TROY
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CITY OF TROY BOARD OF PARK COMMISSIONERS
MEETING AGENDA
Monday, October 21, 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: September 10, Board of Park Commissioners Meeting Minutes

III. Reports:

Jeremy Drake, Park Superintendent	(Report Attached)
Ken Siler, Recreation Director	(Report Attached)
Kyler Booher, Director of Golf	(Report Attached)
Mr. Emerick, Planning Commission Report	

IV. New Business:

a. Discussion of proposed winter season green fees and cart pricing at Miami Shores Golf Course
b. Approval of Interagency Operating Agreement between the City of Troy and Troy City Schools
c. Recommendation to Council regarding naming of Margaret Duke Trail

IV. Other:

VI. Adjourn:

CITY OF TROY BOARD OF PARK COMMISSIONERS
MINUTES – September 10, 2024, 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. Mona Anderson, Secretary
Others Attending:	Jeremy Drake, Park Superintendent Ken Siler, Recreation Director Kyler Booher, Director of Golf City Staff

The minutes of the August 19, 2024, Board of Park Commissioners meeting was approved by unanimous vote, following a motion from Mrs. Anderson, seconded by Mr. Harrelson.

REPORTS:

- Park Superintendent, Jeremy Drake, submitted a report (copy attached to original minutes). Mr. Drake highlighted that the staff is preparing for the fall soccer and football season. Grass mowing has slowed down due to the lack of rain, but staff have been keeping busy with tree work and building maintenance items.
- Recreation Director, Ken Siler, submitted a report (copy attached to original minutes). Mr. Siler stated Float Troy program has ended for the season. This year 217 tents were rented, which is very close to the number of rentals in 2023. Staff is in the process of putting down the ice for the 2024-2025 ice season. The Troy Aquatic Park attendance was very good this season and will have final numbers at the next meeting.
- Director of Golf, Kyler Booher, submitted a report (copy attached to original minutes). Mr. Booher stated the staff finished the aeration on the tees and greens and they did a very nice job completing that. Also, with the drought conditions, the course has remained in good condition and staff are watching the grounds closely in hopes of not losing any turf.

NEW BUSINESS:

- **Recommendation to Council Regarding Authorization Bidding a Farm Lease Agreement for Part of Paul G. Duke Park** – Mrs. Sue Knight, Administrative Assistant for the City of Troy, stated after the city acquired the Huelskamp Farm, Council authorized bidding a farm lease agreement, which was recommended by the Board of Park Commissioners. The lease agreement is for approximately 40 acres of land. The current agreement expires at the end of the year. Based on the expiring agreement, the city has been receiving $250 per acre for the lease. A new lease agreement would be based on a three-year agreement with up to two one-year mutually agreeable extensions.
  Mr. Emerick confirmed that the lease has been ongoing for the past seven to eight years.
  Mr. Harrelson questioned if the one-year extensions are not subject to a public bid and Mrs. Knight stated that the farmer and the Director of Public Service and Safety agree to the extensions without going out for a public bid. Mr. Harrelson asked why we don't have a one-year agreement with four one-year extensions. Mrs. Knight stated the agreement term is set by the Revised Code.

A motion was made by Mr. Emerick, seconded by Mrs. Anderson, to recommend to Council authorizing the Director of Public Service and Safety to advertise for bids and enter into a Farm Lease Agreement for a portion of the Paul G. Duke Park as discussed herein.

MOTION PASSED, UNANIMOUS VOTE

There being no further business, upon motion of Mr. Emerick, seconded by Mr. Harrelson, by unanimous voice vote, the Board adjourned at 4:06 p.m.

Respectfully submitted,

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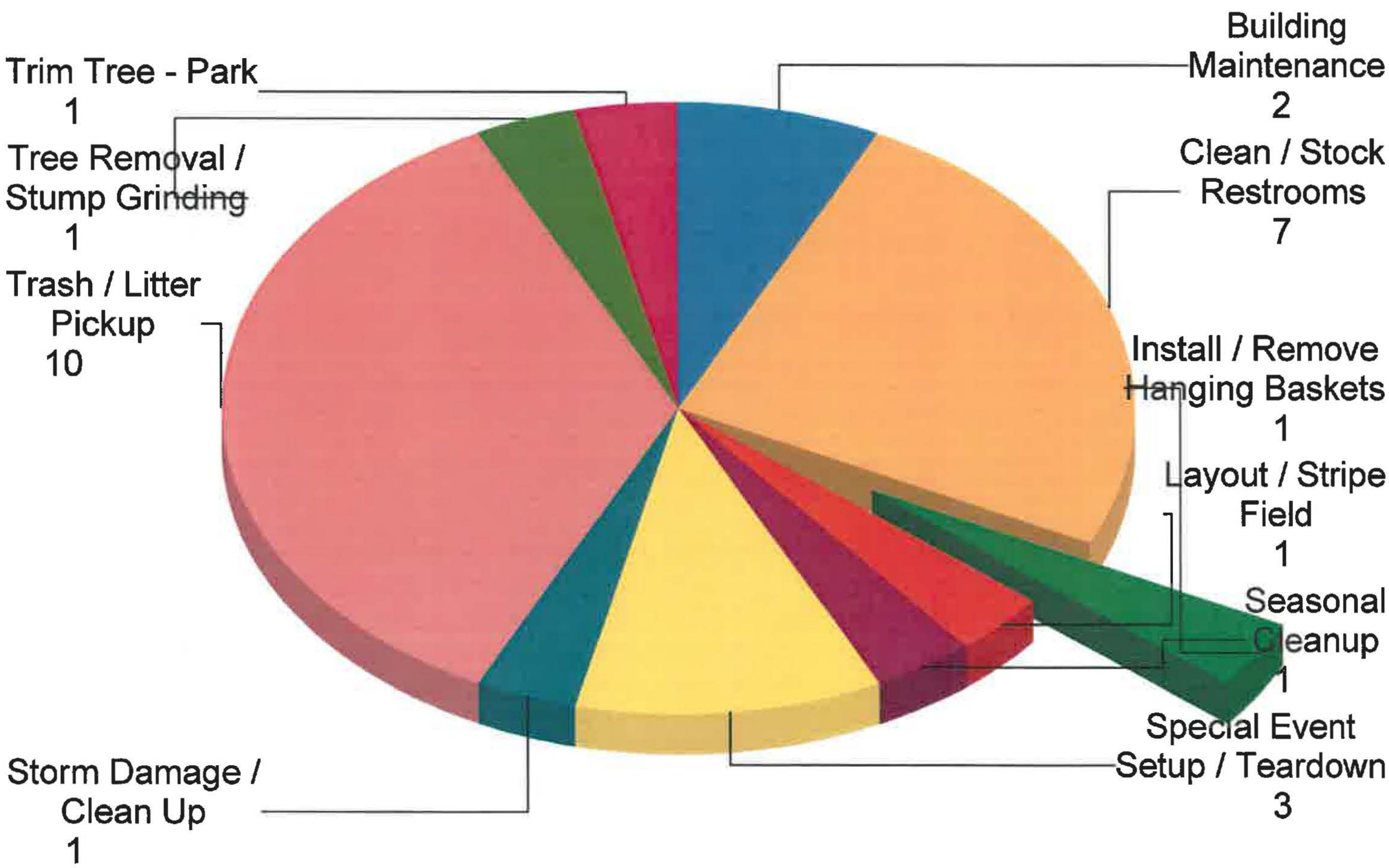
TROY

PARK DEPARTMENT

ALL PARK WORK ORDERS



Building Maintenance

30556	10/16/2024	CLOSED	Levee	
Senior center- reattach loose siding, check for roof leak				
30558	10/16/2024	CLOSED	Menke Park	
check heat in all restrooms, winterize drinking fountains				
Total:				2

Clean / Stock Restrooms

30242	10/16/2024	CLOSED	North Market Ballfields	
30245	10/16/2024	CLOSED	North Market Ballfields	
30240	10/16/2024	CLOSED	North Market Ballfields	
30246	10/16/2024	CLOSED		
30243	10/16/2024	CLOSED	PROUTY PLAZA TROY, OH, 4!	PROUTY PLAZA TROY, OH, 4
30241	10/16/2024	CLOSED	All Park restrooms	All Park restrooms
30244	10/16/2024	CLOSED	PROUTY PLAZA TROY, OH, 4!	PROUTY PLAZA TROY, OH, 4
Total:				7

Install / Remove Hanging Baskets

30555	10/16/2024	CLOSED	Downtown	
Remove crosswalk planter flowers pickup merchant flower pots				

Total: 1

Layout / Stripe Field

30557	10/16/2024	CLOSED	Duke Park	
Duke and Archer, paint all soccer fields and the football field				

Total: 1

Seasonal Cleanup

30572	10/18/2024	CLOSED	1016 E FRANKLIN ST	1016 E FRANKLIN ST
East Main, Mayor's Park, Duke Park pull flowers, trim shrubs, seasonal cleanup				

Total: 1

Special Event Setup / Teardown

30034	10/18/2024	CLOSED	Prouty Plaza	
Install Christmas lights on the levee				
30559	10/18/2024	CLOSED		
setup showmobile for pep rally				
30104	10/16/2024	CLOSED		
Install Christmas lights on levee trees				

Total: 3

Storm Damage / Clean Up

30581	10/18/2024	CLOSED		
Storm damage clean-up from hurricane winds				

Total: 1

Trash / Litter Pickup

30239	10/16/2024	CLOSED		
30545	10/18/2024	CLOSED		

30236	10/16/2024	CLOSED		
30235	10/16/2024	CLOSED		
30544	10/18/2024	CLOSED		
30547	10/18/2024	CLOSED		
30238	10/16/2024	CLOSED	ALL PARKS	ALL PARKS
30543	10/18/2024	CLOSED		
30237	10/16/2024	CLOSED		
30546	10/18/2024	CLOSED	ALL PARKS	ALL PARKS

Total: 10

Tree Removal / Stump Grinding

30580	10/18/2024	CLOSED	1176 W MAIN ST

removed 1 large Linden Tree damaged in windstorm

Total: 1

Trim Tree - Park

30560	10/16/2024	CLOSED

Trim trees along Adams Street from Staunton Road to the high school practice field

Total: 1

Total: 28

CITY OF PARK BOARD MEETING

October 21, 2024 Council Chambers
4:00 p.m.

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

1. The Recreation Department's fall soccer season is winding down. Tournaments ended this past weekend. A couple teams could advance to the state tournament.

2. Upcoming Hobart Arena events:

   a. Trace Adkins Concert – November 7, 2024.

   b. Danny Gokey & Mac Powell Concert – November 9, 2024.

   c. Silver Sticks Hockey Tournament – December 6-8, 2024.

   d. Gaithers Christmas Concert – December 12, 2024.

   e. Home Free Concert – December 13, 2024.

   f. Miami Valley Freeze Hockey Tournament – December 20-22, 2024.

To: Board of Park Commissioners

From: Kyler Booher, Director of Golf

Subject: 2024 October Report

Date: Tuesday, October 22nd, 2024

- The golf course and driving range are operating normally sunrise to sunset. Our league play has wrapped up for the season.
- Maintenance staff has been performing routine golf course and driving range maintenance
  - The golf course remains in good condition
  - Mowing has started to slow down; Leaf blowing/chopping is picking up
- Aerification of the greens took place on Monday, September 9th
  - Maintenance staff did a good job again this year
  - The greens were able to completely heal within 3 weeks
- The Shoreline restaurant is operating normally
  - Operating hours were reduced starting in mid-September and continue to be reduced as the days shorten and business slows
- Weather in September was below average, particularly the end of the month as we experienced several days of ongoing rain due to Hurricane Helene
- We hosted the Troy Area Chamber of Commerce Golf Outing on September 20th
  - The event went well
- Please see attached for proposed winter season green fee and cart fee pricing that will go into effect December 1 and go through the end of February.
  - As of October 14th, we are now in our shoulder season rates.

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

MTD/YTD Current Expense Report by Fund for Year 2024 Month 10 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5101	FT/PT EMPLOYEES W/ PERS	393,104.00	0.00	309,028.40	84,075.60	0.00	84,075.60	78.61%	21.39%
713.445.5102	OVERTIME W/ PERS	1,000.00	0.00	3,648.12	(2,648.12)	0.00	(2,648.12)	364.81%	(264.81%)
713.445.5104	EDUCATIONAL INCENTIVE EXEMPT FROM FLSA	0.00	0.00	0.00	0.00	0.00	0.00	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	55,175.00	0.00	44,720.27	10,454.73	0.00	10,454.73	81.05%	18.95%
713.445.5161	LIFE INSURANCE	390.00	31.80	318.00	72.00	0.00	72.00	81.54%	18.46%
713.445.5162	HEALTH INSURNACE	102,400.00	220.65	63,782.98	38,617.02	0.00	38,617.02	62.29%	37.71%
713.445.5163	CITY'S CONTRIBUTION HSA	11,100.00	0.00	6,300.00	4,800.00	0.00	4,800.00	56.76%	43.24%
713.445.5164	WORKERS' COMPENSATION	11,825.00	0.00	4,844.80	6,980.20	0.00	6,980.20	40.97%	59.03%
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	5,715.00	0.00	4,369.65	1,345.35	0.00	1,345.35	76.46%	23.54%
713.445.5201	OFFICE MATERIAL & SUPPLIES	1,500.00	0.00	861.89	638.11	0.00	638.11	57.46%	42.54%
713.445.5202	REPRODUCTION/PRINTING/PHOTO	2,300.00	0.00	2,592.86	(292.86)	0.00	(292.86)	112.73%	(12.73%)
713.445.5203	MEDICAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5205	CHEMICALS	69,600.00	0.00	43,925.76	25,674.24	1,917.21	23,757.03	65.87%	34.13%
713.445.5207	COMPUTER SUPPLIES	1,000.00	0.00	352.99	647.01	0.00	647.01	35.30%	64.70%
713.445.5210	FOOD	65,000.00	3,916.02	50,147.69	14,852.31	3,019.61	11,832.70	81.80%	18.20%
713.445.5211	BEVERAGE\SUPPLIES	45,000.00	1,294.18	54,571.85	(9,571.85)	5,699.17	(15,271.02)	133.94%	(33.94%)
713.445.5213	BUILDING MAINTENANCE SUPPLIES	5,000.00	0.00	4,190.15	809.85	0.00	809.85	83.80%	16.20%
713.445.5231	MACH & EQUIP SUPPLIES & PARTS	22,000.00	0.00	20,218.71	1,781.29	0.00	1,781.29	91.90%	8.10%
713.445.5239	OTHER MATERIALS & SUPPLIES	1,000.00	0.00	921.86	78.14	467.82	(389.68)	138.97%	(38.97%)
713.445.5241	UNIFORM ALLOWANCE	3,000.00	0.00	2,200.44	799.56	0.00	799.56	73.35%	26.65%
713.445.5243	SAFETY CLOTHING/EQUIPMENT	3,000.00	0.00	1,385.89	1,614.11	0.00	1,614.11	46.20%	53.80%
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	7,085.24	1,914.76	1,914.76	0.00	100.00%	0.00%
713.445.5254	FUEL-GASOLINE	6,500.00	0.00	6,340.78	159.22	159.22	0.00	100.00%	0.00%
713.445.5255	NON-LICENSED MACH & EQUIP	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%	100.00%
713.445.5269	SUPPLIES FOR RESALE	52,000.00	0.00	55,294.14	(3,294.14)	3,000.00	(6,294.14)	112.10%	(12.10%)
713.445.5301	RENT/LEASE OF GOLF CARTS	2,000.00	2,397.00	2,397.00	(397.00)	3.00	(400.00)	120.00%	(20.00%)
713.445.5302	RENT/LEASE OF EQUIP/MACH	800.00	0.00	0.00	800.00	0.00	800.00	0.00%	100.00%
713.445.5309	RENT/LEASE-OTHER	500.00	0.00	0.00	500.00	0.00	500.00	0.00%	100.00%
713.445.5312	ELECTRICITY	30,000.00	2,254.41	30,371.51	(371.51)	0.00	(371.51)	101.24%	(1.24%)

MTD/YTD Current Expense Report by Fund for Year 2024 Month 10 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5313	WATER/SEWER	5,000.00	0.00	4,993.15	6.85	0.00	6.85	99.86%	0.14%
713.445.5315	FUEL OIL-HEATING	7,500.00	0.00	3,120.57	4,379.43	4,379.43	0.00	100.00%	0.00%
713.445.5316	TELEPHONE	7,000.00	0.00	5,199.60	1,800.40	4,417.06	(2,616.66)	137.38%	(37.38%)
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	0.00	300.00	0.00	300.00	0.00%	100.00%
713.445.5324	MEMBERSHIPS	3,000.00	0.00	3,715.53	(715.53)	0.00	(715.53)	123.85%	(23.85%)
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	2,500.00	0.00	2,356.40	143.60	0.00	143.60	94.26%	5.74%
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	70,000.00	6,455.68	61,999.53	8,000.47	8,000.47	0.00	100.00%	0.00%
713.445.5339	MISCELLANEOUS SERVICES	74,400.00	3,858.84	74,983.46	(583.46)	6,600.00	(7,183.46)	109.66%	(9.66%)
713.445.5359	INSURANCE POOL	8,000.00	0.00	8,142.45	(142.45)	0.00	(142.45)	101.78%	(1.78%)
713.445.5361	MAINT. OF FACILITIES	73,500.00	5,617.57	55,848.13	17,651.87	1,937.01	15,714.86	78.62%	21.38%
713.445.5363	MAINT. MACH/EQUIP	30,000.00	0.00	24,102.45	5,897.55	0.00	5,897.55	80.34%	19.66%
713.445.5364	MAINT. LICENSED VEHICLES	11,000.00	0.00	494.52	10,505.48	0.00	10,505.48	4.50%	95.50%
713.445.5365	MAINT. NON-LICENSED VEHICLES	18,000.00	0.00	18,403.10	(403.10)	0.00	(403.10)	102.24%	(2.24%)
713.445.5369	MAINTENANCE-OTHER	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%	100.00%
713.445.5381	POSTAGE	200.00	0.00	67.60	132.40	0.00	132.40	33.80%	66.20%
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	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%	100.00%
713.445.5389	OTHER COMMUNICATION EXPENSE	500.00	0.00	420.58	79.42	0.00	79.42	84.12%	15.88%
713.445.5390	TRANSFER STATION/DISPOSAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5395	CONTINGENCY	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	0.00%	100.00%
713.445.5398	PRINTING EXPENSE	500.00	0.00	0.00	500.00	0.00	500.00	0.00%	100.00%
713.445.5399	OTHER EXPENSE FOR OPERATIONS	6,000.00	0.00	7,077.62	(1,077.62)	0.00	(1,077.62)	117.96%	(17.96%)
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	8,000.00	70.00	8,665.00	(665.00)	0.00	(665.00)	108.31%	(8.31%)
713.445.5524	ACCRUED INTEREST	200.00	13.51	27.19	172.81	0.00	172.81	13.60%	86.41%
713.445.5525	REMITTTANCE OF STATE SALES TAX	35,000.00	0.00	33,228.65	1,771.35	6,771.35	(5,000.00)	114.29%	(14.29%)
713.445.5527	PREMIUM ON INVESTMENTS	0.00	0.00	9.13	(9.13)	0.00	(9.13)	0.00%	0.00%
713.445.5542	PETTY CASH ESTAB/INCRSD/DECRSD	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00%	100.00%
713.445.5602	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
713.445.5611	BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%

MTD/YTD Current Expense Report by Fund for Year 2024 Month 10 - City of Troy

Account	Description	Rev App	MTD Exp	YTD Exp	Unexp	Enc	Unenc	% Used	% Rem
713.445.5631	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
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	87,500.00	0.00	72,274.47	15,225.53	0.00	15,225.53	82.60%	17.40%
713.445.5636	GOLF CARTS	25,000.00	0.00	20,519.20	4,480.80	0.00	4,480.80	82.08%	17.92%
713.445.5637	COMPUTER HARDWARE/SOFTWARE	0.00	0.00	1,414.53	(1,414.53)	0.00	(1,414.53)	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	1,385,509.00	26,129.66	1,126,933.84	258,575.16	48,286.11	210,289.05	84.82%	15.18%
74 Accts		1,385,509.00	26,129.66	1,126,933.84	258,575.16	48,286.11	210,289.05	84.82%	15.18%

Pro Shop Sep 2024

Miami Shores Golf Course
Z Out Report - All Terminals
for 09/01/2024 - 09/30/2024
Generated
10/17/2024 06:56am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	25,164.68	0.00	25,164.68	Accessories	67.00	280.18
Check	2,635.00	0.00	2,635.00	Alcohol	181.00	512.51
Credit Card	74,405.49	0.00	74,405.49	Beverage	187.00	421.12
New Gift Cards Issued	-2,022.50	0.00	-2,022.50	Caps	18.00	470.94
Gift Card	1,102.71	0.00	1,102.71	Food	118.00	768.46
Raincheck	-400.75	0.00	-400.75	Gloves	27.00	381.85
		0.00	0.00	Golf Balls	155.00	2,285.55
		0.00		Golf Instruction	2.00	130.00
		0.00		Shirts	9.00	430.47
		0.00		Carts	3,459.00	33,166.38
		0.00		Driving Range	67.00	365.50
		0.00		Gloves	21.00	264.24
		0.00		Golf Bags	1.00	163.55
		0.00		Golf Clubs	5.00	916.36
		0.00		Green Fees	4,499.00	56,709.49
		0.00		Grips	14.00	130.94
		0.00		Pull Cart	35.00	120.46
		0.00		Rental Clubs	9.00	144.86
		0.00		Sales Miscellaneous	2.00	107.47
		0.00		Service	1.00	75.00
		0.00		Service Fees	2.00	6.00
		0.00		Shoes	2.00	181.77

Revenue/Non-Revenue			Taxes/Partial Returns	
Description	Totals	Adjusted Totals	Description	Amount
Revenue Payments Total	102,205.17	102,205.17	7.000 %	2,851.53
Non Revenue Payments Total	-1,320.54	-1,320.54		
Total		100,884.63	Total	2,851.53
Difference		0.00		
Drawer Count		100,884.63	Sales	98,033.10
+ Cash Short		0.00	+ Cash Over	0.00
+ Checks Short		0.00	+ Checks Over	0.00
			+ Taxes/Partial Returns	2,851.53
Total		100,884.63	Total	100,884.63

Pro Shop Sep 2023

Miami Shores Golf Course
Z Out Report - All Terminals
for 09/01/2023 - 09/30/2023
Generated
10/17/2024 06:57am

Payments				Sales		
Description	Amount	Tip	Adjusted Total	Description	Item Count	Amount
Cash	27,503.16	0.00	27,503.16	Accessories	104.00	548.84
Check	3,138.40	0.00	3,138.40	Alcohol	113.00	302.07
Credit Card	79,371.29	0.00	79,371.29	Beverage	169.00	382.92
New Gift Cards Issued	-1,110.20	0.00	-1,110.20	Caps	21.00	421.20
Gift Card	1,299.20	0.00	1,299.20	Food	392.00	376.74
Raincheck	298.64	0.00	298.64	Gloves	29.00	404.65
		0.00	0.00	Golf Bags	5.00	667.01
		0.00		Golf Balls	296.00	3,461.48
		0.00		Golf Instruction	8.00	465.00
		0.00		Shirts	5.00	211.21
		0.00		Carts	3,862.00	34,176.66
		0.00		Driving Range	46.00	290.00
		0.00		Footwear	1.00	98.13
		0.00		Gloves	7.00	91.56
		0.00		Golf Bags	1.00	94.77
		0.00		Golf Clubs	12.00	3,396.56
		0.00		Green Fees	4,874.00	61,411.78
		0.00		Grips	28.00	320.27
		0.00		Pull Cart	44.00	145.65
		0.00		Rental Clubs	5.00	79.44
		0.00		Sales Miscellaneous	1.00	22.43
		0.00		Service Fees	42.00	3.00
		0.00		Shoes	1.00	129.91

Revenue/Non-Revenue			Taxes/Partial Returns	
Description	Totals	Adjusted Totals	Description	Amount
Revenue Payments Total	110,012.85	110,012.85	7.000 %	2,999.21
Non Revenue Payments Total	487.64	487.64		
Total		110,500.49	Total	2,999.21
Difference		0.00		
Drawer Count		110,500.49	Sales	107,501.28
+ Cash Short		0.00	+ Cash Over	0.00
+ Checks Short		0.00	+ Checks Over	0.00
			+ Taxes/Partial Returns	2,999.21
Total		110,500.49	Total	110,500.49

Shoreline Sep 2024

Date is in September 2024

Totals Report - Payment Types

Payment Type	Gross Payments	Refunded	Declined	Voided	Total Payments	Tip
Cash	$10,901.87	$0.00	$0.00	$0.00	$10,901.87	$0.00
Credit Card	$10,504.74	$0.00	$0.00	$0.00	$11,915.50	$1,410.76
Tab No Card	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$21,406.61	$0.00	$0.00	$0.00	$22,817.37	$1,410.76

Totals Report - Credit Card Types

Card Type	Gross Payments	Refunded	Total Payments	Total Tip Amount
Visa	$6,264.24	$0.00	$7,034.42	$770.18
Master	$3,315.75	$0.00	$3,802.09	$486.34
Discover	$477.75	$0.00	$546.67	$68.92
Amex	$447.00	$0.00	$532.32	$85.32
Totals	$10,504.74	$0.00	$11,915.50	$1,410.76

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	2,315	$9.86	$20,551.85	$0.00	-$457.89	$0.00	$0.00	$1,312.65	$0.00	$20,093.96	$1,410.76	$0.00	$1,410.76	$0.00	$22,817.37
Totals	2,315	$9.86	$20,551.85	$0.00	-$457.89	$0.00	$0.00	$1,312.65	$0.00	$20,093.96	$1,410.76	$0.00	$1,410.76	$0.00	$22,817.37

Shoreline Sep 2023

Date is in September 2023

Totals Report - Payment Types

Payment Type	Gross Payments	Refunded	Declined	Voided	Total Payments	Tip
Cash	$11,640.32	$0.00	$0.00	$0.00	$11,640.32	$0.00
Credit Card	$11,180.58	$12.50	$0.00	$11.50	$12,697.03	$1,516.45
Tab No Card	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$22,820.90	$12.50	$0.00	$11.50	$24,337.35	$1,516.45

Totals Report - Credit Card Types

Card Type	Gross Payments	Refunded	Total Payments	Total Tip Amount
Visa	$7,742.09	$9.75	$8,778.00	$1,035.91
Master	$2,646.24	$0.00	$3,014.23	$367.99
Amex	$449.50	$0.00	$519.58	$70.08
Discover	$342.75	$2.75	$385.22	$42.47
Totals	$11,180.58	$12.50	$12,697.03	$1,516.45

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	2,665	$9.13	$21,869.37	$0.00	-$424.60	$0.00	$0.00	$1,376.13	$0.00	$21,444.77	$1,516.45	$0.00	$1,516.45	$0.00	$24,337.35
Totals	2,665	$9.13	$21,869.37	$0.00	-$424.60	$0.00	$0.00	$1,376.13	$0.00	$21,444.77	$1,516.45	$0.00	$1,516.45	$0.00	$24,337.35

		2024 Seasonal Employee Hours											
		1/5/2024	1/12/2024	1/19/2024	1/26/2024	2/2/2024	2/9/2024	2/16/2024	2/23/2024	3/1/2024	3/8/2024	3/15/2024	3/22/2024
Maintenance													
Auzenne, Anthony	$11.30												
Burnside, Kevin	$11.30	16	24	24	20	24	24	24	28	24	32	32	20
Carter, Carl	$10.45												9.5
Doty, TR	$10.45												
Gilmore, Dean	$10.45												
Griman, George	$11.30												
Jackson, David	$10.45												
Kress, Ron	$10.70												
Weaver, Greg	$11.00												9.5
TOTAL		***16***	***24***	***24***	***20***	***24***	***24***	***24***	***28***	***24***	***32***	***32***	***39***
Golf Shop													
Cianciolo, Hank	$10.70								6.5		5.5		
Clendening, Jason	$10.45												
Curtis, Michael	$10.45												
Ferrell, Ross	$10.45												
Gearhart, Bill	$10.45											6	
Green, Ken	$10.70												
Harris, Scott	$10.45												
Holtel, Jack	$11.60								6				7.5
Huston, Chris	$10.70								8.75		4.5		13.5
Klingshirn, Mike	$10.45												
Mutschler, John	$10.70												
Siler, Brian	$10.45												
Weaver, Gary	$10.70								4.75		12		7.25
Whitsett, Scott	$10.45										4.25		6.5
TOTAL									***26***		***26.25***	***6***	***34.75***
The Shoreline													
Booher, Amy	$11.30												
Borton, Miranda	$10.70												
Brueckman, Kyle	$10.70												
Burgasser, Matt	$10.70												
Cupp, Isaac	$10.45												
Craig, Lisa	$10.45												
Elleman, Connor	$10.45												
Gillespie, Audrey	$11.90						2.5		6.25		5.75		2
Hanger, Deb	$11.60												
Hempker, Elise	$11.00												
Metz, Gwenyth	$10.45												
Monroe, Barbara	$10.70												
Rietz, Sheila	$10.70						4				5		7.75
Whitsett, Scott	$10.45								8.25				
TOTAL							***6.5***		***14.5***		***10.75***		***9.75***

3/29/2024	4/5/2024	4/12/2024	4/19/2024	4/26/2024	5/3/2024	5/10/2024	5/17/2024	5/24/2024	5/31/2024	6/7/2024	6/14/2024	6/21/2024	6/28/2024	7/5/2024
							21.25		13.5		15.5		16	
24	28	29	31	32	32	32	32	40	37.5	32	40	39.5	40	31
7	5	6	15.5	16.5	20.5	16.5	15	23	25	14	19	16.5	5	5
									6.5	14.5	19.5	17	24.25	15
			6	22	22	23	24	21.5	24	34	30.5	17	24	27
		9.25	7	7.25	7	7	7.75	8	10.5	10.25	9		9.25	8.75
			15	11.5	12	12	15.5	12.5	18.5	12.5	28	28	23.5	
									5.5	3.5	4		4	4
3.5	5.75	5.5	7.25	10.25	12.5	8.5	8.5	7	10.75	10.25	8	4.25	7.75	8.5
34.5	***38.75***	***49.75***	***81.75***	***99.5***	***106***	***99***	***102.75***	***112***	***151.75***	***131***	***173.5***	***122.25***	***153.75***	***99.25***
	3.5		13.5		30		23		21.5		17.5		13.5	
		5	5		6		6	6	4		6	4	6	6
						13.25	6.5	25	20	20.5	13.25	21.5	27	27
	5		10.5		24		17.5		18		23.5		17.5	
											15		8	
	33.25		27.75		46.5		37		37.75		35.75		29	
	22.5		19.75		25		20.75		31.75		36		36.75	
			18.25		19		20.5		20		19.5		21.75	
9	4	6.5	4	13	9	10	19	13.5	12.25	18.5	12	19.5	11.25	19
	11.75		12		18.25		20		17.75		12.25		21	
	15.5		9		19		33		14.5		13.5		15.5	
9	***95.5***	***11.5***	***119.75***	***13***	***196.75***	***23.25***	***203.25***	***44.5***	***197.5***	***39***	***204.25***	***45***	***207.25***	***52***
					12		6		12.25				12	
			5		19.25		19.75		9		20		20	
							26.25		51.25		45.75		52	
			9.5		20.5		9.5							
													6	
	3		10.5											
													12.25	
			19.75		36.75		34.75		37.75		62.75		38.75	
			3.25		12		11.75		12.25		6		6	
							8.25		18.5		20.5		20.75	
									18.5		19.5		18.5	
	12		12		24				24		31		24	
	11.5		5.5		50.5		32.25		34.25		35.5		25.75	
	26.5		***65.5***		***175***		***148.5***		***217.75***		***241***		***236***	

7/12/2024	7/19/2024	7/26/2024	8/2/2024	8/9/2024	8/16/2024	8/23/2024	8/30/2024	9/6/2024	9/13/2024	9/20/2024	9/27/2024	10/4/2024	10/11/2024
15.5		17		16		16.5		17		14.25		16.5	
30.5	40	30.5	32	40	40	30.5	40	40	32	48	30	28	32.5
16	16.5	15.5	17	16	16	15.5	18	9.5	10	14	15.5	14	20
11.5	10.5	12	14.5	11.5	12								
20	22.5	13	23	20.5	7	19.5	27.5	39.5	13.5	32.5	22	29	24.5
9	9.25	9		8.5	9	9.5	8.5	9.5	8.5	8.75	9.5	12	10
20	20.5		33	23	30	8.5	11.5	11.5	6.5	19.5	9	6.5	9.5
3.75	4		4	3.75	4.25	4	4.5	4	2	4.25	4.25	3.75	4.5
10.5	10.5	8	9.75	8.25	9.5	10.25	11.25	9	7	19.25	8	7.25	10.25
136.75	***133.75***	***105***	***133.25***	***147.5***	***127.75***	***114.25***	***121.25***	***140***	***79.5***	***160.5***	***98.25***	***117***	***111.25***
33.5		16.5		13		29		22.5		23.5		4.5	
6	6	8		8						14	6		6
								18		12	3		4
7.5	35.5	22	31.75	18.5		7	13.5						
24.5		14		24		12		18		16		11.5	
6		6		6		5.5		6		6		2	
											5	4.75	10.5
32.5		24.5		34.75		41.75		27.75		26.5		30.5	
25.5		31		41.75		28.25		24.25		16		32.5	
												11	15.5
21		22		20.5		20.75		19.5		18.75		17	
13.5	17	20	11.25	19	13.25	11.5	19	12	19	18	8	5	15
20.25		21.25		19.75		20		18.75		18		16.25	
14.75		16.75		13.75		13.25		5.5					
205	***58.5***	***202***	***43***	***219***	***13.25***	***189***	***32.5***	***172.25***	***19***	***168.75***	***22***	***135***	***51***
16.75		4.75		6.25		12.25						10.25	
20.75		16.5		10.5		21		8.25		13.75		7.25	
28.25		40.25		43		23.25							
19		6		10									
31.25		11.75		29		5							
50.25		20.5		17		39.25		20.75		37		32.75	
11.5		12		12.25		12.75		12.5				14	
6.25		20.75		16.5		14							
26.5		25.5		18.75		6.5		31.75					
24		24		18		24		25		32.5		47	
33		41.5		29.75		23.5		62.25		60.25		77.5	
267.5		***223.5***		***211***		***181.5***		***160.5***		***143.5***		***188.75***	

2024-25 Winter Season Rates: December 1st – February 29th

Weekday Special	**18 Holes (w/ cart)**	**$27.00**
Weekday Special (Sr./Jr/Military)	**18 Holes (w/ cart)**	**$24.00**
Weekday (walking)	9 Holes	$12.00
Weekday (walking)	18 Holes	$17.00
Weekend (walking)	9 Holes Before 12PM	$14.00
Weekend (walking)	18 Holes Before 12PM	$19.00
Weekend (walking)	9 Holes After 12PM	$12.00
Weekend (walking)	18 Holes After 12PM	$17.00
Weekend Special	**18 Holes (w/ cart) Before 12PM**	**$29.00**
Weekend Special	**18 Holes (w/ cart) After 12PM**	**$25.00**

½ Cart Fees

9 Holes - $7.00

18 Holes - $12.00

*Member rates are year-round and do not change

2023-24 Winter Season Rates: December 1st – February 29th

Weekday Special	**18 Holes (w/ cart)**	**$25.00**
Weekday Special (Sr./Jr/Military)	**18 Holes (w/ cart)**	**$23.00**
Weekday (walking)	9 Holes	$11.00
Weekday (walking)	18 Holes	$16.00
Weekend (walking)	9 Holes Before 12PM	$13.00
Weekend (walking)	18 Holes Before 12PM	$18.00
Weekend (walking)	9 Holes After 12PM	$11.00
Weekend (walking)	18 Holes After 12PM	$16.00
Weekend Special	**18 Holes (w/ cart) Before 12PM**	**$27.00**
Weekend Special	**18 Holes (w/ cart) After 12PM**	**$23.00**

½ Cart Fees

9 Holes - $7.00

18 Holes - $12.00

*Member rates are year-round and do not change

Patrick E. J. Titterington,
City Director
Patrick.Titterington@TroyOhio.gov

MEMORANDUM

TO: Board of Park Commissioners

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

DATE: October 21, 2024

SUBJECT: APPROVAL OF INTERAGENCY OPERATING AGREEMENT BETWEEN THE CITY OF TROY AND TROY CITY SCHOOLS

RECOMMENDATION:
That the Board of Park Commissioners approves the Interagency Operating Agreement between the City of Troy and Troy City Schools.

BACKGROUND:
The City of Troy and Troy City Schools staff drafted the proposed interagency agreement, which aims to promote the health and general welfare of the community and enhance the recreational opportunities afforded to the children in the community. The final draft of the agreement has been reviewed by the City Law Director and Troy City Schools legal counsel.

The proposed agreement outlines the terms and conditions for the shared use of recreational facilities, including the scheduling of facilities, maintenance requirements, and liability considerations. By partnering with Troy City Schools, the City will be able to maximize the use of existing recreational spaces and enhance the overall recreational experience for our community.

REQUESTED ACTION:
It would be appreciated if you would approve the Interagency Operating Agreement between the City of Troy and Troy City Schools effective upon execution.

encl.

cc: J. Drake, Superintendent of Parks
G. Kerber, Law Director

Interagency Operating Agreement Between the City of Troy and Troy City Schools

Interagency Operating Agreement:
Joint Use of Troy City School District and City of Troy Recreation Facilities

AGREEMENT BETWEEN TROY CITY SCHOOL DISTRICT BOARD OF EDUCATION ("TCS") AND THE CITY OF TROY OR BOARD OF PARK COMMISSIONERS (COLLECTIVELY, "CITY") FOR USE OF RECREATION FACILITIES

WHEREAS, Ohio Revised Code Section 3313.59 authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to the enhancement of the recreational opportunities afforded to the children in the community; and

WHEREAS, TCS is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by TCS for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

NOW, THEREFORE, TCS and the City agree to cooperate with each other as follows:

1. **Term**

   This Agreement shall become effective upon date of signing and shall continue for a period of ten (10) years, and then shall be automatically renewed for successive five (5) year terms, unless sooner terminated as provided for hereinafter in Section 10.

2. **Cooperative Agreement**

   As provided herein, TCS and the City hereby agree to cooperate in coordinating programs and activities conducted on all their respective properties and in all their respective facilities listed on Exhibit A (add title of the attached spreadsheet). TCS and the City shall have the right to add or exclude properties during the term of this Agreement, provided that any such change shall be in writing and approved administratively by both TCS and the City. Reference to TCS Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and "User" shall mean the other party using the Owner's property and/or facility under the terms of this Agreement. "Public Access Hours" shall mean the hours during which the City or third parties use TCS Property.

The parties agree and acknowledge that no agency, employment, joint venture, or partnership has been or will be created pursuant to terms and conditions of this Agreement. Each party accordingly acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of the other party with respect to any federal, state, or local laws. Each party shall be responsible for, and shall pay for, any wages, benefits, charges, fees, and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, retirement contributions, and/or any other governmental charges or taxes required to be paid on behalf of said party's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services pursuant to this Agreement.

3. Use

Owner shall be entitled to the priority use of Owner's Property, with User having secondary priority at times Owner does not require use of the property.

At all other times and subject to a schedule developed by each respective Owner, the User and third parties authorized by the User shall be entitled to use Owner's property, without charge, for community recreational and educational purposes for the benefit of students, TCS, and the City at large. The User's obligations under this Agreement shall apply to third parties using property. User shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using Owner's Property. While supervising community recreational activities on Owner's Property, User shall enforce all Owner's rules, regulations, and policies as provided by Owner. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs, and opportunities of school-aged children shall be the highest priority and be adequately protected.

4. Compliance with Law

All use of TCS and City Property shall be in accordance with federal, state, and local law. In the case of a conflict between the terms of this Agreement and the requirements of any applicable law, the applicable law shall govern. Any actions taken by TCS or the City that are required by applicable law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

5. Communication

a. Designation of Employees

TCS and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement. Those designees are:

For City of Troy, 100 S. Market Street:

- Director of Public Service and Safety
- Superintendent of Parks

For Troy City School District, 500 N. Market Street:
- School Superintendent
- School Treasurer

b. Joint Use Interagency Team

TCS and the City shall establish a Joint Use Interagency Team ("Interagency Team"), composed of non-elected staff representatives of TCS and the City, as determined administratively by each party to develop the schedule for use of TCS and City Property, to recommend rules and regulations for TCS and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

i. The Interagency Team shall hold conference calls or meetings at least annually to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it shall be referred to the Superintendent of the Troy City Schools and the Director of Public Service and Safety of the City of Troy or their designees for resolution. In the event that a selection satisfactory to both parties is not reached, the parties shall submit the dispute to non-binding mediation.

ii. The Joint Use Interagency Team shall review the Agreement by March 1st of each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement.

6. Maintenance of Property

a. User agrees to exercise due care in using the Owner's Property and to keep it in neat order during its use.

Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties as outlined in attached Exhibit A, except as identified in 6 (b) below.

b. Ballfields shall be maintained and prepared for games as follows:

i. During the school year (when school is in session) or during school-sanctioned events, TCS shall maintain and prepare the fields at North Market, East Elementary, North Elementary, West Elementary, and South Elementary.

ii. The City shall maintain and prepare the Duke Park fields.

iii. When school is out of session for the summer break, the City shall maintain and prepare all ball fields outlined in Exhibit A.

c. Ballfield maintenance and preparation shall include but not be limited to herbicide applications and dragging and lining of infields in preparation for games.

7. Improvements

a. User shall obtain Owner's written consent to make any alterations, additions, or improvements to Owner's Property.

b. Alterations, additions, or improvements, solely benefiting User, shall be at the expense of the User. User and Owner shall split improvement costs of shared-use facilities subject to mutual agreement of the parties.

c. Owner may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by User at the expiration or termination of this Agreement. "Good cause" includes reasons for health and safety or Owner's need to use Property for educational or municipal purposes.

8. Scheduling Use of Property

User representatives shall have the responsibility for scheduling the use of Owner's Property through the designated policies and procedures of the respective Owner.

User shall be responsible for scheduling third-party use of Owner's Property using the priorities established in Section 3. User scheduling Owner's property shall be limited to rules, regulations, and ordinances pertaining to access to Owner's property.

9. Insurance

TCS and City shall each procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the parties' respective agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers' Compensation**: as required by the State of Ohio, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

3. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the respective parties' profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If a party maintains broader coverage and/or higher limits than the minimums shown above, the other party shall require and be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage maintained by a party shall be available to the other party.

Other Insurance Provisions - The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
Each party and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the other party including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to a party's existing insurance.

Umbrella or Excess Policy
Either party may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the TCS's primary and excess liability policies are exhausted.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Self-Insured Retentions
Self-insured retentions must be declared by the maintaining party to and approved by the non-maintaining party. The non-maintaining party may require the maintaining party to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the other party. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by the non-maintaining party. Any and all deductibles and SIRs shall be the sole responsibility of the named insured or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The non-maintaining party may deduct from any amounts otherwise due to the named insured to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The non-maintaining party reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the non-maintaining party.

Claims Made Policies
If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
- If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the named insured must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by each party before the effective date of this agreement. However, failure to obtain the required documents prior to the effective date shall not waive a party's obligation to provide them. Each party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
Each party reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. Termination

This Agreement may be terminated at any time prior to its expiration upon 12 months written notice.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

12. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Signatures on following page.

Troy City School District

____
Chris Piper
Superintendent

Date: ______________________________

City of Troy, Ohio

____
Patrick Titterington
Director of Public Service and Safety

Date: ______________________________

____
R. Jordan Emerick
President, the Board of Park Commissioners

Date: ______________________________

Approved as to Form:

____
Mitchell L. Stith
Attorney

Date: ______________________________

____
Grant D. Kerber
Director of Law

Date: ______________________________

EXHIBIT A

City of Troy/Board of Park Commissioners Property	Parcel #	Maintenance Requirements	Time of Year
Archer Park Soccer Fields		Mowing, herbicide applications, lining for games	Spring/Summer/Fall
Community Park Tennis Courts	D08-250355	Blowing leaves off courts as needed, replace nets as needed	Spring/Fall
Duke Park Ball Fields	D45-250037	Mowing, dragging and lining infields for game prep, herbicide applications	Spring/Summer
Duke Park Pickleball Courts	D45-250037	Blowing leaves off courts as needed, replace nets as needed	Spring/Summer/Fall
Duke Park Soccer Fields	D45-250037	Mowing, herbicide applications, lining for games	Spring/Summer/Fall
Duke Park North (Future Facilities)	R50-005520 - R50-005510	Mowing, herbicide applications, lining for games	Spring/Summer/Fall
North Market Ball Fields	D08-250325	Mowing, dragging and lining infields for game prep, herbicide applications	Spring/Summer
Robinson Reserve	R50-005520 - R50-005510	Mowing walking path, annual mowing of prairie, invasive species control	Summer/Fall
Treasure Island Park	D08-251010 - D08-251008	Mowing, herbicide applications, empty trash containers, clean restrooms	Year-Round
Trinity Park Soccer Fields	D08-250395	Mowing, herbicide applications, lining for games	Spring/Summer/Fall
Troy City Schools Property			
East Elementary School	D08-250340	Mowing, dragging and lining infields for game prep, herbicide applications	Spring/Summer
Troy Soccer Field	D08-250280 - D08-250282	N/A	Spring/Summer
Troy Memorial Stadium	D08-250276	N/A	Spring/Summer
North Elementary School	D08-250290 - D08-250260	Mowing, dragging and lining infields for game prep, herbicide applications	Spring/Summer
South Middle School	C06-250212	Mowing, dragging and lining infields for game prep, herbicide applications	Spring/Summer
West Elementary School	D08-250735	Mowing, dragging and lining infields for game prep, herbicide applications	Spring/Summer

TROY
OHIO

Patrick E. J. Titterington
City Director
Patrick.Titterington@TroyOhio.gov

MEMORANDUM

TO: Board of Park Commissioners

FROM: Patrick E. J. Titterington

DATE: October 18, 2024

SUBJECT: **RECOMMENDATION TO COUNCIL REGARDING NAMING OF MARGARET DUKE TRAIL**

RECOMMENDATION:
That the Board of Park Commissioners provides a recommendation to Troy City Council that the trail in the Robinson Reserve of the Paul G. Duke Park be named “Margaret Duke Trail.”

BACKGROUND:
There is a trail within the Robinson Reserve, located in the Paul G. Duke Park, that is proposed to be named “Margaret Duke Trail.” This naming would fit Council’s policy for Naming of City Facilities (copy attached):

- The community has received a tangible benefit from the philanthropy of Margaret Duke and her family over several decades
- Margaret Duke has not been recognized with any other permanent City-recognized honor
- This would be a posthumous recognition and is supported by the Duke and Robinson families
- There is a direct relationship with this trail being located within the Robinson Reserve of the Paul G. Duke Park
- Attached is a rendition of the proposed plaque

REQUESTED ACTION:
It is asked that the Board consider a recommendation to Council authorizing the proposed naming.

encl.

MARGARET DUKE TRAIL

Dedicated in the Memory of
Margaret Queary Duke
(1907 - 1960)

Loving and devoted wife of
Paul G. Duke and mother of
Richard Duke and
Patricia Duke Robinson,
notable Troy philanthropists.

APPROVED BY CITY COUNCIL MAY 2, 2011
MOTION OF COUNCIL MEMBER KENDALL,
SECOND BY COUNCIL MEMBER CLARK
AND UNANIMOUS VOTE OF 5 MEMBERS OF
COUNCIL PRESENT AT THAT MEETING

TROY CITY COUNCIL

POLICY

NAMING OF CITY FACILITIES

This Policy acknowledges the desire to recognize and honor outstanding public service by "naming" public facilities or other City-owned property in honor of individuals or organizations who have not already been so recognized by or in the City.

It is important that the name of City facilities, whether they be structures or land, be easy for the general public to identify and locate.

The following shall be the general policy of the City:

1. "Facility" may include but not necessarily be limited to buildings, streets, parks, or rooms or places within those locations;
2. Street names shall not be changed once legally recorded, as doing so would affect the addresses of neighboring properties and would create expenses for all Troy taxpayers;
3. A secondary or honorary name may be considered to supplement a street name provided that the secondary name shall be limited to a cause, organization or leader who has had a positive effect on the City;
4. Consideration may be given to naming a facility for an elected official, volunteer, or organization based upon the following factors, all of which should be demonstrated and documented:
   A. The community received a tangible benefit from the positive work of the elected official, volunteer or organization;
   B. In the case of an individual, the length of service provided to the community represents a minimum of 12 years of service to the community in any position or positions;
   C. No other permanent City-recognized honor or award has been bestowed upon that elected official, volunteer, or organization; and
   D. The person does not currently hold a public office or position for which the honor is being bestowed.

5. It is preferred that a facility should be named posthumously and shall require the permission of the family. When the naming of a facility is considered for a living individual, their permission shall be obtained.
6. There should be a relationship between the facility and the name being applied. In considering naming a facility, Council shall take into account the relationship of the proposed name to the type of facility.
7. The word "memorial" should not be included in naming a facility.
8. Upon the naming of a facility other than a street, a small plaque or notice that informs the public as to the relationship and significance of the name to the facility may be posted.
9. Where a citizen, group or organization requests the renaming of a facility, that individual or group shall bear all renaming costs.
10. Once a facility is named, the name should remain for a minimum period of 30 years (unless the facility ceases to exist).
11. While Boards, citizens or organizations may propose the naming of a facility, final approval for the naming or renaming of all City facilities will rest with Troy City Council.

Revised Policy Approval Date: May 2, 2011

Attest: Sue G. Knight
Clerk of Council