

Wilmington Parks and Recreation Meeting Agenda
February 1, 2016 - 6:00 pm
Community Room – Municipal Bldg

Greetings**Roll call****Review and Acceptance of Minutes from Jan. 4, 2015****Old Business**

1. Update on scheduled events; approval as needed: Lori
2. Grant Updates Lori
 - a. NatureWorks Round 21 – \$22,297 awarded. Work must be completed by the end of 2016. Balance of \$1,810.37 still available (sign and tree work).
 - b. ODNR Aquatic Education program 2016 – Application period is September 15, 2015 - December 31, 2015 for events taking place July 1, 2016 - June 30, 2017. Applied \$1,452 for Passport to Fishing Program and fish stocking for 2016.
 - c. NatureWorks Round 22 submitted as part of the David Williams Memorial Park completion project. Received notification Nov. 2 that we would be receiving \$26,932. Project must be completed by December 2017.
 - d. Land and Water Conservation Fund – submitted as part of the David Williams Memorial Park completion project. Agreement for \$150,000 reimbursement grant completed. Project must be completed by November 2017.
 - e. American Academy of Dermatology Shade Structure Grant Program – partnership with Clinton Memorial Hospital. Grant period is Sept. 1 – Nov. 25, 2016. Requires a skin cancer awareness program and we provided information to soccer parents and placed information in park kiosks.
 - f. CDBG – Handicapped access to dog park from parking lot and restroom from the wooden playground is scope and construction must be completed by December 2016.
 - g. Recreational Trails Grant – Deadline for application was moved back to April 1, 2016.
 - h. NatureWorks Round 23 due May 1, 2016. Discuss potential scope.
 - i. Misc Grants
 - WalMart – Submitted 12/22/15. Request was for \$2500 for DWMPCP. Request was declined.
 - PNC, Lowes, Peoples BanCorp, FinishLine(Must be 501(c)3).
3. Council/Park Committee Update; lodging tax/General Fund Council Rep
4. Status of Stuckey Farm Park Lori
5. Xidas Park Update Lori
 - a. Review terms of lease, City Ordinance 5105.
6. David Williams Completion project status.
 - a. Partnership with Wilmington News Journal
7. State Capital Budget Bill Request status.
8. Southeast Community Park – final project
9. Banner donations to date - \$950
10. Shelter reservation requests to-date – 43.

New Business

1. Financial Update Lori
 - a. 2015 year end review and end of year line item adjustments
 - i. 540.430.5279 SECP – supplemental appropriation of \$113.65
 - ii. 540.430.5278 Dog Park – supplemental appropriation of -\$852.24
 - iii. 540.430.5283 Stuckey Farm Park – supplemental appropriation of -\$469.70
 - iv. 540.430.5581 Aquatic Ed – supplemental appropriation of -\$954.06
 - v. 540.430.5514 Skatepark Temp – supplemental appropriation of -\$515.28
 - vi. New line item to cover Round 21 Natureworks CLIN-018 match balance - (Max reimbursement still available is \$1810.37 or a total expense of \$2262.96)
 - vii. Supplemental appropriation of \$452.59 from Rec Fund to New Line Item 540.430.5284. (Match vi.)
 - viii. Establish new line items – LWCF Match; Rd 22 NatureWorks Match
 - ix. Establish new funds – LWCF Reimbursement 39-01414; Rd 22 CLIN-019 NatureWorks Reimbursement
 - b. Vehicle updates – supplemental appropriation of \$6000 to Capital Equipment – 430.430.5512 to purchase new truck to replace 1996 Ford truck.
2. Declare as surplus John Deere 270 Turf Aerator and 1959 Ford 600 Tractor
3. Athletic Coordinator Update Jody
4. Maintenance Update Travis/Lori
 - a. Observation deck in Lytle Creek Prairie
 - b. Upgrade baseball field lights; opportunity with DP&L.
 - c. Drainage pipe installation on Kiwanis and Rotary Fields.
 - d. Storage building near old playground.
 - e. Bridge decking.
5. Make a Difference Day 2017 – Lytle Creek Clean Up
6. No Child Left Indoors Programming – Salamander Hike, Earth Day Program
7. Lytle Creek Greenway

Adjournment

Reminder – Signatures for payables needed from Park Board Members

"Your Community Parks – Discover...Play...Celebrate"

2016 Events					
Date	Event	Park Area	Sponsor	Point of Contact	Special Requirements
March 19	Easter Egg Hunt	Galvin Park	Wilmington Library	Pam Ade	Parks staff to put up stakes and caution tape as directed; block off traffic on Birdsall
March 26	Easter Egg Hunt - Rain Date	Galvin Park	Wilmington Library	Pam Ade	
May 14	Opening Day Event	All fields	City Park	Jody Drake	
May 14	Rounders Tournament	CEP Field	Rounders Team	Lance Smaltz	
June 10 - 11	Banana Split Festival	Entire Park	Rotary Clubs		
June 17, 18, 19	Heatin It Up	All fields		Milke Ledford	
June 20-24	Murphy Good Fairy Project	Shelter A and old Bathroom	Murphy Theatre	Diane Murphy	
June 25	Relay for Life	Parking area and center	American Cancer Society	Jodi Zerbe	Will need to determine if fireworks will be permitted
July 4	Fourth of July Festivities	Entire Park	Bible Baptist Church		
July 18-22	Murphy Good Fairy Project	Shelter A and old Bathroom	Murphy Theatre	Diane Murphy	
Aug 1 - 5	Challenger Soccer Camp	Front soccer fields	British Soccer Camp		

Wilmington ParkBoard Meeting Minutes

January 4, 2016 6 p.m.

Present: Maria Butcher, Sean Gibson, Leilani Popp, Lori Williams, Mark McKay, Jen Stewart, Mark Noland.

Butcher welcomed all present.

Popp moved and Gibson seconded to accept the minutes of the December 28, 2015.

Williams gave updates on NatureWorks, ODNR, Land and Water Conservation, CDGB, and American Academy of Dermatology Shade Structure Grant Programs. Recreational Trails Grant, which will extend the life of our trails for 3-5 more years, is due February 1, 2016. It requires a \$25,000 match. NatureWorks, Round 23, is due May 1, 2016. Williams also discussed Misc Grants: Walmart, PNC, Lowes, Peoples Bancorp, and Finish Line—Must be a 501 (c) 3—possibly for CCSA.

No one was present from the Council/Park Committee to give an update. Stuckey Farm Park continues to be improved with more to come in the Spring. Xidas Park is also complete. There will be tree plantings and lights will be added. January 12th will be a meeting with a designer for the Splash Park@ 6:30.

The State Capital Budget Bill Request is due January 20th.

Popp moved and Gibson seconded to accept a \$500 donation from Steve and Diane Hein for trees in the park. Year end reports were not available the Auditor's Office so action will be taken at the February meeting.

Basketball games will begin January 15th. No Child Left Indoors will be having a Salamander hike in February.

It was with much regret that the Board accepted the resignation of Sean Gibson. He is moving to Florida. All wished him well.

Adjournment was at 6:50 P.M.

ORDINANCE NO. 5105

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT OF CERTAIN PROPERTY OWNED BY THE CITY OF WILMINGTON, NOT REQUIRED FOR PUBLIC PURPOSES, PURSUANT TO OHIO REVISED CODE SECTION 721.03 – LEASE OR SALE OF REAL ESTATE – ADVERTISEMENT FOR BIDS AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Wilmington has determined it is in the best interest of the City to lease real estate located adjacent to 36 Sugartree Street and designated as Lot 2 of the Sugartree Corridor Subdivision, described in "Exhibit A," attached hereto and referenced herein; and

WHEREAS, a Lease Agreement for said real estate is attached hereto and made a part hereof as "Exhibit B;" and

WHEREAS, pursuant to Section 721.03 of the Ohio Revised Code: "No contract, except as provided in section 721.28 of the Revised Code, for the sale or lease of real estate belonging to a municipal corporation shall be made unless authorized by an ordinance, approved by a two-thirds vote of the members of the legislative authority of such municipal corporation, and by the board or officer having supervision or management of such municipal corporation. When the contract is so authorized, it shall be made in writing by such board or officer, and, except as provided in section 721.27 of the Revised Code, only with the highest bidder, after advertisement once a week for five consecutive weeks in a newspaper of general circulation within the municipal corporation or as provided in section 7.16 of the Revised Code. Such board or officer may reject any bids and readvertise until such real estate is sold or leased"; and

WHEREAS, said real estate previously was purchased as part of five parcels commonly known as 99 S. South Street and acquired from Xidas Enterprises, Inc. on January 30, 2012; and

WHEREAS, said real estate is not needed for any municipal purpose.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO, AT LEAST TWO-THIRDS OF THE MEMBERS CONCURRING THAT:

Section 1. The real estate located adjacent to 36 Sugartree Street and designated as Lot 2 of the Sugartree Corridor Subdivision, and as described in "Exhibit A" be offered for lease, pursuant to ORC Section 721.03 – Lease or Sale of Real Estate- Advertisement for Bids.

Section 2. The suggested minimum bid for said real estate shall be set at one dollar (\$1.00) per year for fifteen (15) years.

Section 3. Said real estate shall be subject to the following terms of the lease agreement:

1. Lessee shall be responsible for any and all maintenance of real estate located adjacent to 36 Sugartree Street and designated as Lot 2 of the Sugartree Corridor Subdivision, described in "Exhibit A" and adjacent property. Including but not limited to mowing, trimming, trash pickup, and generally keeping real estate in a state of good repair and keeping sidewalks generally free from snow and ice.
2. Lessee shall repair or replace the current sidewalk on the Sugartree side of the real estate.
3. Lessee shall be responsible for maintaining a liability insurance policy naming the City of Wilmington as an insured with limits of \$1,000,000.00 per occurrence.

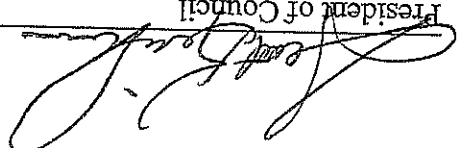
Section 4. Lessee shall utilize real estate described in "Exhibit A" and adjoining lot so as to optimize the production of jobs. A detailed business plan outlining the proposed use shall accompany the bid.

Section 5. The real estate located adjacent to 36 Sugartree Street, Lot 2 of the Sugartree Corridor Subdivision, and as described in "Exhibit A" shall be offered for sale to the lessee described above at the end of the fifteen year period for the sum of \$1.00.

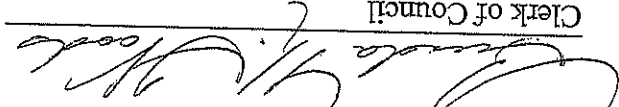
Section 6. That the Mayor be and hereby is authorized to sign the Lease Agreement in substantially similar form as the Agreement attached as "Exhibit B."

Section 7. That this ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare, and accordingly, shall be in full force and effect immediately upon its passage.

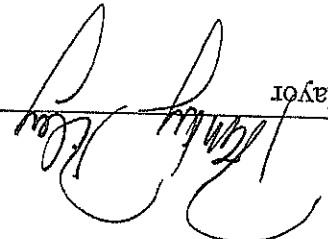
Passed this 15th day of August, 2013.


President of Council

ATTEST:


Clerk of Council

Approved by me this 15th day of August, 2013.


Mayor

LEASE AGREEMENT

This Lease Agreement is made and entered into this 2nd day of October, 2013, by and between The City of Wilmington, Ohio with its principle place of business being 69 North South Street, Wilmington, Ohio 45177, hereinafter referred to as Lessor, and T. Elliott Enterprises, LLC, operating as The Escape Lounge, hereinafter referred to as Lessee.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, use of all land and facilities located at a vacant lot adjacent to 36 Sugartree Street hereinafter referred to as Leased Premises.

ARTICLE 1. TERM**Term of Lease**

1.01. The Term of this lease shall be fifteen (15) years, commencing on October 1, 2013, and ending on October 31, 2028, unless sooner terminated or by agreement of the parties. At the end of the lease, Lessee shall have the option to purchase the leased premises for the sum of One Dollars (\$1.00).

ARTICLE 2. RENT**Fixed Rent**

2.01. Lessee agrees to pay to Lessor without any prior demand therefore and without any deduction or set off whatsoever, rent in the sum of \$1.00 per year. The rent for the year of 2013 shall be due when this Agreement is executed between the parties. Thereafter, during proceeding years, rent shall be due the 1st day of January of each calendar year during the lease, beginning January 1, 2014. In the event Lessee exercises its renewal option under this lease, the rent during that subsequent lease shall also be due on the 1st day of January of each calendar year during that term.

ARTICLE 3. CONDUCT OF BUSINESS

Lessee shall operate the leased premises for so as to optimize the production of jobs, and in any manner permitted by law.

ARTICLE 4. MAINTENANCE, IMPROVEMENT, WASTE, AND NUISANCE**Maintenance of and Improving the Property**

4.01. Lessee shall be responsible for any and all maintenance of the real estate, described in "Exhibit A" and adjacent property including but not limited to mowing, trimming, trash pickup, and generally keeping real estate in a state of good repair and keeping sidewalks generally free from snow and ice. Lessee shall repair or replace the current sidewalk on the Sugartree side of the real estate, with the exception of the gutter.

Moreover, lessee shall have the authority to improve, remodel, enlarge or otherwise change the appearance of the leased premises in any and all ways that enable Lessee to better carry out its business on the leased premises.

Waste and Nuisance

4.02. Lessee shall throughout the lease term maintain the building and other improvements constituting the leased premises so as to keep them free from waste or nuisance, and shall keep the premises in a clean and sanitary condition.

ARTICLE 5. OBLIGATIONS OF LESSOR AND LESSEE

Lessor's Obligations

5.01. Lessor shall abide by the terms of this Agreement to the fullest extent of its capability. In addition, Lessor covenants that it will not encumber the leased premises that is the subject of this document in any way whatsoever without the prior written consent and permission of the Lessee herein. Said permission and consent may be withheld for any and/or no reason on part of the Lessee.

Lessee's Obligations

5.02. Lessee shall abide by the terms of this agreement to the fullest extent of its capability. Lessee further covenants that the leased property that is the subject of this document will only be used to optimize the production of jobs and in a lawful manner. Lessee shall be the sole occupant or user and agrees not to sub-lease any portion of the property.

ARTICLE 6. INSURANCE

Lessee's Obligation

6.01. Lessee agrees to and shall, within 30 days from the date hereof, secure from a good and responsible company or companies doing insurance business in the State of Ohio, and maintain during the entire term of this lease, the following coverage:

(a) A liability insurance policy naming the City of Wilmington as an additional insured with limits of \$1,000,000.00 per occurrence.

Subrogation Waiver

6.03. Lessee agrees that, in the event of loss due to any of the perils for which it has agreed to provide insurance, Lessee shall look solely to its insurance for recovery. Lessee hereby grants to Lessor, on behalf of any insurer providing insurance to it with respect to the demised premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

Proof of Coverage

6.04. On securing the foregoing coverage, the Lessee shall give the Lessor written notice thereof together with a certified copy of the appropriate policies.

Protection Against Cancellation

6.05. Proof must also be given by Lessee to Lessor, that each of the policies provided for in this article expressly provides that the policy shall not be canceled or altered without 60 days prior written notice to the Lessor.

ARTICLE 7. INDEMNITY

Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

ARTICLE 8. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of ensuring the terms of this agreement are being complied with.

ARTICLE 9. EXCLUSIVE USE

9.01. Lessee shall have the exclusive right to use the leased premises for the purpose of

realizing the terms of this agreement and in accordance with the same during the term of this lease.

ARTICLE 10. MISCELLANEOUS

Parties Bound

10.01. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Ohio Law to Apply

10.02. This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Highland County, Ohio.

Legal Construction

10.03. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Sole Agreement of the Parties

10.04. This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.05. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

10.06. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Waiver of Default

10.07. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Attorney's Fees

10.08. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Excuse

10.09. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

10.10. Time is expressly of the essence of this agreement.

Default and Breach Defined; Cure Period for Default

10.11 Failure of either party to this Agreement to honor each and every provision herein shall constitute such party being in default of such provision not honored. The party in default of any or all provision(s) under this agreement shall be sent a notice of default by the other party by certified mail, return service requested, within one week of said other party becoming aware of the default. Failure of the party in default to cure the default within ninety (90) days after receiving notice as herein set forth shall result in a breach of the entire Agreement and subjecting said party in breach to any applicable penalty in law or in equity.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

THE CITY OF WILMINGTON, OHIO
BY: Randy Riley

LESSOR:

T. ELLIOTT ENTERPRISES, LLC
BY: Mark Elliott
Mark Elliott, managing member

LESSEE

Brenda K Woods
Huber Incognito

WITNESSES:

Brenda K Woods
Huber Incognito

WITNESSES:

State of Ohio, County of Clinton

On this 2nd of October, 2013, before me, a Notary Public, in and for said County, personally came Randy Riley, Mayor, and acknowledged the signing thereof to be his voluntary act and deed, pursuant to authority vested in him/her.

Witness my official signature and seal on the day last above mentioned.

Brenda K Woods
Notary Public
My Commission Expires 6-22-18
Recorded in Clinton County

State of Ohio, County of Clinton

On this 2nd of October, 2013, before me, a Notary Public, in and for said County, personally came Mark Elliott, managing member, and acknowledged the signing thereof to be his voluntary act and deed, pursuant to authority of T. Elliott Enterprises, LLC.

Witness my official signature and seal on the day last above mentioned.

Brenda K Woods
Notary Public

Brenda K Woods
Notary Public State of Ohio
My Commission Expires 6-22-18
Recorded in Clinton County

This instrument was prepared by:

ROSE & DOBYNS CO., L.P.A.
Attorneys at Law
97 N. South Street
Wilmington, Ohio 45177
(937) 382-2838

