



BOARD OF PARK COMMISSIONERS
SPECIAL MEETING AGENDA
Tuesday, April 4, 2023
4:00 p.m. – Council Chambers

Call to Order: President – Mr. Kappers

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

- II. Approve Minutes: March 1, 2023 Board of Park Commissioners Meeting Minutes

- III. Reports: Jeremy Drake, Park Superintendent (Report Attached)
Ken Siler, Recreation Director (Report Attached)
Kyler Booher, Director of Golf (Report Attached)
Mr. Kappers, Planning Commission Report

- IV. New Business:
 - a. Recommendation to Council regarding a Prouty Plaza Ground Lease

- V. Other:
 - a. Note receipt of a check from the William H. Maier Successor Trust in the amount of \$1,369.18.

- VI. Adjourn:

BOARD OF PARK COMMISSIONERS
MEETING MINUTES
March 1, 2023 4:00 PM
Council Chambers

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

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

Others Attending: Jeremy Drake, Park Superintendent
 Ken Siler, Recreation Director
 Robin Oda, Mayor
 Patrick Titterington, Director of Public Service & Safety
 City staff
 Citizens

Amend the March 1 Board of Park Commissioners agenda to add review of 2023 event list and temporary activation of the DORA/non-ticketed use agreements for Treasure Island Concerts on June 24 and August 5, was approved by unanimous vote, following a motion from Mr. Emerick, seconded by Mrs. Westfall

The minutes of the February 7, 2023 Board of Park Commissioners meeting were approved by unanimous vote, following a motion from Mrs. Westfall, seconded by Mr. Emerick.

The minutes of the January 18, 2023 Joint Recreation and Board of Park Commissioners meeting were approved by unanimous vote, following a motion from Mrs. Westfall, seconded by Mr. Emerick.

REPORTS:

- Mr. Drake submitted a report (copy attached to original minutes). Mr. Drake stated the spring baseball and softball are in full swing. Mr. Drake also highlighted an email was received from a city resident who is thankful for the new playground equipment that has been installed at Trinity Park.
- Mr. Siler submitted a report (copy attached to original minutes). Mr. Siler commented that the OHSAA District Wrestling tournament will take place this Friday and Saturday at Hobart Arena. Mr. Siler also noted that the upcoming season for Float Troy is taking reservations and to date there are 63 rental spots reserved.
- Mr. Booher submitted a report (copy attached to original minutes).

NEW BUSINESS:

- **Recommendation to Council to authorize the Chairman of the Board of Park Commissioners to sign the 'Consent to Field Naming'** – Mr. Titterington, City Director, stated the Troy City Schools contacted the City of Troy in regards to naming the field at Troy Memorial Stadium. Currently, there is a Stadium and Turf Enhancement Project that is a private group is organizing and the goal is to replace the natural grass with artificial turf at Troy Memorial Stadium and Ferguson Field. The group of volunteers organizing the project has secured a sizeable contribution from Premier Health with the condition that Memorial Stadium field be renamed to "Premier Health Field at Troy Memorial Stadium". In 2009, the Board of Park Commissioners conveyed the stadium to the Troy City School District. That conveyance included certain deed restrictions regarding signage and naming of and within the stadium. Those deed restrictions do allow the City to grant exceptions. Mr. Titterington requested the Board of Park Commissioners to make a positive recommendation to Troy City Council to authorize the Chairman of the Board of Park Commissioners to sign the 'Consent to Field Naming'.
A motion was made by Mrs. Westfall, seconded by Mr. Emerick, to make a positive recommendation to Troy City Council to authorize the Chairman of the Board of Park Commissioners to sign the 'Consent to Field Naming'.
MOTION PASSED, UNANIMOUS VOTE
- **Approval of the North Market Street Ballfield Renovations Project** – Mr. Titterington, City Director stated the North Market Street Ballfields, located at the corner of North Market Street and Staunton Road, are home to a high school-sized baseball and softball field. These fields are used by the Troy City

School District and the Troy Recreation Department seven consecutive months each year. Mr. Titterington stated there had been discussion in the past looking for ways to provide sponsorship recognition opportunities on city properties. Recently, the City was approached by a Baseball Boosters Representative stating they have a donor wanting to donate to the Baseball Boosters and to have the funds invested in the North Market Street Baseball Field but would like recognition of the company at the field. On February 21, a group of City, Troy City Schools representatives, along with baseball and softball representatives met to discuss the relevance of, issues at, and estimated costs related to the ballfields. Mr. Titterington noted the costs are still being compiled, the issues below will easily exceed \$1 million to address. These issues include, but are not limited to:

- Spalling and crumbling concrete bleachers along the recreation trail
- Outdated backstop designs at both fields
- Lack of protection against foul balls, which can reach the public rights-of-way
- Lack of seating behind the backstops and between fields for spectators
- Natural grass infields, which reduce playability during and after wet weather events
- Uneven softball outfield surface
- Obsolete and unrepairable lighting at the softball field
- Exterior deterioration of the dugouts and restrooms; and
- Lack of a full-service concession stand, including utilities

At the meeting, all participants agreed that offering on-site recognition for corporate, community, or individual donations is imperative to raising funds towards these renovations. Mr. Titterington did note, if sponsorships will be on display at the fields, the Board of Park Commissioners does retain the right to alter and further define the advertising opportunities. Staff is requesting a positive recommendation from the Board of Park Commissioners to allow the Baseball Boosters to start an outreach program to reach possible donors.

A motion was made by Mr. Emerick, seconded by Mrs. Westfall to the Baseball Boosters to start their outreach program on attracting donors for donations towards the North Market Street Ballfields.

MOTION PASSED, UNANIMOUS VOTE

- **Consideration of 2023 listing of events for Prouty Plaza and other park areas:** Mr. Titterington, City Director, provided a list of proposed concerts and events that may be held on Prouty Plaza, Treasure Island Park, or other park properties. Any changes or additions throughout the year will be brought to the Board of Park Commissioners attention.

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

MOTION PASSED, UNANIMOUS VOTE

- **Provide a recommendation to Council regarding temporary activation of the DORA and authorizing Treasure Island non-ticketed use agreements for concerts on June 24 and August 5:** Mr. Titterington, City Director, stated there are three non-ticketed events at Treasure Island Park in the summer of 2023. Only two of the concerts for June 24 and August 6 would include the controlled sale and consumption of adult beverages. The use agreement developed in 2016 for such concerts at Treasure Island Park would be used. Council authorization is needed for any concert involving the sale of alcohol, and the temporary activation of the DORA on June 24 and August 25. The alcohol sale and consumption would follow all the state requirements. Mr. Titterington stated he has informed Mr. Kappers and he has also spoke with the Chief of Police. The Chief of Police stated he didn't feel there would be any problems with activating the DORA for the events and he will make sure that his staff is aware of the boundaries and policies that will be on duty. Mr. Titterington stated there would be 10 additional signs placed at intersections the day of the event and 10 additional trash cans will be placed. Mr. Emerick confirmed that if the Board of Park Commissioners recommends the DORA activation, City Council would then have to approve the DORA activation. Mr. Drake noted it will cut down the amount of set up time for the Park Department and the venue will look more appealing for the participants.

A motion was made by Mrs. Westfall, seconded by Mr. Emerick, provide a positive recommendation to City Council regarding temporary activation of the DORA and authorizing the non-ticketed use agreements for concerts on June 24 and August 5, 2023

MOTION PASSED, UNANIMOUS VOTE

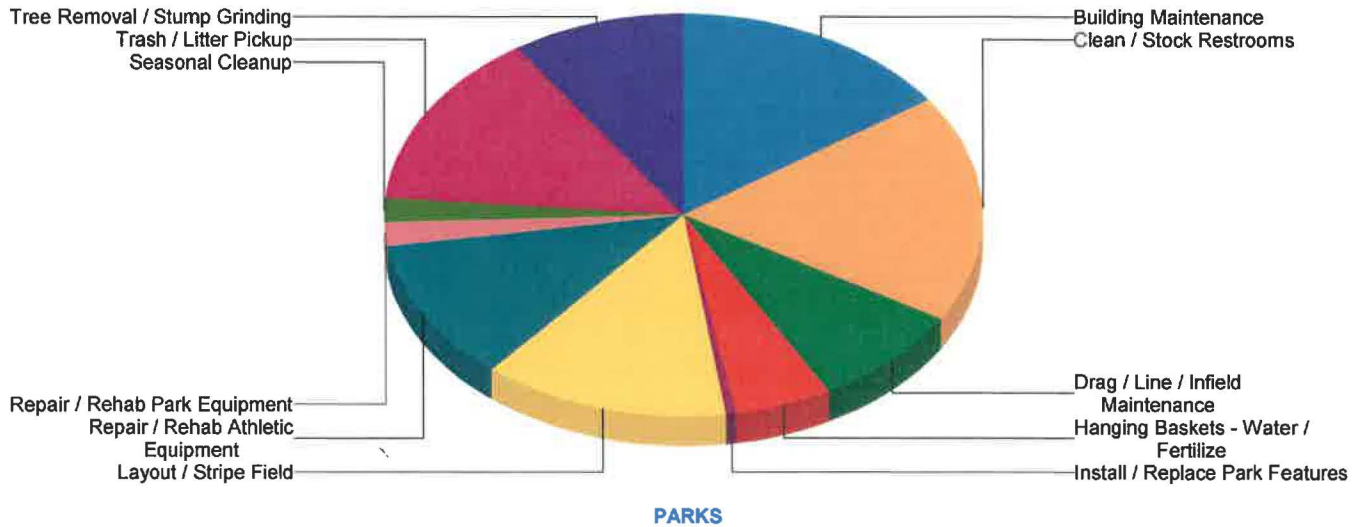
OTHER:

- Mr. Drake stated a family inquired with him about donating a park bench at the Mayor's Park. The family has a good relationship with the Jenkins family and would like for the bench to be placed by the statue of Mayor Jenkins. The bench will have the concrete base and pad and Mr. Drake stated he feels it would be a nice addition to the park.

There being no further business, upon motion of Mr. Emerick seconded by Mrs. Westfall, by unanimous voice vote, the Board adjourned at 4:32 p.m.

Respectfully submitted,

Work Order Cost By Category & Work Type



<u>ID</u>	<u>INITIATED DATE</u>	<u>TOTAL COST</u>	<u>ADDRESS</u>	<u>STATUS</u>
PARKS				
Building Maintenance				
24416	March 06, 2023	\$109.00	Remove and replace damaged down spouts. Kings Chapel.	CLOSED
24421	March 06, 2023	\$109.00	Replace toilet flushometer at the PD	CLOSED
24567	March 20, 2023	\$436.00	Work with Riverside Doors and Hardware to install new restroom door locks.	CLOSED
24568	March 20, 2023	\$109.00	Reinstall Duke field 4 dugout roof support post	CLOSED
24631	March 27, 2023	\$45.98	replace flushometer N. Market Women's restroom	CLOSED

ID	INITIATED DATE	TOTAL COST	ADDRESS	STATUS
24633	March 27, 2023	\$230.16		CLOSED
Turn on water to Duke ball field concession stand and restrooms				
24656	March 29, 2023	\$230.16		CLOSED
Senior Center, Install electric hand dryer in Men's and Women's restrooms				
		\$1,269.30		7
Clean / Stock Restrooms				
24557	March 20, 2023	\$109.00		CLOSED
24403	March 06, 2023	\$109.00		CLOSED
24558	March 20, 2023	\$109.00	PROUTY PLAZA TROY, OH, 45373	CLOSED
24406	March 06, 2023	\$109.00	PROUTY PLAZA TROY, OH, 45373	CLOSED
24401	March 06, 2023	\$109.00		CLOSED
24407	March 06, 2023	\$109.00	PROUTY PLAZA TROY, OH, 45373	CLOSED
24404	March 06, 2023	\$109.00	All Park restrooms	CLOSED
24553	March 20, 2023	\$109.00		CLOSED

<u>ID</u>	<u>INITIATED DATE</u>	<u>TOTAL COST</u>	<u>ADDRESS</u>	<u>STATUS</u>
24556	March 20, 2023	\$109.00	All Park restrooms	CLOSED
24555	March 20, 2023	\$109.00		CLOSED
24559	March 20, 2023	\$109.00	PROUTY PLAZA TROY, OH, 45373	CLOSED
24402	March 06, 2023	\$109.00		CLOSED
24405	March 06, 2023	\$109.00		CLOSED
24554	March 20, 2023	\$109.00		CLOSED
		\$1,526.00		14
Drag / Line / Infield Maintenance				
24650	March 29, 2023	\$703.92		CLOSED
Drag and line infields, Archer and Duke				
		\$703.92		1
Hanging Baskets - Water / Fertilize				
24413	March 06, 2023	\$299.13		CLOSED
Take baskets and merchant pots to Garden Stone for planting.				
24415	March 06, 2023	\$125.74		CLOSED
Remove Winter greenery from downtown flower pots				
		\$424.87		2
Install / Replace Park Features				

<u>ID</u>	<u>INITIATED DATE</u>	<u>TOTAL COST</u>	<u>ADDRESS</u>	<u>STATUS</u>
24417	March 06, 2023	\$54.50		CLOSED
Install new communications board maintenance building				
		\$54.50		1
Layout / Stripe Field				
24418	March 06, 2023	\$395.76		CLOSED
Layout Duke soccer fields				
24613	March 24, 2023	\$708.81		CLOSED
Layout and stripe soccer fields				
		\$1,104.57		2
Repair / Rehab Athletic Equipment				
24566	March 20, 2023	\$589.46	N Market Street	CLOSED
Disassemble and remove old bleachers for the softball field in preparation of concrete				
24634	March 27, 2023	\$98.94		CLOSED
Remove worn and faded pickleball court number signs				
24569	March 20, 2023	\$269.72		CLOSED
Install soccer field nets				
		\$958.12		3
Repair / Rehab Park Equipment				
24632	March 27, 2023	\$153.44		CLOSED
repair swings Westbrook Park				
		\$153.44		1
Seasonal Cleanup				
24614	March 24, 2023	\$158.62		CLOSED
Rake and pick-up fallen tree branches				
		\$158.62		1
Trash / Litter Pickup				

<u>ID</u>	<u>INITIATED DATE</u>	<u>TOTAL COST</u>	<u>ADDRESS</u>	<u>STATUS</u>
24562	March 20, 2023	\$90.42		CLOSED
24564	March 20, 2023	\$90.42	ALL PARKS	CLOSED
24561	March 20, 2023	\$90.42		CLOSED
24410	March 06, 2023	\$109.66		CLOSED
24412	March 06, 2023	\$164.49	ALL PARKS	CLOSED
24409	March 06, 2023	\$109.66		CLOSED
24560	March 20, 2023	\$90.42		CLOSED
24411	March 06, 2023	\$164.49		CLOSED
24563	March 20, 2023	\$109.00		CLOSED
24408	March 06, 2023	\$164.49		CLOSED
\$1,183.47				10
Tree Removal / Stump Grinding				

<u>ID</u>	<u>INITIATED DATE</u>	<u>TOTAL COST</u>	<u>ADDRESS</u>	<u>STATUS</u>
24565	March 20, 2023	\$787.84	443 LINCOLN AVE	CLOSED
Remove 1 Ivory Silk Lilac and stump				
43		\$787.84		1
		\$8,324.65		
Grand Total:		\$8,324.65		43

CITY OF PARK BOARD MEETING

April 4, 2023

Council Chambers
4:00 p.m.

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

1. 2023 Float Troy reservations began February 6th. To date there are 93 reserved.
2. Summer program registrations began on April 3rd.
3. Youth Hockey registrations will begin on April 11th.
4. Upcoming Hobart Arena events:
 - a. Winterguard International – April 12-15 & April 19-23, 2023.
 - b. Zach Williams Concert – April 27, 2023.
 - c. Dayton Feis – April 29, 2023.
 - d. UVCC Awards Assembly – May 2, 2023.
 - e. USTA Ohio Baton State Championships – May 6 & 7, 2023.
 - f. Centerstage Academy of Dance Spring Recital – May 13 & 14, 2023.
 - g. Troy High School Senior Awards Assembly – May 18, 2023.
 - h. UVCC Graduation – May 25, 2023.
 - i. Miami East Graduation – May 26, 2023.
 - j. Troy High School Graduation – May 27, 2023.
 - k. Bethel Graduation – May 27, 2023.
 - l. Covington Graduation – May 28, 2023.
 - m. Tipp City Graduation – May 28, 2023.

5. We are currently offering \$10 off season passes through April, 2023. One Hundred Thirty-one (131) 2023 Troy Aquatic Park season passes plus twenty-three (23) grandparents passes have been sold to date.

To: Board of Park Commissioners

From: Kyler Booher, Director of Golf

Subject: 2023 April Report

Date: Tuesday, April 4th, 2023

- The golf course and driving range continued to operate 7 days a week
 - o Weather in March was generally not good for golf (rainy and cold)
- The Shoreline Restaurant was open with reduced hours and closing on days that were not busy. Regular hours will begin in April. We are still working on getting fully staffed.
- The driving range continues to be MATS ONLY (the tee area will remain closed) until at least April 15th
 - This is standard practice. The grass is not growing nor being cut regularly until this time
- Maintenance staff has been performing routine golf course and driving range maintenance
 - o The golf course is in good condition as we head into the growing season and begin mowing on a more daily basis
- The simulator has been moved into the meeting space, which will be its permanent home moving forward
 - o It is available for use throughout the year but usage will naturally go down as the weather improves
- The amount of play in March was good when weather allowed for it
- League play begins later this month

Please find attached the MTD/YTD Expense Report, HowGoesItReports and Seasonal Employee Hours.

Miami Shores Golf Course
Z Out Report - All Terminals
for 03/01/2023 - 03/31/2023
Generated
03/31/2023 10:36am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	12,909.04	0.00	12,909.04	Accessories	16.00	87.72
Check	1,331.00	0.00	1,331.00	Alcohol	331.00	900.25
Credit Card	49,283.14	0.00	49,283.14	Beverage	110.00	224.80
New Gift Cards Issued	-244.00	0.00	-244.00	Caps	8.00	178.98
Gift Card	3,488.25	0.00	3,488.25	Food	147.00	359.67
Raincheck	-61.22	0.00	-61.22	Gloves	4.00	73.83
		0.00	0.00	Golf Balls	97.00	683.19
		0.00		Golf Instruction	19.00	1,750.00
		0.00		Shirts	2.00	101.69
		0.00		Carts	1,089.00	7,993.10
		0.00		Driving Range	12.00	832.50
		0.00		Fees	2.00	10.00
		0.00		Gloves	5.00	65.40
		0.00		Golf Clubs	8.00	2,483.55
		0.00		Green Fees	1,651.00	16,461.11
		0.00		Grips	25.00	349.06
		0.00		Handicap	4.00	160.00
		0.00		Membership	57.00	28,010.00
		0.00		Pull Cart	25.00	83.08
		0.00		Sales Miscellaneous	8.00	183.66
		0.00		Service	7.00	525.00
		0.00		Service Fees	16.00	52.00
		0.00		Shoes	1.00	116.92
		0.00		Simulator	347.00	4,050.78
Revenue/Non-Revenue				Taxes/Partial Returns		
Description	Totals		Adjusted Totals	Description		Amount
Revenue Payments Total	63,523.18		63,523.18	7.000 %		969.92
Non Revenue Payments Total	3,183.03		3,183.03			
Total			66,706.21	Total		969.92
Difference			0.00			
Drawer Count			66,706.21	Sales		65,736.29
+ Cash Short			0.00	+ Cash Over		0.00
+ Checks Short			0.00	+ Checks Over		0.00
				+ Taxes/Partial Returns		969.92
Total			66,706.21	Total		66,706.21

Miami Shores Golf Course
Z Out Report - All Terminals
for 03/01/2022 - 03/30/2022
Generated
03/31/2023 10:37am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	18,261.67	0.00	18,261.67	Accessories	46.00	370.06
Check	5,300.00	0.00	5,300.00	Alcohol	452.00	1,102.39
Credit Card	87,286.83	0.00	87,286.83	Beverage	189.00	385.37
New Gift Cards Issued	-905.00	0.00	-905.00	Caps	5.00	93.39
Gift Card	4,302.33	0.00	4,302.33	Food	134.00	178.20
Raincheck	-186.34	0.00	-186.34	Gloves	20.00	284.86
		0.00	0.00	Golf Bags	1.00	144.86
		0.00		Golf Balls	60.00	1,112.24
		0.00		Golf Instruction	6.00	435.00
		0.00		Shirts	3.00	112.15
		0.00		Apparel	2.00	87.48
		0.00		Carts	1,548.00	11,840.10
		0.00		Driving Range	76.00	6,315.50
		0.00		Fees	6.00	30.00
		0.00		Gloves	5.00	65.40
		0.00		Golf Clubs	3.00	1,111.68
		0.00		Green Fees	2,178.00	22,713.78
		0.00		Grips	48.00	571.03
		0.00		Handicap	30.00	1,050.00
		0.00		Membership	135.00	63,660.00
		0.00		Pull Cart	14.00	48.56
		0.00		Rental Clubs	1.00	14.02
		0.00		Sales Miscellaneous	-1.00	-436.68
		0.00		Service	15.00	900.00
		0.00		Service Fees	16.00	50.00
		0.00		Shoes	6.00	551.19
Revenue/Non-Revenue				Taxes/Partial Returns		
Description	Totals		Adjusted Totals	Description		Amount
Revenue Payments Total	110,848.50		110,848.50	7.000 %		1,268.91
Non Revenue Payments Total	3,210.99		3,210.99			
Total			114,059.49	Total		1,268.91
Difference			0.00			
Drawer Count			114,059.49	Sales		112,790.58
+ Cash Short			0.00	+ Cash Over		0.00
+ Checks Short			0.00	+ Checks Over		0.00
				+ Taxes/Partial Returns		1,268.91
Total			114,059.49	Total		114,059.49

MTD/YTD Current Expense Report by Fund for Year 2023 Month 03 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5101	FT/PT EMPLOYEES W/ PERS	328,086.00	24,279.30	71,822.04	256,263.96	0.00	256,263.96	21.89%	78.11%
713.445.5102	OVERTIME W/ PERS	1,000.00	1,677.94	4,119.28	(3,119.28)	0.00	(3,119.28)	411.93%	(311.93%)
713.445.5143	TERMINATION PAY-SICK LEAVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5144	TERMINATION PAY-VACATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5149	OTHER PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5151	CITY SHARE-PERS PENSIONS	46,075.00	3,623.39	10,156.82	35,918.18	0.00	35,918.18	22.04%	77.96%
713.445.5161	LIFE INSURANCE	390.00	53.00	79.50	310.50	0.00	310.50	20.38%	79.62%
713.445.5162	HEALTH INSURNACE	98,950.00	8,149.22	23,626.71	75,323.29	0.00	75,323.29	23.88%	76.12%
713.445.5163	CITY'S CONTRIBUTION HSA	11,100.00	0.00	0.00	11,100.00	0.00	11,100.00	0.00%	100.00%
713.445.5164	WORKERS' COMPENSATION	9,880.00	0.00	6,363.02	3,516.98	0.00	3,516.98	64.40%	35.60%
713.445.5165	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5166	MEDICARE	4,775.00	357.35	1,059.26	3,715.74	0.00	3,715.74	22.18%	77.82%
713.445.5201	OFFICE MATERIAL & SUPPLIES	1,000.00	19.45	319.67	680.33	0.00	680.33	31.97%	68.03%
713.445.5202	REPRODUCTION/PRINTING/PHO TO	2,000.00	0.00	254.99	1,745.01	0.00	1,745.01	12.75%	87.25%
713.445.5203	MEDICAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5205	CHEMICALS	69,600.00	0.00	0.00	69,600.00	45,000.00	24,600.00	64.66%	35.34%
713.445.5207	COMPUTER SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%	100.00%
713.445.5210	FOOD	60,000.00	1,964.23	4,792.26	55,207.74	29,421.44	25,786.30	57.02%	42.98%
713.445.5211	BEVERAGE/SUPPLIES	40,000.00	715.12	2,775.74	37,224.26	35,143.05	2,081.21	94.80%	5.20%
713.445.5213	BUILDING MAINTENANCE SUPPLIES	5,000.00	0.00	159.60	4,840.40	0.00	4,840.40	3.19%	96.81%
713.445.5231	MACH & EQUIP SUPPLIES & PARTS	18,000.00	2,204.00	3,942.26	14,057.74	0.00	14,057.74	21.90%	78.10%
713.445.5239	OTHER MATERIALS & SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00%	100.00%
713.445.5241	UNIFORM ALLOWANCE	2,900.00	0.00	1,050.00	1,850.00	0.00	1,850.00	36.21%	63.79%
713.445.5243	SAFETY CLOTHING/EQUIPMENT	2,500.00	66.42	206.21	2,293.79	0.00	2,293.79	8.25%	91.75%
713.445.5251	LICENSED VEHICLE SUPPLY/PARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5253	FUEL-DIESEL	9,000.00	0.00	255.13	8,744.87	8,744.87	0.00	100.00%	0.00%
713.445.5254	FUEL-GASOLINE	6,500.00	909.90	1,770.72	4,729.28	4,729.28	0.00	100.00%	0.00%
713.445.5255	NON-LICENSED MACH & EQUIP	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%	100.00%
713.445.5269	SUPPLIES FOR RESALE	47,000.00	4,571.71	8,154.39	38,845.61	9,144.81	29,700.80	36.81%	63.19%
713.445.5301	RENT/LEASE OF GOLF CARTS	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	0.00%	100.00%
713.445.5302	RENT/LEASE OF EQUIP/MACH	800.00	0.00	0.00	800.00	0.00	800.00	0.00%	100.00%
713.445.5309	RENT/LEASE-OTHER	500.00	0.00	0.00	500.00	0.00	500.00	0.00%	100.00%
713.445.5312	ELECTRICITY	30,000.00	2,767.16	7,016.19	22,983.81	0.00	22,983.81	23.39%	76.61%
713.445.5313	WATER/SEWER	5,000.00	271.80	1,022.11	3,977.89	0.00	3,977.89	20.44%	79.56%
713.445.5315	FUEL OIL-HEATING	7,000.00	682.19	3,158.82	3,841.18	3,841.18	0.00	100.00%	0.00%

MTD/YTD Current Expense Report by Fund for Year 2023 Month 03 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5316	TELEPHONE	3,500.00	1,299.90	1,299.90	2,200.10	6,811.51	(4,611.41)	231.75%	(131.75%)
713.445.5321	TRAVEL, LODGING, MEALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5322	TRAINING/REGISTRATION FEES	300.00	88.00	88.00	212.00	0.00	212.00	29.33%	70.67%
713.445.5324	MEMBERSHIPS	2,500.00	430.00	430.00	2,070.00	0.00	2,070.00	17.20%	82.80%
713.445.5331	ARCHITECTS AND ENGINEERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5335	EDP CONSULTANTS	1,100.00	1,698.80	1,698.80	(598.80)	0.00	(598.80)	154.44%	(54.44%)
713.445.5336	HEALTH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5338	PERSONAL SERVICE CONTRACTS	119,000.00	1,011.19	2,972.31	116,027.69	57,027.69	59,000.00	50.42%	49.58%
713.445.5339	MISCELLANEOUS SERVICES	74,400.00	1,575.06	4,370.42	70,029.58	0.00	70,029.58	5.87%	94.13%
713.445.5359	INSURANCE POOL	8,000.00	0.00	5,210.00	2,790.00	0.00	2,790.00	65.13%	34.88%
713.445.5361	MAINT. OF FACILITIES	84,200.00	4,239.95	10,827.52	73,372.48	29,664.00	43,708.48	48.09%	51.91%
713.445.5363	MAINT. MACH/EQUIP	26,000.00	8,655.00	9,238.13	16,761.87	0.00	16,761.87	35.53%	64.47%
713.445.5364	MAINT. LICENSED VEHICLES	5,000.00	3,640.36	4,075.36	924.64	0.00	924.64	81.51%	18.49%
713.445.5365	MAINT. NON-LICENSED VEHICLES	15,000.00	0.00	548.88	14,451.12	0.00	14,451.12	3.66%	96.34%
713.445.5369	MAINTENANCE-OTHER	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%	100.00%
713.445.5381	POSTAGE	200.00	19.90	32.50	167.50	0.00	167.50	16.25%	83.75%
713.445.5384	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5386	ADVERTISING	3,000.00	0.00	109.50	2,890.50	0.00	2,890.50	3.65%	96.35%
713.445.5389	OTHER COMMUNICATION EXPENSE	500.00	83.80	125.70	374.30	0.00	374.30	25.14%	74.86%
713.445.5390	TRANSFER STATION/DISPOSAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5398	PRINTING EXPENSE	500.00	0.00	0.00	500.00	0.00	500.00	0.00%	100.00%
713.445.5399	OTHER EXPENSE FOR OPERATIONS	4,200.00	0.00	637.00	3,563.00	0.00	3,563.00	15.17%	84.83%
713.445.5411	PRINCIPAL PYMT-NOTES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5421	INTEREST PYMT-NOTES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5511	REFUND-CURRENT YR REVENUE	6,000.00	1,405.00	1,805.00	4,195.00	0.00	4,195.00	30.08%	69.92%
713.445.5524	ACCRUED INTEREST	300.00	0.00	0.00	300.00	0.00	300.00	0.00%	100.00%
713.445.5525	REMITTANCE OF STATE SALES TAX	33,000.00	1,041.28	1,498.99	31,501.01	31,501.01	0.00	100.00%	0.00%
713.445.5527	PREMIUM ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5542	PETTY CASH ESTAB/INCRSD/DECRSD	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00%	100.00%
713.445.5602	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5611	BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5631	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%

MTD/YTD Current Expense Report by Fund for Year 2023 Month 03 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5632	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5633	MACHINERY & EQUIPMENT	76,950.00	0.00	0.00	76,950.00	6,490.00	70,460.00	8.43%	91.57%
713.445.5636	GOLF CARTS	40,500.00	0.00	0.00	40,500.00	36,524.40	3,975.60	90.18%	9.82%
713.445.5637	COMPUTER HARDWARE/SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5639	OTHER EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Fund: 713	MIAMI SHORES FUND	1,325,206.00	77,500.42	197,072.73	1,128,133.27	304,043.24	824,090.03	37.81%	62.19%
72 Accts		1,325,206.00	77,500.42	197,072.73	1,128,133.27	304,043.24	824,090.03	37.81%	62.19%

2023 Seasonal Employee Hours

		1/6/2023	1/13/2023	1/20/2023	1/27/2023	2/3/2023	2/10/2023	2/17/2023	2/24/2023	3/3/2023
Maintenance										
Burnside, Kevin	\$11.00	24	24	24	21		24	21	24	24
Sloan, Jay	\$10.70									
TOTAL		24	24	24	21		24	21	24	24
Golf Shop										
Cianciolo, Hank	\$10.10									
Curtis, Michael	\$10.10									
Ferrell, Ross	\$10.10	4		11.5				5.5	15	5
Holtel, Jack	\$11.00				5.25				5.75	
Huston, Chris	\$10.10								8	
Mutschler, John	\$10.10									
Weaver, Gary	\$10.10								12.5	
TOTAL		4		11.5	5.25			5.5	41.25	5
The Shoreline										
Feitshans, Brittany	\$10.10									
Harnish, Cassandra	\$10.10									
Kirk, Stacy	\$13.00		29		64.75		64.25		62.5	
Monroe, Barbara	\$10.10									
Rietz, Sheila	\$10.10				11		14		11	
Wynne, Joel	\$11.30									
TOTAL			29		75.75		78.25		73.5	

3/10/2023	3/17/2023	3/24/2023
22	23	24
	27.25	
22	50.25	24
4		
	4	
18	17	10.5
4.25		22
		4
7.25		
5.75		
39.25	21	36.5
		5
		6
33.75		32.75
9.5		15.5
12		22
		9.75
55.25		91

MEMORANDUM

TO: Board of Park Commissioners

FROM: Tim Davis, Development Director *TD*

DATE: March 31, 2023

SUBJECT: **PROUTY PLAZA – GROUND LEASE**

BACKGROUND & DISCUSSION:

Providing public restrooms for downtown patrons has been a long-term goal for the City of Troy that has been supported by Troy Main Street, and listed as a recommended improvement in the 2017 Troy Downtown Riverfront Strategic Development Study. With the renovation of the Mayflower building (9 W. Main Street), an opportunity surfaced to create public restrooms in the east side of the Mayflower building, located directly off of Prouty Plaza. In order to provide access to the public restrooms, a ten-foot public access easement along the west side of Prouty Plaza has been accomplished.

As Prouty Plaza is park land, it is requested that the Board of Park Commissioners provide a recommendation to Troy Council regarding the lease of the ground that would then allow the Community Improvement Corporation (CIC) of Troy, Ohio enter into a Building Lease and Ground Lease with Busted Brick Realty Group, LLC (see attached) to establish rental terms, obligations, and other items in the attached document.

REQUESTED ACTION:

It is requested that the Board of Park Commissioners provide a positive recommendation to City Council regarding the Ground Lease.

Encl.

BUILDING LEASE
AND
GROUND LEASE

SECTION 1 – BUILDING LEASE

Busted Brick Realty Group, LLC, an Ohio Limited Liability Company, whose address is 10 Wheatland Dr., Arcanum, Ohio 45304 (hereafter "Busted Brick"), leases to The Community Improvement Corporation of Troy, Ohio, a Community Improvement Corporation formed and operating pursuant to Chapter 1724 of the Ohio Revised Code, whose address is 100 Market St., Troy, Ohio 45373 (hereafter "CIC"), a portion of the real estate located at and commonly known as 9-11 West Main St., Troy, Ohio (the legal description of which is attached hereto as Exhibit "A"), said portion to consist of two rooms to be constructed by Busted Brick in the west side of the building located upon said real estate which is commonly known as the "Mayflower Building" which are accessible from the exterior of the Mayflower Building for CIC's use as public restrooms. Said two rooms are hereafter referred to as the "Premises" and are further described and depicted upon Exhibits B and C hereto.

I. Term and Renewal of Term

The parties' obligations under this Building Lease shall commence on _____, 2023, and terminate on _____, 2073 (the "Initial Lease Term") unless renewed as set forth herein. CIC agrees to pay rent to Busted Brick for the Initial Lease Term as follows:

- A. The sum of One Hundred Thirty Thousand Dollars (\$130,000.00) shall be due and payable immediately upon execution of this Building Lease;
- B. The sum of Ten Thousand Fifty Dollars (\$10,050.00) shall be due and payable when Busted Brick obtains a Certificate of Occupancy for the Premises and delivers possession of the Premises to CIC.

The parties acknowledge that the payments described above represent (i) reimbursement to Busted Brick in the amount of One Hundred Forty Thousand Dollars (\$140,000.00) for the approximate cost of constructing the Premises and, (ii) payment of rent, in advance, at the rate of One Dollar (\$1.00) per year for the Initial Lease Term. Except as set forth in Paragraphs A and B above, CIC shall not be required to pay any other rent to Busted Brick during the Initial Lease Term. CIC shall have the right and option to renew this Building Lease for an additional ten (10) year term (the "Renewal Term") upon the same terms and conditions as are herein set forth, but for a fixed rental payment of Ten Dollars (\$10.00) for the entire Renewal Term, which fixed rental payment shall be due and payable in full upon the commencement of the Renewal Term. CIC shall exercise its said right and option to renew this Building Lease, if at all, by providing written notice of its intention to do so to Busted Brick not later than ninety (90) days prior to the expiration of the Initial Lease Term.

II. CIC's Obligations

CIC agrees as follows:

- A. That it shall maintain the Premises, at its sole cost and expense, in as good a condition as the same are in at the time Busted Brick delivers possession thereof to CIC.
- B. That it will occupy the Premises in a safe and proper manner and shall be solely responsible for all trash removal service and expense.
- C. That it will not permit any waste of the premises, nor keep on the Premises any gasoline or other substances which may increase the danger of fire, or which will emit or cause disagreeable odors or violate any insurance provision, or permit any unreasonable smoke, odor, dust, gas or noise that would constitute a nuisance. CIC shall not use the premises for any unlawful purpose. CIC shall not commit waste, or permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or take any action which would abrogate any warranties.

- D. That it shall, at its sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term. CIC acknowledges that (i) it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Busted Brick nor Busted Brick's agent or agents has made any representation or warranty as to the present or future suitability of the Premises.
- E. That it will maintain heat in all areas of the Premises at a minimum of 50° Fahrenheit throughout the year.
- F. That it will permit Busted Brick, or its agents, to enter upon the Premises at all reasonable times to examine the condition of the Premises and make repairs.
- G. That it will use the Premises for use as public restrooms. CIC will not use the Premises for any unlawful purpose and will obey all laws, regulations and orders of all governmental authorities, respecting the premises.
- H. That it will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the premises now are, and all approved additions and improvements, reasonable wear and tear excepted; CIC agrees to pay for any damage done to the property over and above reasonable wear and tear that occurred during the Initial Lease Term and any Renewal Term. CIC will produce photographs of the Premises at the beginning of the lease term and shall make all said photographs available to Busted Brick in a timely fashion upon Busted Brick's request.
- I. The east wall of the Mayflower Building is the location of a mural created by former Troy artist and resident Armenia B. Pereyma which is locally known as the "Prouty Plaza Mural". In consideration of Busted Brick's agreements with respect to the Prouty Plaza Mural, as set forth in Paragraph XIV below, CIC agrees, during the Initial Lease Term and the Renewal Term, if any, to be solely responsible for the

ongoing and routine maintenance of the Prouty Plaza Mural, as well as emergency repairs thereto, provided that such maintenance and repairs are not necessitated by the act, omissions or operations of Busted Brick, or the primary tenant of the Mayflower Building, or the guests, patrons or business invitees of Busted Brick or said primary tenant.

III. Surrender

On the last day of the Initial Lease Term, or on any sooner termination, CIC shall surrender the Premises to Busted Brick in the same condition as received, and all approved additions, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by CIC. CIC shall repair any damage to the Premises. Except as otherwise stated in this Lease, and subject to the terms and conditions of this Lease, CIC shall leave the power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises in good operating condition.

IV. Alterations to Premises

CIC shall not, without Busted Brick's prior written consent which shall not be unreasonably withheld or delayed, make any alterations, improvements additions, utility installations or repairs in, on or about the Premises.

Any alterations, improvements, additions other than specified herein, or utility installations in or about the Premises that CIC shall desire to make shall be presented to Busted Brick in written form, with proposed detailed plans. If Busted Brick shall give its consent to CIC's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon CIC acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Busted Brick prior to the commencement of the work, and compliance by CIC with all conditions of said permit in a prompt and expeditious manner.

Except for work performed by Busted Brick, CIC shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for CIC at or for use in the Premises, which claims are or may be secured by any mechanic's or material men's lien against the Premises or any interest therein.

All alterations, improvements, additions and utility Installations (which do not constitute trade fixtures of CIC), which may be made to the Premises by CIC, shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials. CIC's personal property and equipment, other than that which is affixed to the premises so that it cannot be removed without material damage to the Premises or the Building, and other than utility Installations, shall remain the property of CIC.

V. Insurance

CIC shall, at CIC's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement (GL0404), or equivalent, in an amount of not less than \$1,000,000.00 per occurrence of bodily injury and property damage combined or in a greater amount as reasonably determined by Busted Brick and shall insure CIC with Busted Brick as an additional insured against liability arising out of the use, occupancy or maintenance of the Premises. Compliance with the above requirement shall not, however, limit the liability of CIC hereunder.

Busted Brick shall maintain property insurance during the duration of CIC's tenancy. Said insurance shall insure against loss to the building and Premises. CIC and Busted Brick each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Busted Brick or CIC or their agents, employees, contractors and/or invitees. If necessary, all property insurance policies required under this Lease shall be endorsed to so provide.

VI. Real Property Tax

Busted Brick shall be responsible for all real property tax and assessments assessed during the lease term, provided however, CIC shall be solely responsible for any assessment for a nuisance abatement.

VII. Utility Services and Interruption

Busted Brick has entered into a Lease Agreement with the primary tenant of the Mayflower Building which requires said primary tenant to pay all water, sewer and electrical service charges which are attributable to CIC's use of the Premises. Upon the termination of said Lease between Busted Brick and said primary tenant, Busted Brick shall then be solely responsible for the payment of all water, sewer and electrical service charges attributable to CIC's use of the Premises. However, there shall be no abatement of rent and Busted Brick shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service.

VIII. Assignment

CIC shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of CIC's interest in the Lease or in the Premises, without Busted Brick's prior written consent. Busted Brick shall respond to CIC's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a material default and breach of this Lease without the need for notice to CIC.

No assignment or subletting shall release CIC or Busted Brick of their respective obligations hereunder or alter the primary liability of CIC to pay the rent and other sums due Busted Brick hereunder and to perform all other obligations to be performed by the parties hereunder.

IX. Default

The occurrence of any one or more of the following events shall constitute a material default of this Lease by CIC:

(a) The failure by CIC to make any payment of rent or any other payment required to be made by CIC hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after Busted Brick provides written notice of default to CIC.

(b) The making by CIC of any general arrangement or general assignment for the benefit of creditors; CIC becoming a "debtor" as defined in 11 U.S.C. (S) 101 or any successor statute thereto (unless, in the case of a petition filed against CIC, the same is dismissed within ninety (90) days; the appointment of a trustee or receiver to take possession of substantially all of CIC's assets located at the Premises or of CIC's interest in this Lease, where possession is not restored to CIC within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of CIC's assets located at the Premises or of CIC's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this paragraph is contrary to any applicable law, such provision shall be of no force or effect.

(c) The failure by CIC to perform any other obligation hereunder which continues for sixty (60) days after Busted Brick provides written notice of such failure to CIC.

X. Termination

In the event of any default by CIC, in addition to any other remedies available to Busted Brick under this Lease, at law or in equity, Busted Brick shall have the option to terminate this Lease provided that Busted Brick provides CIC with written notice of default. CIC shall, after notice, have sixty (60) days to cure any default. In the event that Busted Brick shall elect to so terminate this Lease, then Busted Brick may recover from CIC any unpaid rent which had been earned at the time of such termination.

XI. Eminent Domain

If the Premises or any portion thereof or the premises are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises are taken by such condemnation as would substantially and adversely affect the operation and profitability of CIC's business conducted from the Premises, CIC shall have the option, to be exercised only in writing within thirty (30) days after Busted Brick shall have given CIC written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If CIC does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Busted Brick shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to CIC of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Busted Brick and CIC. Busted Brick shall to the extent of severance damages received by Busted Brick in connection with such condemnation, repair any damage to the premises caused by such condemnation except to the extent that CIC has been reimbursed therefore by the condemning authority.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

XII. Access to Premises

Busted Brick and its agents shall have the right to enter the Premises at reasonable times with 24 hours prior notice, during reasonable business hours (except in case of emergency) for the purpose of inspecting the same, performing any services required of Busted Brick, showing the same to prospective purchasers and lenders, taking such safety measures, erecting such scaffolding or other necessary structures, making such alterations, repairs, improvements or additions to the premises as Busted Brick may reasonably deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other Premises as long as there is no material adverse effect to CIC's use of the Premises. Busted Brick may at any time place on or about the Building (but not in the interior of the Premises) any ordinary "For Sale" signs and Busted Brick may at any time during the last thirty (30) days of the Initial Lease Term, or any Renewal Term, place on or about the Premises any ordinary "For Lease" signs.

All activities of Busted Brick pursuant to this paragraph shall be without abatement of rent, nor shall Busted Brick have any liability to CIC for the same.

Busted Brick shall have the right to retain keys to the Premises and in the case of emergency to enter the premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction.

XIII. Signage

CIC, at its sole cost and expense, shall have right to install signs, in a size and location in compliance with all applicable codes and regulations and to the maximum extent allowed by such codes or regulations or variances thereto, including the placement of a reader board sign if allowed.

XIV. Busted Brick's Obligations

Following the execution of this Lease, Busted Brick shall commence, and diligently pursue to completion, the construction of the Premises in accordance with the specifications and plans described and/or depicted upon Exhibits "B" and "C" hereto in a good and workmanlike fashion utilizing materials of good and sufficient quantity and quality.

Busted Brick agrees that CIC shall have quiet use and possession of the Premises during the Initial Lease Term and the Renewal Term, if any, subject to CIC's compliance with the terms and provisions of this Building Lease.

In consideration of CIC's agreements with respect to the Prouty Plaza Mural, as set forth in Paragraph II (I), and during the Initial Lease Term and the Renewal Term, if any, Busted Brick agrees that the Prouty Plaza Mural shall be maintained in its current state, "**AS IS-WHERE IS**" without addition or alteration except for ongoing and routine maintenance, and emergency repairs, to be performed by the CIC pursuant to Paragraph II (I) hereof.

SECTION 2 – GROUND LEASE

CIC leases to Busted Brick a strip of land ten (10) feet in width taken by parallel lines off of the west side of the Real Estate described in a certain deed recorded at Volume 539, Page 717 of the Deed Records of Miami County, Ohio, a copy of which is attached hereto as Exhibit "D", for purposes on ingress and egress to and from the Mayflower Building and for use as an enclosed outdoor seating area, subject to the rights of the public to ingress and egress from the Premises described in Section 1 hereof. Said ten (10) foot strip of ground is hereafter referred to as the "Premises" and is depicted upon Exhibit "C" hereto.

I. Term and Renewal of Term

The parties' obligations under this Ground Lease shall commence on _____, 2023, and terminate on _____, 2073 (the "Initial Lease Term") unless renewed as set forth herein. Busted Brick agrees to pay rent to CIC

for the Initial Lease Term as follows:

- A. The sum of Fifty Dollars (\$50.00) shall be due and payable immediately upon execution of this Ground Lease and the parties agree that said sum represents the payment of rent, in advance, at the rate of One Dollar (\$1.00) per year, for the Initial Lease Term.

Except as set forth in Paragraph A above, Busted Brick shall not be required to pay any other rent to CIC during the Initial Lease Term. Busted Brick shall have the right and option to renew this Ground Lease for an additional ten (10) year term (the "Renewal Term") upon the same terms and conditions as are herein set forth, but for a fixed rental payment of Ten Dollars (\$10.00) for the entire Renewal Term, which fixed rental payment shall be due and payable in full upon the commencement of the Renewal Term. Busted Brick shall exercise its said right and option to renew this Ground Lease, if at all, by providing written notice of its intention to do so to CIC not later than ninety (90) days prior to the expiration of the Initial Lease Term.

II. Busted Brick's Obligations

Busted Brick agrees as follows:

- A. That it shall maintain the Premises, at its sole cost and expense, in as good a condition as the same are in at the time CIC delivers possession thereof to Busted Brick.
- B. That it will occupy the Premises in a safe and proper manner and shall be solely responsible for all utility services attributable to its use and occupancy of the Premises, including, but not limited to trash removal service and expense.
- C. That it will not permit any waste of the premises, nor keep on the Premises any gasoline or other substances which may increase the danger of fire, or which will emit or cause disagreeable odors or violate any insurance provision, or permit any unreasonable smoke, odor, dust, gas or noise that would constitute a nuisance. Busted Brick shall not use the premises for any unlawful purpose. Busted Brick shall not commit waste, or permit any unreasonable odors, smoke, dust, gas,

substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or take any action which would abrogate any warranties.

- D. That it shall, at its sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term. Busted Brick acknowledges that (i) it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither CIC nor CIC's agent or agents has made any representation or warranty as to the present or future suitability of the Premises.
- E. That it will permit CIC, or its agents, to enter upon the Premises at all reasonable times to examine the condition of the Premises and make repairs.
- F. That it will use the Premises for ingress and egress to the Mayflower Building and for an enclosed outdoor seating area, subject to the rights of the public to ingress and egress to the Premises described in Section 1 hereof. Busted Brick will not use the Premises for any unlawful purpose and will obey all laws, regulations and orders of all governmental authorities, respecting the premises.
- G. That it will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the premises now are, and all approved additions and improvements, reasonable wear and tear excepted; Busted Brick agrees to pay for any damage done to the property over and above reasonable wear and tear that occurred during the Initial Lease Term and any Renewal Term. Busted Brick will produce photographs of the Premises at the beginning of the lease term and shall make all said photographs available to CIC in a timely fashion upon CIC's request.
- H. Busted Brick shall allow the Prouty Plaza Mural to be maintained in its current state **"AS IS-WHERE IS"** without addition or alteration except for ongoing and routine maintenance, and emergency repairs, to be performed by CIC pursuant to Section 1, Paragraph II(I) hereof. Busted Brick shall be solely responsible for Prouty Plaza

Mural repairs and maintenance necessitated by the act, omissions or operations of Busted Brick, or the primary tenant of the Mayflower Building, or the guests, patrons or business invitees of Busted Brick or said primary tenant.

III. Surrender

On the last day of the Initial Lease Term, or on any sooner termination, Busted Brick shall surrender the Premises to CIC in the same condition as received, and all approved additions, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Busted Brick. Busted Brick shall repair any damage to the Premises. Except as otherwise stated in this Lease, and subject to the terms and conditions of this Lease, Busted Brick shall leave the power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises in good operating condition.

IV. Alterations to Premises

Busted Brick shall not, without CIC's prior written consent which shall not be unreasonably withheld or delayed, make any alterations, improvements additions, utility installations or repairs in, on or about the Premises. CIC hereby consents to the alterations, improvements, additions and utility installations which are described and/or depicted upon Exhibits "B" and "C" hereto.

Any alterations, improvements, additions other than specified herein, or utility installations in or about the Premises that Busted Brick shall desire to make shall be presented to CIC in written form, with proposed detailed plans. If CIC shall give its consent to Busted Brick's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Busted Brick acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to CIC prior to the commencement of the work, and compliance by Busted Brick with all conditions of said permit in a prompt and expeditious manner.

Except for work performed by CIC, Busted Brick shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Busted Brick at or for use in the Premises, which claims are or may be secured by any mechanic's or material men's lien against the Premises or any interest therein.

All alterations, improvements, additions and utility Installations (which do not constitute trade fixtures of Busted Brick), which may be made to the Premises by Busted Brick, shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials. Busted Brick's personal property and equipment, other than that which is affixed to the premises so that it cannot be removed without material damage to the Premises or the Building, and other than utility Installations, shall remain the property of Busted Brick.

V. Insurance

Busted Brick shall, at Busted Brick's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement (GL0404), or equivalent, in an amount of not less than \$1,000,000.00 per occurrence of bodily injury and property damage combined or in a greater amount as reasonably determined by CIC and shall insure Busted Brick with CIC as an additional insured against liability arising out of the use, occupancy or maintenance of the Premises. Compliance with the above requirement shall not, however, limit the liability of Busted Brick hereunder.

CIC shall maintain property insurance during the duration of Busted Brick's tenancy. Said insurance shall insure against loss to the building and Premises. Busted Brick and CIC each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of CIC or Busted Brick or their agents, employees, contractors and/or invitees. If necessary, all property insurance policies required under this Lease shall be endorsed to so provide.

VI. Real Property Tax

CIC shall be responsible for all real property tax and assessments assessed during the lease term, provided however, Busted Brick shall be solely responsible for any assessment for a nuisance abatement.

VII. Assignment

Busted Brick shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Busted Brick's interest in the Lease or in the Premises, without CIC's prior written consent. CIC shall respond to Busted Brick's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a material default and breach of this Lease without the need for notice to Busted Brick.

No assignment or subletting shall release Busted Brick or CIC of their respective obligations hereunder or alter the primary liability of Busted Brick to pay the rent and other sums due CIC hereunder and to perform all other obligations to be performed by the parties hereunder.

VIII. Default

The occurrence of any one or more of the following events shall constitute a material default of this Lease by Busted Brick:

(a) The failure by Busted Brick to make any payment of rent or any other payment required to be made by Busted Brick hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after CIC provides written notice of default to Busted Brick.

(b) The making by Busted Brick of any general arrangement or general assignment for the benefit of creditors; Busted Brick becoming a "debtor" as defined in 11 U.S.C. (S) 101 or any successor statute thereto (unless, in the case of a petition filed against Busted Brick, the same is dismissed within ninety (90) days; the appointment of a trustee or receiver to take possession of substantially all of Busted Brick's assets located at the

Premises or of Busted Brick's interest in this Lease, where possession is not restored to Busted Brick within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Busted Brick's assets located at the Premises or of Busted Brick's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this paragraph is contrary to any applicable law, such provision shall be of no force or effect.

(c) The failure by Busted Brick to perform any other obligation hereunder which continues for sixty (60) days after CIC provides written notice of such failure to Busted Brick.

IX. Termination

In the event of any default by Busted Brick, in addition to any other remedies available to CIC under this Lease, at law or in equity, CIC shall have the option to terminate this Lease provided that CIC provides Busted Brick with written notice of default. Busted Brick shall, after notice, have sixty (60) days to cure any default. In the event that CIC shall elect to so terminate this Lease, then CIC may recover from Busted Brick any unpaid rent which had been earned at the time of such termination.

X. Eminent Domain

If the Premises or any portion thereof or the premises are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises are taken by such condemnation as would substantially and adversely affect the operation and profitability of Busted Brick's business conducted from the Premises, Busted Brick shall have the option, to be exercised only in writing within thirty (30) days after CIC shall have given Busted Brick written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If Busted Brick does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the

portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. CIC shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Busted Brick of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of CIC and Busted Brick. CIC shall to the extent of severance damages received by CIC in connection with such condemnation, repair any damage to the premises caused by such condemnation except to the extent that Busted Brick has been reimbursed therefore by the condemning authority.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

XI. Access to Premises

CIC and its agents shall have the right to enter the Premises at reasonable times with 24 hours prior notice, during reasonable business hours (except in case of emergency) for the purpose of inspecting the same, performing any services required of CIC, taking such safety measures, erecting such scaffolding or other necessary structures, making such alterations, repairs, improvements or additions to the premises as CIC may reasonably deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other Premises as long as there is no material adverse effect to Busted Brick's use of the Premises.

All activities of CIC pursuant to this paragraph shall be without abatement of rent, nor shall CIC have any liability to Busted Brick for the same.

XII. Signage

Busted Brick, at its sole cost and expense, shall have right to install signs, in a size and location in compliance with all applicable codes and regulations and to the maximum extent allowed by such codes or regulations or variances thereto, including the placement

of a reader board sign if allowed.

XIII. CIC's Obligations

CIC agrees that Busted Brick shall have quiet use and possession of the Premises during the Initial Lease Term and the Renewal Term, if any, subject to Busted Brick's compliance with the terms and provisions of this Building Lease.

SECTION 3 – PROVISIONS APPLICABLE TO BOTH BUILDING LEASE AND GROUND LEASE

I. Prior Agreements

The foregoing Building Lease and Ground Lease supersedes any and all prior agreements and understandings between Busted Brick and CIC and represents the entire agreement between the parties.

II. Jurisdiction

The parties agree that this lease shall be governed by the laws of the State of Ohio.

III. Notices

Notices provided pursuant to this lease shall be made at the following locations:

Busted Brick:
Attn: Wesley Martin
Busted Brick Realty Group, LLC
10 Wheatland Drive
Arcanum, Ohio 45304

CIC:
Attn: Patrick Titterington
City of Troy, Ohio
100 S. Market Street
Troy, Ohio 45373

IV. Authorization

Both the Busted Brick and the CIC covenant that the execution, delivery and performance of this Lease are a) within the parties' respective power; b) and that each has been duly authorized by all appropriate action. CIC further covenants that it is validly existing and in good standing under the laws of the State of Ohio and has all requisite power and authority and has all licenses necessary to conduct its business.

V. Binding Agreement

The foregoing Building Lease and Ground Lease shall be binding upon the parties hereto and their respective successors and assigns forever.

IN WITNESS WHEREOF, the parties have hereunto set their hands this____ day of _____, 2023.

BUSTED BRICK REALTY GROUP, LLC
an Ohio Limited Liability Company

THE COMMUNITY IMPROVEMENT CORPORATION OF
TROY, OHIO, a Community Improvement Corporation

By: _____
Wesley Martin, its Authorized Member

By: _____
Jesse E. Westmeyer, its President

STATE OF OHIO
COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Busted Brick Realty Group, LLC, an Ohio Limited Liability Company, by Wesley Martin, its Authorized Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and the duly authorized free act and deed of Busted Brick Realty Group, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023.

Notary Public

STATE OF OHIO
COUNTY OF MIAMI, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named The Community Improvement Corporation of Troy, Ohio, an Ohio Community Improvement Corporation, by Jesse E. Westmeyer, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and the duly authorized free act and deed of The Community Improvement Corporation of Troy, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT "A"

Situate in the State of Ohio, County of Miami, City of Troy and being part of Inlot 31 on the Plat of Troy as recorded in Deed Book 1, Page 3, and being the tract as conveyed to Periphery Ventures, LLC by deed recorded in Volume 288, page 445, Official Records of the Records of Miami County, Ohio, and being more particularly described as follows:

Beginning at the southwest corner of said Inlot 31, said corner being the intersection of the east right of way of Cherry Street (66' right of way) and the north right of way of Main Street (99' right of way) witness 2 inch cross notches set North 59° 18' 01" West 2.00' and South 30° 55' 54" West 2.00' and being the PONT OF BEGINNING of the parcel herein described.

Thence, with the west line of said Inlot 31 and the east right of way line of Cherry Street, North 30° 55' 54" East for a distance of 158.35' to a corner in the south line of 10' alley as referenced in Volume 31 Page 626, Deed Records, witness 2 inch cross notch set North 59° 16' 22" West 2.00' and a MAG Nail set North 30° 55' 54" East 2.00'.

Thence, with the south line of said 10' alley and through said Inlot 31, South 59° 16' 22" East for a distance of 40.00' to a 5/8" iron pin set, capped "EAM GeoData" being the northwest corner of the tract as conveyed to the City of Troy, Ohio in Volume 539, Page 717, Deed Records.

Thence, with the west line of said City of Troy, Ohio tract and through said Inlot 31, South 30° 55' 54" West for a distance of 158.33' to the southwest corner of said City of Troy, Ohio tract, being in the south line of said Inlot 31 and in the north right of way line on Main Street, witness 2 inch cross notches set South 59° 18' 01" East 2.00' and South 30° 55' 54" West 2.00'.

Thence, with the south line of said Inlot 31 and the north right of way line of Main Street, North 59° 18' 01" West for a distance of 40.00' to the POINT OF BEGINNING. Containing 0.145 acre, more or less, and subject to all legal highways, easements and restrictions of record. Basis of bearings are based on the Ohio State Plane Coordinates, South Zone, NAD 83 (2011) with the east right of way line of Cherry Street being North 30° 55' 54" East.

This description prepared on an actual field survey performed on July 21, 2022 under my direct supervision, Eric A. Moody, Registered Professional Surveyor Number 7984 of the State of Ohio, and that all monuments referenced herein and placed on the ground represents the boundaries of the herein described tract, and based on a Plat Survey as filed in the Miami County Engineer's Record of Land Surveys, Volume 61, Page 103.

Parcel No.: D08-001020

Prior Instrument Record: Volume 288, Page 445 of the Official Records of Miami County, Ohio.

Grantee hereby assumes and agrees to pay real estate taxes and assessments due and payable in December, 2022 and thereafter.

Property address known as: 9 – 11 W. Main Street, Troy, Ohio 45373.

FRONT REVERSE

U.S. Wealth Management
U.S. Bank

03/27/2023

110171860

93-38
929

Wealth Management & Investment Services
Questions Call 1-866-252-4360

UPIA - CITY OF TROY

PAY ONE THOUSAND THREE HUNDRED SIXTY NINE DOLLARS AND 18/100

Issued by: U.S. Bank National Association, Minneapolis, MN 55480

\$ 1,369.18

Drawer: U.S. Bank

TO THE CITY OF TROY AUDITOR
ORDER
OF



AUTHORIZED SIGNATURE

⑈ 110171860⑈ ⑆092900383⑆ 150080235131⑈

ZY 2964 000788
WM PCG EQ METRO CSG ST PAUL MN
4127
PCG METRO

PAYMENT PER REQUEST

UPIA - CITY OF TROY

WILLIAM H. MAIER SUCCESSOR TR U/W

110171860

03/27/2023

1,369.18

RECEIVED

MAR 30 2023

AUDITOR'S OFFICE

Wealth Management & Investment Services
Questions Call 1-866-252-4360

CITY OF TROY AUDITOR
100 S MARKET STREET
TROY, OH 45373