



CITY OF TROY BOARD OF PARK COMMISSIONERS
MEETING AGENDA
Monday, April 6, 2026
4:00 p.m. – Council Chambers

Call to Order: President – Mr. Emerick

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

II. Approve Minutes: March 3, 2026, Board of Park Commissioners Meeting Minutes

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

IV. Old Business:

- a. Recommending to Troy City Council leasing the Barn in the Park building to the Community Improvement Corporation

V. New Business:

- a. Award the contract for the Tee Signs/Additional Signage for the Miami Shores Golf Course
- b. Award the contract for the Non-Alcoholic Beverage Agreement with PepsiCo Beverages for Hobart Arena, Troy Aquatic Park, and Miami Shores Golf Course

VI. Other:

- a. Note receipt of a check from the William H. Maier Successor Trust in the amount of \$1,783.20.

VII: Adjourn:

CITY OF TROY BOARD OF PARK COMMISSIONERS
MINUTES – Tuesday, March 3, 2026 at 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: City Staff

The minutes of the January 21, 2026, Joint Board of Park Commissioners and Recreation Board meeting were approved by unanimous vote, following a motion from Mrs. Anderson, seconded by Mr. Harrelson.

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

REPORTS:

- Park Superintendent, Jeremy Drake, submitted a report (copy attached to original minutes). Mr. Drake stated the bid specification for the Playground Turf for Duke Park Playground and Community Park Playground have been approved. The playground equipment at Duke Park will be installed in the coming weeks.
Mr. Emerick questioned the status of the improvements at the baseball fields at Archer Park and Mr. Drake said the infields will be rebuilt this spring and if weather doesn't allow, it will take place this fall.
- Recreation Director, Ken Siler, submitted a report (copy attached to original minutes). Mr. Siler stated the RFP for the Park and Recreation Beverage Agreement is out and the recommendation will be presented at the March Meeting.
- Director of Golf, Tim Grieser, submitted a report (copy attached to original minutes). Mr. Grieser stated staff are finalizing the details for the upcoming irrigation project. Mr. Grieser noted the simulator league is finishing up. Staff have removed 26 trees throughout the course that were either dead or terminal.
Mr. Grieser stated he is looking to start up a Volunteer Player Assistant Program at the Miami Shores Golf Course. The volunteer Player Assistant Program is designed to enhance the golfer experience at Miami Shores by providing on-course support, pace-of-play assistance, and friendly customer service throughout the facility.
Mr. Emerick stated he attended the February Miami Shores Golf Advisory Board Meeting. It was highlighted that the meeting schedule is located on the Miami Shores Golf Course website.

NEW BUSINESS:

- **Approve the Parks and Recreation Master Plan** – Mr. Austin Eidemiller, Planning & Zoning Manager, stated the City of Troy is in partnership with American StructurePoint and Legacy Sports Group who have conducted a master planning process for our parks system that led to the creation of the Park and Recreation Master Plan. The plan was developed through a comprehensive, multi-phase planning process designed to ensure that the future park investment aligns with community needs, demographic trends, accessibility requirements, and long-term goals of the city with an emphasis of public engagement. The planning process involved extensive public engagement efforts that included:
 - A community survey with 882 responses
 - In-Person outreach during the Troy Strawberry Festival
 - Steering Committee and Stakeholder Involvement
 - A public presentation of initial recommendations in December 2025 and January 2026
 - Additional work session with the Park Board and the Recreation BoardMr. Eidemiller stated the Recreation Board approved the Master Plan at their February 2025 meeting. Mr. Harrelson thanked City Staff, American StructurePoint, Legacy Sports Group, and all of the volunteers for all their time to create the final draft of this plan. Mr. Harrelson feels this Master

Plan will come in great use for some significant improvements with our parks over the next many years and it will be a great tool for the Park Board to reference in the future.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to approve the Parks and Recreation Master Plan.

MOTION PASSED, UNANIMOUS VOTE

- **Provide a recommendation to City Council that the May 8, 2026 Troy Truck Yard event be held at Herrlinger Park with the event to include the sale and consumption of alcoholic beverages (beer only)** – Development Director, Mr. Tim Davis, stated that starting in 2019, the City has held the Troy Truck Yard event in different areas to help promote the riverfront area in general. The Troy Truck Yard is a casual pop-up event, featuring music, food, and beverages. These events have been popular in the past.

A motion was made by Mr. Emerick, seconded by Mrs. Anderson to recommend to Troy City Council that the 2026 Troy Truck Yard event be held at Herrlinger Park on May 8, with the event to include the sale and consumption of alcoholic beverages (beer only).

MOTION PASSED, UNANIMOUS VOTE

- **Additional events that may include use of public property – Community Park for National Night Out on August 4** – Administrative Assistant, Sue Knight, stated the past few years, National Night Out has been held in neighborhoods and prior to that it was a major event that was held in Community Park. The School Resource Officers has suggested holding the event at Community Park again this summer. The event will be free on August 4 in the evening and will include games, food, and first responders will be on hand.

A motion was made by Mr. Emerick, seconded by Mr. Harrelson, to approve the addition to the event list for National Night Out to be held in Community Park on August 4, 2026.

MOTION PASSED, UNANIMOUS VOTE

- **Recommending to Troy City Council leasing the Barn in the Park building to the Community Improvement Corporation** – Director of Public Service and Safety, Mr. Patrick Titterington, stated the current lease for the Barn in the Park building has expired. Staff is recommending that the building be leased to the Community Improvement Corporation (CIC) so that the CIC can handle future leases of the building on behalf of the city. Transfer of the property would be conditioned upon the CIC continuing the same terms and conditions as were included in the most recent lease. The Director of Law has advised that the lease of the building to the CIC is permitted by the ORC. Mr. Emerick confirmed that the Barn in the Park is currently owned by the Board of Park Commissioners, but the lease would be with the CIC. Mr. Harrelson questioned if there are any immediate maintenance needs for the Barn in the Park. Mr. Drake stated the roof will be replaced soon and there will be new trim work completed but none of the work is conditioned based on this lease being finalized. Mr. Harrelson stated he has heard feedback and would like more time to review this request. The Board of Park Commissioners agreed to discuss this at the April Meeting.

- **Discussion of adding one additional ad panel to the North Market Street Baseball Scoreboard** – Mr. Drake stated the Baseball Parents Association are short on funds to complete the current improvements at the North Market Street Baseball Field and they are exploring ways to offer more space for sponsorships on the current scoreboard. They want to add another panel below the existing one to increase more sponsorship funds.

Mr. Emerick confirmed they want to add one more panel below the existing one. Mr. Emerick questioned the colors that will be on the additional panel and Mr. Drake stated it will be a blank white panel, but the additional colors could be added in a company logo. Mr. Drake stated they will not be able to add any more panels below the one that is being requested because it will be below the fence line.

Mrs. Anderson asked if they would be able to add banners to the fence and Mr. Drake stated if there are banners placed on the fence, it would violate the sign code that is in place.

Mr. Harrelson asked if staff is looking to change the sign ordinances based upon the changes coming to the zoning code and Mr. Davis confirmed changes will be submitted to the Planning Commission

within the coming months but Mr. Davis stated the changes that could be coming would not have any effect on what is being proposed.

Mr. Emerick questioned if a business chooses to advertise, how long will the advertisement be displayed, and Mr. Drake thought the advertisement was in place for three years.

A motion was made by Mr. Emerick, seconded by Mrs. Anderson, approve adding one additional ad panel to the North Market Street Baseball Scoreboard. MOTION PASSED, UNANIMOUS VOTE

- **Discussion of Carriage Crossing Park Sign with section added** – Mr. Drake stated the Board of Park Commissioners approved a sign to be placed in Carriage Crossing Park in August 2016 stating the generous land was donated by the founder of Arc Abrasives, Inc. Zerla Stayman. The sign has never been placed by the Carriage Crossing Park Sign and the donor of the property recently reached out the City asking to have the sign placed.

A motion was made by Mr. Emerick, seconded by Mrs. Anderson, to approve the sign rendering that was provided and be added to the existing Carriage Crossing Park Sign.

MOTION PASSED, UNANIMOUS VOTE

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

Respectfully submitted,

Park Board Meeting April 6, 2026

Items of Interest:

- Winter tree removals of dead and diseased trees have concluded for the season. Staff will now focus on disease control, pruning, and watering trees as needed.
- Park staff responded to multiple tree damage calls during two major wind events in March. Everyone did an excellent job and worked safely and efficiently.
- A large section of the south barn roof at Duke Park sustained damage during the windstorm on March 13th. We are currently waiting for a word from MVRMA for next steps.
- We have received approval by H2Ohio to repave the Duke Park entrance at the conclusion of the wetland project. Grant Kerber is currently doing a final review of the contract ahead of grant acceptance.
- Installation of the new playground is underway at Duke Park. This work is expected to continue this week and wrap up by April 10th, weather permitting.
- Playground turf bids for both Duke Park and Community Park were opened on April 1st. Motz Scapes LLC was the lowest bidder on both projects.
- The sign for Carriage Crossing Park to recognize the land donation by Zerla Stayman (ARC Abrasives) is expected to be finished this week. Staff will install the sign as soon it is received.
- Soccer, softball, and baseball are all fully underway. Fields were painted and soccer goals placed the second week of March. Staff have begun to prepare ballfields for games daily.
- The siding and gutter work at the Senior Center, approved in the 2026 budget, has been completed.
- Replacement of the lower roof and window and door trim at the Barn in the Park have been completed.

CITY OF PARK BOARD MEETING

April 6, 2026

Council Chambers
4:00 p.m.

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

1. Summer program registrations began on April 1st.
2. 2026-27 Youth Hockey registrations will begin April 8th.
3. Upcoming Hobart Arena Events:
 - a. WGI Practices – April 7-19, 2026.
 - b. WGI Percussion Preliminary Event – April 16, 2026.
 - c. Veterans Connect – Job & Services Fair – April 22, 2026.
 - d. Dayton Feis – April 25, 2026.
 - e. UVCC Achievers Awards Ceremony – April 28, 2026.
 - f. Ohio Baton Twirling Championships – May 2 & 3, 2026.
 - g. Centerstage Dance Spring Recital – May 9 & 10, 2026.
 - h. 38 Special Concert – May 15, 2026.
 - i. Three Dog Night Concert – July 16, 2026.
4. We are currently offering \$10 off season passes through April, 2026. One Hundred Forty-five (145) 2026 Troy Aquatic Park season passes plus sixteen (16) grandparents passes have been sold to date.

To: Board of Park Commissioners

From: Tim Grieser, Director of Golf

Subject: April 2026 Golf Report

Date: Monday, April 6, 2026



- Leagues- League play will begin this month.
- Aerification- All 18 greens and the putting green will be aerified on Tuesday, April 21. The course will be closed for the day and will reopen on Wednesday, April 22.
- Course Maintenance- Routine daily maintenance procedures have resumed across the course.
- Greens Setup- We have returned to a single hole location per green after utilizing two hole locations during the winter months to help manage wear.
- Storm Damage- High winds the past month resulted in the loss of two pine trees and the top portion of another pine tree located between the #1 green and the #2 hole. We also lose a couple of limbs near the clubhouse alone with some shingles.
- We are now operating on our in-season rates, which will remain in effect through October 18th.
- Hours of Operation-
 - April
 - Weekday: 8:00 AM - Dusk
 - Weekend: 7:30 AM - Dusk

MEMORANDUM

TO: Board of Park Commissioners

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

DATE: February 27, 2026

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

RECOMMENDATION:

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

BACKGROUND:

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

REQUESTED ACTION:

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

encl.



LEASE OF PROPERTY
KNOWN AS THE
BARN IN THE PARK

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

Term

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

Covenants of Lessee

The lessee will agree as follows:

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

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

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

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

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

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

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

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

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

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

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

patrick.titterington@troyohio.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenants by Lessor

The Lessor agrees as follows:

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

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

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

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

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

MUTUAL COVENANTS

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

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

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

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

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

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

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

Termination

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

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

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

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

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

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

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

DDENDUM TO LEASE
PAGE TWO

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

ADDENDUM TO LEASE
PAGE THREE

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

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

Signed and acknowledged
in the presence of:

(witness)

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

Alan M. Kappers, President

Rebecca S. Pierce, Secretary

ADDENDUM TO LEASE

Signed and acknowledged
in the presence of:

LESSEE: TROY CIVIC THEATRE, INC.:

(witness)

Jacquelyn L. Chamberlin, President

Approved as to form:

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

STATE OF OHIO, COUNTY OF MIAMI SS:

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

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

Notary Public

STATE OF OHIO, COUNTY OF MIAMI SS:

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

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

Notary Public



MEMORANDUM

TO: Board of Park Commissioners
FROM: Tim Grieser, Director of Golf
DATE: April 2, 2026
SUBJECT: Award the contract for the Tee Signs/Additional Signage for the Miami Shores Golf Course to the only bidder Masterpiece Signs and Graphics, Inc. DBA Golf Graphics

RECOMMENDATION:

That the Board of Park Commissioners make a positive recommendation to award the contract for the Tee Signs/Additional Signage for the Miami Shores Golf Course to the only bidder, Masterpiece Signs and Graphics, Inc. DBA Golf Graphics.

BACKGROUND:

The Board of Park Commissioners authorized staff to proceed with the Request for Proposals on February 9, 2026. Request for Proposals were received on March 18, 2026 for the Tee Signs/Additional Signage for the Miami Shores Golf Course with one bid being received from Masterpiece Signs and Graphics, Inc. DBA Golf Graphics. The bid was reviewed by the Director of Law, and he has approved the proposal that was submitted.

REQUESTED ACTION:

It would be appreciated if the Board would consider my recommendation that the contract be awarded to the only bidder, Masterpiece Signs and Graphics, Inc. DBA Golf Graphics for the contract for the Tee Signs/Additional Signage for the Miami Shores Golf Course.



MEMO

TO: Troy Board of Park Commissioners & Troy Recreation Board

FROM: Kenneth E. Siler, Director of Recreation
Carrie Slater, Asst. Recreation Director/Troy Aquatic Park Manager
Tim Grieser, Director of Golf

SUBJECT: 2026 City of Troy Parks & Recreation Non-Alcoholic Beverage Proposal
Review & Recommendation

DATE: April 2, 2026

At the Joint Recreation & Park Board Meeting held on January 21, 2026, The Troy Board of Park Commissioners and Troy Recreation Board authorized requesting proposals for a new Parks & Recreation Non-Alcohol Beverage Service Agreement. The City of Troy Beverage Request for Proposal was to replace the current agreement, which is scheduled to expire on April 30, 2026 with a new 6 year contract, with the option of a two year additional extension. The beverage proposals were to include vending beverage service, fountain beverage service and glass front merchandisers. Proposals were received from PepsiCo and Coca-Cola Consolidated.

Summary of Proposals:

	Pepsi	Coke
Annual Payment	\$6,500/year	\$9,000/year
Rebates	\$2/bottled case & \$1.50/fountain gallon	None
Marketing Funds	\$1,000/year – Total of \$8,000 (over 8 years)	\$2,000 in years 1, 3 & 5; Total of \$6,000
Fountain Beverages	Hobart Arena, Troy Aquatic Park & Miami Shores	Only at Hobart Arena (Coke wants to convert TAP & Shores to all bottled product)
Pricing Increase Cap	5% Annual Max Increase	No Cap on Annual Increases

Product Pricing (Bottles priced per bottle/gallon)

	Pepsi	Coke
Carbonated Soft Drink – 20oz	\$1.34	\$1.39
Bottled Water – 20oz	\$0.92	\$0.94
Gatorade/Powerade	\$1.43	\$1.36
Soft Drink – 12oz Cans	\$0.66	\$0.71
5 Gallon Bag In Box	\$23.20/gallon	\$27.00/gallon
3 Gallon Bag in Box/2.5 (Coke)	\$23.99/gallon	\$28.30/gallon
Cups	\$0.085	\$0.086
Lids	\$0.023	\$0.029

Projected 2026 Expenses Based on Proposed Pricing & 2025 Volume Purchased:

Hobart Arena		
Amount Sold	Pepsi Price	Coke Price
387 cases- Sport	\$13,273.48	\$12,631.68
387 cases- Pop	\$12,480.75	\$12,910.32
387 cases- Water	\$8,537.22	\$8,730.72
3G-96	\$6,909.12	\$8,150.40
5G-190	\$22,040.00	\$25,650.00

Troy Aquatic Park		
Amount Sold	Pepsi Price	Coke Price
29 cases-Sport	\$992.09	\$946.56
29 cases- Pop	\$935.25	\$967.44
29 cases- Water	\$639.74	\$654.24
3G-39	\$2,806.83	\$3,311.10
5G-60	\$6,960.00	\$8,100.00

Miami Shores		
Amount Sold	Pepsi Price	Coke Price
437 cases-Sport	\$14,949.77	\$14,263.68
437 cases- Pop	\$14,093.25	\$14,578.32
437 cases- Water	\$9,640.22	\$9,858.72
55 cases (Cans)	\$872.85	\$937.20
3G-66	\$4,750.02	\$5,603.40
5G-110	\$12,760.00	\$14,850.00

Cost Difference in Year 1

Total w/Fountain & All Bottled Sport Drink	\$86,314.16	\$94,444.02	\$8,129.86
Total w/Fountain & All Bottled Pop	\$84,608.07	\$95,058.18	\$10,450.11
Total w/Fountain & All Bottled Water	\$75,916.00	\$85,845.78	\$9,929.78

The totals above are the estimated total product expenses for the 1st year of the new contract based on the proposed pricing from both vendors and based on the volume of product that we purchased in 2025. (if both BIB & Bottles were to be sold at TAP & Shores)

****The average difference in estimated total product expenses for the 1st year = \$9,503****

The recommendation from Hobart Arena, Troy Aquatic Park and Miami Shores staff is to proceed with a new non-alcoholic beverage agreement with PepsiCo Beverages. Based on the following items:

- **ESTIMATED LESS OVERALL PRODUCT EXPENSE** – Per the above spreadsheet, the estimated savings in product expense in Year #1 will be approximately \$9,500 with Pepsi (based on 2025 volume purchased)
- **PEPSI REBATES** - Annual rebates over the last 6 years from Pepsi have averaged \$1,944/year (which includes a down year with Covid). The last 2 years have averaged \$2,497/year, with rebates continuing to increase each year. (\$2,698 in 2025) With no rebates from Coke, based on 2025 volume, the Rebates from Pepsi will likely more than offset the difference in the annual payment between Coke & Pepsi.
- **ALL BOTTLED PRODUCT AT TAP & SHORES IS NOT FEASIBLE** – Coke has proposed that they will convert the Troy Aquatic Park and Miami Shores Golf Course to all bottle/can sales with no fountain. It is not practical to vend all non-alcoholic drinks via only bottles at the Troy Aquatic Park and Miami Shores Golf Course based on refrigeration capacity and overall operational and storage space. Miami Shores also uses their fountain machines for mixed drinks.
- **PEPSI HAS ANNUAL PRICE INCREASE CAP** – Pepsi has an annual price increase cap of 5%. Coke does not have an annual price increase cap on their product.
- **PEPSI IS OFFERING MORE MARKETING DOLLARS** – Pepsi provides \$1,000 in marketing dollars for branded/marketing/promotional items per year for a total of up to \$8,000 over the course of an 8 year agreement vs. a total of \$6,000 in marketing dollars from Coke.
- **PEPSI HAS GREATER VARIETY OF OFFERINGS** - Coke does not offer equivalent fountain flavors for a couple of our top selling flavors; Mountain Dew & Mug Root Beer and they also do not offer Dr. Pepper, another top seller. In addition, there is a much wider variety of other beverage options provided through Pepsi (eg. Poppi, Alani, Celsius, Coffee drinks, etc.)

30699 (06/19)

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FIXED PRINCIPAL REMITTANCE

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WILLIAM H. MAIER SUCCESSOR TR U/W

RECEIVED

MAR 30 2026

AUDITOR'S OFFICE

Wealth Management & Investment Services
Questions Call 1-855-594-7236

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