, pace-of-play assistance, and friendly customer service throughout the facility.

This program also offers community members an opportunity to stay engaged in the game while enjoying meaningful volunteer benefits.

Position Overview

Player Assistants will serve as ambassadors of Miami Shores Golf Course. They will assist with:

- Monitoring and encouraging pace of play
- Starting players
- Providing course knowledge and assistance to players
- Communicating course conditions or issues to staff
- Supporting the overall golf experience
- Promoting a welcoming and professional environment

Shift Structure

Shifts are five (5) hours in length and are scheduled seven days per week.

Weekdays:

- Morning Shift: 7:00 AM - 12:00 AM
- Mid-Day Shift: 11:00 AM - 4:00 PM
- Afternoon Shift: 3:00 PM - 8:00 PM

Weekends:

- Morning Shift: 7:00 AM - 12:00 AM
- Mid-Day Shift: 11:00 AM - 4:00 PM
- Afternoon Shift: 3:00 PM - 8:00 PM

Volunteers may select shifts based on availability and scheduling needs.

Volunteer Benefits

Apparel/Food/Beverages

- Miami Shores staff golf shirt
- Miami Shores hat
- Official name tag
- Fountain beverages/coffee will be included at no charge. Food will be at normal menu price.

Practice Privileges

- Complimentary range balls for personal practice

For each completed shift, volunteers receive:

- One (1) voucher for a complimentary round of golf with cart
- Voucher issued at the end of each shift
- Voucher must be turned in at time of play
- Voucher will be processed through the register for tracking purposes

Miami Shores Golf Course
Revenues/Expenses

Yearly	2022	2023	2024	2025	2026 (through Jan. 31st)
Rounds	42,519	44,387	46,708	44,388	153
Golf Shop Revenues	\$999,997.22	\$1,099,550.28	\$1,214,769.20	\$1,199,170.63	\$18,354.76
Driving Range Revenues	\$6,976.00	\$33,419.50	\$41,469.50	\$37,234.75	\$42.00
Shoreline Revenues	\$185,528.84	\$198,775.33	\$214,937.28	\$211,588.77	\$4,981.45
Total Revenues	\$1,192,502.06	\$1,329,745.11	\$1,471,175.98	\$1,447,994.15	\$23,378.21
Total Expenses	\$1,441,780.33	\$1,355,922.01	\$1,381,122.32	\$1,409,647.95	\$67,982.92

Monthly (2026)	January	February	March	April	May	June	July	August	September	October	November	December
Rounds	155											
Golf Shop Revenues	\$18,354.76											
Driving Range Revenues	\$42.00											
Shoreline Revenues	\$4,981.45											
Total Revenues	\$23,378.21											
Total Expenses	\$67,982.92											

Monthly (2025)	January	February	March	April	May	June	July	August	September	October	November	December
Rounds	3	305	2,806	4,200	6,174	6,793	6,613	7,000	4,784	3,834	1,566	310
Golf Shop Revenues	\$21,840.52	\$35,208.72	\$125,966.31	\$129,819.28	\$156,814.04	\$158,306.59	\$162,460.10	\$164,494.69	\$111,488.66	\$93,430.38	\$35,365.14	\$14,177.20
Driving Range Revenues	\$0.00	\$367.50	\$3,110.00	\$4,065.00	\$5,757.00	\$7,708.00	\$4,668.00	\$5,043.25	\$2,940.00	\$2,181.00	\$636.00	\$87.00
Shoreline Revenues	\$2,809.63	\$4,612.75	\$10,895.25	\$17,164.70	\$28,556.36	\$34,173.99	\$31,083.98	\$33,772.62	\$23,641.63	\$16,034.00	\$6,057.86	\$2,786.00
Total Revenues	\$24,650.15	\$40,188.97	\$139,971.56	\$151,047.98	\$190,927.40	\$200,188.58	\$188,212.08	\$203,310.56	\$138,070.29	\$111,645.38	\$42,059.00	\$17,050.20
Total Expenses	\$61,219.45	\$70,140.83	\$106,523.85	\$98,433.50	\$185,288.35	\$156,453.96	\$168,837.65	\$118,218.32	\$151,186.96	\$133,957.04	\$74,836.26	\$86,542.01

MEMORANDUM

TO: Board of Park Commissioners

FROM: Austin Eidemiller, Planning & Zoning Manager

DATE: February 5, 2026

SUBJECT: Parks and Recreation Master Plan

BACKGROUND:

The City of Troy in partnership with American Structurepoint and Legacy Sports Group have conducted a master planning process for our parks system that led to the creation of the Parks and Recreation Master Plan (The Plan). The Plan was developed through a comprehensive, multi-phase planning process designed to ensure that future park investment aligns with community needs, demographic trends, accessibility requirements, and long-term goals of the city with an emphasis of public engagement.

The planning process involved extensive public engagement efforts that included:

1. A Community Survey with 882 respondents.
2. In-Person outreach during the Troy Strawberry Festival.
3. Steering Committee and Stakeholder Involvement.
4. A public presentation of initial recommendations in December 2025 and January 2026.
5. Additional Work Session with the Park Board and the Recreation Board.

REQUESTED ACTION:

It is requested that the Board of Park Commissioners approve the Parks and Recreation Master Plan.



MEMORANDUM

TO: Board of Park Commissioners
FROM: Patrick E. J. Titterington, Director of Public Service and Safety
DATE: March 1, 2026
SUBJECT: RECOMMENDING TO CITY COUNCIL THAT THE 2026 TRUCK YARD EVENT BE HELD IN HERRLINGER PARK, WITH THE EVENT INCLUDING THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES (BEER ONLY)

RECOMMENDATION:

That the Board of Park Commissioners recommends to Troy City Council that the May 8, 2026, Troy Truck Yard event be held at Herrlinger Park, with the event to include the sale and consumption of alcoholic beverages (beer only).

BACKGROUND:

Starting in 2019, the City has held the Troy Truck Yard event in different areas to help promote the riverfront area in general. The Troy Truck Yard is a casual pop-up event, featuring music, food and beverages. These events have been very popular. Information regarding the May 8 event includes:

- Venue - Herrlinger Park. Set-up would include picnic tables/chairs, portable stage, a tent, port-a-lets and/or the mobile toilet unit, and would be the responsibility of the City. This venue has been identified as within the Downtown Riverfront Study Area.
- Time - 6:00 pm to 9:00 pm.
- Music - a contract with a band is pending Council approval of the Notwithstanding Ordinance.
- Food - food trucks will be solicited for this event.
- Alcohol Permit - the permit would be held by the City, with the City responsible for complying with the liquor permit requirements and securing insurance.

As the alcohol sales/consumption would involve public property, City Council will be requested to approve a Notwithstanding Ordinance, and the City will submit an application to the Ohio Division of Liquor Control.

The Park Superintendent is aware of this proposed event.

REQUESTED ACTION:

It would be appreciated if the Board would recommend to Troy City Council that the 2026 Troy Truck Yard event be held at Herrlinger Park on May 8, with the event to include the sale and consumption of alcoholic beverages (beer only).



MEMO

TO: BOARD OF PARK COMMISSIONERS
FROM: Patrick E. J. Titterington
DATE: March 1, 2026
SUBJECT: POSSIBLE PARK PROPERTY EVENTS FOR 2026

It would be appreciated if the Board of Park Commissioners would consider approving the following additional events for Park property during 2026.

1. May 8, 2026 - Holding the annual Troy Truckyard Event at Herrlinger Park during the evening. There is a more detailed memo regarding this event on the Board's agenda.
2. August 4, 2026 - Holding a National Night Out (NNO) event at Troy Community Park.
The Troy Police Department plans on scheduling a NNO event at the central location of Troy Community Park after a few years of holding NNO events in neighborhoods.


Mr. Drake is aware of the additional events.

Please let us know if there are any questions.

cc: Mr. Titterington
Mr. Drake, Park Dept.
Mr. Williams, Electrical Div.
Mr. Siler, Recreation Director
Ms. Slater, Assistant Recreation Director
S. Kegley, Engineering Div.

MEMORANDUM

TO: Board of Park Commissioners

FROM: Patrick E. J. Titterington, Director of Public Service and Safety 

DATE: February 27, 2026

SUBJECT: RECOMMENDING LEASING BARN IN THE PARK BUILDING TO THE COMMUNITY IMPROVEMENT CORPORATION

RECOMMENDATION:

That the Board recommends to Council that the building known as the Barn in the Park be leased to the Community Improvement Corporation (CIC) so that the CIC can handle future leases of the building.

BACKGROUND:

The current lease for the Barn in the Park building has expired. Staff is recommending that the building be leased to the CIC so that the CIC can handle future leases of the building on behalf of the City. Transfer of the property would be conditioned upon the CIC continuing the same terms and conditions as were included in the most recent lease, a copy of which is attached. The Director of Law has advised that the lease of the building to the CIC is permitted by the ORC.

REQUESTED ACTION:

It would be appreciated if the Board would consider a recommendation to Council to lease the Barn in the Park building to the CIC.

encl.

LEASE OF PROPERTY
KNOWN AS THE
BARN IN THE PARK

Lease between The Board of Park Commissioners of the City of Troy, Ohio, hereinafter known as the "Lessor" and _____, hereinafter known as the "Lessee" for the City property known as the Barn in the Park, which is located in the Troy Community Park in Troy, Miami County, Ohio. This lease is entered into this _____ day of _____, 2014.

Term

- (1) The lease shall run from year to year for a period not to exceed five years, commencing from the first of the month following the final execution of the lease document.
- (2) The lease may be renewed for up to five successive one year periods by the Lessee requesting same of the Lessor by written notice at least ninety (90) days prior to the December 31 termination date. Acceptance of the Lessor must be in writing. Lessor may reject the request for renewal.

Covenants of Lessee

The lessee will agree as follows:

- (1) That the Lessee will pay utility bills, (water, sewer, telephone, gas, and electricity) for the Barn in the Park structure during the term.
- (2) That the Lessee will occupy the premises in a safe and proper manner; will carefully control all fires that may be operated and will keep all sewer connections free from obstructions;
- (3) That the Lessee will not permit any waste and that the Lessee will recycle materials that are considered recyclable during the term of the lease;
- (4) That the Lessee will not use the premises for any unlawful purpose; and that the Lessee will obey all laws, regulations, and orders of all governmental authorities or agencies, respecting the premises;
- (5) The Lessee will strictly enforce all laws and ordinances;
- (6) That the Lessee will only be permitted the use of the premises for the use set forth in the final lease document. Private parties or gatherings by the Lessee or on behalf of the Lessee or by members or associates of the Lessee's organization will not be permitted;

- (7) That the Lessee will not permit any intoxicating liquor to be brought onto or consumed on the premises;
- (8) That the Lessee will not assign this lease, nor sublet the premises, or permit the use of the premises by any other party but the Lessee without the written consent of the Lessor;
- (9) That the Lessee will use the premises only for the purposes described herein based on the bid submitted;
- (10) That the Lessee will make no alterations or additions in or to the premises without the prior written consent of the Lessor, and any improvements made become the property of the Lessor;
- (11) That the Lessee will not permit any smoking on the premises, nor will it allow any smoking outside the premises during any activities of the Lessee;
- (12) That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and make repairs;
- (13) That the lessee will surrender and deliver up the premises, at the end of the term, in as good order and condition as the premises now are, or may be put by the Lessor, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
- (14) That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the lessee shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
- (15) That the lessee shall provide to the Lessor a published advance schedule of events held at the Barn in the Park no less than 90 days prior to any event, and Lessee should consider providing an annual schedule;
- (16) That the Lessee will not permit any use which may increase the fire hazard or insurance rates on the building during the term;
- (17) That the Lessee will provide any insurance upon the contents or the property that it owns in the premises, and hold Lessor harmless from any loss related to such contents;
- (18) That the Lessee agrees that it will procure and maintain during the term of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee. The Lessee shall maintain Commercial

General Liability coverage, at least as broad as ISO Form CG 00 01, with limits no less than \$1,000,000 per occurrence for bodily injury and personal injury, and no less than \$250,000 per occurrence for property damage. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lessor.

Any deductible or self-insured retention must be declared to and approved by the Lessor.

The policy shall name Lessor as an Additional Insured and loss payee and the Lessee's insurance coverage shall be primary insurance as respects the Lessor.

Each policy shall be endorsed to state that the insurer agrees that thirty (30) days prior to cancellation or reduction of amount a notice will be mailed to the Lessor. Further, if the Lessee receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, Lessee agrees to notify the Lessor by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance.

Lessee shall furnish to the Lessor before execution of this contract, and keep current during the term of the contract, a certificate of insurance for all policies required by this contract. Such certificate shall include the following language: "The Lessor, its elected and appointed officials, all employees and volunteers, all boards, commissions and/ or authorities and board members, including employees and volunteers thereof are additional insureds. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds whether other available coverage be primary, contributing, or excess."

Notices under this section shall be made to both the following:

Board of Park Commissioners
c/o City Hall
100 S. Market Street
Troy, Ohio 45373
(fax) 937-339-8601

Director of Public Service and Safety
c/o City Hall
100 S. Market Street
Troy, Ohio 45373
(fax) 937-339-8601

patrick.titterington@troyohio.gov

(19) Lessee agrees to indemnify and hold the Lessor harmless from any and all loss, cost (including attorney's fees) or damage, from any liability for injuries or death to persons or loss or damage to property arising from any act of omission of lessee, or his agents, partners, employees, customers, invitees, contractors or subcontractors, with respect to his use or occupancy of the leased premises or operations at the "Barn in the Park". Lessee agrees to give the Lessor prompt notice of any claim or suit which may result in a judgment against the Lessor. Lessee is entitled to compromise, defend or participate in the defense of any such claim or suit to the extent of its interest.

(20) After receiving written permission from the Lessor, the Lessee will perform all renovations and repairs according to City and County code specifications.

(21) That the lessee will provide a key to the Park Board for the purpose of inspection;

(22) That the lessee is responsible for all interior maintenance;

(23) That the lessee will notify the Lessor in writing of any repairs or renovations needed for the safe use of the premises, although such repairs are at the discretion of the Lessor;

(24) Lessee shall be responsible for all trash removal from the **leased premises**;

(25) Lessee shall be responsible for security to the barn including making sure that all people are out of the **premises** when it is locked up at night;

(26) Lessee shall be responsible to lock the inside access door to the restroom addition (added in 2006) on a daily basis;

(27) Upon execution of a lease document, Lessor will have building inspected by the Troy Fire Department and posted for maximum permitted occupancy based on use of Lessee. Lessee will comply with posting of the Troy Fire Department as to maximum permitted occupancy. **The Lessee will arrange for semi-annual inspections by the Troy Fire Department so that it can be determined if use by the Lessee presents a hazard to the premises. The report of the Fire Department will be provided to the Lessee and the Lessor. Any report of deficiencies shall be immediately remedied by the Lessee, or the Lessor may determine such lack of remedy constitutes termination.**

(28) **Exclusive Contracts Impacting This Lease:** Lessee understands that the City currently has an exclusive contract for the sale of specific products. The current Contract is attached. Lessee understands and agrees that if it sells, by direct sale or vending machine, any of the products listed, it must comply with the exclusive sale of products outlined in the attached contract any subsequent contract into which the City of Troy

may enter and agrees that the sale of any products in competition with the exclusive contract is specifically prohibited. The Recreation Director of the City of Troy shall discuss with Lessee the provisions of any future exclusive contract and shall provide Lessee with a copy of said exclusive contract as soon as it may be signed.

(29) Any and all signage proposed by the Lessee must be submitted to the City in advance for approval, and must meet any and all governing provisions.

(30) In published documents associated with the use of the Barn in the Park, Lessee will acknowledge that the premises are the property of the City of Troy and will further acknowledge the cooperation of the Board of Park Commissioners and the City of Troy in making the premises available.

Covenants by Lessor

The Lessor agrees as follows:

(1) That the Lessee shall peaceably and quietly enjoy the premises, during the term, without any hindrance by the Lessor or any persons lawfully claiming under the Lessor;

(2) That the Lessor is the owner of the premises and has power to lease the premises and that the premises are free from all encumbrances (except restrictions of record, and zoning restrictions).

(3) That the Lessor shall maintain **its own** liability and property insurance upon the premises, but will not provide contents insurance;

(4) That the Lessor shall be responsible for structural repair and exterior maintenance (**unless caused by the negligence of the Lessee**) including roofing, siding and landscaping, but that such repair are solely determined by the Board of Park Commissioners.

(5) **That the restroom addition provided by the Lessor in 2006 will be cleaned by the Lessor daily if the Park is open to the public**, according to the City schedule, but any additional cleaning of the restroom addition will have to take place by Lessee. The Lessor will not clean the interior restroom facility within the Barn in the Park.

MUTUAL COVENANTS

(1) It is mutually agreed between the Lessor and the Lessee that the Lessor is in complete charge and control of the premises based upon lease provisions.

(2) Yearly rent shall be paid in the amount of _____ on the first working day of every year.

(3) The rights and remedies under this lease shall be cumulative and not exclusive of any other rights and remedies at law or in equity;

(4) This lease and all its terms shall inure to the benefit of and be binding upon the successors and assigns by the Lessor, and the successors and assigns of the lessee, provided, however, that no assignment by the lessee may occur without specific written permission received from the **Board of Park Commissioners**.

(5) That all non-fixture improvements placed in the lease premises during the term shall be the property of the Lessee upon the expiration of the term of this lease. All fixtures shall remain the property of the Lessor without specific written agreement to the contrary **and if only agreed to prior to the fixture being placed or installed**.

(6) It is mutually agreed that the Troy Recreation Department shall continue to use the Barn in the Park for its summer recreation program, which will include use of the facilities during the day, with a possible night performance. The Lessor shall keep the lessee advised of the schedule of this program on an annual basis. There shall be no charge made to the Troy Recreation Department for such use.

(7) Lessee agrees to cooperate with Lessor if Lessor has the need to use the facility, **with the understanding that the Lessor will try not to interfere with the Lessee's advised schedule unless there are extraordinary circumstances**.

Termination

If the Lessee breaches any of its agreements, or vacates the premises during the term, this lease shall terminate at the discretion of the Lessor **upon immediate notice**. If any buildings on the premises are made unfit for occupancy by the elements, or other cause, the Lessee shall surrender possession of the premises to the Lessor who may terminate the lease. This lease may be terminated at any time by the Lessor upon the giving of ninety (90) days written notice to the Lessee.

ADDENDUM TO LEASE OF PROPERTY
KNOWN AS THE
BARN IN THE PARK

The Lease, hereinafter referred to as "the lease", between The Board of Park Commissioners of the City of Troy, Ohio, hereinafter referred to as the "Lessor" and TROY CIVIC THEATRE, INC., hereinafter referred to as the "Lessee" for the City property known as the Barn in the Park, which is located in the Troy Community Park in Troy, Miami County, Ohio, was entered into on August 21, 2014, is hereby amended to add this addendum.

Lessee seeks permission to place and use, during the term of the lease, a shed structure on the West side of the Barn in the Park to be used only as storage for the convenience of the Lessor. Details of the storage shed are:

- The shed structure is a pre-fab structure, constructed of wood, with a shingle roof.
- The shed structure will be placed on a bed/flooring of plywood, which came as part of the shed kit.
- The size of the shed structure shall not exceed the measurements of 160 square feet, 10'x16', and a one-story structure.
- Shed structure shall have minimal electric heat, extended and installed at the cost of the lessee, with the electric utility bill paid by the lessee.
- Shed structure shall have a secure door, which shall be kept locked at all times unless a representative of the Lessee is physically in the shed.
- Shed structure shall be installed under the supervision of City of Troy staff and shall comply with any and all City of Troy requirements for installation of a shed structure.
- Final color of the shed structure shall match the color of the Barn in the Park.
- All installation costs for the shed structure shall be borne by the Lessee.

The Lessor shall permit the installation of the above described shed structure, subject to the following additional Covenants of the Lease:

- City of Troy staff shall approve the final location of the shed structure.
- To comply with City of Troy codes, there shall be a 10' setback from the Barn in the Park structure.

DDENDUM TO LEASE
PAGE TWO

- Lessee shall furnish the Lessor with proof of insurance that the shed structure is covered under the insurance of the Lessee. Such certificate shall conform to all insurance requirements and language of the initial Lease and such certificate shall be kept current during the term of the Lease.
- Lessee shall be responsible for the payment of any fees associated with placing the shed structure.
- The City of Troy Park Department will receive two copies of any keys used to secure the shed structure. If at any time the Lessee changes any lock, two new keys shall immediately be provided to the City of Troy Park Department.
- Lessor has the right to inspect the shed structure at any time.
- If during the term of the Lease, the City should approve a new exterior color for the Barn in the Park, the same exterior color shall be applied to the shed structure.
- During the term of the Lease, Lessee will maintain the shed structure. If during the term of the lease, the condition of the shed structure should deteriorate to the point it is substandard, lessor shall give lessee notice of such deficiencies and should lessee fail to correct such deficiencies within 30 days of such notice, the shed structure may be removed by the Lessor at lessee's expense.
- The shed structure shall only be used for storage and no other purpose. It is especially agreed and understood by the Lessee that the shed structure cannot be used for dressing room purposes at any time.
- The Lessee will not store or place flammable liquids, hazardous synthetic, or volatile organic chemicals in the shed structure at any time. Prohibited items include paint thinners, paint, pesticides, herbicides, anti-freeze, fuels, poisons, industrial cleaners, or any hazardous chemical compound or substance for which an MSDS has established toxicity. Attached is a listing of current USEPA contaminants of concern for drinking water; none of the listed items may be stored in the shed structure. It is noted that any materials that would be considered flammable liquids, hazardous synthetic, or volatile organic chemicals stored in the Barn in the Park must ALWAYS BE STORED WITHIN AN OSHA APPROVED STORAGE CABINET.

- No other utilities will be extended to the shed structure.
- Upon completion, the shed structure becomes the property of the Lessor and is subject to any future lease agreement of the Barn in the Park.
- If during the term of this Lease, the Miami Conservancy District or any other entity requires that the shed structure be moved or removed, within 30 days of the Lessee being so advised, the shed structure will be emptied by the Lessee so that the moving or removal can be accomplished. If the shed structure is not emptied as required, the stored items will be removed and disposed of by the Lessor, with no compensation due to the Lessee for the removed items.
- Should it not be possible for the electric utility to run a separate metered line to the shed structure, which line work will be paid for by the Lessee and which monthly bill will be paid by the Lessee, Lessor and Lessee will negotiate an appropriate monthly amount to be paid to the Lessor by the Lessee to cover the electric costs.
- That all other covenants of the Lease apply to this Addendum.
- This Addendum is subject to the approval of the Miami Conservancy District for the location of the shed structure. If the Miami Conservancy District imposes a permit fee for the location of the structure, such permit fee (annual or otherwise) shall be paid by the Lessee.
- The execution of this Addendum to the lease by lessor was authorized by Troy City Council by Resolution _____, passed on _____.

IN WITNESS HEREOF, the parties hereto have set their hands the day and year first above written.

Signed and acknowledged
in the presence of:

(witness)

**LESSOR: BOARD OF PARK COMMISSIONERS:
OF THE CITY OF TROY, OHIO**

Alan M. Kappers, President

Rebecca S. Pierce, Secretary

Signed and acknowledged
in the presence of:

LESSEE: TROY CIVIC THEATRE, INC.:

(witness)

Jacquelyn L. Chamberlin, President

Approved as to form:

James R. Livingston
Director of Law
City of Troy, Ohio

STATE OF OHIO, COUNTY OF MIAMI SS:

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, this subscriber, a Notary Public, in and for the State of Ohio, personally came Alan M. Kappers who acknowledged the signing of the foregoing instrument to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO, COUNTY OF MIAMI SS:

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, this subscriber, a Notary Public, in and for the State of Ohio, personally came Rebecca S. Pierce who acknowledged the signing of the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Notary Public

TROY BASEBALL

BALL

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TROY

Superior
CREDIT UNION



Wood Grain Texture
Raised Letters
Logo on a raised plateau
Steel Brackets to mount to posts

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