



CITY OF TROY BOARD OF PARK COMMISSIONERS
MEETING AGENDA
Tuesday, January 9, 2024
4:00 p.m. – Council Chambers

Call to Order: President – Mr. Emerick

- I. Roll Call: Mr. Emerick
Mr. Harrelson
Mrs. Anderson
- II. Approve Minutes: December 12, 2023 Board of Park Commissioners Meeting Minutes
- III. Reports: Jeremy Drake, Park Superintendent
Ken Siler, Recreation Director (Report Attached)
Kyler Booher, Director of Golf (Report Attached)
Mr. Emerick, Planning Commission Report

IV. New Business:

- a. Election of Officers for 2024
- b. Reappoint members to the Miami Shores Golf Course Advisory Board
- c. Consideration of extending the existing Non-alcoholic Beverage Service Agreement for an additional year currently scheduled to end April 30, 2024 and extend to April 30, 2025.
- d. Consideration of the request of MetroNet Fibernet, LLC to store 20-25 Cable Service Vaults and some bagged gravel on MeadowPoint Park as defined in the attached drawing. Any approval would need to be subject to MetroNet Fibernet, LLC executing a hold harmless agreement with the City to include site restoration and providing the City with a Certificate of Insurance additionally insuring the City related to these storage request.
- e. William Lutz, Troy City Skatepark Unite Member, provide an update to the Board of Park Commissioners regarding grant received from the Troy Foundation.
 - 1. Board of Park Commissioners to authorize Bowser Morner to perform a soil study and to draft construction documents for future redesign of the Joe Reardon Skate Park.

V. Other:

VI. Adjourn:

CITY OF TROY BOARD OF PARK COMMISSIONERS
MINUTES – December 12, 2023, 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
 Mrs. Susan Westfall, Secretary

Others Attending: Jeremy Drake, Park Superintendent
 Ken Siler, Recreation Director
 Kyler Booher, Director of Golf
 City Staff

The minutes of the November 21, 2023 Board of Park Commissioners meeting were approved by unanimous vote, following a motion from Mrs. Westfall, seconded by Mr. Harrelson.

REPORTS:

- Park Superintendent, Jeremy Drake, submitted a report (copy attached to original minutes). Mr. Drake stated he will have an updated at the January meeting from ODNR on the questions around signing the agreement with ODNR to stock the pond at Duke Park with rainbow trout.
- Recreation Director, Ken Siler, submitted a report (copy attached to original minutes). Mr. Siler stated staff has been busy with ice events including hockey, public skating sessions, and Troy Skating Club use. Mr. Siler highlighted that the Troy Aquatic Pool passes are now on sale for the 2024 season and they are being sold at a discount. Lastly, Mr. Siler highlighted that program registrations will begin after January 1 along with shelter reservations.
- Director of Golf, Kyler Booher, submitted a report (copy attached to original minutes). Mr. Booher noted that both simulators are being used and signups for the winter league are taking place. Currently there are 25 teams registered and he anticipates it will be at capacity with 50 teams.

NEW BUSINESS:

- **Consideration of 2024 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 highlighted the Solar Eclipse events that will be taking place throughout the City April 8 and 9 and the Troy Civic Band will be hosting concerts again this summer. Mrs. Knight acknowledges some dates may change and the Board of Park Commissioners will be notified of the changes.

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

MOTION PASSED, UNANIMOUS VOTE

- **Review and approve the 2024 Golf and Driving Range Rates for in-season (April – mid-October at Miami Shores Golf Course)** – Mr. Kyler Booher, Director of Golf, proposed the 2024 in-season golf fees with some changes for the 2024 season. Mr. Booher did a market survey of other local courses that are similar to Miami Shores Golf Course and found that the weekend rates were lower than the other courses which is why the weekend rates are higher than the years past. Other rates are in similar to our competitors.

A motion was made by Mr. Emerick, seconded by Mrs. Westfall, to approve the 2024 Golf and Driving Range Rates for in-season (April- mid-October) at Miami Shores Golf Course.

MOTION PASSED, UNANIMOUS VOTE

OTHER:

- Mayor Oda thanked Mrs. Westfall for her commitment to the Board of Park Commissioners the past six years and is looking forward to working with her on City Council.

EXECUTIVE SESSION:

A motion was made by Mrs. Westfall, seconded by Mr. Harrelson that the Board adjourn into Executive Session to consider the compensation of Public Employees. MOTION PASSED, UNANIMOUS VOTE. At 4:15p.m. the board adjourned into Executive Session.

At 4:30 p.m. the Board of Park Commissioner returned to regular session upon a motion of Mr. Harrelson, seconded by Mrs. Westfall. MOTION PASSED, UNANIMOUS VOTE

A motion was made by Mr. Emerick, seconded by Mr. Harrelson to authorize the Board of Park Commissioners President to co-sign a letter of recommendation to City Council for the Non-Union Employees Compensation Study. MOTION PASSED, UNANIMOUS VOTE

A motion was made by Mrs. Westfall, seconded by Mr. Harrelson that the Board adjourn into Executive Session to consider the compensation of Public Employees. MOTION PASSED, UNANIMOUS VOTE. At 4:32 p.m. the board adjourned into Executive Session.

At 5:13 p.m. the Board of Park Commissioner returned to regular session upon a motion of Mr. Emerick, seconded by Mrs. Westfall.

There being no further business, upon motion of Mr. Emerick, seconded by Mrs. Westfall, by unanimous voice vote, the Board adjourned at 5:14 p.m.

Respectfully submitted,

CITY OF PARK BOARD MEETING

January 9, 2024

Council Chambers
4:00 p.m.

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

1. Online Park Shelter reservations began on Tuesday, January 2nd at 8:00 a.m.
2. Girls' Softball registrations will begin January 8th.
3. The winter session of Adult Hockey began Tuesday, January 2nd. The session is at capacity.
4. Upcoming Hobart Arena Events:
 - a. Scotty McCreery – January 26, 2024.
 - b. Riley Green – February 8, 2024.
 - c. Greater Midwest Cheer Expo – February 10, 2024.
 - d. Miami County Home & Garden Show – February 16-18, 2024.
 - e. 38 Special – February 24, 2024.
 - f. OHSA Division III District Wrestling – March 1 & 2, 2024.
 - g. WGI – April 10-21, 2024.
 - h. Dayton Feis – April 27, 2024.
 - i. Ohio Baton State Championships – May 4-5, 2024.
 - j. Jo Dee Messina/Tracy Byrd – May 18, 2024.
5. One Hundred (100) 2024 Troy Aquatic Park season passes were sold plus ten (10) grandparents passes during December, 2023 promotion.
6. Park Board consider extending the existing non-alcoholic Beverage Service Agreement for an additional year currently scheduled to end 4/30/24 and extend to 4/30/25.

To: Board of Park Commissioners
From: Kyler Booher, Director of Golf
Subject: 2024 January Report
Date: Tuesday, January 9th, 2024

- The golf course remains open weather permitting
 - o Tee times are not accepted during January and February. Golfers are accommodated on a first-come, first-serve basis.
- The indoor simulator leagues will begin on Monday, January 8th
 - o We have two leagues
- The driving range is open and MATS ONLY on days when weather allows
- Maintenance staff has been performing routine golf course and driving range maintenance
 - o The golf course remains in good condition as we head into the winter months
- Overall play was good for December as we experienced fairly mild weather
- The Shoreline remains open with a limited menu through the winter months
- Part-time staff is very limited now through March

Please find attached the MTD/YTD Expense Report, HowGoesItReports for December and the overall year (as well as 2022 comparisons), and Seasonal Employee Hours.

MTD/YTD Current Expense Report by Fund for Year 2023 Month 12 - 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	25,397.29	377,745.42	(49,659.42)	0.00	(49,659.42)	115.14%	(15.14%)
713.445.5102	OVERTIME W/ PERS	1,000.00	565.20	8,116.12	(7,116.12)	0.00	(7,116.12)	811.61%	(711.61%)
713.445.5104	EDUCATIONAL INCENTIVE EXEMPT FROM FLSA	0.00	1,100.00	1,100.00	(1,100.00)	0.00	(1,100.00)	0.00%	0.00%
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	3,966.14	53,454.79	(7,379.79)	0.00	(7,379.79)	116.02%	(16.02%)
713.445.5161	LIFE INSURANCE	390.00	31.80	344.50	45.50	0.00	45.50	88.33%	11.67%
713.445.5162	HEALTH INSURANCE	98,950.00	7,569.44	94,768.58	4,181.42	0.00	4,181.42	95.77%	4.23%
713.445.5163	CITY'S CONTRIBUTION HSA	11,100.00	0.00	8,100.00	3,000.00	0.00	3,000.00	72.97%	27.03%
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	583.04	5,386.28	(611.28)	0.00	(611.28)	112.80%	(12.80%)
713.445.5201	OFFICE MATERIAL & SUPPLIES	1,000.00	23.97	1,563.15	(563.15)	0.00	(563.15)	156.32%	(56.32%)
713.445.5202	REPRODUCTION/PRINTING/PHO TO	2,000.00	0.00	1,947.43	52.57	0.00	52.57	97.37%	2.63%
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	1,217.53	43,495.35	26,104.65	2,954.61	23,150.04	66.74%	33.26%
713.445.5207	COMPUTER SUPPLIES	1,000.00	0.00	539.25	460.75	0.00	460.75	53.93%	46.08%
713.445.5210	FOOD	60,000.00	1,644.01	62,120.04	(2,120.04)	967.87	(3,087.91)	105.15%	(5.15%)
713.445.5211	BEVERAGE\SUPPLIES	60,000.00	195.07	50,304.64	9,695.36	2,160.38	7,534.98	87.44%	12.56%
713.445.5213	BUILDING MAINTENANCE SUPPLIES	5,000.00	0.00	4,002.41	997.59	0.00	997.59	80.05%	19.95%
713.445.5231	MACH & EQUIP SUPPLIES & PARTS	28,000.00	30.00	23,666.39	4,333.61	970.72	3,362.89	87.99%	12.01%
713.445.5239	OTHER MATERIALS & SUPPLIES	1,500.00	0.00	210.27	1,289.73	0.00	1,289.73	14.02%	85.98%
713.445.5241	UNIFORM ALLOWANCE	2,900.00	0.00	2,493.68	406.32	0.00	406.32	85.99%	14.01%
713.445.5243	SAFETY CLOTHING/EQUIPMENT	2,500.00	280.76	2,308.29	191.71	0.00	191.71	92.33%	7.67%
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	8,882.85	117.15	17.15	100.00	98.89%	1.11%
713.445.5254	FUEL-GASOLINE	6,500.00	0.00	7,701.17	(1,201.17)	48.83	(1,250.00)	119.23%	(19.23%)
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	67,000.00	775.93	56,535.57	10,464.43	5,000.00	5,464.43	91.84%	8.16%
713.445.5301	RENT/LEASE OF GOLF CARTS	8,000.00	0.00	856.00	7,144.00	0.00	7,144.00	10.70%	89.30%
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	2,444.49	31,606.40	(1,606.40)	0.00	(1,606.40)	105.35%	(5.35%)

MTD/YTD Current Expense Report by Fund for Year 2023 Month 12 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5313	WATER/SEWER	5,000.00	242.83	7,001.96	(2,001.96)	0.00	(2,001.96)	140.04%	(40.04%)
713.445.5315	FUEL OIL-HEATING	7,000.00	666.18	5,608.79	1,391.21	1,549.11	(157.90)	102.26%	(2.26%)
713.445.5316	TELEPHONE	3,500.00	0.00	6,508.86	(3,008.86)	1,611.91	(4,620.77)	232.02%	(132.02%)
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	0.00	88.00	212.00	0.00	212.00	29.33%	70.67%
713.445.5324	MEMBERSHIPS	2,500.00	174.00	3,445.56	(945.56)	0.00	(945.56)	137.82%	(37.82%)
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	129.60	2,865.20	(1,765.20)	0.00	(1,765.20)	260.47%	(160.47%)
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	692.27	64,663.29	54,336.71	3,836.71	50,500.00	57.56%	42.44%
713.445.5339	MISCELLANEOUS SERVICES	74,400.00	1,326.06	83,574.55	(9,174.55)	0.00	(9,174.55)	112.33%	(12.33%)
713.445.5359	INSURANCE POOL	8,000.00	0.00	6,879.16	1,120.84	0.00	1,120.84	85.99%	14.01%
713.445.5361	MAINT. OF FACILITIES	84,200.00	2,402.17	72,872.86	11,327.14	949.95	10,377.19	87.68%	12.32%
713.445.5363	MAINT. MACH/EQUIP	26,000.00	1,260.05	29,424.94	(3,424.94)	778.57	(4,203.51)	116.17%	(16.17%)
713.445.5364	MAINT. LICENSED VEHICLES	5,000.00	9,158.18	15,736.19	(10,736.19)	0.00	(10,736.19)	314.72%	(214.72%)
713.445.5365	MAINT. NON-LICENSED VEHICLES	35,000.00	0.00	26,422.21	8,577.79	0.00	8,577.79	75.49%	24.51%
713.445.5369	MAINTENANCE-OTHER	1,000.00	0.00	124.99	875.01	0.00	875.01	12.50%	87.50%
713.445.5381	POSTAGE	200.00	0.00	78.65	121.35	0.00	121.35	39.33%	60.68%
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	219.00	2,781.00	0.00	2,781.00	7.30%	92.70%
713.445.5389	OTHER COMMUNICATION EXPENSE	500.00	252.00	712.98	(212.98)	0.00	(212.98)	142.60%	(42.60%)
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	662.80	(162.80)	0.00	(162.80)	132.56%	(32.56%)
713.445.5399	OTHER EXPENSE FOR OPERATIONS	4,200.00	0.00	4,135.00	65.00	0.00	65.00	98.45%	1.55%
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	785.00	8,270.00	(2,270.00)	0.00	(2,270.00)	137.83%	(37.83%)
713.445.5524	ACCRUED INTEREST	300.00	0.00	37.89	262.11	0.00	262.11	12.63%	87.37%
713.445.5525	REMITTANCE OF STATE SALES TAX	43,000.00	1,231.46	37,810.78	5,189.22	2,189.22	3,000.00	93.02%	6.98%
713.445.5527	PREMIUM ON INVESTMENTS	0.00	0.00	19.77	(19.77)	0.00	(19.77)	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	20,000.00	0.00	16,240.73	3,759.27	0.00	3,759.27	81.20%	18.80%
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 12 - 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	2,581.02	50,836.99	26,113.01	0.00	26,113.01	66.06%	33.94%
713.445.5636	GOLF CARTS	40,500.00	0.00	35,642.04	4,857.96	0.00	4,857.96	88.01%	11.99%
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	1,425,206.00	66,725.49	1,333,494.79	91,711.21	23,035.03	68,676.18	95.18%	4.82%
73 Accts		1,425,206.00	66,725.49	1,333,494.79	91,711.21	23,035.03	68,676.18	95.18%	4.82%

Pro Shop Dec 2023

Miami Shores Golf Course
Z Out Report - All Terminals
for 12/01/2023 - 12/31/2023
Generated
01/05/2024 08:42am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	5,878.79	0.00	5,878.79	Accessories	6.00	8.39
Check	50.00	0.00	50.00	Alcohol	143.00	410.83
Credit Card	20,084.16	0.00	20,084.16	Beverage	27.00	60.52
New Gift Cards Issued	-5,528.00	0.00	-5,528.00	Caps	1.00	18.69
Gift Card	179.00	0.00	179.00	Food	32.00	118.89
Raincheck	-65.50	0.00	-65.50	Gloves	7.00	97.19
		0.00	0.00	Golf Balls	38.00	143.02
		0.00		Golf Instruction	11.00	635.00
		0.00		Carts	497.00	4,015.30
		0.00		Driving Range	5.00	432.00
		0.00		Golf Clubs	1.00	108.50
		0.00		Green Fees	837.00	8,401.00
		0.00		Grips	32.00	386.40
		0.00		Handicap	1.00	40.00
		0.00		Membership	7.00	2,500.00
		0.00		Pull Cart	11.00	42.02
		0.00		Rental Clubs	2.00	37.38
		0.00		Simulator	246.00	2,768.25
Revenue/Non-Revenue				Taxes/Partial Returns		
Description	Totals		Adjusted Totals	Description		Amount
Revenue Payments Total	26,012.95		26,012.95	7.000 %		375.07
Non Revenue Payments Total	-5,414.50		-5,414.50			
Total			20,598.45	Total		375.07
Difference			0.00			
Drawer Count			20,598.45	Sales		20,223.38
+ Cash Short			0.00	+ Cash Over		0.00
+ Checks Short			0.00	+ Checks Over		0.00
				+ Taxes/Partial Returns		375.07
Total			20,598.45	Total		20,598.45

Pro Shop Dec 2022

Miami Shores Golf Course
Z Out Report - All Terminals
for 12/01/2022 - 12/31/2022
Generated
01/05/2024 08:41am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	5,737.85	0.00	5,737.85	Alcohol	124.00	345.52
Check	430.00	0.00	430.00	Beverage	38.00	74.82
Credit Card	20,014.09	0.00	20,014.09	Caps	1.00	25.23
New Gift Cards Issued	-11,483.00	0.00	-11,483.00	Food	35.00	187.80
Gift Card	136.05	0.00	136.05	Gloves	4.00	63.56
Raincheck	29.00	0.00	29.00	Golf Balls	19.00	314.26
		0.00	0.00	Golf Instruction	8.00	805.00
		0.00		Shirts	1.00	37.38
		0.00		Accounting	1.00	-29.00
		0.00		Carts	173.00	1,296.82
		0.00		Driving Range	2.00	6.00
		0.00		Gloves	5.00	65.40
		0.00		Golf Clubs	4.00	3,535.40
		0.00		Green Fees	417.00	3,419.00
		0.00		Grips	32.00	277.57
		0.00		Membership	2.00	720.00
		0.00		Pull Cart	16.00	56.02
		0.00		Sales Miscellaneous	-1.00	-410.00
		0.00		Simulator	462.00	3,633.36
Revenue/Non-Revenue				Taxes/Partial Returns		
Description	Totals		Adjusted Totals	Description		Amount
Revenue Payments Total	26,181.94		26,181.94	7,000 %		439.85
Non Revenue Payments Total	-11,317.95		-11,317.95			
Total			14,863.99	Total		439.85
Difference			0.00			
Drawer Count			14,863.99	Sales		14,424.14
+ Cash Short			0.00	+ Cash Over		0.00
+ Checks Short			0.00	+ Checks Over		0.00
				+ Taxes/Partial Returns		439.85
Total			14,863.99	Total		14,863.99

Shoreline Dec 2023

Date is from 2023/12/01 until 2024/01/01

Totals Report - Payment Types

Payment Type	Gross Payments	Refunded	Declined	Voided	Total Payments	Tip
Cash	\$1,385.48		\$0.00	\$0.00	\$0.00	\$1,385.48
Credit Card	\$1,241.17		\$0.00	\$0.00	\$0.00	\$1,396.00
Totals	\$2,626.65		\$0.00	\$0.00	\$0.00	\$2,781.48

Totals Report - Credit Card Types

Card Type	Gross Payments	Refunded	Total Payments	Total Tip Amount
Visa	\$999.55		\$0.00	\$1,121.26
Master	\$160.37		\$0.00	\$182.80
Discover	\$50.50		\$0.00	\$57.24
Amex	\$30.75		\$0.00	\$34.70
Totals	\$1,241.17		\$0.00	\$1,396.00

Totals Report - Location Sales

Location	# of Order	Avg Order	Gross Sales	Surcharges	Discounts	Gratuities	Total Tax (Surcharge)	Taxes	Open Sales	Net Sales	Credit Tips	Stored Value Tips	Total Tip Amount	Total Donation Amount	Total Sales
Shoreline 1	384	\$7.24	\$2,641.71	\$0.00	-\$181.85	\$0.00	\$0.00	\$166.79	\$0.00	\$2,459.86	\$154.83	\$0.00	\$154.83	\$0.00	\$2,781.48
Totals	384	\$7.24	\$2,641.71	\$0.00	-\$181.85	\$0.00	\$0.00	\$166.79	\$0.00	\$2,459.86	\$154.83	\$0.00	\$154.83	\$0.00	\$2,781.48

Date is from 2022/12/01 until 2023/01/01

Shoreline Dec 2022

Totals Report - Payment Types

Payment Type	Gross Payments	Refunded	Declined	Voided	Total Payments	Tip	
Credit Card	\$1,344.48		\$0.00	\$0.00	\$0.00	\$1,509.08	\$164.60
Cash	\$879.73		\$0.00	\$0.00	\$0.00	\$879.73	\$0.00
Tab No Card	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$2,224.21		\$0.00	\$0.00	\$0.00	\$2,388.81	\$164.60

Totals Report - Credit Card Types

Card Type	Gross Payments	Refunded	Total Payments	Total Tip Amount	
Visa	\$1,127.23		\$0.00	\$1,261.01	\$133.78
Master	\$170.75		\$0.00	\$198.42	\$27.67
Amex	\$25.50		\$0.00	\$25.50	\$0.00
Discover	\$21.00		\$0.00	\$24.15	\$3.15
Totals	\$1,344.48		\$0.00	\$1,509.08	\$164.60

Totals Report - Location Sales

Location	# of Order	Avg Order	Gross Sales	Surcharges	Discounts	Gratuities	Total Tax (Surcharge)	Taxes	Open Sales	Net Sales	Credit Tips	Stored Value Tips	Total Tip Amount	Total Donation Amount	Total Sales
Shoreline 1	205	\$11.65	\$2,175.89	\$0.00	-\$97.04	\$0.00	\$0.00	\$145.36	\$0.00	\$2,078.85	\$164.60	\$0.00	\$164.60	\$0.00	\$2,388.81
Totals	205	\$11.65	\$2,175.89	\$0.00	-\$97.04	\$0.00	\$0.00	\$145.36	\$0.00	\$2,078.85	\$164.60	\$0.00	\$164.60	\$0.00	\$2,388.81

Pro Shop 2023

Miami Shores Golf Course
Z Out Report - All Terminals
for 01/01/2023 - 12/31/2023
Generated
01/05/2024 08:47am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	242,191.86	0.00	242,191.86		66.00	268.94
Check	36,612.65	0.00	36,612.65	Accessories	783.00	3,507.54
Credit Card	821,682.35	0.00	821,682.35	Alcohol	3,325.00	8,887.94
New Gift Cards Issued	-16,250.20	0.00	-16,250.20	Beverage	1,862.00	4,148.44
Gift Card	17,814.51	0.00	17,814.51	Caps	252.00	5,689.93
Raincheck	-2,522.89	0.00	-2,522.89	Food	1,255.00	10,227.40
Gift Card Payment	22.00	0.00	22.00	Gloves	235.00	3,377.59
		0.00	0.00	Golf Bags	12.00	1,697.47
		0.00		Golf Balls	1,869.00	23,298.38
		0.00		Golf Instruction	96.00	8,610.00
		0.00		Shirts	30.00	1,391.21
		0.00		Apparel	2.00	65.38
		0.00		Carts	32,569.00	275,524.62
		0.00		Driving Range	492.00	14,240.00
		0.00		Fees	8.00	60.00
		0.00		Footwear	4.00	567.29
		0.00		Gloves	120.00	1,567.94
		0.00		Golf Bags	3.00	329.17
		0.00		Golf Clubs	52.00	15,989.49
		0.00		Green Fees	44,387.00	539,737.82
		0.00		Grips	354.00	4,057.90
		0.00		Handicap	33.00	1,320.00
		0.00		Membership	260.00	120,735.00
		0.00		Pull Cart	399.00	1,312.70
		0.00		Rental Clubs	73.00	1,186.92
		0.00		Sales Miscellaneous	55.00	1,113.77
		0.00		Service	27.00	2,010.00
		0.00		Service Fees	138.00	1,406.00
		0.00		Shoes	15.00	1,619.54
		0.00		Simulator	1,774.00	20,206.53
Revenue/Non-Revenue				Taxes/Partial Returns		
Description	Totals		Adjusted Totals	Description		Amount
Revenue Payments Total	1,100,486.86		1,100,486.86	7,000 %		25,395.37
Non Revenue Payments	-936.58		-936.58			
Total			1,099,550.28	Total		25,395.37
Difference			0.00			
Drawer Count			1,099,550.28	Sales		1,074,154.91
+ Cash Short			0.00	+ Cash Over		0.00
+ Checks Short			0.00	+ Checks Over		0.00
				+ Taxes/Partial Returns		25,395.37
Total			1,099,550.28	Total		1,099,550.28

Driving Range Credit Card

\$31,766

\$1,131,316.33

Pro Shop 2022

Miami Shores Golf Course
Z Out Report - All Terminals
for 01/01/2022 - 12/31/2022
Generated
01/05/2024 08:55am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	244,993.58	0.00	244,993.58		98.00	176.73
Check	35,317.10	0.00	35,317.10	Accessories	703.00	3,223.28
Credit Card	728,567.52	0.00	728,567.52	Alcohol	2,249.00	5,257.00
New Gift Cards Issued	-21,768.98	0.00	-21,768.98	Beverage	1,610.00	3,366.43
Gift Card	14,666.79	0.00	14,666.79	Caps	187.00	4,197.67
Raincheck	-1,778.79	0.00	-1,778.79	Food	544.00	5,641.11
			0.00	Gloves	261.00	3,606.91
		0.00		Golf Bags	11.00	1,616.93
		0.00		Golf Balls	1,663.00	22,229.43
		0.00		Golf Instruction	79.00	6,340.00
		0.00		Shirts	40.00	1,763.58
		0.00		Accounting	1.00	-51.00
		0.00		Apparel	2.00	87.48
		0.00		Carts	31,050.00	249,460.72
		0.00		Driving Range	601.00	14,629.50
		0.00		Fees	46.00	260.00
		0.00		Footwear	2.00	234.00
		0.00		Gloves	144.00	1,871.25
		0.00		Golf Bags	6.00	835.99
		0.00		Golf Clubs	52.00	15,575.60
		0.00		Green Fees	42,519.00	503,328.40
		0.00		Grips	393.00	4,071.53
		0.00		Handicap	77.00	2,695.00
		0.00		Hard Goods	1.00	327.10
		0.00		Membership	262.00	114,200.44
		0.00		Pull Cart	301.00	955.04
		0.00		Rental Clubs	51.00	836.44
		0.00		Sales Miscellaneous	12.00	867.62
		0.00		Service	26.00	1,560.00
		0.00		Service Fees	87.00	280.00
		0.00		Shoes	27.00	2,602.02
		0.00		Simulator	549.00	4,894.44
Revenue/Non-Revenue				Taxes/Partial Returns		
Description	Totals		Adjusted Totals	Description		Amount
Revenue Payments Total	1,008,878.20		1,008,878.20	7.000 %		23,056.58
Non Revenue Payments	-8,880.98		-8,880.98			
Total				Total		23,056.58
			999,997.22			
Difference			0.00			
Drawer Count			999,997.22	Sales		976,940.64
+ Cash Short			0.00	+ Cash Over		0.00
+ Checks Short			0.00	+ Checks Over		0.00
				+ Taxes/Partial Returns		23,056.58
Total			999,997.22	Total		999,997.22

Driving Range Credit Card \$21,788

\$1,021,785.70

Shoreline 2023

Totals Report - Payment Types

Payment Type	Gross Payments	Refunded	Declined	Voided	Total Payments	Tip
Cash	\$103,864.96		\$104.37	\$0.00	\$17.04	\$103,864.96
Credit Card	\$92,906.12		\$45.90	\$0.00	\$27.00	\$104,978.73
Write Off	\$4.25		\$0.00	\$0.00	\$0.00	\$4.25
Tab No Card	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$196,775.33		\$150.27	\$0.00	\$44.04	\$208,847.94

Totals Report - Credit Card Types

Card Type	Gross Payments	Refunded	Total Payments	Total Tip Amount
Visa	\$63,816.75		\$36.15	\$72,116.60
Master	\$21,212.14		\$7.00	\$23,859.11
Amex	\$4,346.99		\$0.00	\$5,046.83
Discover	\$3,530.24		\$2.75	\$3,956.19
Totals	\$92,906.12		\$45.90	\$104,978.73

Totals Report - Location Sales

Location	# of Orders	Avg Order	Gross Sales	Surcharges	Discounts	Gratuities	Total Tax (Surcharge)	Taxes	Open Sales	Net Sales	Credit Tips	Stored Value Tips	Total Tip Amount	Total Donation Amount	Total Sales
Shoreline 1	23,987	\$8.70	\$190,256.00	\$0.00	-\$5,954.42	\$0.00	\$0.00	\$12,377.22	\$0.00	\$184,302.00	\$12,069.03	\$0.00	\$12,069.03	\$0.00	\$208,748.00
Shoreline 2	13	\$7.64	\$89.50	\$0.00	\$0.00	\$0.00	\$0.00	\$6.25	\$0.00	\$89.50	\$3.58	\$0.00	\$3.58	\$0.00	\$99.33
Totals	24,000	\$8.70	\$190,346.28	\$0.00	-\$5,954.42	\$0.00	\$0.00	\$12,383.47	\$0.00	\$184,391.86	\$12,072.61	\$0.00	\$12,072.61	\$0.00	\$208,847.94

Shoreline 2022

Date is from 2022/01/01 until 2023/01/01

Totals Report - Payment Types

Payment Type	Gross Payments	Refunded	Declined	Voided	Total Payments	Tip	
Cash	\$105,660.78		\$352.37	\$0.00	\$5.15	\$105,660.78	\$0.00
Credit Card	\$79,868.06		\$23.41	\$0.00	\$0.00	\$90,017.89	\$10,149.83
Tab No Card	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$185,528.84		\$375.78	\$0.00	\$5.15	\$195,678.67	\$10,149.83

Totals Report - Credit Card Types

Card Type	Gross Payments	Refunded	Total Payments	Total Tip Amount
Visa	\$56,196.47		\$15.65	\$7,113.57
Master	\$19,390.13		\$7.76	\$2,445.41
Discover	\$2,299.09		\$0.00	\$292.90
Amex	\$1,982.37		\$0.00	\$297.95
Totals	\$79,868.06		\$23.41	\$10,149.83

Totals Report - Location Sales

Location	# of Order	Avg Order	Gross Sales	Surcharges	Discounts	Gratuities	Total Tax (Surcharge)	Taxes	Open Sales	Net Sales	Credit Tips	Stored Value Tips	Total Tip Amount	Total Donation Amount	Total Sales
Shoreline 1	22,941	\$8.45	\$177,179.00	\$0.00	-\$5,057.16	\$0.00	\$0.00	\$11,803.13	\$0.00	\$172,121.84	\$9,979.72	\$0.00	\$9,979.72	\$0.00	\$193,904.50
Shoreline 2	100	\$17.74	\$1,498.86	\$0.00	\$0.00	\$0.00	\$0.00	\$104.89	\$0.00	\$1,498.86	\$170.11	\$0.00	\$170.11	\$0.00	\$1,773.86
Totals	23,041	\$8.49	\$178,677.98	\$0.00	-\$5,057.16	\$0.00	\$0.00	\$11,908.02	\$0.00	\$173,620.82	\$10,149.83	\$0.00	\$10,149.83	\$0.00	\$195,678.67

		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	3/10/2023	3/17/2023
Maintenance												
Auzenne, Tony	\$10.70											
Burnside, Kevin	\$11.00	24	24	24	21		24	21	24	24	22	23
Carter, Carl	\$10.10											
Griman, George	\$10.10											
Jackson, David	\$10.10											
Sloan, Jay	\$10.70											27.25
Weaver, Greg	\$10.40											
TOTAL		24	24	24	21		24	21	24	24	22	50.25
Golf Shop												
Cianciolo, Hank	\$10.10										4	
Curtis, Michael	\$10.10											4
Ferrell, Ross	\$10.10	4		11.5				5.5	15	5	18	17
Gearhart, Bill	\$10.10											
Green, Ken	\$10.10											
Holtel, Jack	\$11.00				5.25				5.75		4.25	
Huston, Chris	\$10.10								8			
Mutschler, John	\$10.10										7.25	
Weaver, Gary	\$10.10								12.5		5.75	
TOTAL		4		11.5	5.25			5.5	41.25	5	39.25	21
The Shoreline												
Booher, Amy	\$10.70											
Borton, Miranda	\$10.10											
Brueckman, Kyle	\$10.10											
Burgasser, Matt	\$10.10											
Feitshans, Brittany	\$10.10											
Gillespie, Audrey	\$11.30											
Hanger, Deb	\$11.00											
Harnish, Cassandra	\$10.10											
Hempker, Elise	\$10.40											
Henn, Taylor	\$10.10											
Kirk, Stacy	\$13.00		29		64.75		64.25		62.5		33.75	
Krull, Cameron	\$10.10											
Lair, Nelson	\$10.10											
Mertz, Janina	\$10.10											
Monroe, Barbara	\$10.10										9.5	
Rietz, Sheila	\$10.10				11		14		11		12	
Wynne, Joel	\$11.30											
TOTAL			29		75.75		78.25		73.5		55.25	

3/24/2023	3/31/2023	4/7/2023	4/14/2023	4/21/2023	4/28/2023	5/5/2023	5/12/2023	5/19/2023	5/26/2023	6/2/2023	6/9/2023	6/16/2023	6/23/2023
								17.25		18.75		16.75	
24	28	32	32	32	32	24	31	32	32	26.5	32	32	32
				11	18		15.5	16	17	17	15.75	10	15
		8	11.75	12.75	7.75		13	10	13.5	7	6.25	12.75	7.5
			11	8.5	13	6	9	9.5	9	9	24.5	30.5	24.5
		20			37.5	22.25			36	21	36.75	36.5	31
	9.75	7.25	17.75	6	10.25	6.5	9.25	9.25	8	7.25	8.75	15.25	7
24	37.75	67.25	72.5	70.25	118.5	58.75	77.75	94	115.5	106.5	124	153.75	117
		7.5		23		4.5		22.5		29.5		32	
	6	2		10.5				6	11.75		19.5	10.5	
10.5	15	14.5	19	18	22	20.5	13	37.5	35.5	35.5	29.5	6.5	36.5
			5	11.5	5	11			12.25	12	12	6	12
				14.5		13		15		12		10.5	
22		14		34.25		43.25		43.5		14.75		50.25	
4		15		12		26		34		34.75		33.75	
		17		19		18.75		11		20.25		19.5	
		16.25		18.25		18		10.75		19.5		20.25	
36.5	21	86.25	24	161	27	155	13	180.25		178.25		189.25	
				17.5		6.5		5.75		12		6	
				9		7.5		3		9		35.5	
5		10.25		15		27.75		17					
				33.75		16.75		25.25		29		64.25	
				18		6.5		5.75		12		6	
6		4											
				17.5		15.5		18.25		24.5		16.25	
32.75		74		74		72.5		80.75		91		76.5	
				24.5		13.5				24.25		9.25	
						35.5		28.75		10.75		10.25	
15.5		12		25.5		22		21.5		24		29	
22		18.5		46.25		41		34.75		50		50.5	
9.75				4		9.5		11		11		10.75	
91		118.75		285		274.5		251.75		297.5		314.25	

6/30/2023	7/7/2023	7/14/2023	7/21/2023	7/28/2023	8/4/2023	8/11/2023	8/18/2023	8/25/2023	9/1/2023	9/8/2023	9/15/2023	9/22/2023	9/29/2023
17.5		18.25		15.75				17		16.75		19.25	
32	32	32	35	32	31	32	34	32	28	31	32	33	28
15	15.5	16	17.25	14.75	16.5	16.75	18	16	18	11	16	18	15
9	8	7.25	10	7	9.25	6.75	7.25	7.5	7.25	7.25	7.5	10.25	7.75
30.5		28	31	37.5		14	22	29	14		22	20.5	11
21	35.75	30.5	21.5	18.5	28.5	49	26.5	33.25	10.25	16	25.75	17	16.5
8.25	9.5	7.5	8.5	9.5	32.5	7.75	9.75	7.5	9.75	8.5	7.75	19.25	6
133.25	100.75	139.5	123.25	135	117.75	126.25	117.5	142.25	87.25	90.5	111	137.25	84.25
22.5		24.5		23.5		30		28.5		27		21	
	8	10											
26.5	27.5	13.5	34.25	17	32.5		37	6					
6	10	3.5	11	7	12	12.5	7.5	12	12	12	12.5		11.5
10		10.5		9.5		10		11.5		10.5		11	
49.25		48		49		50.25		32		55.75		42	
29.75		30		31.5		34.75		20.5		29		25	
16.75		14		21.25		26		29		13.25		18.75	
14.75		17.75		20.5		20.75		28		12.75		18.25	
175.5	45.5	171.75	45.25	179.25	44.5	184.25	44.5	167.5	12	160.25	12.5	136	
12.5		16		15.75		15.5		6.25		13.5			
14.25		20		21.75		10.75		13.75		13.75		14.25	
30		31		11.25		38.25		12.75					
				28		4.5		21.5		17.75		15.5	
22.5		46.75		43.75		5.25		38.75		49.25		42	
12.5		22.25		12.75		12.5		9.25		13.5			
18		71		37		10.25		10.5		50			
18.75				18.75		50.75		23.75					
81		72.25		71.5		76							
26.25		14.75		12				33		15.5			
3.75		12.75		5		17.5		11.5		21.25		19.5	
6.5													
30		24		24		24		32		32.5		18	
57.5		19.25		34.25		49.75		52.75		53.5		34	
7.5		6.5		6.5		7		6		3.5		10.5	
341		356.5		342.25		322		271.75		284		153.75	

10/6/2023	10/13/2023	10/20/2023	10/27/2023	11/3/2023	11/10/2023	11/17/2023	11/24/2023	12/1/2023	12/8/2023	12/15/2023	12/22/2023	12/29/2023
19.75		11.5		9		5.75						
28	32	32	28	32	31.5	24	32		24	24	24	15
16	15	12	11	12	10	17						
7.5		7.5	9.25	8	10.75	7	6.5					
12	12	10.5	9	9								
20.5	21	21.5		23			8					
5.5	9.5	11.75	10.25	7.75	10.5	11.5						
109.25	89.5	106.75	67.5	100.75	62.75	65.25	46.5		24	24	24	15
10		12.5		12				5				
5	5	6		5.5	5	4.5			4			
9				14.5				9				
31.5		38.25		33.75		15.5		11				
28		28		21.5		5		5				
17.25		15.75		16.5		4.5						
16.5		15		15.75		15.25		5.5				
117.25	5	115.5		119.5	5	44.75		35.5	4			
9.25				6.25								
12.75												
30.25		26.5		7.25								
9.25												
9.25												
34.25		20.5		6								
47.25		26.25		10.75								
		5										
152.25		78.25		30.25								



January 3, 2024

Mr. Jordan Emerick
President of Board of Park Commissioners
City Hall
Troy, Ohio 45373

RE: REAPPOINTMENT TO MIAMI SHORES GOLF COURSE ADVISORY BOARD

Dear Mr. Emerick:

I would appreciate the consent of the Board of Park Commissioners for the reappointment of the following members of the Miami Shores Golf Advisory Board;

Rick Szabo
2740 Executive Drive
Troy, Ohio 45373

Gary Weaver
1313 Skylark Drive
Troy, Ohio 45373

They are each willing to accept this reappointment. The term commenced immediately and expire on December 31, 2026.

It would be appreciated if you review and consider this request at the January meeting.

Sincerely,

Kyler Booher
Director of Golf

KB:arb



MetroNet is requesting to use the circled area in the picture to store about 20 to 25 cable service vaults and some bagged gravel. MetroNet states no equipment will be used, everything will be hand carried on and off the location. Metronet will provide any restoration and seeding necessary at the end of the project.





PLATFORM GROUP

Construction Plans Development Proposal

Troy City Skatepark Unite
Skatepark Design Services

Platform Group, LLC
4611 North Hale Avenue, Tampa, Florida 33614

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Hello Friends,

Thank you for this opportunity to present the qualifications of Platform Group. We are a full-service consulting and design/build agency that is made up of veterans in our Action Sports industry. Our group seeks to create amazing, one-of-a-kind custom skateparks.

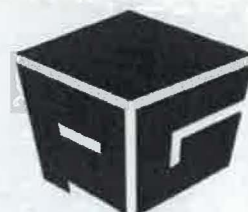
Platform Group is composed of myself, Byron Hubbard, Rob Meronek, and Ryan Clements. Ryan and Rob are globally-recognized, seasoned industry leaders. Myself and Byron are experts in all facets of design. As a team, we cover any and all of your skatepark needs, and are able to guide you from development to programming the entire life of your future park.

Please consider Platform Group as your go-to source to help envision and execute the entire project. We will concentrate on the identity of Tory to truly create a skatepark that is specifically tailored to your community. Our approach emphasizes working with our clients and partners to customize each and every park we develop. Our vision includes delivering a timeless, low-maintenance piece of functional art.

Platform's focus will be finding solutions to the challenges surrounding this particular project. We specialize in designing environments from formerly underutilized spaces, working creatively within grades, utilizing non-square/rectangular areas, and respecting the waterways and established transportation routes to help complement the landscape of the desired area.

We look forward to working closely with TCSU (Troy City Skate Unite) and the municipality directly to create a park that will enhance the quality of life for Tory's citizens and visitors alike.

**Tito Porrata
Platform Group
4611 North Hale Avenue
Tampa, Florida 33614
Tito@PlatformGroup43.com
407-529-9174**



Platform Is Different



Platform Group specializes in designing, building, and partnering with communities to create outdoor spaces, parks, and skateparks. We emphasize the creative problem-solving aspect of design and construction, recognizing that it's a process involving an understanding of the local community, establishing connections, introducing opportunities, and creating legacy with the end goal of elevating the quality of life. We've realized through skateboarding that all these characteristics are key to creating a successful outcome.

In addition to designing and building, we also provide support throughout the entire lifespan of the park. This includes organizing grand opening and follow-up events to generate annual excitement and engagement in the community. We also understand the importance of ongoing maintenance and support to ensure the park remains a vibrant and useful space for all visitors.

Our team's vision and knowledge of the big picture makes us the best fit for your project.

More About Us

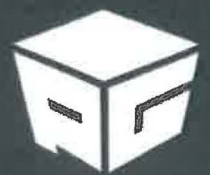


PLATFORM GROUP

Platform Group is one of three firms, all headquartered in Tampa, Florida that are deeply rooted in all aspects of the skateboarding industry.

- The Boardr was founded in 2013 and specializes in producing and executing top quality skateboarding events around the world.
- Excel Management was founded in 2013 and represents the best athletes in skateboarding. Clients include Thrasher Skaters of the Year Jamie Foy and Ishod Wair and legendary personalities Mark Gonzales and Nora Vasconcellos.
- Platform Group was founded in 2021 when design veteran Tito Porrata and Landscape Architect Byron Hubbard joined our team to continue designing and building world class parks, skateparks, and outdoor spaces.

Our Core Team



Byron: Project Lead and Landscape Architect



Byron Hubbard is an experienced and versatile professional. He is a Landscape Architect and skateboarder from St. Augustine, Florida. For the last 10+ years he has had extensive experience managing multiple project types, designing for different programs and needs, and working with different team colleagues, clients, and city staff members. Those projects include city and small-scale community park spaces, mid-high rise podium level amenity, resort amenity, assisted living and memory care community, and multi-family development design. When he's not searching for the best solution to your design challenges, Byron greatly appreciates a well-balanced life of health, traveling, and family. Byron started skateboarding in 1994, following in his older brother's footsteps, and fell in love with the sport, passion, and culture it embodies.



Tito: Lead Designer



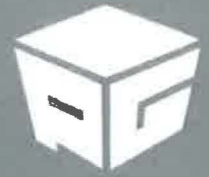
Tito discovered skateboarding in 1985 and has worked in the skateboarding industry for the majority of his professional life. He has experience in both retail and events, and is an expert in skateboarding culture. In 2001 Tito aligned his career to focus on skatepark design and construction. His expertise lies in municipal, private, and specialty structures and has been a part of building hundreds of skateparks. After two decades working for various companies, Tito founded Platform Group with Ryan Clements and Rob Meronek. His goal: create skatepark environments that not only function well, but also honor art and aesthetics, providing an inclusive and positive experience for the skateboarding community and beyond. Aside from skateboarding, Tito is passionate about his family, art, and food.

Notable project experience:

- Berthoud, CO - 2022 - 11,000sf
- Pensacola, FL - 2021 - 26,000sf
- Andong, South Korea - 2021 - 7,000sf
- Norman, OK - 2020 - 23,000sf
- Avondale, AZ - 2019 - 15,000sf
- Superior, CO - 2018 - 6,000sf
- Golden, CO - 2018 - 21,000sf
- Al Reem, Abu Dhabi, UAE - 2018 - 25,000sf
- Camp Woodward - Woodward, PA - 2017 - 14,000sf
- Charleston, SC - 2017 - 32,000sf
- Jacksonville Beach, FL - 2017 - 24,000sf
- Pueblo, CO - 2016 - 23,000sf
- Breckenridge, CO - 2014 - 16,000sf
- Lakeland, FL - 2013 - 24,000sf
- Virginia Beach, VA - 2012 - 20,000sf
- Arvada, CO - 2011 - 42,000sf
- Northglenn, CO - 2011 - 16,000sf
- Roxborough Park, CO - 2011 - 15,000sf
- Lafayette, CO - 2010 - 19,000sf
- Colorado Springs, CO - 2008 - 40,000sf
- Antwerp, Belgium - 2006 - 9,300sf



Ryan: Administration



Ryan Clements was put on this earth to ride skateboards and own businesses. His first entrepreneurial taste came in the form of a lawn service he started shortly after graduating high school.

In 1998, after figuring out he wasn't a lifer in the blue-collar world, Ryan sold that entity and got a job that would cater to his one true passion of skateboarding. As GM at Skatepark of Tampa, he helped grow SPoT to a world-renowned facility that runs the best amateur and professional contests in the industry. This led to him co-founding SPoT Productions in 2006, a company whose sole focus was producing skateboarding events on a global scale. It was also around this time that Ryan started investing in real estate and building an impressive portfolio of rental properties.

Upon his departure from the SPoT businesses in 2013, Ryan's complete focus turned to Excel Management, a company he co-founded in 2010 to provide financial services to some of the biggest names in skateboarding. With a client list that contains names like Mark Gonzales, Ishod Wair, and Nora Vasconcellos, it's no surprise that Excel has become the go-to agency for contract negotiations and the cultivation of credible skateboarding careers.

Although Excel was flourishing, Ryan still had the itch to run events, so after a reunion with former SPoT colleagues Rob Meronek and Jorge Angel, The Boardr was founded. Since its inception in 2013, The Boardr has become pinnacle in the skateboard event/contest realm.

The crazy thing is, he wasn't done. In 2021, along with Tito Porrata, The Platform Group was created to offer cities and municipalities a more modern approach to skatepark design and construction.

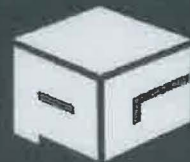
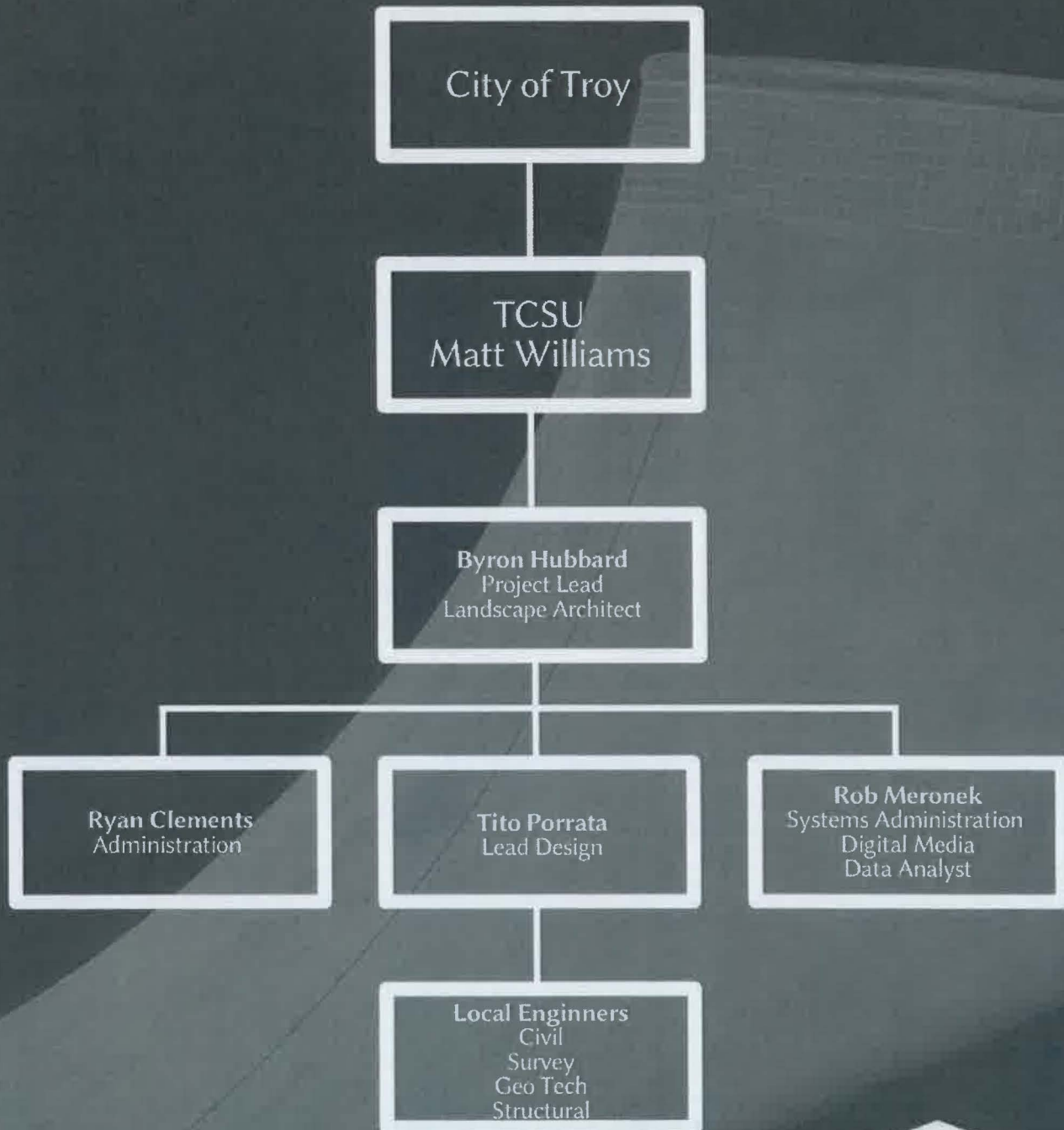
In 2023, Ryan's dedication and contributions to skateboarding earned him an induction into the Florida Skateboard Hall of Fame. When he's not traveling the world on his beloved Delta Airlines, Ryan likes to spend time at home with his wife and two daughters, while skating his "Dream Driveway" and constructing insane ice cream sundaes.

Rob: Media and Data Admin

Rob Meronek is a software engineer, Certified Public Accountant, and photographer with over 25 years invested into skateboarding. He was born in the Philippines, and started skating in upstate New York, where skateboarding went from childhood toy to lifelong dream. He started working at Skatepark of Tampa in 2001. He wrote their custom POS system and on-line retail store, one of the first live inventory websites in the industry at the time. After parting ways with SPoT in 2013, he joined back up with Ryan Clements to create The Boardr, a new agency with a new vision and approach to how skateboarding events are organized and run. With that came the development of "The Boardr Live," an innovative scoring app that is now used by event organizers around the world to handle every task necessary in running a proper skateboard contest.

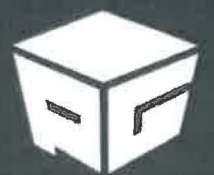


Org Chart

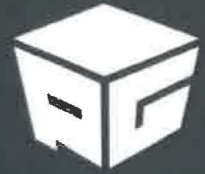


PLATFORM GROUP

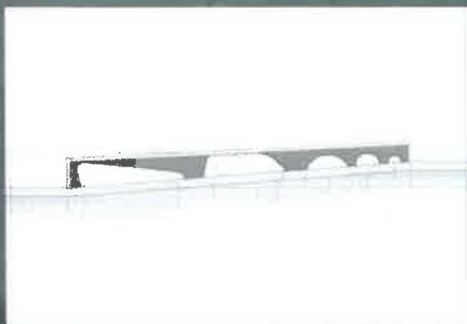
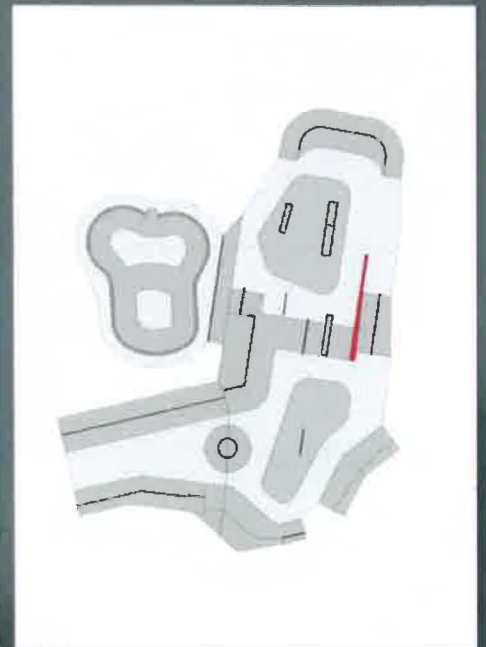
Our Work

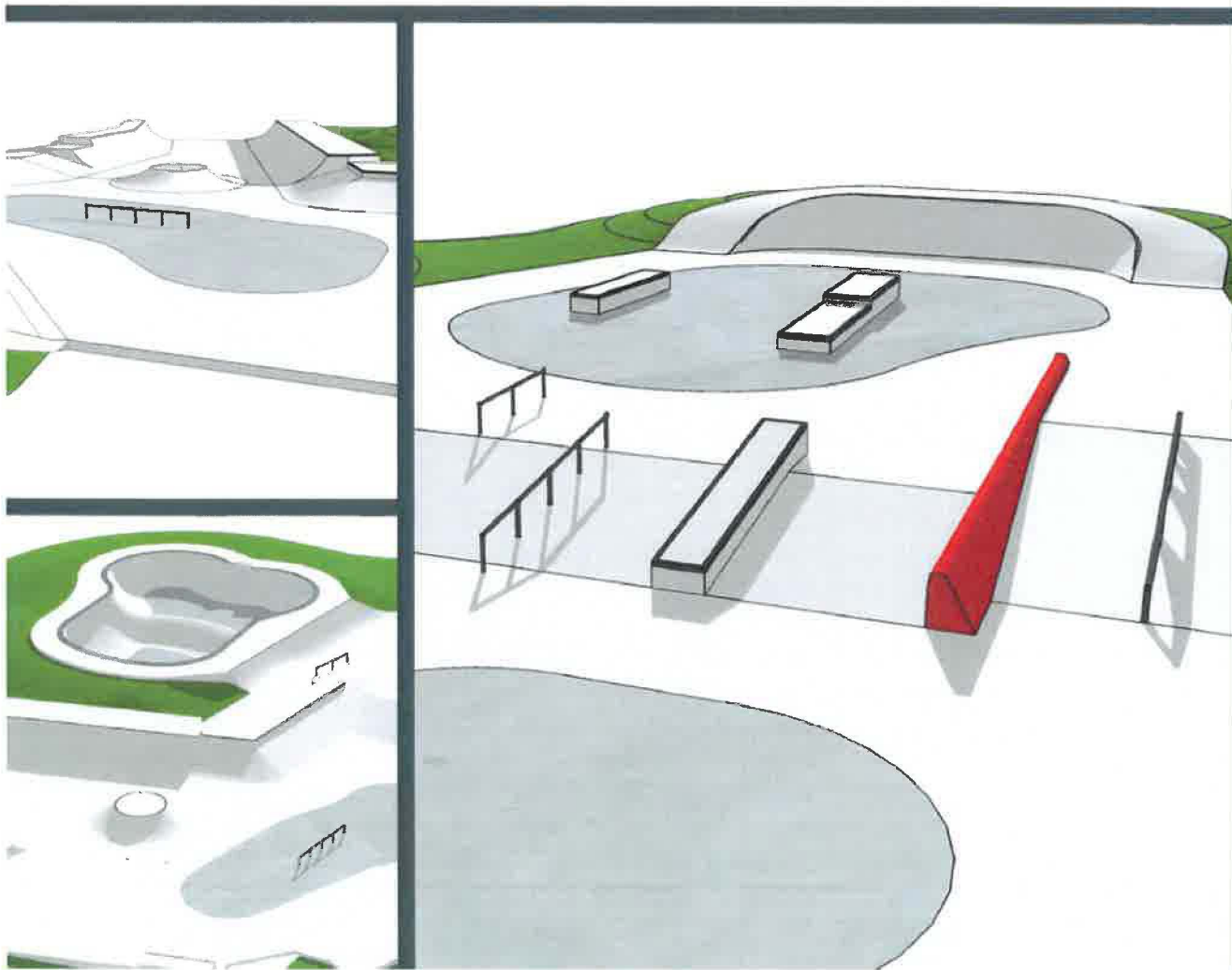


Customer: Lafayette, Louisiana

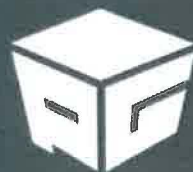


- Project Name: Thomas Park Skatepark
- Award Amount: \$535,000
- Design Fee Amount: \$15,000
- Project Year: 2022/2023
- Project Reference: Architects Beazley Moliere
- Construction Duration: 16 weeks
- Project Details:
 - Lafayette had already been working for a long time to get a skatepark. The locals, with a long history and deep knowledge of skateboarding, knew they needed to get Platform Group involved to have it done right. Platform provided specialty skatepark design, community input, and construction documents in collaboration with a local architect.





Lafayette, Louisiana



Customer: Orangeburg, South Carolina

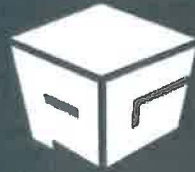


- Project Name: Orangeburg Skatepark
- Award Amount: Approx. \$1.2mil
- Design Fee Amount: \$40,000
- Project Year: 2023/2024
- Project Reference: City of Orangeburg
- Construction Duration: TBD (currently under design)
- Project Details:
 - Working with local qualified build partners and in coordination with the city of Orangeburg, we are contracted to develop the full park master plan for this South Carolina community known as “The Garden City.” We’re working to design a park that includes nods to the city’s theme and history, starting from a raw and empty canvas that currently is just a golf course and boat ramp. Working with sensitive FEMA flood plains and navigating that delicate environment fit well within our custom approach for this design. We’re looking forward to creating an epic park that includes modern youth programming and amenities.





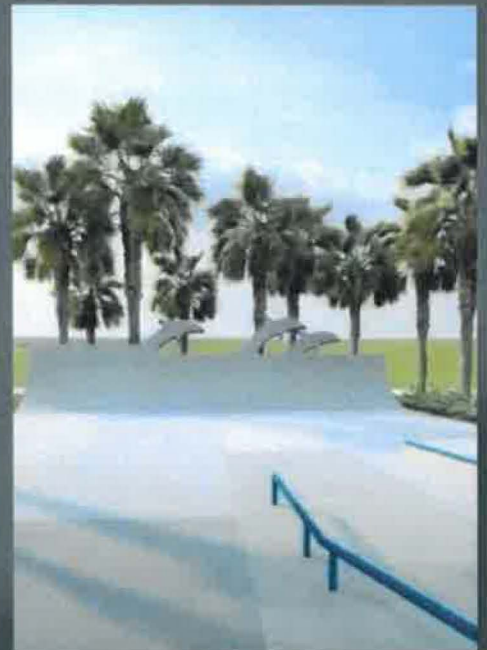
Orangeburg, South Carolina



Customer: Marathon, Florida



- Project Name: Marathon Skatepark
- Award Amount: Approx. \$1.5mil
- Design Fee Amount: \$40,000
- Project Year: 2023/2024
- Project Reference: City of Marathon
- Construction Duration: TBD (currently under design)
- Project Details:
 - An affiliate of Platform was visiting Marathon when he met the local skateboarders. They expressed interest in a skatepark and a connection was made to Platform. We are currently designing the southernmost concrete skatepark in the continental US, located in the middle of the Florida Keys. The design features a unique, 450' long street course, along with a mini-ramp, bowl, and pump track.





Marathon, Florida



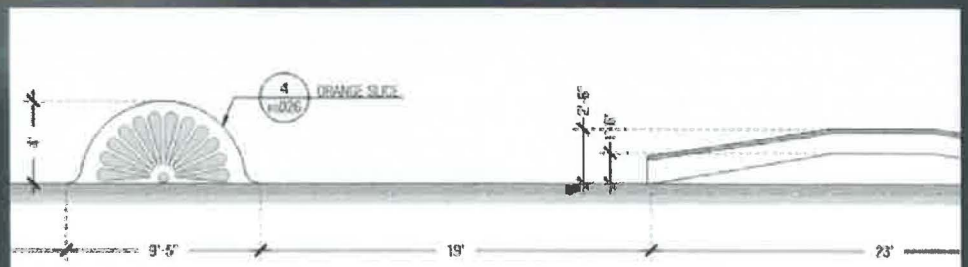
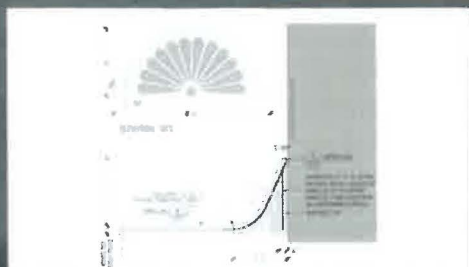
Customer: Santa Ana, California



- Project Name: Santa Ana Downtown Skatespot
- Award Amount: \$180,000
- Design Fee Amount: \$15,000
- Project Year: 2023/2024
- Project Reference: East End Realty Partners I LP
- Construction Duration: 6 weeks

- Project Details:

- Our friends at Front Rock Concrete, run by former pro skateboarder, Kyle Berard, got one of their first municipal park jobs and approached us to become a build partner. Front Rock needed our assistance to design a skate spot within a challenging space in downtown Santa Ana. But this one was also in the shadows of one of the City's many collections of cherished murals. Our design respects the existing art, while also fitting into the parameters of this unique space.





Santa Ana, California





Notable Projects by Tito

Montauk, New York

Lars Simenson Skatepark

Montauk Skatepark Coalition

Contact: John Britton, 917-319-2482

Synopsis:

- The town of East Hampton, NY had a legendary Andy Kessler-designed skatepark that was constructed in 1998. The town had a coalition of veteran surfers/skaters in charge of the skatepark's vision. They invited a handful of companies to propose their ideas of the park with a challenge to maintain the history of the original park, and also work with the coalition as they fundraised to an unknown amount. Tito Porrata, working with Pivot Custom at the time, was selected as the main designer of the skatepark.





Notable Projects by Tito

Miami, Florida

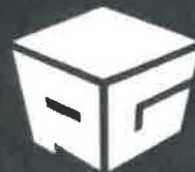
Lot 11 Skatepark

Contact: Nick Katz (phone upon request)

Synopsis:

- Lot 11 is being referred to as one of the best skateparks in the world! We worked to design the 43,000sf skatepark under Interstate 95 to transform an underutilized parking lot operated by the Miami Parking Authority. The project was funded by the MPA and donations gathered by SkateFree.org. The design included using basalt reinforcement (non-steel sustainable product) in 95% of the park. Additional unique materials used included Geofoam, recycled concrete, and recycled asphalt as sub-base to minimize material export and import during construction.





Notable Projects by Tito

Naperville, Illinois

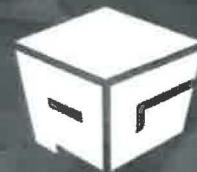
Frontier Park Skate Facility Naperville, Illinois

Synopsis:

- While working with Pivot Custom, Platform Lead Designer, Tito, was tasked to create a concrete center piece for Frontier Park that includes multiple, unique street-inspired features. The complementary obstacle includes a City logo developed into a real life skate-able art feature. The blended design can be ridden in any direction and will keep stakeholders engaged for years to come. .



Our Project Approach



From master planning to the cutting of the ribbon, you can count on Platform Group.

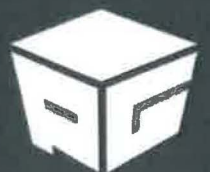
As partners, we will concentrate on the identity of the regional area, address specific problems, and create solutions specifically tailored to the community with a special focus from our experience in skateboarding. Our approach emphasizes working with our clients and partners to customize each and every park, skatepark, or outdoor space we develop. The vision, passion, and diversity of our team will bring different perspectives and experiences to the table ensuring a timeless, low-maintenance space seamlessly blending functionality and artistic beauty.

Platform's focus will be to identify the needs and challenges faced by the community. We believe in engaging the community, local residents, and leaders, which is the most influential part of the process. We conceptualize solutions by brainstorming with the team and all involved. We consider safety, accessibility, inclusivity, and sustainability in all designs. It's collaborative, conversational, and creates lasting relationships based on trust and mutual respect.

Project Timeline

Platform proposes the construction timeline below for the skatepark site.

- Final Design Phase
 - 60% Construction Documents & Cost Assumptions
 - Review
 - 90% Construction Documents & Cost Assumptions
 - Review
 - 100% Construction Documents & Cost Assumptions
- (8-10 weeks)
 - 4 weeks
 - 1 week
 - 2 weeks
 - 1 week
 - 2 weeks



Proposed Costs

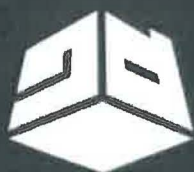
Skatepark Construction Documents at 30/60/90% review*

- \$12,000

*Construction Documents only includes the skate features and immediate connections.

Not included: Engineering stamp, lighting, amenities, and MEP services.





Letters of Recommendation

VICKSTROM ENGINEERING SERVICES, INC.

505 20TH AVENUE NE, ST. PETERSBURG, FLORIDA 33704
O (727) 894-0404 • M (813) 426-5267

June 15, 2022

To Whom It May Concern

RE: Juan (Tito) Porrata

I have worked with Tito Porrata for over 15 years on the design & construction of dozens of skate parks throughout the US. For all of these projects, he provided design development concepts, and 3D renderings for the client & public meetings. He conducted public meetings to obtain input on these designs and always listened to input he received. Following these meetings, the final designs would be tweaked, and my work would involve creating final construction documents for local permitting.

Tito has always shown his passion for his work and is a top professional in the field of skate park design. I have seen him develop many cutting-edge designs to adapt to whatever the site conditions allowed. His work is innovative and original.

It is rare in my industry to work with a professional that is both creative and practical, while understanding the needs of the skating client. He can create a fun design while understanding budget limitations and construction costs.

Sincerely,
VICKSTROM ENGINEERING SERVICES, INC.



Daniel M. Vickstrom, P.E.





June 13, 2022

Re: Tito Porrata Letter of Recommendation

To whom it may concern:

Juan "Tito" Porrata has been a professional collaborator of mine since 2012 when we designed the Lakeland Skate Park together. Since that time, we have continued to design and team together on skate park and pump track designs and have also become friends.

As a designer and experienced skater, Tito brings his expertise of the skating industry and design creativity to each project in a flexible manner which is inclusive of other design team members. He is always open to innovative or "different" ideas that, with his design influence will typically yield a unique design solution. Tito is the individual you want with you at a design charrette to lead the public involvement, build the trust with the local skaters and, after the design charrette, quickly delivering 3D study models depicting ideas developed during the charrette.

The design industry thrives on passion and Tito brings it on, each and every time with his enthusiasm and can-do nature. I continue to seek opportunities to work with him because it is an enjoyable experience and he's a fun person to be with.

Best Regards,

Catalyst Design Group

A handwritten signature in blue ink, appearing to read 'Bruce C. Hall'.

Bruce C. Hall, PLA, ASLA
Principal Landscape Architect



John Britton
President
Montauk Skatepark Coalition Inc.
18 Deforest Road
Montauk, NY 10003
(917) 319-2482
jbritton07@mac.com

June 14, 2022

To Whom It May Concern,

I am the president of the Montauk Skatepark Coalition, Inc, a 501(c)3 nonprofit that spearheaded the renovation of the Montauk skatepark in 2021-22. The Montauk Skatepark Coalition raised \$1.7 million to renovate an existing skatepark designed by Andy Kessler (a founder of Zoo York and one of the most influential skateboarders in New York in the 1970s and 80s). Because of the park's heritage and legacy, this renovation mattered a great deal to the Montauk, East Hampton and New York skate communities. As a coalition, we undertook an extensive search for skatepark designers and chose Tito Porrata over many other world class designers.

I cannot speak highly enough about our experience with Tito. He brought a passion, care and professionalism that we would not have found with other designers. It is not an exaggeration to say that Tito went above and beyond to ensure that our project got the highest level of attention and design skill possible. Tito organized a community day in which he traveled to the park to hear the input from a large contingent of the community and then conducted a survey to make sure all priorities were enumerated consistent with budgetary constraints. Everyone felt heard and this tremendously benefited the skate community buy-in for the renovation design. Tito's work continued into the build phase, iterating new design options as he helped work with the construction team and facilitated the build process.

I can't recommend Tito enough. I am confident that he will not only produce an excellent design and vision, but that he will imbue any project with the positive energy so crucial to a positive outcome.

I am happy to discuss aspects of our project further.

Sincerely,

John Britton





L. K. McLean Associates, P.C.

❖ 437 South Country Road • Brookhaven • New York • 11719
❖ 25 Newbridge Road • Suite 212 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314
<https://www.lkma.com>

RAYMOND G. DiBIASE, P.E., PTOE, PTP, PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

CHRISTOPHER F. DWYER
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLIKA, LEED AP
KEITH J. MASSERIA, P.E.
VINCENT A. CORRADO, P.E.
TAMARA L. STILLMAN, P.L.S.

June 14, 2022

Subject: *Tito Porrata, Platform Group*

To Whom It May Concern:

We are a civil engineering firm with over 80 employees, specializing in municipal work. Since 1950, we have provided consulting services, including engineering and architectural services, to local Towns, Villages, both Long Island Counties and New York State. As an Associate and Project Manager at L. K. McLean Associates, P. C., I have had the pleasure of working with Tito Porrata of the Platform Group on an important +/- 20,000 concrete skatepark improvement project in Montauk, NY.

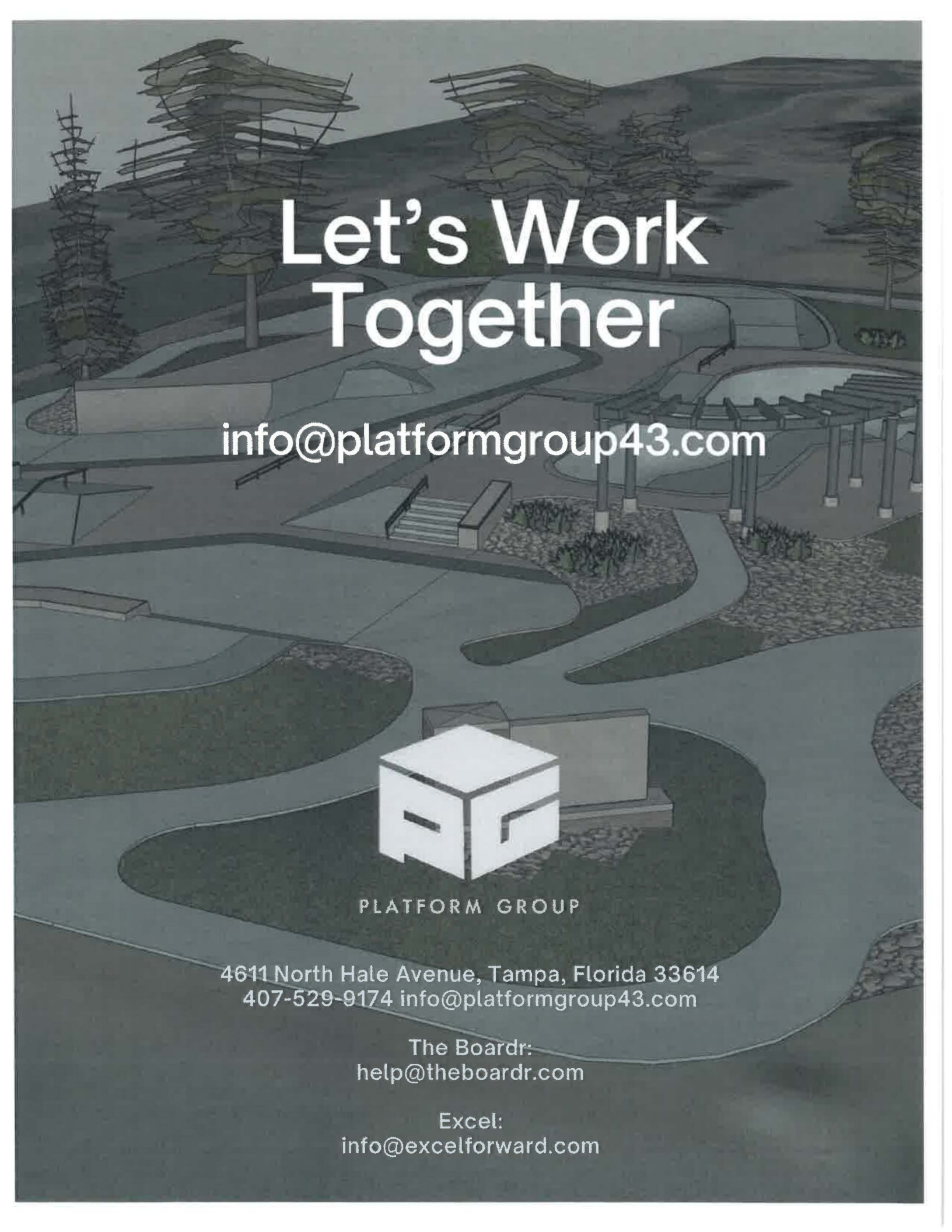
In early 2021, my office teamed with Tito on a major renovation and expansion of a concrete skatepark on the east end of Long Island. Tito's creativity and intimate knowledge of how to create a world class skatepark was apparent from the beginning. Tito led the effort to involve the local community by hosting design charrettes and creating online surveys so that the community felt a part of the process and their voices heard. Tito worked closely with my office to provide a complete set of bid documents. Tito was (and is) always available to ensure that the project continues to move forward. The Montauk Skatepark is now nearing completion (estimated July 2022) and everyone involved has been impressed by his professionalism and service.

Do not hesitate to contact me if you need further information.

Very truly yours,

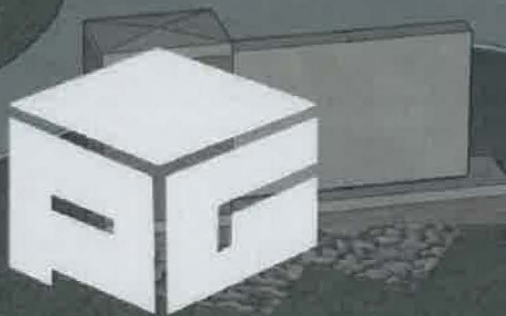
Matthew C. Jedlicka, LEED AP
Associate
mjedlicka@lkma.com





Let's Work Together

info@platformgroup43.com



PLATFORM GROUP

4611 North Hale Avenue, Tampa, Florida 33614
407-529-9174 info@platformgroup43.com

The Boardr:
help@theboardr.com

Excel:
info@excelforward.com



ENGINEERING & ENVIRONMENTAL SERVICES

P.O. Box 51

Dayton, Ohio 45401-0051

P. 937.236.8805 F. 937.233.2016

www.bowser-morner.com

November 6, 2023

Troy City Skatepark Unite, Inc.
522 South Market Street
Troy, Ohio 45373

Attention: Mr. William Lutz

Re: Quotation No. 23-2771-110, Engineering
Proposal for Soil Study, Proposed
Skatepark, North Ridge Avenue, Troy, Ohio

Dear Mr. Lutz:

As you requested, our proposal to perform a soil study for the above project is described below.
Thank you for the opportunity to submit this quotation.

PROJECT CHARACTERISTICS

We understand that you propose to construct a new skatepark off North Ridge Avenue in Troy, Ohio. An existing skatepark is currently located at this site. However, the proposed skatepark will be much larger than the existing and will extend north to the bike path. The proposed site is approximately 3 acres.

We understand that the proposed skatepark will consist of a 6-inch-thick slab over approximately 4-inch-thick crushed aggregate base. The entire slab consist of one complete rebar mesh and will be cold jointed with control saw cuts. The purpose of this study is to determine the subgrade soil conditions and groundwater levels at the site for the design and construction considerations of the skatepark.

FIELD AND LABORATORY STUDIES

Based on the above information, five borings will be made to evaluate the soil conditions. We estimate that each boring will be about 15 feet deep.

Access (permission) to the site will be your responsibility. You understand that due to the size and weight of subsurface exploration equipment and vehicles some damage to landscaped areas, crops and weak pavements is unavoidable. Except in the case of Bowser-Morner's gross negligence, Bowser-Morner shall have no liability for such damage or its repair. If you desire, after the field work is complete, Bowser-Morner will provide you with a cost estimate for any landscape or pavement repair. If a bulldozer or tow truck is required for us to reach or leave the

Civil & Geotechnical
Engineering

Environmental
Consulting

Construction QA/QC &
Special Inspections

Analytical, Construction Materials &
Geotechnical Laboratories

Dayton, OH • Toledo, OH • Springfield, IL

boring locations, we will contract for that work. The cost of the bulldozer or tow truck service plus 15% will be billed to you.

Bowser-Morner will avoid making subsurface penetrations in any areas where underground utilities or structures exist and such underground utilities and structures are properly identified and located. We will notify the Ohio Utilities Protection Service (OUPS) of our intent to perform subsurface investigations on the site. You understand that OUPS participants and non-participating utilities are not required to identify and locate underground utilities on private property that is not part of that utility's easement. Consequently you agree to identify, either in the field or on accurate drawings, all underground utilities and structures on the site that are not within a legally recognized utility easement. Bowser-Morner shall have no liability for damage to or repair of any unidentified or mislocated underground utilities or structures. In the event of damage to unidentified or mislocated underground utilities or structures, we can, if you desire, contract with others to repair the damage and add that cost to our fee.

Standard penetration samples will be taken at 2.5-foot intervals for the first 10 feet and at 5-foot intervals thereafter. The laboratory analyses will be performed in accordance with items outlined in Attachment A.

REPORT AND LABORATORY STUDIES

The program is intended to provide the architect/engineer with geotechnical design parameters to be implemented by others into foundation design plans and specifications. The engineering report will include:

1. A discussion of the field work and laboratory testing performed for the study.
2. A description of the proposed project as we understand it.
3. A discussion of the subsurface conditions and groundwater levels beneath the project site as disclosed by the test borings.
4. Recommendations on the preparation of the subgrade soil to support the proposed skatepark pavement and other pertinent issues.
5. An evaluation of construction dewatering problems, if necessary, that are anticipated in conjunction with site preparation and other excavations.
6. Specifications on the earth-related aspects of the project (which will include clearing and grading).
7. Logs of each test boring performed for the study, which will include standard penetration test results, borehole surface elevations, and the depths at which free ground water is encountered.
8. The results of the laboratory soil tests.
9. A vicinity map and boring location plan showing the general arrangement of the project site and the locations of the boreholes.

QUALIFICATIONS

In addition to the services outlined in this proposal, it is important to recognize services that are not included in the above scope of work. The following services are not included in this proposal:

- Provide recommendations on the design of any building and/or structural foundations.
- Design of pavement sections or retaining walls.
- Preparation of bid documents or construction cost estimates.
- Evaluation of this or adjacent properties with regard to environmental- or wetlands-related issues. (If an environmental or wetlands study is required, Bowser-Morner would be pleased to provide an additional proposal.)
- Design plan review.
- Construction observation and field testing services.

To reduce the possibility that the recommendations of our geotechnical report are improperly interpreted, we recommend that Bowser-Morner be retained after the completion of this work to review the design plan.

We also recommend that Bowser-Morner be retained to provide construction observation and testing services. Regardless of the thoroughness of a subsurface exploration, the actual soil and groundwater conditions encountered during construction may vary from those encountered in the borings. Nothing can be done to prevent unanticipated soil conditions, but steps can be taken to reduce their effects. One of the most important steps is to retain the geotechnical engineering firm of record to provide construction monitoring and field testing. If Bowser-Morner is not retained to provide these services, we cannot be liable for misinterpretation of our recommendations or construction-related problems.

INFORMATION REQUIREMENTS

We expect to be provided with copies of any information you have concerning the site that may be pertinent to our study. Such information includes, but is not limited to: previous subsurface investigation reports, current and historic topographic maps or aerial photographs, reports and test results on any fill materials placed on the site, locations and depths of buried utilities or structures, locations and design loads of intended construction.

We will rely on any information you provide; however, this proposal does not include research to establish the accuracy or completeness of provided information. We will return any documents you provide if requested to do so.

SCHEDULE, COST, AND PAYMENT

The report should be issued within four weeks after the completion of the field work and after all required documents such as prints and plans have been received from the client. The cost of this soil study for the scope of work outlined on Attachment "A" will be **\$5,700.00**. This cost does not include fees for any bulldozer or tow truck service if needed. The subsurface conditions at the site may be a governing factor in determining the final cost. Extra work performed beyond the



scope defined on Attachment "A" will, upon the client's approval, be invoiced at the unit prices agreed upon at the time of client approval.

It should be noted that this quotation, and all of the pertinent project information in it, expires 90 days from the date of this document. Subsequent to this time period, Bowser-Morner reserves the right to review and, if necessary, revise the scope of work, costs, scheduling, or other associated items.

The work included in this proposal ends with the submission of the report. Specific items not included in this cost are: meetings or site visits, interface and implementation of the report with the designer into design plans and specifications, follow-up after our report submission, or revisions due to design changes. These will be invoiced separately after they are authorized.

Payment will be required within 30 days after the date of the invoice. Please let us know if this will present a problem.

AUTHORIZATION

This quotation is an offer by Bowser-Morner to provide the services described at the price(s) quoted herein. This offer is valid for ninety (90) days and expressly includes the terms and conditions in the attached "Proposal Acceptance Sheet". Our offer may be accepted in any manner you deem expedient including, but not limited to: signing and returning a copy of the "Proposal Acceptance Sheet"; sending to Bowser-Morner any written correspondence that refers to the services and/or the prices quoted and authorizes us to commence with the services; orally authorizing us to commence with the services; acceptance of, or reliance on, any reports of the services that we issue. Any of the preceding actions on your part shall be deemed acceptance. We understand that your business processes may require you to issue purchase orders or other standard forms that facilitate payment of our invoices. Any terms in such forms that purport to modify, alter, supplement, change or supersede the terms and conditions of this offer are hereby rejected. For first-time clients, a credit application form is also included. Please note that before Bowser-Morner can proceed with the work, the completed credit application form must be returned to and approved by us. You may also pre-pay **\$5,700.00** to perform the study instead of completing the credit application. The prepayment can be made with a VISA or a MasterCard.



We trust that this proposal meets with your approval and look forward to working with you on this project. If you have any questions, or if we can help you in any way, please call me at (937) 236-8805, extension 283.

Sincerely,

BOWSER-MORNER, INC.



Chris R. Ryan, MSCE, P.E.
Sr. Geotechnical Engineer

CRR/an

1-Addressee

3-File

Attachments: Two Acceptance Sheets
Credit Application Form



Attachment A

Client: Troy City Skatepark Unite, Inc.
 Project: Skatepark, North Ridge Avenue, Troy, Ohio

Date: November 6, 2023
 Quotation No. 23-2771-110

Field Work				
Work Scope Description	Unit	Quantity		
Number of Borings (Set up)	Each	5		
Total Feet of Boring	Feet	75		
Standard Penetration Test	Each	25		
Shelby Tube	Each	0		
Stake Borings & Elevations	Lump Sum	1		
Mobilization	Lump Sum	1		
NW Rock Core	Feet	0		
Traffic Control	Man-Hour	0		
Clear Utilities	Hour	1		
Other		0		
Laboratory Analysis				
Moisture Content Determination	Each	15		
Unified Classification Test	Each	0		
Atterberg Limits Test Only	Each Set	2		
Unconfined Compression Test	Each	0		
Consolidation Test	Each	0		
Proctor Test	Each	0		
CBR Test	Each	0		
Other		0		
Engineering Services				
Soil Report	Lump Sum	1		
Extra Work Units:				
Chief Engineer	Hour			
Senior Engineer II	Hour			
Engineer I	Hour			
Technical Writer	Hour			
Drafter	Hour			
Word Processor	Hour			
Subtotals				
	TOTAL			\$5,700.00



PROPOSAL ACCEPTANCE SHEET

PROPOSAL NUMBER AND DATE Quotation No. 23-2771-110; November 6, 2023

PROJECT NAME AND LOCATION Engineering Proposal for Soil Study, Proposed Skatepark, North Ridge Avenue, Troy, Ohio

CLIENT IDENTITY:

COMPANY NAME Troy City Skatepark Unite, Inc.

STREET OR P.O. ADDRESS 522 South Market Street

CITY Troy

STATE Ohio

ZIP 45373

ACCEPTANCE - The Proposal referenced above, including the terms and conditions on this and the reverse side hereof are hereby accepted.

X

Signature of Authorized Representative of CLIENT _____ Printed Name _____

Date _____

TERMS AND CONDITIONS

1. **Performance** - In performing the services specified by the statement of work in the technical proposal, BOWSER-MORNER will use that degree of care and skill ordinarily exercised by independent testing laboratories and professional engineers in performing the same or similar services under similar circumstances. **THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS ALSO EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF BOWSER-MORNER, WHETHER IN CONTRACT, TORT OR OTHERWISE. BOWSER-MORNER NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SERVICES AND THE REPORTS WHICH IT RENDERS HEREUNDER.**

2. **Payment** - All invoices from Bowser-Morner are due and payable within 30 days from the date of invoice. All past-due invoices will be charged a service fee at an interest rate of 1 1/2 percent per month, or a service fee that is permitted by law, if lesser. Failure of the CLIENT to pay BOWSER-MORNER within the thirty days after date-of-invoice shall be sufficient basis for BOWSER-MORNER to stop all work on the project without being liable for delay of performance or breach of this contract.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved.

Discovery of the release of regulated hazardous substance on the site under investigation shall in no way release the CLIENT's obligation to pay for services rendered by BOWSER-MORNER under this agreement.

Further, failure of the CLIENT to secure a permit or complete a business transaction for any reason, including but not limited to unfavorable site conditions (such as: presence of hazardous materials, or any other influencing factors beyond BOWSER-MORNER's control) discovered by BOWSER-MORNER during the execution of the scope-of-work presented in the technical proposal shall in no way remove the CLIENT's obligation to pay BOWSER-MORNER for services rendered.

3. **Right to Access** - Unless otherwise agreed in writing, the CLIENT will furnish BOWSER-MORNER with a right-of-entry to the site in order to perform the services specified herein. If the CLIENT is not the owner of the property, then it is the CLIENT's responsibility to secure the right-of-way-entry to the site from the owner. The CLIENT, by furnishing right-of-entry to the site, recognizes and understands the risk of site damage due to the size and weight of equipment and vehicles. BOWSER-MORNER shall take reasonable precautions to minimize damage to the site due to its operations, however, BOWSER-MORNER shall not be liable for any damages to the job site or the cost of restoration of any damage resulting from its operations, provided that it conducts its operations in accordance with the standard of care stated in Section 1 herein. If the CLIENT desires, BOWSER-MORNER will restore any damage to the site and add the cost of restoration to the fee.

4. Job-Site

(a) CLIENT will, before work is scheduled to begin, furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions as are needed by BOWSER-MORNER, including without limitation the location of all underground utility lines and structures. In addition, CLIENT shall furnish or cause to be furnished to BOWSER-MORNER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous substances as defined under CERCLA (42 U.S.C. SS 9601 et seq.) and petroleum products at, on or under the site. Failure of the CLIENT to provide this information at project start-up will be sufficient basis to stop all work on the project without being liable for delay of performance or breach of this contract.

(b) BOWSER-MORNER shall be responsible for the actions of its employees and sub-contractors and their employees on the Job-Site, but shall not be responsible for the actions of the CLIENT or other contractors or subcontractors of the CLIENT on the project, including overall job-site safety.

(c) BOWSER-MORNER shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, and/or mislocated utilities, and CLIENT agrees to indemnify BOWSER-MORNER from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom. In the event of damaged utilities, BOWSER-MORNER will attempt to effect a repair in order to re-establish service as soon as possible. The cost of these repairs will then be paid by the CLIENT.

(d) The CLIENT agrees that the discovery of unanticipated hazardous substances at the job site may make it necessary for BOWSER-MORNER to take immediate measures to protect health and safety. BOWSER-MORNER agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. If BOWSER-MORNER judges that measures are justified to preserve and protect the health and safety of BOWSER-MORNER's personnel and the public then the CLIENT authorizes BOWSER-

MORNER to implement these measures. CLIENT agrees to compensate BOWSER-MORNER for the additional cost of working to protect employees' and the public's health and safety.

5. **Additional Services** - The engineering services outlined in the scope-of-work in the technical proposal are based upon preliminary discussions and information supplied by the CLIENT. If, during the performance of this agreement, BOWSER-MORNER discovers the presence of unexpected hazardous waste and it is deemed that additional services are required beyond the defined scope-of-work presented in the attached technical proposal, BOWSER-MORNER will make a reasonable effort to notify the CLIENT that a change in the scope-of-work is necessary. If a representative of the CLIENT is available on the job site, the representative will be notified of the need for additional services. Work will progress when authorized by the CLIENT or his authorized representative. It is understood that the CLIENT's field representative has the authority to authorize additional quantities and services beyond that specified in the scope-of-work presented in the technical proposal. Authorization to proceed will be evidenced by the CLIENT's field representative signing BOWSER-MORNER's field report and/or issuing a change order notice.

If the CLIENT does not have a representative at the job site, it is understood that the CLIENT will pay for all "stand-by" time incurred by BOWSER-MORNER while waiting for an authorization to proceed. In such an instance, the CLIENT may provide an oral authorization to proceed.

The CLIENT, by agreeing to the change, also recognizes that the estimated costs or quoted figures may also change and expressly authorizes BOWSER-MORNER to adjust the contract price accordingly.

6. **Responsibility for Job-Site Decisions** - The CLIENT agrees to furnish to BOWSER-MORNER all documentation necessary to conduct the geotechnical engineering services specified in the scope-of-work. BOWSER-MORNER reserves the right to make all job-site decisions as related to specific location of test borings, the depths thereof, the depth of all soil sampling intervals, hole grouting procedures, disposal of cuttings, decontamination procedures for drilling and soil sampling tools, the determination of which borings will become monitoring wells, etc., unless otherwise directed in writing by the CLIENT or an authorized agent of the CLIENT. If the CLIENT directs BOWSER-MORNER'S geotechnical subsurface investigations, then BOWSER-MORNER will not be responsible for any liability with respect to damages resulting from the CLIENT'S decisions, including contamination or adverse effects on the environment, unless those damages were caused by the failure of BOWSER-MORNER to follow instructions from the authorized agent of the CLIENT or by failure of BOWSER-MORNER to conduct its operation in accordance with the terms and conditions of this agreement.

7. **Delay in Performance** - BOWSER-MORNER shall perform its work under this Contract in a diligent manner within the estimated time limits specified; however, BOWSER-MORNER shall not be liable for failure or delay in performance of its services due to acts of God, labor disputes or shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any causes beyond its reasonable control, including failure of the CLIENT to pay for BOWSER-MORNER'S services within 30 days from date of invoice.

8. **Objections to Performance** - Any objections by CLIENT regarding the performance by BOWSER-MORNER of services under this Contract shall be made promptly in writing and BOWSER-MORNER shall be given an opportunity to investigate such objections before the alteration of the job-site conditions or disposal of test samples or specimens. If both BOWSER-MORNER and the CLIENT agree that BOWSER-MORNER is not at fault, then the CLIENT agrees to pay for all services performed by BOWSER-MORNER during the investigation. If the CLIENT disagrees with the results of BOWSER-MORNER'S investigation, then the dispute shall be resolved through mediation as described in Section 18 herein.

9. **Disposal of Samples** - All test samples acquired by BOWSER-MORNER in the performance of this contract are the property of the CLIENT. BOWSER-MORNER will dispose of test samples or specimens (or return them to the CLIENT if requested in writing) within 30 days after the conduct of tests, subject to the following:

(a) Upon the written request of the CLIENT, BOWSER-MORNER will retain test samples or specimens for a period longer than thirty (30) days with a storage fee to be paid by CLIENT. BOWSER-MORNER assumes no liability for samples or specimens lost while in storage.

(b) If it is determined that the samples contain a previously unknown toxic substance representing a threat to the health and safety of BOWSER-MORNER personnel, then BOWSER-MORNER will, at its own discretion, immediately return the samples to the CLIENT.

(c) It is agreed that BOWSER-MORNER is not, and has no liability or responsibility as a handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances. In the event that any samples or specimens would be deemed hazardous or toxic under State, Federal or

local laws, BOWSER-MORNER, will at the expense of CLIENT (i) return the samples or specimens to the CLIENT; or (ii) using a manifest signed by the CLIENT as generator, have the samples transported to a location selected by the CLIENT. The CLIENT will select and/or approve the transporter and disposer and pay for all these services.

10. **Contaminated Equipment** - All laboratory and field equipment contaminated in performing BOWSER-MORNER services will be cleaned at the CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. All such equipment shall be delivered to CLIENT or disposed of in a manner similar to that indicated for hazardous samples. CLIENT agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

11. **Deliverables** - BOWSER-MORNER will provide CLIENT with a written report ("Report") in connection with the services performed. The Report will present such findings and conclusions with respect to the presence or absence of hazardous materials at the job-site as BOWSER-MORNER may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BOWSER-MORNER's observations made in the performance of the scope-of-work and any additional services that may be agreed upon in writing.

In preparing the Report, BOWSER-MORNER may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. BOWSER-MORNER will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

Unless otherwise stated in the technical proposal, BOWSER-MORNER will not include in its Report an opinion as to whether the CLIENT is in compliance with federal, state, or local laws, statutes, ordinances or regulations.

12. **Notification of Regulated Conditions** - If BOWSER-MORNER's report indicates that the site under investigation has releases of regulated hazardous substances which would require the CLIENT to notify public authorities, then the CLIENT agrees to promptly notify the appropriate public authorities in accordance with prevailing law. If the CLIENT fails to notify the public authorities within a reasonable length of time and, in BOWSER-MORNER's judgement, the releases represent a threat to the health and safety of the public, then BOWSER-MORNER shall have the right to notify the appropriate public authorities without liability to the CLIENT.

13. **Ownership of Documents** - BOWSER-MORNER will furnish to the CLIENT reports and other documents prepared by BOWSER-MORNER as required by the scope-of-work and will provide this information as instruments of services for use by the CLIENT in connection with the project or work provided for in this agreement. All documents generated under this agreement shall remain the sole property of BOWSER-MORNER and are subject to the following provisions:

(a) All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by BOWSER-MORNER, shall be kept confidential by both the CLIENT and BOWSER-MORNER, subject to governmental filing and disclosure requirements, and are intended for the exclusive use of the CLIENT. Both parties agree that the reports shall not be used for general distribution or publication or for any other project or location not expressly provided for in this agreement. If the CLIENT desires to provide BOWSER-MORNER's report to a third party, BOWSER-MORNER will agree to do so, provided the CLIENT first obtains written acceptance from the third party agreeing to be bound by the terms and conditions of this agreement, and that the CLIENT waives in writing any conflict of interest in connection with such disclosure. Any unauthorized use or distribution of the reports supplied under this agreement shall be at the CLIENT's sole risk and without liability to BOWSER-MORNER.

(b) The CLIENT agrees that all reports and other work furnished to the CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatever. BOWSER-MORNER will then be free to use such reports for any purpose.

(c) CLIENT shall furnish documents or information within CLIENT's control and deemed necessary by BOWSER-MORNER for proper performance of BOWSER-MORNER services. BOWSER-MORNER may rely upon CLIENT provided documents in performing the services required under this Agreement; however, BOWSER-MORNER assumes no responsibility or liability for their accuracy. CLIENT provided documents will remain the property of CLIENT.

14. **Insurance**

(a) BOWSER-MORNER shall secure and maintain through the full period of this Contract sufficient insurance to protect it adequately from claims under applicable worker's compensation statutes and to protect it from claims for bodily injury, death or property damage as may arise from the performance of its services under this Contract. BOWSER-MORNER will, upon request, file a certificate of such insurance coverage with the CLIENT or its authorized representative.

(b) BOWSER-MORNER shall furnish and keep in full force and effect at all times during this Contract the following policies of insurance with responsible insurance carriers:

(1) Commercial General Liability including:

Premises-Operations Liability;
Completed Operations-Products Liability;
Contractual Liability;
XCU Hazards (Explosion, Collapse, underground) Property Damage;
Independent Contractors;
Non-Owned watercraft (if vessel is under 26 feet)

This policy(ies) aggregate shall have a combined single limit for both Bodily Injury and Property Damage of at least \$1,000,000.00 per occurrence, with a severability of interest clause;

(2) Automobile Liability (including coverage for owned, leased, hired or borrowed vehicles) with a combined single limit for both Bodily Injury and Property Damage of at least \$1,000,000.00 per occurrence.

(3) Applicable Worker's Compensation Coverage.

15. **Indemnification**

(a) CLIENT hereby indemnifies and holds harmless BOWSER-MORNER, its employees, successors and assigns from any and all liabilities asserted against BOWSER-MORNER, because of remedial costs, losses, property damage or personal injury, including death, arising out of the following:

(1) The actions of the CLIENT and its employees, actions of other contractors of the CLIENT and actions of any third party except as provided in Section 15(b) herein, including but not limited to:

(i) CLIENT's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents.

(ii) CLIENT's failure to report a release of a regulated or hazardous substance to the proper authorities.

(iii) CLIENT's remediation actions and costs as related to the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents removed from the CLIENT's job-site under this agreement.

(2) Exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement and the CLIENT agrees to the maximum extent permitted by law to defend BOWSER-MORNER and pay on BOWSER-MORNER's behalf any judgment resulting against BOWSER-MORNER from a third party, including interest thereon, except to the extent caused by BOWSER-MORNER's sole negligence.

(3) CLIENT's inability to secure a permit or complete a business transaction for any reason, including but not limited to unfavorable site conditions discovered by BOWSER-MORNER during the performance of the scope-of-work presented in the technical proposal except as provided for in Section 15(b) herein.

(b) BOWSER-MORNER shall indemnify and hold harmless the CLIENT, its agents and employees, from and against all claims, damages, losses and expenses arising out of the performance of work on the Project, to the extent that any such claim, damage, loss or expense (1) is attributable to personal injury, including death, or property damage and (2) is caused by the negligent act or omission by BOWSER-MORNER, its employees, agents or sub-contractors, and subject to the limitation of liability stated in Section 16.

16. **Limit of Liability** - The CLIENT agrees to limit BOWSER-MORNER's liability on the project, arising from any loss or damage, for breach of contract, error or omission, resulting from services under this contract, so that the total liability of BOWSER-MORNER shall not exceed the total fee or \$50,000, whichever is greater, paid to BOWSER-MORNER by CLIENT under this agreement.

In no event shall BOWSER-MORNER be liable for any special, indirect, punitive, consequential or economic damages, including but not limited to damages for loss of use, loss of profits, loss of investment, or otherwise, resulting from the services and reports it renders hereunder. Except as provided herein, CLIENT expressly waives any other right of recovery and agrees that the payment by BOWSER-MORNER hereunder shall be the sole and exclusive remedy of CLIENT.

17. **Termination** - This Contract may be terminated by either party upon seven (7) days written notice to the other party at the address shown herein in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Contract is terminated, BOWSER-MORNER shall be paid for services performed to the termination date, plus termination expenses. Termination expenses shall include the costs of personnel, equipment, and other related activities to conclude the work.

18. **Mediation** - No action or lawsuit nor recourse to a judicial forum shall commence until the CLIENT, BOWSER-MORNER and other parties (hereinafter referred to as participants) have commenced, participated in and concluded nonbinding mediation in accordance with the rules for mediation established by the American Arbitration Association (herein after "AAA") or such other rules as are acceptable to all parties. If participants do not reach an agreement as to other rules, then the rules of AAA shall exclusively govern the mediation. The costs of mediation shall be shared proportionally among the participants, unless otherwise recommended by the mediator and agreed to in writing by the Participants. When the mediator and Participants agree that the claim cannot be resolved by the mediation process, then the dispute or claim will be settled by binding arbitration in accordance with the construction industry rules of AAA. Judgement upon the award by the arbitration or arbitrators may be entered in any court having jurisdiction thereof.

19. **Entire Agreement** - This Contract embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This Contract supersedes all prior representations or agreements, either oral or written. CLIENT and BOWSER-MORNER agree that CLIENT may issue purchase orders, work orders or similar documents, and such forms as a matter of convenience to the parties and that BOWSER-MORNER may acknowledge receipt of such forms without altering any of the terms and conditions of this contract. This agreement may be amended only in writing and signed by both parties.

20. **Governing Law** - This Contract shall be construed according to, and the legal relations between the parties and shall be governed by the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

21. **Succession** - This Contract is not assignable and shall inure to the benefit and be binding under the parties and their legal successors in interest.

22. **Severability** - Should any provision in this Contract be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Contract to replace any such invalid or unenforceable provision with a valid and enforceable provision which carries out the intention of the stricken provision as closely as possible.

CREDIT APPLICATION



**BOWSER
MORNER.**

4518 Taylorsville Road
P.O. Box 51
Dayton, OH 45401-0051
937-236-8805
937-233-2016 FAX

Business Name: _____ Corp: _____ Individual: _____ PTSHIP: _____ Other: _____
Street Address: _____ Phone: _____ Fax: _____
Mailing Address: _____ State: _____ Zip: _____
City: _____

Name of Parent Company: _____
President / Owner and E-Mail Address: _____
VP. / Financial Officer and E-Mail Address: _____
Year Business Started: _____ Taxpayer I.D. No.: _____
Type of Business: _____

BANK REFERENCES

Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____
State: _____ Zip Code: _____

Bank Account No.: _____ Bank Representative: _____

REFERENCES (CURRENT OPEN ACCOUNTS)

Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____
State: _____ Zip Code: _____

.....
Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____
State: _____ Zip Code: _____

I (we) hereby authorize the above listed companies and / or banks to release information requested of them necessary to establish a line of credit:

By: _____

Title: _____

Date: _____