



## CITY COMMISSION MEETING AGENDA

**CITY COMMISSION**

**DAYTON, OHIO**

**JULY 8, 2020**

**8:30 A.M.**

### **I. AGENDA SCHEDULE**

**Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.**

**(Sign-up sheets at entrance of Commission Chambers.)**

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearings: **(See Section V)**
12. Discussion Item: **N/A**
13. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: **N/A**
17. Miscellaneous (See Section VI)

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### **II. CITY MANAGER RECOMMENDATIONS (Item #8 above)**

The following recommendations are offered for City Commission approval.

#### **A. Purchase Orders, Agreements and Contracts:**

(All contracts are valid until delivery is complete or through December 31<sup>st</sup> of the current year).

##### **1. Purchase Orders:**

##### **POLICE**

**A1. Parr Public Safety Equipment** (parts, supplies and related items to retrofit vehicles) **\$18,538.65**

1. (Cont'd):

**PUBLIC WORKS**

**B1. Service Supply Ltd., Inc.** (playground expansion)      **\$397,072.10**

**WATER**

**C1. BNR, Inc./Jan Products** (Wallace & Tiernan parts as needed  
through 12-31-23)      **116,000.00**

**C2. Detmer Business Group, Inc., dba Summit Industries** (Rittal  
electrical console parts)      **19,964.70**

-Depts. of Police, Public Works and Water.      **Total: \$551,575.45**

2. **ARCADIS U.S., Inc. – Service Agreement** – for Land Optimization  
Study at the Water Reclamation Facility – Dept. of Water/Water  
Reclamation.      **\$100,000.00**  
**(Thru 06/30/21)**

3. **Bricker & Eckler LLP – Contract Modification** – fifth amendment  
for additional legal services and to extend the agreement – Dept. of  
Economic Development.      **\$20,000.00**  
**(Thru 03/31/21)**

4. **Dr. Linda Burrs – Service Agreement** – for executive coaching –  
Dept. of Water.      **\$75,000.00**  
**(Thru 12/31/22)**

**C. Revenue to City:**

5. **Miller Pipeline LLC – Contract Modification** – first amendment for  
off-duty police officer services – Dept. of Police.      **\$140,070.00**  
**(Est. Revenue)**

**E. Other – Contributions, Etc.:**

6. **Sonrai Systems LLC – Payment of Voucher** – for monthly modem  
fees for the RFID Truck Systems – Dept. of Public Works/Waste  
Collection.      **\$5,610.00**

**BY THE BOARD OF REVISION OF ASSESSMENT**

7. In the Matter of Declaring the Intention of the Commission to Vacate  
Shaw Avenue from Great Miami Boulevard to the East Property Line of  
City Lot #13986 – Recommendation to Proceed.

#### **IV. LEGISLATION:**

##### **Emergency Ordinance – First and Second Reading:**

8. **No. 31822-20** Amending and Approving the Rules and Regulations of Electric Transportation Devices, and Declaring an Emergency.

##### **Emergency Resolutions – First and Second Reading:**

9. **No. 6516-20** Declaring the Necessity to Implement the Plan for Services Adopted by the Downtown Dayton Special Improvement District, Inc., and Approved by the City Commission, and Declaring an Emergency.
10. **No. 6517-20** Appointing an Assessment Equalization Board Regarding the Proposed Assessments for the Plan for Services Adopted by the Downtown Dayton Special Improvement District, Inc., and Approved by the City Commission, and Declaring an Emergency.

##### **Ordinance – First Reading:**

11. **No. 31823-20** To Vacate Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986.

##### **Resolution – First Reading:**

12. **No. 6518-20** Acknowledging Notification of the Plan Board's Decision to Extend the Expiration Date of CitiPlan Dayton: The 20/20 Vision to December 31, 2022.

#### **V. PLANNING ACTION**

##### **A. PUBLIC HEARINGS:**

13. To repeal existing Planned Development PD-84 located at 1500 North Keowee Street, retain I-1 zoning for all property within the boundaries of repealed PD-84, and rezone five associated parcels from EGC to I-1 for construction of a wholesale sales and distribution building for 2J Supply – Case No. PLN2020-00066.

14. To remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map. POD designated streets were located in the CDB Central Business District and UBD Urban Business District and had particular design principles that applied to them. Zoning Code text amendments approved in May 2019 repealed the Zoning Code regulations for the PODs and enacted regulations that applied the POD design principles to the entire CBD and UBD. Since the POD-1 and POD-2 regulations have been removed from the Zoning Code, there is no reason to show the POD designated streets on the Zoning Map – Case No. PLN2019-00612.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31824-20**

**RESOLUTION NO. 6519-20**

**IMPROVEMENT RESOLUTION NO. 3598-20**

**INFORMAL RESOLUTION NO. 979-20**



# City Manager's Report

From 2730 – PMB/Procurement

Date July 8, 2020

Expense Type Purchase Order

Total Amount \$551,575.45

Supplier, Vendor, Company, Individual

Name See Below

Address See Below

## 2020 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below
Includes Revenue to the City <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      Affirmative Action Program <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

### Description

### POLICE

#### (A1) P0200960 – PARR PUBLIC SAFETY EQUIPMENT, GALLOWAY, OH

- Parts, supplies and related items to retrofit vehicles.
- These goods are required to retrofit nine (9) Dodge Charger Pursuits used in daily operations.
- Rates are in accordance with the State of Ohio Contract pricing #MMA7607 and Index #MMA845.
- Funding is from the US Department of Justice's Justice Assistance Grant (JAG).
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	28202-6210-1412-71	\$18,538.65

Melina A. Wilson, CPPB

Division

Diane Z. Phoran 6.30.2020

Department

Bobby DeStefano

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

PUBLIC WORKS – DIRECTOR'S OFFICE(B1) P0200969 – SERVICE SUPPLY LTD, INC., COLUMBUS, OH

- Playground expansion.
- These goods and services are required to expand the playground at Belmont Park, Princeton Park, Highview Hills Park and Stuart Patterson Park.
- Rates are in accordance with OMNIA Partners formerly known as National Intergovernmental Purchasing Alliance (NIPA) Contract #R170304 with pricing through 12/30/2020.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Infrastructure	49024-6410-1424-54	\$397,072.10

WATER – WATER SUPPLY AND TREATMENT(C1) P0200948 – BNR, INC. / JAN PRODUCTS, CINCINNATI, OH

- Wallace & Tiernan parts as needed through 12/31/2020.
- These goods are required to maintain the City's drinking water chemical feed systems.
- BNR, Inc. / JAN Products is recommended as the sole authorized distributor for the State of Ohio; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of \$90,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	53000-3430-1301-54	\$26,000.00
2021	Supplies and Materials	53000-3430-1301-54	\$30,000.00
2022	Supplies and Materials	53000-3430-1301-54	\$30,000.00
2023	Supplies and Materials	53000-3430-1301-54	\$30,000.00

(C2) P0200973 – DETMER BUSINESS GROUP, INC. dba SUMMIT INDUSTRIES, KETTERING, OH

- Rittal electrical console parts.
- These goods are required at Ottawa Water Treatment Plant for the relocation from the basement to the upper concourse.
- Three (3) possible vendors were solicited and three (3) responses were received.
- The Department of Water recommends acceptance of the low response.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	53000-3430-1301-54	\$19,964.70

The aforementioned departments recommend approval of this order.



# City Manager's Report

2.

From **3460 - Water/Water Reclamation**

Date **July 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$100,000.00 thru 6/30/2021**

Name **ARCADIS U.S., Inc.**

Address **4665 Cornell Road, Suite 200  
Cincinnati, Ohio 45241**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Sanitary Capital Funds	55003-3460-1159-54-SF1405	\$100,000.00

Includes Revenue to the City  Yes  No      Affirmative Action Program  Yes  No  N/A

**Description**

**LAND OPTIMIZATION STUDY AT THE WATER RECLAMATION FACILITY**

The Department of Water requests permission to enter into a Professional Services Agreement with ARCADIS U.S., Inc. in the amount of \$100,000.00 to optimize land use at the City of Dayton Water Reclamation Facility. In conjunction with the Water Reclamation Facilities Master Plan, this study will review and optimize land use for both solids and liquid streams to ensure continued compliance with regulatory agencies. The professional services to be provided consists of, but not limited to, the land optimization study at the Water Reclamation Facility, consideration of a new Influent Pump Station, and new force mains.

This project is being funded using 2020 Sanitary Capital Funds.

This Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on June 30, 2021.

This Agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Agreement are attached.

**Signatures/Approval**

**Approved by City Commission**

Division

*Michelle D. Ammer* *for MP/AZ*  
*6/26/2020*

Department

*Gulley Dickstein*

City Manager

Clerk

Date

June 26, 2020

**TO:** Shelley Dickstein, City Manager  
City Manager's Office

**FROM:** Michael Powell, Director *MPJ for MP/AC*  
Department of Water

**SUBJECT:** Water Department Contract Items for July 8<sup>th</sup> Commission Meeting

The Department of Water is recommending the award of two contracts for approval on the July 8, 2020 City of Dayton Commission Meeting. The Department of Water considers each of these contracts essential to maintaining operations. Each of the items are detailed below:

**Professional Services Agreement for Executive Coaching**

The Department of Water requests permission to enter into a Professional Services Agreement with Dr. Linda Burrs in the amount of \$75,000.00 for executive coaching to improve management performance. The Dayton mediation Center began providing team building intervention support to the Department of Water in 2018 and identified Dr. Burrs as an appropriate resource. Work with Dr. Burrs was an outgrowth of the needs identified by the Dayton Mediation Center following a year and a half of team building in alignment with succession planning. In 2019, Dr. Burrs provided communication training to staff.

The Dayton Mediation Center's Team Building Phase 3 recommendations identify coaching for Division Manager's in support of succession planning utilizing Dr. Burrs as needed.

**Land Optimization Study at the Water Reclamation Facility**

The Department of Water requests permission to enter to a Professional Services Agreement with ARCADIS U.S., Inc. in the amount of \$100,000.00 for a land optimization study at the Water Reclamation Facility. In conjunction with the Water Reclamation Facilities Master Plan, this study will review and optimize land use for both solids and liquid streams to ensure continued compliance with regulatory agencies. The Professional services to be provided consists of, but not limited to, the land optimization study, consideration of a new Influent Pump Station, and new force mains.

c: Joe Parlette



## PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Dayton, Ohio, ("City"), and ARCADIS US, Inc., a Delaware Corporation with an office at 100 East Campus View Blvd, Suite 200, Columbus, Ohio 43235 (hereinafter referred to as the "Consultant").

### WITNESSETH THAT:

**WHEREAS**, The City desires certain professional services relating to the investigation of a new Water Reclamation Facility in the City of Dayton, Ohio; and,

**WHEREAS**, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

**WHEREAS**, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City's Water Department.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

#### **ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on June 30, 2021. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

#### **ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

#### **ARTICLE 3. COMPENSATION**

The total remuneration of this Agreement shall not exceed ONE HUNDRED THOUSAND AND ZERO CENTS (\$100,000.00) for all services to be provided by Consultant pursuant to this Agreement. All services will be paid according to Attachment B, Compensation, which is incorporated herein by reference. The Consultant shall submit invoices, not more often than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### **ARTICLE 4. CITY'S RESPONSIBILITIES**

The City will furnish Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

#### **ARTICLE 5. STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances at the time the services are performed. Consultant shall have no liability for defects in the Services

attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

#### **ARTICLE 6. LIABILITY AND INDEMNIFICATION**

Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the negligent or willful acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

To the fullest extent permitted by law (1) Consultant's liability to the City for all claims, losses, damages, and expenses resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by the Consultant under this Agreement; and, (2) neither party to this Agreement shall be liable to the other party for any special, incidental, indirect or consequential damages of any kind, that may result from this Agreement.

This Article 6 shall survive termination of this Agreement.

#### **ARTICLE 7. INSURANCE**

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

#### **ARTICLE 8. CONFIDENTIALITY**

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit Consultant's disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

#### **ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, models, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant.

#### **ARTICLE 10. TERMINATION**

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to the City.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

#### **ARTICLE 11. STANDARD TERMS**

##### **A. DELAY IN PERFORMANCE**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Consultant under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **B. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

#### **C. COMMUNICATIONS**

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Consultant:     ARCADIS US, Inc.  
                    4665 Cornell Rd  
                    Suite 200  
                    Cincinnati, Ohio 45241  
                    Attention: Mr. Brad Olson, Vice President

City:             City of Dayton, Department of Water  
                    320 West Monument Avenue  
                    Dayton, Ohio 45402  
                    Attention: Michael Powell, Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and the City.

#### **D. EQUAL EMPLOYMENT OPPORTUNITY**

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

#### **E. WAIVER**

A waiver by the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

**F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

**G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

**H. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

**I. THIRD PARTY RIGHTS**

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

**J. AMENDMENT**

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

**K. POLITICAL CONTRIBUTIONS**

Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

**L. INTEGRATION**

This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**



IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

ARCADIS US, INC.

\_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS

6/24/2020

**X** Amelia N. Blankenship for  
\_\_\_\_\_

City Attorney  
Signed by: Blankenship, Amelia

APPROVED:

*6-26-2020*  
*Michelle D. Swanson for mja*  
\_\_\_\_\_  
Director, Department of Water

APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:

\_\_\_\_\_, 2020

Min./Bk.: \_\_\_\_\_ Page: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

**ATTACHMENT A  
SCOPE OF SERVICES  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**City:** City of Dayton, Ohio  
**Project:** Investigation into new Water Reclamation Facility  
**Consultant:** ARCADIS US, INC.

**SCOPE OF WORK**

Arcadis will provide a concept screening level cost estimate based on AACE Level V which has an expected accuracy range of -20% to +100%, for the following options:

**New Water Reclamation Facility**

Arcadis will assemble and compare historic costs from as many facilities that data can be obtained and use that information to create a practical estimate for a 72 MGD WWTP. For larger facilities, such as the Dayton WRF, there are not many data points for a completely new facility so this task will be a blend of leveraging what data is available combined with our practical judgment. Arcadis will emphasize data from larger capacity plant examples to compare more closely with Dayton's 72 MGD size. The historic costs will be adjusted for inflation from date of example project and for contents of example projects compared to Dayton's WRF. Arcadis will also develop costs for typical components of treatment for the Dayton WWTP. Such costs already estimated during the WRF Master Plan will be reused, such as for a new biosolids dewatering structure, or digestors, or primary clarifiers, etc. Typical treatment step costs will be examined when the existing costs in the WRF Master Plan do not already exist.

The following treatment components are assumed:

- Liquid Train: Influent pumping – grit removal – primary treatment – secondary treatment – tertiary filtration – disinfection
- Solids Train for WAS: WAS Thickening – co-digestion with primary sludge – dewatering – land application
- Solids Train for Primary Sludge: Possible thickening – co-digestion with WAS – dewatering – land application.

Once a conceptual cost has been established, Arcadis will employ another planning tool called parametric estimating as a means of checking the result. In the case of WRF's, parametric estimating equates to applying a "Cost Per Million Gallons of Treatment Capacity".

**Additional Potential Improvements estimated**

In addition to the New WRF investigation above, the following additional related options will be estimated similarly.

- New Influent Pump Station separate from the WRF
- An Interceptor/Tunnel to the new WRF location

- New force mains through Madden golf Course site.

**Potential Savings If Reusing Portions of Existing WRF**

The existing structures at the WRF may prove satisfactory to be saved. Arcadis will examine the existing plant for up to three arrangements that use existing structures for practicality.

**ATTACHMENT B  
COMPENSATION  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**City:** City of Dayton, Ohio  
**Project:** Investigation into new Water Reclamation Facility  
**Consultant:** ARCADIS US, INC.

**COMPENSATION**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>NET FEE</b>
1	Investigation into new WRF	<u>\$83,940.00</u>
	Subtotal	<u>\$83,940.00</u>
	Contingency @ ~19%	<u>\$16,060.00</u>
<b>TOTAL</b>		<b><u>\$100,000.00</u></b>



# City Manager's Report

3.

From **2600 - Economic Development**

Date **July 8, 2020**

Expense Type **Contract Modification**

Total Amount **\$20,000.00 (thru 3-31-2021)**

Supplier, Vendor, Company, Individual

Name **Bricker & Eckler LLP**

Address **100 S. Third Street  
Columbus, Ohio 43215-4291**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1152-41	\$20,000.00

Includes Revenue to the City  Yes  No      Affirmative Action Program  Yes  No  N/A

**Description**

**Professional Services Agreement – Fifth Amendment**

The Department of Economic Development is requesting approval of a Fifth Amendment to a Professional Services Agreement with Bricker & Eckler LLP. The amendment will allow up to \$20,000.00 in additional legal services and extend the agreement through March 31, 2021. The legal services being performed include but are not limited to activities in connection with Ohio's Enterprise Zone (EZ), Tax Increment Financing (TIF), Community Reinvestment Area (CRA) programs, New Community Authority Districts (NCAD), and other urban economic development incentive programs. The City currently utilizes these programs to facilitate new investment within the community. Bricker & Eckler is very experienced in providing these services to many Ohio communities. This brings the total agreement to \$285,000.00.

The Amendment will be effective upon execution and will expire on March 31, 2021.

The Department of Law has reviewed and approved this Amendment as to form and correctness.

A Certificate of Funds is attached.

**Signatures/Approval**

**Approved by City Commission**

Division \_\_\_\_\_

*Fred P. Weber*

Department \_\_\_\_\_

*Sully Dickson*

City Manager \_\_\_\_\_

Clerk \_\_\_\_\_

Date \_\_\_\_\_



# CERTIFICATE OF FUNDS

CT20-1657

**SECTION I - to be completed by User Department**

**NO DRAFT DOCUMENTS PERMITTED**

New Contract                       Renewal Contract                       Change Order:

Contract Start Date	3/10/2017
Expiration Date	10/31/2020
Original Commission Approval	\$ 265,000.00
Initial Expense Encumbrance	\$ 231,616.41
Remaining Commission Approval	\$ 33,383.59
CT171657; CT181657; CT191657	
Original CT/CF	
Increase Re-Encumbrance	\$ 33,383.59
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

- \_\_\_\_\_ Initial City Manager's Report
- \_\_\_\_\_ Initial Certificate of Funds
- \_\_\_\_\_ Initial Agreement/Contract
  
- \_\_\_\_\_ x Copy of City Manager's Report
- \_\_\_\_\_ x Copy of Original Certificate of Funds

Amount: <u>    \$ 33,383.59    </u> Fund Code <u>10000 - 2600 - 1152 - 41 -     -     </u> Fund    Org    Acct   Prog   Act    Loc	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> Fund    Org    Acct   Prog   Act    Loc
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> Fund    Org    Acct   Prog   Act    Loc	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> Fund    Org    Acct   Prog   Act    Loc

**Attach additional pages for more FOAPALS**

Vendor Name: Bricker & Eckler LLP

Vendor Address: 100 S. Third St. Columbus OH 43215-4291  
Street City State Zipcode + 4

Federal ID: 31-4359739

Commodity Code: 96150

Purpose: Professional Services Agreement for legal services related to special assessment financing, community reinvestment area abatements and agreements, joint economic development districts and zones, municipal job creating tax credits, special improvement districts and new community authority districts.

Close CT19-1657 and re-encumber with 2020 budget.

Contact Person: Jill Bramini                      Economic Development                      3/6/2020  
Department/Division Date

Originating Department Director's Signature: Fred P. Weber

**SECTION II - to be completed by the Finance Department**

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

[Signature]  
Finance Director Signature

03/17/2020  
Date

[Signature]  
CF Prepared by

03/16/2020  
Date

CT20-1657  
CF/CT Number

March 8, 2017	CT171657	\$ 30,000.00
July 12, 2017	CT171657	\$ 70,000.00
June 20, 2018	CT181657	\$ 35,000.00
December 5, 2018	CT181657	\$ 55,000.00
May 29, 2019	CT191657	\$ 75,000.00
<b>Total Contract</b>		<b>\$ 265,000.00</b>

CT171657	\$ 100,000.00	Encumbered
	\$ 41,011.05	Spent
	<b>\$ 58,988.95</b>	<b>Balance</b>
CT181657	\$ 50,000.00	Encumbered
	\$ 108,988.95	Balance
	\$ 107,340.00	Spent
	<b>\$ 1,648.95</b>	<b>Balance</b>
CT191657	\$ 116,648.95	Encumbered
	\$ 83,265.36	Spent
	<b>\$ 33,383.59</b>	<b>Remaining to be encumbered</b>

June 25, 2020

**TO:** Shelley Dickstein, City Manager  
City Manager's Office

LaShea Lofton, Director  
Finance Department

**FROM:** Ford P. Weber, Director *FPW*  
Department of Economic Development

**SUBJECT:** Request for Approval – Professional Services Agreement

Attached for City Commission approval is a Fifth Amendment to Professional Services Agreement with Bricker & Eckler LLP in the amount of \$20,000.00. The legal services being performed include but are not limited to activities in connection with Ohio's Enterprise Zone (EZ), Tax Increment Financing (TIF), Community Reinvestment Area (CRA) programs, New Community Authority Districts (NCAD), and other urban economic development incentive programs. The City currently utilizes these programs to facilitate new investment within the community.

If you have any questions, please contact me at extension 3621.

FPW/jkb

## **FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS FIFTH AMENDMENT**, (“Fifth Amendment”) is made and entered into between the City of Dayton, Ohio, (“City”) a municipal corporation in and of the State of Ohio and Bricker & Eckler, LLP, (“Consultant”), with an office located at 100 South Third Street, Columbus, Ohio 43215-4291.

**WHEREAS**, The City entered into a Professional Services Agreement (“Agreement”) with Consultant which was approved by the Dayton City Commission on March 8, 2017; and,

**WHEREAS**, The City entered into a First Amendment to the Agreement which was approved by the Dayton City Commission on July 12, 2017; and,

**WHEREAS**, The City entered into a Second Amendment to the Agreement which was approved by the Dayton City Commission on June 20, 2018; and,

**WHEREAS**, The City entered into a Third Amendment to the Agreement which was approved by the Dayton City Commission on December 5, 2018; and,

**WHEREAS**, The City entered into a Fourth Amendment to the Agreement which was approved by the Dayton City Commission on May 29, 2019; and,

**WHEREAS**, The City has requested and the Consultant has agreed to provide additional services under the Agreement; and,

**NOW THEREFORE**, in consideration of the foregoing, both parties have agreed to amend the Agreement as follows:

1. Paragraph 1 of Section 3, PAYMENT, of the Agreement, is hereby deleted in its entirety and replaced with the following:

The remuneration for the professional services shall be for an amount not to exceed TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$285,000.00).

2. Section 6, TERM, is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon full execution by the City and it shall expire on March 31, 2021 unless terminated or amended by mutual written agreement.

3. Except as amended herein, all other terms and conditions of this Agreement shall remain in full force and effect.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

**BRICKER & ECKLER, LLP**

**CITY OF DAYTON, OHIO**

By: 

\_\_\_\_\_  
City Manager

Its: Partner

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
CORRECTNESS:**

  
City Attorney RK

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

\_\_\_\_\_, 2020

Min./Bk.: \_\_\_\_\_ Page: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission



# City Manager's Report

From **2600 - Economic Development**

Date **May 29, 2019**

Supplier, Vendor, Company, Individual

Expense Type **Contract Modification**

Name **Bricker & Eckler LLP**

Total Amount **\$75,000.00 (thru 10-31-2020)**

Address **100 S. Third Street  
Columbus, Ohio 43215-4291**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1152-41	\$75,000.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

**Description**

**Professional Services Agreement – Fourth Amendment**

The Department of Economic Development is requesting approval of a Fourth Amendment to a Professional Services Agreement with Bricker & Eckler LLP. The amendment will allow up to \$75,000.00 in additional legal services and extend the agreement through 2020. The legal services being performed are related to activities in connection with Ohio's Enterprise Zone (EZ), Tax Increment Financing (TIF), Community Reinvestment Area (CRA) programs, New Community Authority Districts (NCAD), and other urban economic development incentive programs. The City currently utilizes these programs to facilitate new investment within the community. Bricker & Eckler is very experienced in providing these services to many Ohio communities. This brings the total agreement to \$265,000.00.

The Amendment will be effective upon execution and will expire on October 31, 2020.

The Department of Law has reviewed and approved this Amendment as to form and correctness.

A Certificate of Funds is attached.

**Signatures/Approval**

**Approved by City Commission**

Division

Department

*[Handwritten Signature]*  
City Manager

Chair

Date

*[Handwritten Signature]*  
29, 2019



## **FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS FOURTH AMENDMENT**, ("Fourth Amendment") is made and entered into between the City of Dayton, Ohio, ("City") a municipal corporation in and of the State of Ohio and Bricker & Eckler, LLP, ("Consultant"), with an office located at 100 South Third Street, Columbus, Ohio 43215-4291.

**WHEREAS**, the City entered into a Professional Services Agreement ("Agreement") with Consultant which was approved by the Dayton City Commission on March 8, 2017; and,

**WHEREAS**, the City entered into a First Amendment to the Agreement which was approved by the Dayton City Commission on July 12, 2017; and,

**WHEREAS**, the City entered into a Second Amendment to the Agreement which was approved by the Dayton City Commission on June 20, 2018; and,

**WHEREAS**, the City entered into a Third Amendment to the Agreement which was approved by the Dayton City Commission on December 5, 2018; and,

**WHEREAS**, the City has requested and the consultant has agreed to provide additional services under the Agreement; and,

**NOW THEREFORE**, in consideration of the foregoing, both parties have agreed to amend the Agreement as follows:

1. Section 3, PAYMENT, is hereby deleted in its entirety and replaced with the following:

The total remuneration for the professional services shall be for an amount not to exceed TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$265,000.00).

Consultant shall submit invoices for payment, not more frequently than monthly or in such frequency as the parties may mutually agree, for payment of the professional services provided at the hourly rate outlined in Exhibit A. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Consultant's invoice.

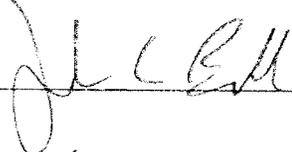
2. Section 6, TERM, is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon full execution by the City and it shall expire on October 31, 2020 unless terminated or amended by mutual written agreement.

3. Except as amended herein, all other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

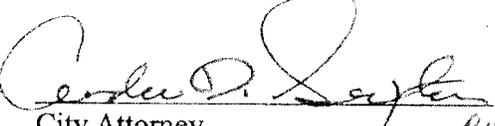
**BRICKER & ECKLER, LLP.**

By:   
Its: PARTNER

**CITY OF DAYTON, OHIO**

  
City Manager  
6-12-19  
Date

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
City Attorney *RL*

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

May 29, 2019  
Min./Bk.: F15 Page: \_\_\_\_\_

  
Clerk of the Commission



# City Manager's Report

3

From 2600 - Economic Development

Date December 5, 2018

Supplier, Vendor, Company, Individual

Expense Type Contract Modification

Name Bricker & Eckler LLP

Total Amount \$55,000.00 (thru 12-31-2019)

Address 100 S. Third Street  
Columbus, Ohio 43215-4291

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1152-41	\$55,000.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

Description

### Professional Services Agreement – Third Amendment

The Department of Economic Development is requesting approval of a Third Amendment to a Professional Services Agreement with Bricker & Eckler LLP. The amendment will allow up to \$55,000.00 in additional legal services and extend the agreement an additional six months. The legal services being performed are related to activities in connection with Ohio's Enterprise Zone (EZ), Tax Increment Financing (TIF), Community Reinvestment Area (CRA) programs, New Community Authority Districts (NCAD) and other urban economic development incentive programs. The City currently utilizes these programs to facilitate new investment within the community. Bricker & Eckler is very experienced in providing these services to many Ohio communities. This brings the total agreement to \$190,000.00.

The Amendment will be effective upon execution and will expire on December 31, 2019.

The Department of Law has reviewed and approved this Amendment as to form and correctness.

A Certificate of Funds is attached.

### Signatures/Approval

Division Paul P. Weber  
 Department [Signature]  
 City Manager

Approved by City Commission  
Rachella Lauender  
 Client  
December 5, 2018  
 Date

### **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS THIRD AMENDMENT**, ("Amendment") is made and entered into between the City of Dayton, Ohio, ("City") a municipal corporation in and of the State of Ohio and Bricker & Eckler, LLP, ("Consultant"), with an office located at 100 South Third Street, Columbus, Ohio 43215-4291.

**WHEREAS**, the City entered into a Professional Services Agreement ("Agreement") with Consultant which was approved by the Dayton City Commission on March 8, 2017; and,

**WHEREAS**, the City entered into a First Amendment to the Agreement which was approved by the Dayton City Commission on July 12, 2017; and,

**WHEREAS**, the City entered into a Second Amendment to the Agreement which was approved by the Dayton City Commission on June 20, 2018; and,

**WHEREAS**, the City desires and Consultant has agreed to provide additional services under the Agreement.

**NOW THEREFORE**, in consideration of the foregoing, both parties have agreed to amend the Agreement as follows:

1. Section 3, PAYMENT, is deleted in its entirety and replaced with the following:

The total remuneration for the professional services shall be for an amount not to exceed ONE HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$190,000.00).

Consultant shall submit invoices for payment, not more frequently than monthly or in such frequency as the parties may mutually agree, for payment of the professional services provided at the hourly rate outlined in Exhibit A. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Consultant's invoice.

2. Section 6, TERM, is deleted in its entirety and replace with the following:

This Agreement shall commence upon full execution by the City and it shall expire on December 31, 2019, unless terminated or extended by mutual written agreement.

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

**BRICKER & ECKLER, LLP.**

By:

J. C. Eckler

Its:

PARTNER

**CITY OF DAYTON, OHIO**

Shelley DeLoe  
City Manager

12-12-18

Date

**APPROVED AS TO FORM  
AND CORRECTNESS:**

John D. Lytle  
City Attorney *but*

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

December 5 2018

Miq./Bk.: F15 Page: \_\_\_\_\_

Rashelle Lawrence  
Clerk of the Commission





# City Manager's Report

2.

From 2600 - Economic Development

Date June 20, 2018

Expense Type Contract Modification

Total Amount \$35,000.00 (thru 06-30-2019)

Supplier, Vendor, Company, Individual

Name Bricker & Eckler LLP

Address 100 S. Third Street  
Columbus, Ohio 43215-4291

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1152-41	\$35,000.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

Description

### Professional Services Agreement – 2<sup>nd</sup> Amendment

The Department of Economic Development is requesting approval of a Second Amendment to a Professional Services Agreement with Bricker & Eckler LLP. The amendment will allow up to \$35,000.00 in additional legal services. The legal services being performed are related to activities in connection with Ohio's Enterprise Zone (EZ), Tax Increment Financing (TIF), Community Reinvestment Area (CRA) programs, New Community Authority Districts (NCAD) and other urban economic development incentive programs. The City currently utilizes these programs to facilitate new investment within the community. Bricker & Eckler is very experienced in providing these services to many Ohio communities. This brings the total agreement to \$135,000.00.

The Amendment will be effective upon execution and will expire on June 30, 2019.

The Department of Law has reviewed and approved this Amendment as to form and correctness.

A Certificate of Funds is attached.

#### Signatures/Approval

Division Paul P. Ueber  
 Department [Signature]  
 City Manager

Approved by City Commission  
Rachelle Lavender  
 Clerk  
June 20, 2018  
 Date

# CERTIFICATE OF FUNDS

CT18-1657

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED **WORLD #2**

<u>        </u> New Contract	<u>        </u> Renewal Contract	<input checked="" type="checkbox"/> Change Order
Contract Start Date	03/10/17	Required Documentation
Expiration Date	06/30/19	
Original Commission Approval	\$ 135,000.00	
Initial Encumbrance	\$ 100,000.00	<u>  x  </u>
Remaining Commission Approval	\$ 35,000.00	<u>  x  </u>
Original CT/CF	CT171657	<u>  x  </u>
Increase Encumbrance	\$ 35,000.00	<u>  x  </u>
Decrease Encumbrance	\$ -	
Remaining Commission Approval	\$ -	

Initial City Manager's Report  
Initial Certificate of Funds  
Initial Agreement/Contract  
  
Copy of City Manager's Report  
Copy of Original Certificate of Funds

Amount: <u>  \$35,000.00  </u> Fund Code <u>10000 - 2600 - 1152 - 41 -    -    </u> <div style="font-size: small; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</div>	Amount: <u>                    </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="font-size: small; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</div>
Amount: <u>                    </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="font-size: small; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</div>	Amount: <u>                    </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="font-size: small; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</div>

Attach additional pages for more FOAPALS

Vendor Name: Bricker & Eckler LLP

Vendor Address: 100 S. Third St. Columbus OH 43215-4291  
Street City State Zipcode + 4

Federal ID: 31-4359739

Commodity Code: 96150

Purpose: Professional Services Agreement for legal services related to special assessment financing, community reinvestment area abatements and agreements, joint economic development districts and zones, municipal job creating tax credits, special improvement districts and new community authority districts. Second Amendment adding \$35,000.

Contact Person: Jill Bramini      Economic Development      5/30/2018  
Department/Division Date

Originating Department Director's Signature: *[Signature]*

**SECTION II - to be completed by the Finance Department**

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

*[Signature]*      6-12-18  
Finance Director's Signature Date

*[Signature]*      10/11/18  
CF Prepared by Date

CT 18-1657  
CF/CT Number  
WORLD #2  
6/11/18  
Date

## **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS SECOND AMENDMENT**, ("Amendment") is made and entered into between the City of Dayton, Ohio, ("City") a municipal corporation in and of the State of Ohio and Bricker & Eckler, LLP, ("Consultant"), with an office located at 100 South Third Street, Columbus, Ohio 43215-4291.

**WHEREAS**, the City entered into a Professional Services Agreement ("Agreement") with Consultant which was approved by the Dayton City Commission on March 8, 2017; and,

**WHEREAS**, the City entered into a First Amendment to the Agreement which was approved by the Dayton City Commission on July 12, 2017; and

**WHEREAS**, the City desires and Consultant has agreed to provide additional services under the Agreement.

**NOW THEREFORE**, in consideration of the foregoing, both parties have agreed to amend the Agreement as follows:

1. Section 3, PAYMENT, is deleted in its entirety and replaced with the following:

The total remuneration for the professional services shall be for an amount not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00).

Consultant shall submit invoices for payment, not more frequently than monthly or in such frequency as the parties may mutually agree, for payment of the professional services provided at the hourly rate outlined in Exhibit A. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Consultant's invoice.

2. Section 6, TERM, is deleted in its entirety and replace with the following:

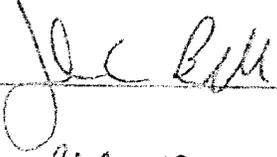
This Agreement shall commence upon full execution by the City and it shall expire on June 30, 2019, unless terminated or extended by mutual written agreement.

3. Exhibit A is deleted in its entirety and replaced with the revised Exhibit A.

4. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

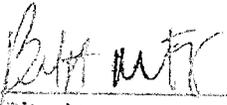
**BRICKER & ECKLER, LLP.**

By:   
Its: PARTNER

**CITY OF DAYTON, OHIO**

  
City Manager  
6-26-18  
Date

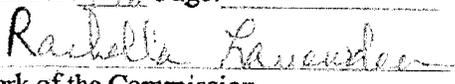
**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
City Attorney

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

June 20, 2018

Min./Bk.: 7-15 Page: \_\_\_\_\_

  
Clerk of the Commission



# City Manager's Report

4.

From **2600 - Economic Development**

Date **July 12, 2017**

Expense Type **Contract Modification**

Total Amount **\$70,000.00 (thru 06-30-2018)**

Supplier, Vendor, Company, Individual

Name **Bricker & Eckler LLP**

Address **100 S. Third Street  
Columbus, Ohio 43215-4291**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2600-1152-41	\$70,000.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

**Description:**  
 The Department of Economic Development is requesting approval of a First Amendment to a Professional Services Agreement with Bricker & Eckler LLP. The amendment will allow up to \$70,000.00 in additional consulting services. The legal services being performed are related to activities in connection with Ohio's Enterprise Zone (EZ), Tax Increment Financing (TIF), Community Reinvestment Area (CRA) programs, New Community Authority Districts (NCAD) and other urban economic development incentive programs. The City currently utilizes these programs to facilitate new investment within the community. Bricker & Eckler is very experienced in providing these services to many Ohio communities. This brings the total agreement to \$100,000.00.

The Amendment will be effective upon execution and will expire on June 30, 2018.

The Department of Law has reviewed and approved this Amendment as to form and correctness.

A Certificate of Funds is attached.

### Signatures/Approval

Division Ford P. Weber  
 Department John D. ...  
 City Manager

Approved by City Commission \_\_\_\_\_  
 Clerk \_\_\_\_\_  
 Date \_\_\_\_\_

## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT**, ("Amendment") is made and entered into between the City of Dayton, Ohio, ("City") a municipal corporation in and of the State of Ohio and Bricker & Eckler, LLP, ("Consultant"), with an office located at 100 South Third Street, Columbus, Ohio 43215-4291.

**WHEREAS**, the City entered into a Professional Services Agreement ("Agreement") with Consultant which was approved by the Dayton City Commission on March 8, 2017; and,

**WHEREAS**, the City desires and Consultant has agreed to provide additional services under the Agreement.

**NOW THEREFORE**, in consideration of the foregoing, both parties have agreed to amend the Agreement as follows:

1. Section 3, PAYMENT, is deleted in its entirety and replaced with the following:

The total remuneration for the professional services shall be for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00).

Consultant shall submit invoices for payment, not more frequently than monthly or in such frequency as the parties may mutually agree, for payment of the professional services provided at the hourly rate outlined in Exhibit A. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Consultant's invoice.

2. Section 6, TERM, is deleted in its entirety and replace with the following:

This Agreement shall commence upon full execution by the City and it shall expire on June 30, 2018, unless terminated or extended by mutual written agreement.

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

**BRICKER & ECKLER, LLP.**

By: J. C. ERM

Its: PARTNER

**CITY OF DAYTON, OHIO**

Shelly D. Kottler  
City Manager

7-11-17  
Date

**APPROVED AS TO FORM  
AND CORRECTNESS:**

[Signature]  
City Attorney *but*

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

July 12, 2017

Min./Bk.: 1-14 Page: \_\_\_\_\_

[Signature]  
Clerk of the Commission





**PROFESSIONAL SERVICES AGREEMENT  
WITH BRICKER & ECKLER LLP**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Bricker & Eckler LLP ("Consultant"), with an office located at 100 South Third Street, Columbus, Ohio, 43215-4291.

**WITNESSETH THAT:**

**WHEREAS**, the City's Department of Economic Development identified a need for certain professional services for its economic development programs, projects and initiatives; and

**WHEREAS**, Consultant represented that it is a skilled, experienced and competent consulting firm, with the personnel and equipment to perform the professional services set forth hereinafter for the City's Department of Economic Development.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

**SECTION 1. CONSULTANT**

Consultant is an Ohio law firm with offices in Dayton, Columbus, Cleveland and Cincinnati. Their attorneys serve as business advisors for businesses, nonprofit organizations, government agencies, health care facilities, school districts, municipalities, and individuals.

Consultant has significant expertise in the use of municipal economic development tools such as special assessment financing, community reinvestment area ("CRA") abatements and agreements, joint economic development districts ("JEDDs") and zones ("JEDZs"), municipal job creation tax credits, special improvement districts ("SIDs"), and new community authority ("NCA") districts.

**SECTION 2. SCOPE OF ASSIGNMENT**

As further described in the attached Exhibit A, Consultant shall provide professional services work for the City including, but not limited to:

- (1) assistance with negotiating financing, NCA districts, CRA abatement, tax abatement, TIF exemption, and special assessment programs in connection with economic development projects throughout the City; and,
- (2) assistance with the City's enterprise zone ("EZ") programs, the City's existing tax increment financing ("TIF") programs, and the City's existing CRA programs; and,
- (3) assistance with negotiating and/or implementing other economic development projects within the City that may arise from time to time.

### **SECTION 3. PAYMENT**

The remuneration for the professional services shall be for an amount not to exceed THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00).

Consultant shall submit invoices for payment, not more frequently than monthly or in such frequency as the parties may mutually agree, for payment of the professional services provided at the hourly rate outlined in Exhibit A. Such invoices shall detail the professional services provided during the invoice period, list the total charges for such professional services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Consultant's invoice.

### **SECTION 4. ASSIGNMENT AND LIMITATIONS ON SUBCONTRACTING**

A. Restriction against assignment. The City is relying upon the professional skill and experience of Consultant. Therefore, assignment of this Agreement by Consultant is prohibited.

B. Limitations on subcontracting. Because the City is relying upon the professional skill and experience of Consultant, no part of the professional services to be provided hereunder may be subcontracted by Consultant to other organizations or sub-Consultants without the prior written and express consent of the City. Any such consent shall be deemed to require, even though not stated in the consent language, that a written contract be used between Consultant and such a consented-to subcontractor or sub-Consultant (both referred to as "sub-Consultant"), that such a contract be approved in advance by the City and contain, unless waived by the City, provisions similar or identical to those in this Agreement. Consultant shall, at all times, remain primarily responsible for the professional services and duties it may delegate to any sub-Consultant as Consultant is for its own performance. The mere fact that Consultant used reasonable care in selecting the sub-Consultant shall not relieve its primary responsibility nor shall consent by the City to part of the professional services being subcontracted to a sub-Consultant or approval of the terms of a contract with a sub-Consultant relieve Consultant's primary responsibility for the professional services.

### **SECTION 5. TERMINATION**

A. Termination of Agreement for Cause. If, through any cause, Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant defaults in the performance of any terms or conditions of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Consultant specifying the effective date of the termination, at least five (5) days before such effective date. In the event of such termination, Consultant will be paid for the professional services actually performed and reasonable expenses incurred up to the effective date of termination.

B. Termination of Agreement without Cause. The City may terminate this Agreement at any time and without cause upon giving Consultant fifteen (15) days prior written notice. The notice of termination shall be made by mailing written notice to Consultant by certified mail to its usual

place of business. If such termination occurs, Consultant will be paid for the professional services actually performed and reasonable expenses incurred up to the effective date of termination.

#### **SECTION 6. TERM**

This Agreement shall commence upon full execution by the City and it shall expire on December 31, 2017, unless earlier terminated or extended by mutual written agreement.

#### **SECTION 7. DISPUTE RESOLUTION**

A. **Mediation Period.** If during the term of this Agreement the parties are unable to resolve a dispute or controversy among themselves, prior to instituting any court action the parties shall first try, in good faith, to settle the dispute by non-binding mediation administered by the Dayton Mediation Center. All mediation proceedings shall take place in Montgomery County, Ohio.

B. In the event a dispute arises that cannot be resolved through mediation, and one or both parties seek relief through the court, both parties agree to waive their right to a jury trial.

#### **SECTION 8. INSURANCE**

Consultant shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

1. Professional Liability/Errors and Omissions Insurance, with a one million dollar (\$1,000,000) annual aggregate. This annual aggregate amount requirement for professional liability / errors and omissions may be met on a combined basis, i.e., by combining such insurance maintained by Consultant with similar insurance maintained by any sub-Consultant (to the extent that a sub-Consultant is consented to by the City through the process described above in this Agreement).
2. General Liability Insurance, with a combined single limit of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. This policy shall name the City of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

Consultant shall also maintain Workers' Compensation Insurance in such amounts as prescribed by law. All policy/policies of insurance to be maintained by Consultant pursuant to this Section, excluding Workers' Compensation Insurance, shall provide that the insurance may not be reduced, decreased, cancelled or terminated without thirty (30) days prior written notice to the City. Upon execution of this Agreement, Consultant shall furnish the City with a copy of certificates of insurance demonstrating compliance with this Section. Consultant shall also provide, upon the City's request, complete copies of any insurance policies required hereunder.

## **SECTION 9. OWNERSHIP OF WORK PRODUCT AND DOCUMENTS**

All work product, including, but not limited to, documents, drawings, analysis, reports, charts, and/or graphs, which are prepared by Consultant pursuant to this Agreement shall, upon payment by the City, become the sole and exclusive property of the City, except to the extent that the Consultant retains copies of their work files for a period of not less than five (5) years.

## **SECTION 10. CONFIDENTIALITY**

Due to the nature of the professional services to be provided by Consultant hereunder, Consultant agrees that all work product, including, but not limited to, all documents, databases, reports, opinions, and information prepared hereunder and/or furnished to Consultant by the City, is confidential, and shall not be divulged, in whole or in part, to any person or entity, other than duly authorized representatives of the City, without prior written approval of the City; but excepting therefrom, instances wherein disclosure is required by law, including by order of a court of competent jurisdiction or disclosure under oath in a judicial proceeding. Consultant shall take all necessary steps to ensure that all its employees, agents, and/or contractors abide by and adhere to this confidentiality requirement.

## **SECTION 11. CONFLICT OF INTEREST**

The City recognizes that Consultant does not provide services exclusively to the City. During the term of this Agreement, Consultant agrees not to accept employment, or to perform for or on behalf of another client for which a conflict of interest between the City and Consultant would be created, without the prior written consent of the City and Consultant. Assisting other communities with grant or loan applications that may be in competition with the City is not considered a conflict of interest, but Consultant will disclose, subject to confidentiality obligations, any such projects to the City prior to accepting the engagement.

## **SECTION 12. INDEMNIFICATION**

To the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, agents, and employees from and against all claims, demands, losses, and expenses, including but not limited to reasonable attorneys' fees, to the extent arising out of or resulting in whole or in part from any negligent act or omission, and/or from any failure to perform Consultant's duties under this Agreement, attributable to Consultant its employees, agents, and sub-Consultants, and any other person or entity for whose conduct Consultant may be liable under Ohio law.

## **SECTION 13. RECORDS**

Consultant shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures shall be supported by time records, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City

and/or its designees all of its records with respect to all matters covered under this Agreement. Consultant will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records.

If Consultant performs an independent audit of business financial records, Consultant shall require the company or auditor to comply with all applicable GAAP standards that have been developed by the American Institute of Certified Public Accountants.

#### **SECTION 14. MISCELLANEOUS**

- A. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.
- B. **Remedies.** The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of such right.
- C. **Entire Agreement.** This Agreement, together with all Exhibits referred to herein, represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, and Agreements regarding the subject hereof, whether oral or written.
- D. **Independent Contractor Status.** By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any approved sub-Consultants performing the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City. Further, Consultant shall be responsible to withhold and pay, or cause such agents and sub-Consultants to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

- E. **Amendment.** This Agreement may be amended by mutual agreement between the City and Consultant. Any such amendment shall be reduced to a writing, which makes specific

reference to this Agreement, approved by the Director of Economic Development or designee, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

F. Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Consultant irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

G. Political Contributions. Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

H. Notices. Any notice required under this Agreement shall be deemed to have been given on the date actually received or forty-eight (48) hours having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever occurs earlier. Either party may change its address from time to time by written notice given in this manner.

If to the City:

City of Dayton, Ohio  
Department of Economic Development  
101 W. Third Street  
Dayton, OH 45402

If to Consultant:

Bricker & Eckler LLP  
100 South Third Street  
Columbus, OH 43215-4291

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date first set forth below.

**CITY OF DAYTON**

Shelley Dickstein  
City Manager

3-10-17  
Date

**BRICKER & ECKLER LLP**

J. C. Eckler

Title: Partner

**APPROVED AS TO FORM  
AND CORRECTNESS:**

Donald R. Donaldson, Jr.  
City Attorney

**APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO:**

March 8, 2017

Min./Bk.: TH Page:

Rachelle Swanson  
Clerk of the Commission





# City Manager's Report

From **3410 - Water Director**

Date **July 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$75,000.00 (thru 12/31/2022)**

Name **Dr. Linda Burrs**

Address **P.O. Box 733  
Miamisburg, OH 45343-0733**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Operating Fund	53000-3410-1159-54	\$1,000.00
2020 Water Operating Fund	53000-3420-1159-54	\$1,000.00
2020 Water Operating Fund	53000-3430-1159-54	\$8,000.00
2020 Water Operating Fund	53000-3445-1159-54	\$3,000.00
2020 Water Operating Fund	53000-3470-1159-55	\$1,000.00
2020 Sanitary Operating Fund	55000-3445-1159-54	\$2,000.00
2020 Sanitary Operating Fund	55000-3460-1159-54	\$8,000.00
2020 Storm Operating Fund	58000-3445-1159-54	\$1,000.00
2021 Water Operating Fund	53000-9970-1159-54	\$14,000.00
2021 Sanitary Operating Fund	55000-9970-1159-54	\$10,000.00
2021 Storm Operating Fund	58000-9970-1159-54	\$1,000.00
2022 Water Operating Fund	53000-9970-1159-54	\$14,000.00
2022 Sanitary Operating Fund	55000-9970-1159-54	\$10,000.00
2022 Storm Operating Fund	58000-9970-1159-54	\$1,000.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

## Description

### PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE COACHING

The Department of Water requests permission to enter into a Professional Services Agreement with Dr. Linda Burrs in the amount of \$75,000.00 for executive coaching to improve management performance. The Dayton Mediation Center began providing team building intervention support to the Department of Water in 2018, and as a Team Building Phase 3 recommendation, coaching for Division Managers in support of succession planning was identified with Dr. Burrs leading the task.

This project is being funded using 2020, 2021, and 2022 Water, Sanitary, and Storm Operating Funds.

This Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2022.

This Agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Agreement are attached.

 6/25/2020  
 Division 6-26-2020  
 Department Michelle R. Serrano for MS/AZ  
 City Manager Shelley Dickstein

## Signatures/Approval

Approved by City Commission

Clerk

Date





## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Dayton, Ohio, (“City”), and Dr. Linda Burrs, (“Consultant”), P.O. Box 733, Miamisburg, OH 45343-0733.

### **WITNESSETH:**

**WHEREAS**, The City desires professional services to provide executive coaching and improve management performance to the City’s Water Department Management Staff; and,

**WHEREAS**, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

**WHEREAS**, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City’s Water Department.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and the Consultant hereby agree as follows:

#### **ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2022, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 10, J.

#### **ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

#### **ARTICLE 3. COMPENSATION**

The total remuneration of this Agreement shall not exceed SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) for all services to be provided by Consultant pursuant to this Agreement. All services will be paid according to Attachment B, which is incorporated herein by reference. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### **ARTICLE 4. CITY’S RESPONSIBILITIES**

The City will furnish to Consultant, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

#### **ARTICLE 5. STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

#### **ARTICLE 6. LIABILITY AND INDEMNIFICATION**

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Consultant's negligent or willful acts, errors, or omissions.

This Article 6 shall survive termination of this Agreement.

#### **ARTICLE 7. INSURANCE**

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Consultant shall be required to obtain a Performance bond, at Consultant's expense, in an amount not less than \$50,000. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Consultant shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City.

Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

#### **ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant.

**ARTICLE 9. TERMINATION**

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City’s convenience upon thirty (30) days prior written notice to Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City of damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The Cities may terminate his Consultant at any time upon thirty (30) days written notice to the vendor.

**ARTICLE 10. STANDARD TERMS**

**A. DELAY IN PERFORMANCE**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Consultant under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**B. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

**C. COMMUNICATIONS**

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Consultant: Dr. Linda Burrs  
P.O. Box 733  
Miamisburg, Ohio 45343-0733  
[linda@drburrs.com](mailto:linda@drburrs.com) (937) 866-7511

City: City of Dayton, Department of Water  
320 West Monument Avenue  
Dayton, Ohio 45402  
Attention: Michael Powell, Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications

between representatives of Consultant and the City.

**D. EQUAL EMPLOYMENT OPPORTUNITY**

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

**E. WAIVER**

A waiver by the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

**F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

**G. INDEPENDENT CONSULTANT**

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an "independent Consultant." As an independent Consultant for the City, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

**H. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or

discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

**I. THIRD PARTY RIGHTS**

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

**J. AMENDMENT**

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

**K. POLITICAL CONTRIBUTIONS**

Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

**L. INTEGRATION**

This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

DR. LINDA BURRS

\_\_\_\_\_  
City Manager

By: *Dr. Linda Burrs*  
Title: *Principal*

APPROVED AS TO FORM  
AND CORRECTNESS

6/24/2020

**X** Amelia N. Blankenship for

\_\_\_\_\_  
City Attorney  
Signed by: Blankenship, Amelia

APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO

\_\_\_\_\_, 2020

Min./Bk. \_\_\_\_\_ Pg. \_\_\_\_\_

\_\_\_\_\_  
Clerk of Commission

**ATTACHMENT A**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**City:** City of Dayton, Ohio  
**Project:** Executive Coaching and Succession Planning  
**Consultant:** Dr. Linda Burrs

Consultant will provide services as requested by the City in support of the Water Department's strategic plan as related to succession planning. Anticipated activities include, but are not limited to the following:

- Staff Interviews
- One on One Coaching
- Meetings
- Update meetings, interviews and observations
- Dictating/writing reports
- MBTI II Assessments

**ATTACHMENT B  
AGREEMENT FOR PROFESSIONAL SERVICES**

**City:** City of Dayton, Ohio  
**Project:** Executive Coaching and Succession Planning  
**Consultant:** Dr. Linda Burrs

**Pricing**

<b>Executive Coaching Program</b>	<b>Description</b>	<b>Total</b>
Professional business coaching	<ul style="list-style-type: none"> <li>• Staff Interviews</li> <li>• One on One Coaching</li> <li>• Meetings</li> <li>• Update meetings interviews and observations</li> <li>• Dictating/writing reports</li> </ul>	\$350.00 per hour
MBTI Assessment. If you do not have current results (w/n last 3 years) for a Step II assessment, I will set you up to take the Step II assessment.	MBTI Step II assessments	\$150.00 each
<b>TOTAL NOT TO EXCEED THROUGH DECEMBER 31, 2022</b>		<b>\$75,000.00</b>

June 26, 2020

**TO:** Shelley Dickstein, City Manager  
City Manager's Office

**FROM:** Michael Powell, Director *MPS for MP/AE*  
Department of Water

**SUBJECT:** Water Department Contract Items for July 8<sup>th</sup> Commission Meeting

The Department of Water is recommending the award of two contracts for approval on the July 8, 2020 City of Dayton Commission Meeting. The Department of Water considers each of these contracts essential to maintaining operations. Each of the items are detailed below:

**Professional Services Agreement for Executive Coaching**

The Department of Water requests permission to enter into a Professional Services Agreement with Dr. Linda Burrs in the amount of \$75,000.00 for executive coaching to improve management performance. The Dayton mediation Center began providing team building intervention support to the Department of Water in 2018 and identified Dr. Burrs as an appropriate resource. Work with Dr. Burrs was an outgrowth of the needs identified by the Dayton Mediation Center following a year and a half of team building in alignment with succession planning. In 2019, Dr. Burrs provided communication training to staff.

The Dayton Mediation Center's Team Building Phase 3 recommendations identify coaching for Division Manager's in support of succession planning utilizing Dr. Burrs as needed.

**Land Optimization Study at the Water Reclamation Facility**

The Department of Water requests permission to enter to a Professional Services Agreement with ARCADIS U.S., Inc. in the amount of \$100,000.00 for a land optimization study at the Water Reclamation Facility. In conjunction with the Water Reclamation Facilities Master Plan, this study will review and optimize land use for both solids and liquid streams to ensure continued compliance with regulatory agencies. The Professional services to be provided consists of, but not limited to, the land optimization study, consideration of a new Influent Pump Station, and new force mains.

c: Joe Parlette



# City Manager's Report

5

From **6210 - Police Director**

Date **July 8, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$140,070.00** Estimated Revenue

Name **Miller Pipeline LLC**

Address **11990 Peter Pike  
Tipp City, Ohio 45371**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-22611-71	\$140,070.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

**Description**

### First Amendment to a Service Agreement with Miller Pipeline LLC

City Commission approval is requested for a modification to a Service Agreement with Miller Pipeline LLC for off duty police officer services. The original contracted amount of \$9,938.30 was under \$10,000.00 and did not require Commission approval. Miller Pipeline LLC is requesting additional off duty police officer services that will result in the contracts total revenue to be estimated in the amount of \$140,070.00.

Miller Pipeline LLC has requested off duty police officer services to provide security and traffic control at worksites during repair work, all in locations within the municipal corporation limits of the City of Dayton, Ohio beginning Wednesday, January 1, 2020 through Thursday, December 31, 2020.

The First Amendment to the agreement is for 2100 officer hours at a rate of \$66.70 per hour. The contract total estimated revenue is \$140,070.00 and thus requires Commission approval.

This Agreement has been approved by the Law Department as to form and correctness.

The Certificate of Revenue is attached.

**Signatures/Approval**

Division

Department

City Manager

*Approved by City Commission*

Clerk

Date

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name Miller Pipeline LLC  
Address 11990 Peters Pike  
City Tipp City State Ohio Zip+4 45371 -   
Customer # 351959522 Address Location # P-1  
Federal ID# 35-1959522

*Revenue Information:* Fund 10000 Organization 6210 Revenue 22611 Program 71

*Contract Information:* Contract Start Date 01/01/2020 Contract Expiration Date 12/31/2020

*Billing Information:* Rate: Officer rate \$66.70 - X      Arrears X      Pre-bill      Estimate  
Sgt rate \$77.36  
Lt. Rate \$89.71  
Night Diff rate \$1.29  
Vehicle \$13.00

Monthly (1<sup>st</sup> month of billing) \_\_\_\_\_

Quarterly (1<sup>st</sup> month of quarter) \_\_\_\_\_

Semi-annual (1<sup>st</sup> month of half) \_\_\_\_\_

Annual (1<sup>st</sup> month of billing) \_\_\_\_\_

Other (explain) Not to exceed \$140,070.00

Rate Change Date n/a      Rate Change Amount n/a

*Description of Services (wording on invoice):* To provide security and traffic control at worksites during repair work, all in locations within the municipal corporation limits of the City of Dayton, Ohio beginning Wednesday, January 1, 2020 through Thursday, December 31, 2020.

Departmental Approval \_\_\_\_\_

## TO BE COMPLETED BY FINANCE

Revenue Contract Number 5-45333 Auditor Antonia J. [Signature] Date 4/20/2020

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance \_\_\_\_\_

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN MILLER PIPELINE LLC  
AND THE CITY OF DAYTON, OH**

This First Amendment to the original Agreement (hereinafter "Agreement") between Miller Pipeline LLC and the City of Dayton, Ohio (hereinafter "City"), is effective \_\_\_\_\_, 2020.

**WHEREAS**, Miller Pipeline LLC and the City entered into the Agreement effective January 1, 2020 ("Original Agreement"); and

**WHEREAS**, the parties now desire to amend the Agreement. The parties have agreed upon terms and conditions under which the Agreement shall be amended and further desire to reduce such terms and conditions to writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and warranties contained herein, the parties agree as follows:

Replace **Exhibit A** with the following:

**Exhibit A**

1. Scope of Services/Event Information
  - A. To provide security and traffic control at worksites during repair work, all in locations within the municipal corporation limits of the City of Dayton, Ohio beginning on Wednesday, January 1, 2020 through Thursday, December 31, 2020.
2. Payment/Cost/Method of Payment
  - A. PAYMENT

Contractor shall pay \$66.70 per hour for each police officer; \$77.36 per hour for each police sergeant; and \$89.71 per hour for each police lieutenant; \$1.29 per hour additional for night differential and \$13.00 per vehicle per hour, when applicable.

Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

B. ESTIMATED COST: \$140,070.00 (2,100 Officer Hours @ \$66.70 per hr.)

C. METHOD OF PAYMENT: Invoiced Monthly

3. Contractor's Authorized Representative/Contact

NAME: Jason Besecker  
ADDRESS: 11990 Peter Pike  
Tipp City, Ohio 45371  
OFFICE: (937) 604-1589

4. Officers Assigned to Event, Rank: 1 Officer

**END EXHIBIT A**

Contractor and the City agree, except as modified by this First Amendment, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the day and date set forth above.

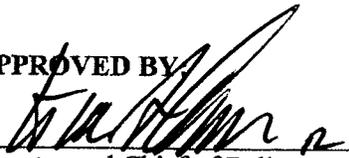
**CITY OF DAYTON, OHIO**

**MILLER PIPELINE LLC**

\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Jason Besecker  
Supervisor

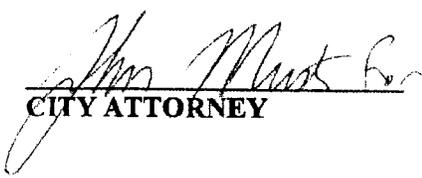
APPROVED BY:

  
\_\_\_\_\_  
Director and Chief of Police

E-Mail: [jason.besecker@millerpipeline.com](mailto:jason.besecker@millerpipeline.com)  
Phone: (937) 604 -1589

Federal I.D. Number: 35-1959522

**APPROVED AS TO FORM AND  
CORRECTNESS:**

  
\_\_\_\_\_  
CITY ATTORNEY

**APPROVED BY THE  
COMMISSION OF THE CITY  
OF DAYTON, OHIO:**

\_\_\_\_\_, 2020

MIN. BK. \_\_\_\_\_ PG. \_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE COMMISSION

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

**Customer Information:** Name Miller Pipeline LLC  
Address 11990 Peters Pike  
City Tipp City State Ohio Zip+4 45371 -  
Customer # 351959522 Address Location # P-1  
Federal ID# 35-1959522

**Revenue Information:** Fund 10000 Organization 6210 Revenue 22611 Program 71

**Contract Information:** Contract Start Date 01/01/2020 Contract Expiration Date 12/31/2020

**Billing Information:** Rate: Officer rate \$66.70 - X      Arrears X      Pre-bill      Estimate  
Sgt rate \$77.36  
Lt. Rate \$89.71  
Night Diff rate \$1.29  
Vehicle \$13.00

Monthly (1<sup>st</sup> month of billing) \_\_\_\_\_

Quarterly (1<sup>st</sup> month of quarter) \_\_\_\_\_

Semi-annual (1<sup>st</sup> month of half) \_\_\_\_\_

Annual (1<sup>st</sup> month of billing) \_\_\_\_\_

Other (explain) Prepaid \$2,484.58 (25% of Estimated Cost \$9,938.30)

Rate Change Date n/a      Rate Change Amount n/a

Description of Services (wording on invoice): To provide security and traffic control at worksites during repair work, all in locations within the municipal corporation limits of the City of Dayton, Ohio beginning Wednesday, January 1, 2020 through Thursday, December 31, 2020.

Departmental Approval \_\_\_\_\_

## TO BE COMPLETED BY FINANCE

Revenue Contract Number 5-9522 Auditor Dakline Betty Date 12.27.19

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance \_\_\_\_\_



## AGREEMENT

THIS AGREEMENT is made this 31<sup>st</sup> day of December 2019, between the City of Dayton, Ohio ("City") and Miller Pipeline LLC, 11990 Peters Pike, Tipp City, Ohio 45371 ("Contractor").

### WITNESSETH THAT:

**WHEREAS**, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton; and

**WHEREAS**, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

**WHEREAS**, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

**Section 1.** Subject to Sections 2 and 3, the City agrees to make available certain police personnel to perform the police-related functions which are further explained in Exhibit A attached hereto and incorporated herein, beginning Wednesday, January 1, 2020.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

**Section 2.** Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

**Section 3.** All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

**Section 4.** Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

**Section 5.** Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

**Section 6.** In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

**Section 7.** Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights; improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

**Section 8.** In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

**Section 9.** This Agreement shall be for the period of Wednesday, January 1, 2020 through Thursday, December 31, 2020.

*This agreement is approved by the City Attorney. This Agreement has been approved as to form and correctness by the Dayton City Attorney. Any changes to this Agreement, by any party, and/or any contract in an amount over Ten Thousand Dollars (\$10,000) must be submitted to the Law Department for approval. This Agreement is in an amount of Ten Thousand Dollars (\$10,000) or less and no Commission action is required.*

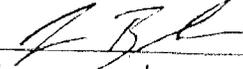
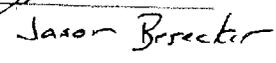
**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the day and date set forth above.

CITY OF DAYTON, OHIO

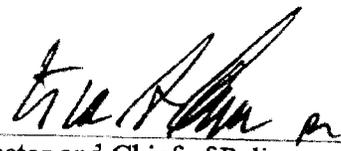
MILLER PIPELINE LLC

  
City Manager

For   
Scott P. Miller  
General Foreman 

APPROVED BY:

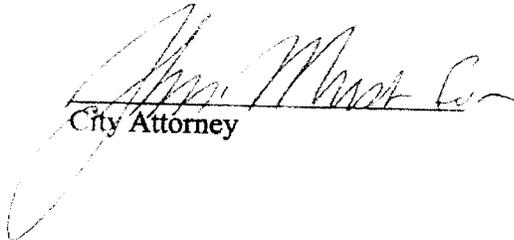
E-Mail: [cory.taylor@millerpipeline.com](mailto:cory.taylor@millerpipeline.com)

  
Director and Chief of Police

Office: (937) 603-2038

Federal I.D. Number: 35-1959522

APPROVED AS TO FORM AND  
CORRECTNESS:

  
City Attorney

**THIS AGREEMENT HAS BEEN APPROVED AS TO FORM AND CORRECTNESS BY THE DAYTON CITY ATTORNEY. THIS AGREEMENT IS IN AN AMOUNT OF TEN THOUSAND DOLLARS (\$10,000) OR LESS. NO CITY COMMISSION ACTION IS REQUIRED.**

## Exhibit A

### 1. Scope of Services/Event Information

To provide security and traffic control at worksites during repair work, all in locations within the municipal corporation limits of the City of Dayton, Ohio beginning Wednesday, January 1, 2020 through Thursday, December 31, 2020.

### 2. Payment/Cost/Method of Payment

#### A. PAYMENT

Contractor shall pay \$66.70 per hour for each police officer; \$77.36 per hour for each police sergeant; and \$89.71 per hour for each police lieutenant; \$1.29 per hour additional for night differential and \$13.00 per vehicle per hour, when applicable.

Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

B. ESTIMATED COST: \$9,938.30 (149 Officer Hours @ \$66.70 per hour)

C. METHOD OF PAYMENT: Prepaid 25% (\$2,484.58)

### 3. Contractor's Authorized Representative/Contact

NAME: Cory Taylor  
ADDRESS: 11990 Peters Pike  
Tipp City, Ohio 45371  
OFFICE: (937) 603-2038

### 4. Officers Assigned to Event, Rank: 1 Officer



# City Manager's Report

6.

From **6440 - Public Works/Waste Collection**

Date **July 8, 2020**

Expense Type **Payment of Voucher**

Supplier, Vendor, Company, Individual

Total Amount **\$5,610.00**

Name **Sonrai Systems LLC**

Address **25 W 102 Ramm Dr  
Naperville IL 60564**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Waste Collection General Fund	10000-6440-1166-32	\$5,610.00

Includes Revenue to the City  Yes  No Affirmative Action Program  Yes  No  N/A

**Description**

The Department of Public Works, Division of Waste Collection requests the attached Payment of Voucher to be paid to Sonrai Systems LLC for monthly modem fees for the RFID Truck Systems for January through June 2020. Waste Collection budgeted for the fees and the expense was identified and approved for the 2020 budget. Waste Collection did not have a purchase order in place when the invoice was received in June 2020.

The Division has requested multi-year approval on the requisition, for the July through December modem fees, which we are in the process of submitting to Procurement. The Division has also requested that the vendor invoice the City in January. This will prevent future occurrences.

Copy of the Certificate of Funds is attached.

**Signatures/Approval**

*Approved by City Commission*

Division

Department

City Manager

Clerk

Date



June 25, 2020

**TO:** Shelley Dickstein  
City Manager

**FROM:** Frederick M. Stovall, Director *FMS*  
Department of Public Works

**SUBJECT:** Sonrai Systems LLC Payment of Voucher

The Department of Public Works is submitting a Payment of Voucher, for Sonrai Systems LLC, in the amount of \$5,610.00. This payment of voucher is required to complete payment of the January 1, 2020, monthly modem fee invoice. The Division of Waste Collection budgeted for the annual fees; however, did not have a purchase order in place when the invoice was received in June 2020.

I have reviewed this situation with John Parker, Division Manager, and communicated the expectation that a revised process be implemented to prevent future occurrences. Payment will come from the 2020 budget and a Certificate of Funds has been submitted to cover this transaction.

If you have any additional questions, I am available to discuss.

CC: J. Parlette, T. Ritchie Jr., J. Parker, M. Walls

# Invoice



25W102 Ramm Drive  
Naperville, IL 60564

Voice: (630) 622-9899

Fax: (630) 622-9900

Page: 1

Invoice Number 0505816-IN

Invoice Date: 1/1/2020

Customer Number: D010

**Sold To:**

City of Dayton Ohio  
Division of Waste Collection  
1010 Ottawa St  
Dayton, OH 45402

Customer P.O.:	Terms:	RFM	Invoice Due Date		
DaytonYearlyJan-J	Net 30		1/31/2020		
Item Number	Description	Quantity	Price	Amount	
MODEM-VERIZON	Monthly Modem Fee 11 Trucks/6 Months Monthly Data. Jan 2020-Jun 2020	66.000	85.000	5,610.00	

Net Invoice:	5,610.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>5,610.00</b>

**REPORT AND MINUTES OF THE BOARD OF REVISION OF ASSESSMENTS  
TO THE CITY COMMISSION OF THE CITY OF DAYTON**

**In the Matter of the Vacation of Shaw Avenue from Great Miami Boulevard to the East  
Property Line of City Lot #13986.**

Pursuant to proper notice being given, the Board of Revision of Assessments reports that it convened its meeting on June 9, 2020 in the Fifth Floor Conference Room of the Department of Public Works for the purpose of considering the above matter.

Attended by     Keith Steeber                     Patricia Jones  
                           John Musto                                     Joe Weinel  
                           Chris Lipson

**AGENDA ITEMS:** One item was on the agenda. There were no interested parties in attendance.

The Board of Revision of Assessments meeting was convened by Mr. John Musto on June 9, 2020 in the Public Works Fifth Floor Conference Room. Mr. John Musto agreed to chair the meeting.

**ITEM # 1: Resolution No. 6489-20 In the Matter of the Vacation of Shaw Avenue from Great  
Miami Boulevard to the East Property Line of City Lot #13986.**

Service was made to one property owner: Mr. Ray Theis, Grandview Medical Center, 405 West Grand Avenue, Dayton, Ohio 45402.

Discussion followed as to the reason for the vacation request. Mr. John Musto stated the conditions established by the City Plan Board meeting on February 11, 2020 as follows:

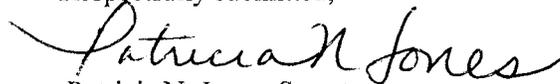
1. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
2. The street openings at Great Miami Boulevard shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
3. The applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for the street light on Shaw Avenue.
4. Vectren shall retain an easement over, under, and through the Shaw Avenue for its existing two inch medium pressure gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.
5. DP& L shall retain a ten foot easement over, under, and through Shaw Avenue for its electric facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.

6. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main, eight inch sanitary sewer, and twelve inch storm sewer. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Mr. Lipson made a motion to accept the vacation with the conditions from the City Plan Board meeting on February 11, 2020. Mr. Steeber seconded and the vacation passed unanimously.

With no other business to come before the Board, Mr. Lipson made motion to close the meeting and Mr. Steeber seconded. All present said "aye" and the motion carried. The meeting was adjourned.

Respectfully submitted,



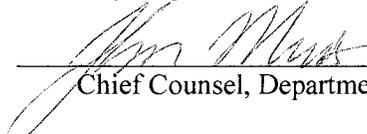
Patricia N. Jones, Secretary  
to the Board of Revision of Assessments

**BOARD OF REVISION OF ASSESSMENTS**

cc: Board Members  
Assessment File  
Joe Weinel – Ordinances

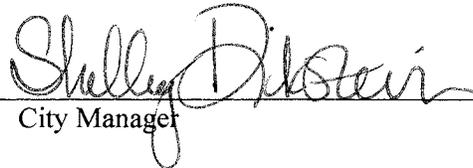


City Engineer, Public Works



Chief Counsel, Department of Law

**APPROVED BY THE CITY COMMISSION**

  
City Manager

Handwritten notes at the top right of the page, including a date "3/20/20" and some illegible scribbles.

BY:.....

NO:.....

**AN ORDINANCE**

Amending and Approving the Rules and Regulations of Electric Transportation Devices; and Declaring an Emergency.

**WHEREAS**, The City of Dayton ("City") recognizes the need to develop rules, regulations, and ordinances concerning the use of emerging technologies, such as electric transportation devices, in the City's right-of-way to protect the public health, safety, and welfare of its residents and the City; and,

**WHEREAS**, The Commission by Ordinance 31714-19 approved the Rules and Regulations of Electric Transportation Devices on April 10, 2019; and,

**WHEREAS**, The Commission desires to make modifications to the Rules and Regulations of Electric Transportation Devices; and,

**WHEREAS**, The Commission desires to empower the City Manager to regulate the use of the City's right-of-way by electric transportation device service providers and other users of electric transportation devices; and,

**WHEREAS**, It is necessary for the immediate preservation of public peace, property, health, and safety that this Resolution take effect at the earliest possible date; now, therefore,

**BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** That this Commission amends and approves the Rules and Regulations of Electric Transportation Devices, which is attached hereto and incorporated herein as Exhibit A.

**Section 2.** For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2020

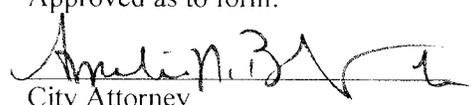
SIGNED BY THE MAYOR....., 2020

\_\_\_\_\_  
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

\_\_\_\_\_  
Clerk of Commission

Approved as to form:

  
City Attorney

# Exhibit A

# City of Dayton

Department of Public Works

Division of Civil Engineering

## Rules and Regulations of Electric Transportation Devices



Approved by the Commission of the City of Dayton on 04/10/2019

by Ordinance Number 31714-19

Amended by the Commission of the City of Dayton on \_\_/\_\_/\_\_\_\_

By Ordinance Number \_\_\_\_\_-

## **I. Purpose and Background**

The Rules and Regulations of Electric Transportation Devices (“Rules and Regulations”) is established to provide the rules and regulations governing the operation of Electric Transportation Devices within the City of Dayton, Ohio (“City”) and upon the City’s Right-of-Way. Further, the Rules and Regulations ensures that the operation of Electric Transportation Devices is consistent with the City’s larger safety and transportation goals by the safe and efficient use of its right-of-way by all different modes of transportation and by people of different ages and abilities.

The City Manager has been delegated the duty to manage and regulate the use of the City’s right-of-way by operators and users of Electric Transportation Devices pursuant to the Revised Code of General Ordinances of the City of Dayton (“R.C.G.O.”).

The City recognizes the need for rules and regulations concerning operators and user of Electric Transportation Devices within its jurisdiction. These Rules and Regulations are designed to balance the public’s need for safe and efficient transportation options while providing for the safe addition of emerging transportation systems. The City has developed this policy combining and adapting national practices with local knowledge to ensure that the public’s health, safety, and welfare is provided for in the greatest extent possible.

## **II. Definitions**

The following terms shall have the proscribed meaning:

*City:* The City of Dayton, Ohio, a municipal corporation in and of the State of Ohio.

*City Commission:* The Commission of the City of Dayton, Ohio.

*Code:* The Revised Code of General Ordinances of the City of Dayton.

*Designated Group Parking Areas:* A clearly identified and established improvement, approved by the City in writing, placed on the Right-of-Way, for the purpose of group placement and/or parking of Electric Transportation Devices.

*Director:* The Director of the Department of Public Works.

*Electric Transportation Device:* A small electronic transportation device, such as an electric scooter, electric bicycle, electric unicycle, electric personal assistive mobility device or other similar device equipped with an electric motor. This includes, but is not limited to, all recreational devices such as skateboards, hoverboards, caster boards, tricycles, skates, roller blades, and heel wheels if equipped with an electric motor. This does not include any assistive mobility device used by persons with disabilities.

*Electric Transportation Device Service:* An individual, corporation, company, or any other entity renting or providing access to Electric Transportation Devices to the general public within the City.

*Operator:* An individual, corporation, company, and/or any other entity that is operating an Electric Transportation Device Service on the City's Right-of-Ways and is issued a valid Operating Permit.

*Permit:* A Probationary Operating Permit or an Operating Permit issued by the City pursuant to the Rules and Regulations.

*Preferred Parking Location:* A location established by the City and licensed to the Operator for the express purpose of relocation, rebalancing, and deployment of the Operator's Electric Transportation Devices.

*Rebalance:*(1) Moving Electric Transportation Devices from an area of low demand to an area of high demand; and/or, (2) Moving Electric Transportation Devices from an area of high concentration to areas of lower concentration.

*Relocation:* The movement of Electric Transportation Devices from one area to another by the Operator or on behalf of the Operator, such as by an independent contractor, employee, or agent.

### **III. General Authority**

The City Manager, or his or her designee, shall implement, enforce, and manage the Rules and Regulations. The City Manager has delegated this authority to the Director. As a result, the Director is responsible for the management of the Rules and Regulations and the right-of-way. With the approval of the City Manager, the Director may amend, modify, or suspend these Rules and Regulations.

### **IV. Operating Permit Authority**

No persons and/or entity shall operate, cause the operation of, or permit the operation of an Electric Transportation Device Service within the City without a valid Probationary Operating Permit or Operating Permit issued by the City. An Electric Transportation Device Service shall not store, leave, or abandon Electric Transportation Devices on the right-of-way without a valid Permit.

### **V. Application for Probationary Operating Permit or Operating Permit**

An Electric Transportation Device Service shall apply to the Director for a Permit. The applicant must be the business entity or person that will own, control, or operate the Electric Transportation Devices permitted to operate under the Permit. The application for the Permit shall, at a minimum, consist of the following:

- The form of business of the applicant and, if the business is a corporation, association, or other legal entity, a copy of the documents establishing the business and the name and address of each person with 20 percent or greater ownership interest in the business;
- The address of the fixed facilities to be used in the operation, if any, and the address of the applicant's corporate headquarters, if different from the address of the fixed facilities;

- The name of a person designated by the applicant to receive on behalf on the applicant any future notices sent by the City to the Operator, that person’s contact information, including a mailing address, telephone number, and email or other electronic address;
- Documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required in Section XXI - Insurance;
- Documentary evidence from a bonding, insurance company, or a bank indicating that it had bound itself to provide the applicant with the performance bond or irrevocable line of credit required by Section XIX - Fees;
- The number and type of Electric Transportation Devices to be operated under the permit;
- A signed agreement to release and indemnify the City from any damages related to the use of Electric Transportation Devices on its right-of-way;
- An example of the language agreed to by any user of the Operator’s Electric Transportation Devices that will release and indemnify the City for any damages related to their use of Electric Transportation Devices on the right-of-way; and,
- A notarized signature of the applicant.

To renew an Operating Permit, an Operator shall submit the information above to the Director.

## **VI. Contents of a Permit**

At a minimum, the Permit will contain:

- The amount of Electric Transportation Devices that are permitted to be in service by the Operator;
- The hours that the Electric Transportation Devices may be in service by the Operator;
- The expiration date of the Permit; and,
- The name and information of the Operator.

## **VII. Term of the Operating Permit**

### **A. Probationary Operating Permit**

Prior to obtaining an Operating Permit, an Operator shall apply for a Probationary Operating Permit. If the City approves the application then the Operator will be issued a Probationary Operating Permit. A Probationary Operating Permit shall be valid for six (6) months after its issuance by the City.

### **B. Operating Permit**

If an Operator has successfully completed its probationary period then the Operator may apply for an Operating Permit. If the City approves the application then the Operator will be issued an Operating Permit. An Operating Permit shall be valid for twelve (12) months after its issuance.

## **VIII. Amendments to Operating Authority**

At least ten (10) days prior to any amendment or change to a Permit taking effect, the Operator must submit, in writing, a request to the Director detailing the need and a request for the

amendment. The amendment request must be approved in writing by the Director. Further, any change in an Operator's fleet size must be approved by the Director in writing.

## **IX. Expiration of the Operating Authority**

A full Operating Permit is valid for twelve (12) months after its issuance date. Prior to the expiration of an Operating Permit, the Operator may apply to renew its Operating Permit through the application process detailed above.

## **X. Refusal to Issue or Renew Operating Authority**

The City may refuse to issue or renew a Permit if the Operator or applicant intentionally or knowingly makes a false statement to a material matter in an application for a license or license renewal. The City may refuse to issue or renew a Permit if the Operator or applicant has violated any state, local, or federal law, rule, or regulation. The City may refuse to issue or renew a Permit if it determines, in its sole discretion, that the amount of Electric Transportation Devices deployed within the City exceeds an amount that the Right-of-Way is capable of withstanding. Further, the City may refuse to issue or renew a Permit if the City, in its sole discretion, determines that Operator has not been responsive to community or City concerns in its use of the right-of-way. Finally, the City may refuse to issue or renew a Permit for any municipal purpose determined solely by the City.

## **XI. Termination, Suspension, and Revocation of Operating Authority**

### **A. Termination**

The City may, for cause or convenience, terminate a Permit for any municipal purpose, solely determined by the City, by providing the Operator with a notice of termination. If a Permit is terminated then the Operator must remove all Electric Transportation Devices from the right-of-way within seven (7) days of the notice of termination. If the Electric Transportation Devices are not removed then the City may impound the Electric Transportation Devices pursuant to the provisions of the Code.

### **B. Suspension**

The City may, for cause or convenience, suspend a Permit if the City determines that the Operator has failed to respond to a request to remove an Electric Transportation Device or a request to move Electric Transportation Devices to another location within a specified period of time determined by the Director. A suspension of a Permit will not extend or alter the expiration of the Permit. Further, the City may suspend a Permit for any municipal purpose, determined solely by the City.

### **C. Revocation**

The City may revoke a Permit if it determines that the:

1. Operator, or their agents or employees, made a false statement as to a material matter in the application for the Permit ;
2. Operator has either diminished, failed to maintain, or altered the Insurance required by the Rules and Regulations;

3. Operator has either diminished, failed to maintain, or altered the performance bond or letter of credit required by the Rules and Regulations;
4. Operator has failed to pay a fee or fees as required by the Rules and Regulations;
5. Operator has received two (2) Notices of Violation and failed to remedy the issues described within the Notices of Violation;
6. Operator, to the satisfaction of the City, has not adequately addressed and/or responded to issues or concerns that it has been notified of; and/or,
7. Operator has failed to immediately and fully assist the City of Dayton Police Department in any criminal investigation concerning the use of any Electric Transportation Devices.

If a Permit is revoked by the City then the Operator, or any person with a twenty percent or larger interest in the Operator, shall not be eligible for another Permit for a period of up to two years, determined solely by the City based on the severity of the violation resulting in the revocation.

## **XII. Notice of Violation**

If the City becomes aware of an Operator violating any term of the Rules and Regulations or the Code then the City may issue a Notice of Violation indicating the violation and the violation factual basis. The Operator may appeal a Notice of Violation within ten (10) days after the date of issuance to the Director. The appeal shall include the factual basis for the Operator's appeal. The Director will issue a written decision within fifteen (15) days after receiving an Operator's appeal. If the Operator disagrees with the Director's written decision, then the Operator may request a hearing held by a designee of the Director.

If an Operator receives two (2) or more Notices of Violation then the City may, at its sole discretion, reduce the Operator's fleet size, suspend its Operating Permit, or terminate its Permit.

## **XIII. Non-Transferability**

A Permit is not transferable and any transfer that occurs is void. This Section should not be construed to impede the continued use of trade names or trademarks. However, a Permit is only valid for the entity that it was originally issued to.

## **XIV. Fleet Size**

In general, the City will not limit the number of Operators that are permitted to operate within the City. However, fleet size and the total amount of Electric Transportation Devices allowed to operate within the City will be monitored by the Director and the approval of Permits and the number of Electric Transportation Devices will be impacted. The Director, in his or her sole discretion, will determine a maximum number of Electric Transportation Devices that may safely operate within the City. Once this threshold is met then no other Permits will be issued by the City. This determination will be based on the capabilities of the right-of-way.

### **A. Probationary Operating Permits**

Operators issued a Probationary Operating Permit may deploy a maximum of 200 Electric Transportation Devices in the first month of its issuance in accordance with the terms of the Probationary Operating Permit. After the first month of operation, an Operator may apply to the City for an increase in the total number of Electric Transportation Devices permitted under its

Probationary Operating Permit. The City, in its sole discretion, may increase the permitted number of Electric Transportation Devices under the Probationary Operating Permit. Notwithstanding anything in the foregoing, the maximum amount of Electric Transportation Devices permitted by a Probationary Operating Permit shall not exceed 400. If the Operator desires to reduce the number of Electric Transportation Devices deployed under a Probationary Operating Permit then it must receive the consent of the City, which will not be unreasonably withheld.

## **B. Operating Permits**

Operators issued an Operating Permit may carryover a maximum of 400 permitted Electric Transportation Devices from its Probationary Operating Permit to its Operating Permit. Operators may apply for addition Electric Transportation Devices in increments of 200 additional Electric Transportation Devices. The maximum amount of Electric Transportation Devices per Operating Permit shall not exceed 1,000. The Director may approve or deny, at their sole discretion, any request for additional Electric Transportation Devices for any municipal purpose.

# **XV. Parking**

## **A. General Rules**

All parking locations on the right-of-way are subject to the review and approval of the Director. The Director may prohibit or permit parking of Electric Transportation Devices within the right-of-way. Further, the Director may modify these general rules, at his or her sole discretion. All Preferred Parking or Designated Parking Areas locations shall be approved by the City and comply with this policy. Operators shall deploy, relocate, or rebalance Electric Transportation Devices at a Preferred Parking Location or a Designated Group Parking Area. If any Operator deploys, relocates, or rebalances outside of a Preferred Parking Location or a Designated Group Parking Area then it shall receive a Notice of Violation.

Individual riders are not required to end their rides at a Preferred Parking Location or a Designated Group Parking Area; however, the nearest Preferred Parking Location or Designated Group Parking Area should be recommended to riders or users of the Electronic Transportation Devices. Generally, Electric Transportation Devices should be parked in accordance with Section 70.11.1 of the Code and any failure to comply is a violation of the Rules and Regulations.

If an Operator is notified that any Electric Transportation Device is parked incorrectly then the Operator shall respond and remedy the situation as soon as reasonably possible.

If an Operator desires to park in areas other than the right-of-way then the Operator must first obtain permission to do so from the appropriate property owner, the City, or other public entity. These other approved locations shall be indicated by appropriate signage approved by the property owner, City, or other public entity. For example, the Operator would be required to obtain the permission of Five Rivers MetroParks for the parking of Electronic Transportation Devices at RiverScape MetroPark.

If an Electric Transportation Device is left unattended outside of a Preferred Parking Location or a Designated Group Parking Area for longer than twenty-four ( ) hours then the City may impound the Electric Transportation Device. Further, if an Electric Transportation Device is left in violation of Section 95.407 of the Code then the City may impound the Electric Transportation Device. The Operator shall pay the City an impoundment fee and a storage fee for everyday the City stores the Electric Transportation Device.

The City may, with or without notice, inspect an Operator's compliance with the Rules and Regulations or the Code. If an Operator is found to not comply with either then the City may reduce the number of Electric Transportation Devices approved in its Permit.

## **B. General Parking Rules**

Generally, Operators and users of Electric Transportation Devices shall follow all the requirements of Sections 74.11 and 74.11.1 of the Code.

## **C. Preferred Parking and Designated Parking Areas**

Operators may apply for Preferred Parking and Designated Parking Areas within the City. Application for these areas must include the following information:

- The location of the Preferred Parking and Designated Parking Area;
- The amount (width and length) of the right-of-way that will be impacted by the Preferred Parking and Designated Parking Areas;
- The Operator's name; and,
- The signage for the Preferred Parking and Designated Parking Area.

### **1. Preferred Parking Areas**

An Operator shall apply for a Preferred Parking Area and receive a written authorization by the City prior to deploying, relocating, or rebalancing any Electric Transportation Devices.

### **2. Designated Parking Areas**

Any Operator may apply for a Designated Parking Area to the Director. The original applicant shall provide the City signage dedicating the area as a Designated Parking Area. Designated Parking Areas may be utilized by any Operator or user once it is approved by the Director.

The minimum requirements for a Designated Parking Areas are as follows:

- The area must be clearly identified by surface decals or another acceptable method, showing the outlining boundaries of the Designated Parking Area; and,
- The location, layout, and operation shall comply with all Americans with Disabilities Act requirements.

A Designated Parking Areas shall be maintained by Operators utilizing the Designated Parking Area. The City may change or remove any Designated Parking Area for any municipal purpose it deems necessary.

## **XVI. Operations**

### **A. Sidewalk Operation**

Electric Transportation Devices are to be operated on streets, in accordance with the Ohio Revised Code and the Code, and, where available, bike lanes and paths. Electric Transportation Devices may only be operated on sidewalks when immediately leaving or accessing a parking location. All other operation on sidewalks is prohibited. If a user is operating on a sidewalk then a rider shall yield to pedestrians and maintain a low rate of speed. This information should be contained in the Operator's mobile app.

### **B. Deployment and Retrieval**

Operators shall rebalance all Electric Transportation Devices prior to 7:00 am, local time, daily and place Electric Transportation Devices in their approved locations. All Electric Transportation Devices must be immobilized by 11:59 pm each day and rebalanced as soon as practical, but not later than 7:00 am. Operators may re-mobilize its Electric Transportation Devices at 6:00 am. An Operator's failure to perform these duties shall be considered a violation of this policy. City may impound any Electric Transportation Device that violates this Section and charge Operator for storage and impoundment. Electric Transportation Devices located within a Preferred Parking Area, Designated Parking Area, or its approved location may be stored for a period of seven (7) days. An Operator must maintain a staffed operations center and shall maintain a 24-hour customer service phone number posted on the vehicle and within its app for customers and members of the public to report safety concerns, complaints, or to ask questions of the Operator. An Operator must also provide the City a designated contact who will be responsible for relocation of Electric Transportation Devices or to receive customer complaints forwarded by the City. Any changes in the contact information must be provided to the City within 24 hours. Operators shall comply with all City policies, protocols, and procedures in the case of: extreme weather; emergencies; special events; and/or, construction.

### **C. User Communications**

Operators shall create and maintain City-specific information outlining all locally relevant terms and conditions as outlined in this policy on the company's websites and/or social media platforms. Such information is to include the terms of service, including user instructions, privacy policies, and outlines all fees, costs, penalties, and unexpected charges in all languages required by the City. The Operator shall provide notice to all users by means of signage and through a mobile, web or social media application that:

1. Electric Transportation Devices are to be operated on streets, and where available, in bike lanes and bike paths. Users are prohibited from operating Electric Transport Devices on sidewalks unless immediately leaving from or accessing a parking location.
2. Users are to obey traffic laws and practice safe operating conduct.
3. Electric Transportation Devices are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths and shall yield to pedestrians.
4. Helmets are encouraged for all Users.
5. Parking must be done in the designated areas or in accordance with the Code.

6. Users shall not obstruct the walking area of a sidewalk with an Electric Transportation Device when finished with its use. A minimum 48 inch sidewalk clearance shall be maintained. Operators must make all reasonable effort to inform riders of the proper parking procedures and best practices.
7. The Operator shall require Electric Transportation Device Users, through its Vehicle Use Agreement, to release and forever discharge the City of Dayton, Ohio, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including reasonable attorneys' fees, arising out of or resulting, directly or indirectly, from the User's use of Electric Transportation Devices within the City of Dayton. The Operator shall provide the City a copy of the Vehicle Use Agreement.

#### **D. Prohibited Areas**

Operators shall inform users that the operation of Electric Transportation Devices within a festival, event footprint, or on a street closed by the Dayton Police Department or the Public Works Department is prohibited. Further, if the Director or Dayton Police Department notifies the Operator of a festival, event, or street closure then Operator shall ensure a notice is placed on its mobile application notifying the user that Electric Transportation Devices are prohibited within the festival, event, or street closure's footprint.

Further, the City may declare areas in which the operation of Electric Transportation Devices is prohibited. Any declaration will be made by the Director or the Chief of Police and Operators will be notified. The Operator shall ensure that its users are notified of the prohibited areas and that rides cannot occur within the prohibited areas.

The Oregon District, between 400 and 600 East Fifth Street, is a prohibited area. As a result, the operation of Electric Transportation Devices is prohibited in this area. The Operator's mobile application should indicate to the user that operation of Electric Transportation Devices is prohibited within this area and the location of the Designated Parking Areas before entering this prohibited area.

#### **E. Public Safety Information Campaigns**

Operators shall make periodic efforts to inform non-users about proper behavior around the Operator's Electric Transportation Devices, including providing information on how a non-user may report parking or operations related issues to the Operator. The Operator shall document all information campaigns and provide a summary to City in their monthly reports. Operators shall conduct information outreach efforts at least twice a year. Probationary Operating Permit holders must conduct public safety information campaigns monthly during each month of their probationary permit. Public safety information campaigns must occur each time the Operator's fleet is notably expanded, as determined by the City.

#### **F. Equipment Safety and Maintenance**

Operators shall remove from service any inoperable Electric Transportation Device, or an Electric Transportation Device that is not safe to operate, from the right-of-way within 24 hours of notice received from a customer, resident, or the City. An Electric Transportation Device removed from the right-of-way in accordance with this subsection must be repaired before it is

returned to service. In the meantime, between notification and retrieval, the Electric Transportation Device shall be removed from the user interface that allows the public to locate said vehicle and the vehicle shall not be able to be unlocked by potential Users.

## **XVII. Equipment Standards**

Each Electric Transportation Device permitted under an Operating Permit shall display the emblem of the Operator along with a unique identification number that is easily visible while the vehicle is in a standard upright position. Each Operator shall ensure that its Electric Transportation Devices meets all requirements of local, state, and federal law and at a minimum the following additional requirements:

- Bicycles must meet the safety standards outlined in ISO 43.150 – Cycles, Subsection 4210, as amended. Electric-assist bicycles should refer to CPSC Public Law 107-309 for Low Speed Electric Bicycles for maximum engine wattage.
- Electric motor assisted scooters should refer to CPSC Public Law 107-309 for standards around weight bearing.
- The maximum motor-assist speed while in operation of an Electric Transportation Device shall not exceed 15 miles mph. However, electric bicycles may exceed this limit if approved by the Director.
- All Electric Transportation Devices or the rider of an Electric Transportation Device shall have an always-on front lamp and a red rear lamplight that are visible from a distance of at least 500 feet away under normal atmospheric conditions.
- Front and rear lamps shall stay illuminated 90 seconds after an Electric Transportation Device has stopped.
- All Electric Transportation Devices shall feature a decal or sticker notifying riders that they are not to ride on the sidewalk and that helmets should be worn.

Operators shall ensure that all Electric Transportation Devices are inspected, maintained, and or replaced on a mutually agreed upon schedule with the City.

Operators shall have the ability to lock-down individual Electric Transportation Devices when they are deemed to be or reported to be unsafe.

Each Electric Transportation Device permitted under an Operating Permit shall be equipped with active global positioning system technology, which must ping its location at a minimum of every 60 seconds while the Device is being ridden.

The City may, with or without notice, inspect any Electric Transportation Device operating under an Operating Permit to determine whether the Electric Transportation Device complies with the standards outlined in this policy.

This section may be updated as new standards for new mobility technologies are developed.

## **XVIII. Data Sharing and Standards**

### **A. Data Collection and Reporting**

Operator shall provide City with real-time information on the entire Dayton fleet through a documented application. Operator is directly responsible for providing the City with the data

described below. The Operator shall published the following data and information into the portal, in real time, for every Electric Transportation Device parked in the City:

1. Point location;
2. Electric Transportation Device identification number;
3. Type of vehicle (standard or electric); and,
4. Battery Level (if electric).

All GPS data shall come from the active GPS that is affixed to each vehicle and shall not be collected from Users’ mobile devices. The City is permitted to publish all non-identifiable data and may publish real time availability data to the public. All Operators shall provide the following anonymized data for each trip record to inform and support safe and effective management of the system, and for transportation planning efforts. Data will be submitted to the City in a manner acceptable to it.

**Table 1- Operational Assessment Geospatial Fields**

<b>Field Name</b>	<b>Format</b>	<b>Description</b>
Company Name	Text	n/a
Type of Electric Transportation Device	“Standard Bicycle”, “Electric Bicycle”, “Electric Scooter”, or etc.	n/a
Trip Record Number	xxx0001, xxx0002, xxx0003, etc.	3-letter company acronym + consecutive trip #
Trip Duration	MM:SS	n/a
Trip Distance	Feet	n/a
Start Date	MM, DD, YYYY	n/a
Start Time	HH:MM:SS	n/a
End Date	MM, DD, YYYY	n/a
End Time	HH:MM:SS	n/a
Start Location	Census Tract	n/a
End Location	Census Tract	n/a
Electric Transportation Device Unique Identifier	xxxx1, xxxx2, xxxx3, etc.	Unique identifier for every device

All Operating Permit holders will provide the following device availability data for oversight of parking compliance and device distribution by minutes. Data will be submitted to the City in a manner acceptable to it.

**Table 2 – Parking Assessment Geospatial Fields**

<b>Field Name</b>	<b>Format</b>	<b>Description</b>
GPS Coordinate	X, Y	n/a
Availability Duration	Minutes	n/a

Availability Start	MM, DD, YYYY	n/a
Availability End	MM, DD, YYYY	n/a

An Operator shall provide a monthly report in a format acceptable to the City that includes, but is not limited to the following:

- Total number of rides for the previous month and total miles ridden;
- Total number of Electric Transportation Devices in service for the previous month;
- Number of rides per Electric Transportation Device per day;
- Location and performance of all Preferred and Designated Parking Areas;
- Number of Electric Transportation Devices removed from service;
- Operator staffing levels;
- Number and resolution of Customer Service Cases, including complaints registered;
- Vandalism Incidents;
- Crash reports (to include injury/fatalities);
- Only if available, an aggregated breakdown of customers by gender and age monthly. Gender must be reported as male, female, and/or non-binary. Age must be reported using these eight age groups: under 5, 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over; and,
- Provide a “heat map” indicating commonly used streets and routes within the City.

The City maintains the right to request additional reports, additional data or change the frequency of the reports at its sole discretion. Further, the City maintains the right to request meetings with an Operator to discuss operations, issues, concerns, and any corrective actions that may be necessary.

The data above shall be submitted to the City of Dayton, Department of Planning - 101 W. Third St. Dayton, OH 45402. Electronic version of the data shall be submitted to Susan.Vincent@daytonohio.gov .

**B. Data Privacy**

All Operators shall ensure customer data privacy and that the Operator’s policies are in accordance with the City’s data privacy policies. Customers shall not be required to share personal data with third parties (e.g. advertisers, investors etc.) to use the Operator’s services. Customers shall not be required to provide access to their contacts, camera, photos, files, and other private data to use the Electric Transportation Devices. Location services may be required to use the Electric Transportation Device Service for locating nearby Electric Transportation Devices, but not for providing trip-level data. Operators shall provide clear notification about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why that data will be used. Notification must be active (e.g. affirmative confirmation-required to continue). All digital applications and/or consent forms shall provide customers with the option to opt-in to providing access to their contacts, camera, photos, files, other private data and 3rd party data sharing. This opt-in shall not be the default setting and digital applications and consent forms shall not require customers to opt-out of providing access.

### C. Application Programming Interface Requirements

The City intends to integrate all permitted Operator’s services through a publicly available, mobility trip planning app(s). Successful integration requires that the Operator’s service availability be displayed in real-time, at all times near the user, and allow users to sign up, view, plan trips, unlock, pay, and consume the Operator’s service completely within the City’s selected mobility trip planning app(s).

Operators shall provide a publicly accessible Application Programming Interface (API) that meets the requirements of the latest General Bikeshare Feed Specification (GBFS) version. If the Operator operates more than one type of vehicle, they must provide a separate GBFS [per vehicle type]. The Operator may not change the API URL without notifying the City with at least 30 days’ notice. Operators are required to make the API endpoint available for public consumption. The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface. The Operator shall provide a publicly-accessible API, clearly posted on the Operator’s website that shows, at minimum, the current location of any services available for use at all times. A smart phone-based application used to access the Operator’s services does not qualify as a publicly accessible API.

The following must be provided by the Operator to the City of:

- API endpoints and API keys for staging and production environments.
- API documentation.
- Technical contact to whom the City can ask questions regarding the integration.
- Test accounts for the production environment.
- PCI attestation of compliance (AOC).
- Results from a recent scan done by an approved scanning vendor (ASV).

### XIX. Fees

Fees associated with the operation of Electric Transportation Devices are presented in Table 3. In addition to the fees found in Table 3, an Operator shall also be responsible for:

- Fines and fees associated with any impoundment, storing, relocation, and/or removal of Electric Transportation Devices from the right-of-way by the City.
- Costs incurred by the City for relocating Electric Transportation Devices.

Each Operator shall ensure that the City is reimbursed, for any and all costs incurred by the City concerning the abatement of any violations of this policy or any conditions of the Permit, repair and/or maintenance of public property, repair and/or maintenance of the City’s Right-of-Way, within 30 days of receiving written notice from the City.

**Table 3 – Electric Transportation Device Fee**

Description	Fee	Costs Associated
Probationary Operating Permit Application	\$2,000.00	Administrative Cost for review.

Annual Operating Permit Application	\$1,500.00 annually	Administrative Cost for review.
Per Ride Fee	\$0.25 per ride fee	Improvements and maintenance of shared mobility infrastructure
Designated Group Parking Area	\$250.00 annually per Designated Group Parking Area	Costs to cover the loss of Right-of-Way for group parking of Devices.

An Operator shall ensure that all impoundment fees and removal costs are remitted to the City within 30 days after the Operator is notified by the City. The City shall charge an Operator \$100.00 per impoundment of an Electric Transportation Device found to be out of compliance with this policy and a \$100.00 daily storage fee.

The Director shall waive the Probationary Operating Permit and Annual Operating Permit fees for an Operator that is a not-for-profit entity operating a bike share system within the City. A not-for-profit entity operating a bike share service within the City shall be exempted from the Probationary Operating Permit and Annual Operating Permit fees.

## **XX. Impoundment and Fees**

The Director may impound Electric Transportation Devices not in compliance with these Rules and Regulations or the Code. Operators should refer to the Code concerning the impoundment of Electric Transportation Devices. Prior to impoundment, the Director will make a good faith effort to notify the Operator of the violation. Depending on the severity of the violation, the Operator may have an opportunity to remedy the violation prior to impoundment.

An Operator shall pay the City a fee of \$100.00 for the impoundment of any Electric Transportation Device. Further, an Operator shall pay an additional storage fee of \$50.00 per day per Electric Transportation Device stored by the City.

## **XXI. Insurance and Indemnification**

### **A. Insurance**

An Operator shall maintain, with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, General/ Comprehensive Liability Insurance, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, and specifically covering property damage, including any property damage to City-owned property, and bodily or personal injury, and death of any person resulting from the use of any of the Operator’s Electric Transportation Devices. Said policy of insurance shall name the City, its elected officials, officers, agents and employees as additional insureds, and shall contain a provision requiring at least thirty (30) days notice to the City of any cancellation or diminution of coverage. Operator shall provide a copy of a certificate of insurance demonstrating compliance with this section.

This required insurance shall not in any way relieve or decrease the liability of the Operator hereunder. It is expressly understood that the City does not in any way represent that the specified Limits of Liability, coverage, or policy forms are sufficient or adequate to protect the interests of the Operator.

### **B. Indemnification**

An Operator shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorney's fees) of whatsoever kind and nature, caused by or arise out of the Operator Permit or this Policy and/or the acts, errors, omissions or wrongful conduct of Operator, its owners, employees, contractors, and/or agents. This Section shall survive the termination of any Operating Permit issued.

### **XXII. Non-Discrimination Clause**

An Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship. Any violation of this section shall be considered a material breach of the Operating Permit and may result in the immediate termination of the Operating Permit.

MEMORANDUM



June 22, 2020

**TO:** Shelley Dickstein  
City Manager

**FROM:** Barbara J. Doseck *AMS*  
City Attorney

**SUBJECT:** Amending and Approving the Rules and Regulations of Electric Transportation Devices

Attached please find Legislation and the Finalized Amendments for the Rules and Regulations of Electric Transportation Devices ("Rules and Regulations"). The significant changes in the Rules and Regulations are as follows:

1. Expansion of hours of operation until 11:59 pm;
2. Permitting the Storage of Electric Transportation Devices on the public right-of-way, so long as the Devices are located in an approved area;
3. The elimination of certain permit regulations and fees; and,
4. The removal of the dollar-a-day fee to a 0.25¢ per-ride fee model.

The Law Department, Planning Department, Public Works Department, and the Police Department were all involved in determining these Amendments.

If you have any question or concerns, please do not hesitate to contact Assistant City Attorney Martin Gehres at x4109.

**CC:** J. Parlette  
T. Kinskey  
S. Vincent  
F. Stovall  
J. Weinel  
R. Biehl  
Lt. Mullins

1st 2nd Reading 9  
6507-20

By: .....

No. ....

**A RESOLUTION**

Declaring the Necessity to Implement the Plan for Services Adopted by the Downtown Dayton Special Improvement District, Inc., and Approved by the City Commission, and Declaring an Emergency.

**WHEREAS**, The Downtown Dayton Special Improvement District, Inc., ("SID") has recommended a Plan for Services ("Plan") for a five-year period to provide certain services to the Downtown Dayton area, as defined in the Plan; and,

**WHEREAS**, The City Commission approved the Plan by Resolution No. 6507-20 adopted on June 3, 2020; and,

**WHEREAS**, The Plan calls for provision of these services to be funded by special assessments; and,

**WHEREAS**, Owners of greater than sixty percent (60%) of the front footage of property to be assessed signed the petition asking for this assessment; and,

**WHEREAS**, It is necessary that this resolution take effect immediately upon its adoption in order to meet the necessary timetable to provide the services under the Plan beginning in 2021 and to provide for the immediate preservation of the public peace, property, health and safety; now, therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** It is declared necessary to implement the Plan for Services of the Downtown Dayton Special Improvement District, Inc., approved by the City Commission in Resolution No. 6507-20.

**Section 2.** The Plan and estimate of cost of the Plan prepared by the SID providing for a total estimated cost of the Plan of Eight Million Four Hundred Thousand Dollars and Zero cents (\$8,400,000.00) for a five-year period, now on file in the office of the Clerk of the Commission, are approved. The Plan shall be performed as shown therein. The lots and lands to be assessed for the improvement are shown on **Exhibit A** attached hereto and incorporated herein by reference.

**Section 3.** The City Commission finds and determines that (i) the Plan is conducive to the public health, convenience and welfare of this City and the inhabitants thereof; and (ii) the lots and lands to be assessed as described in Section 4 hereto are specially benefited by the Plan in amounts equal to or greater than the assessed amounts.

**Section 4.** The whole cost of the Plan shall be assessed in proportion to the benefits that may result from the Plan upon the lots and lands described in **Exhibit A** attached hereto, including, but not limited to, lots and lands owned by the City of Dayton. Pursuant to Ohio Revised Code §1710.06(C)(1), the assessments shall be levied by a formula in which seventy-five percent (75%) of the assessment is based in proportion to the assessed valuation of such lots and lands, as described in **Exhibit A**, and the remaining twenty-five percent (25%) shall be based in proportion to the front footage of all such lots and lands described in Exhibit A. Front footage is computed as provided in Ohio Revised Code Chapter 1710.

**Section 5.** The Director of Finance is authorized and directed to prepare and file in the office of the Clerk of the Commission an assessment report of the estimated special assessments for the Plan described in this Resolution and that report shall show the lots and lands to be assessed, the amount of the estimated special assessment as to each, the amount of benefit or damage to each lot or parcel of land to be assessed, and an estimate of the life of the improvement. Those estimated special assessments shall be based upon the estimate of cost of the Plan now on file in the office of the Clerk of the Commission and shall be prepared pursuant to the provisions of this Resolution. When the assessment report has been so filed, the Clerk of the Commission or a person designated by the Clerk shall cause notice of the adoption of this Resolution and the filing of the assessment report to be served in the manner provided by law on the owners of all lots and lands to be assessed.

**Section 6.** The special assessments to be levied shall be paid in five (5) annual installments, pursuant to the payment schedule shown in **Exhibit A**, provided that the number of installments shall not be greater in number than the estimated years of the life of the improvement as certified by the Director of Finance in the assessment report; and further provided that the owner of any property assessed may pay the special assessment in cash within thirty (30) days after passage of the assessing ordinance.

**Section 7.** The Clerk of the Commission is directed to certify a copy of this Resolution to the Director of Finance.

**Section 8.** The City does not intend to issue securities in anticipation of the levy or collection of the special assessments.

**Section 9.** The assessments to be levied and collected pursuant to this Resolution may be levied and collected in whole or in part prior to the performance of the Plan.

**Section 10.** The City Commission finds and determines that all formal actions of the City Commission concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Commission and that all deliberations of this Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**Section 11.** For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

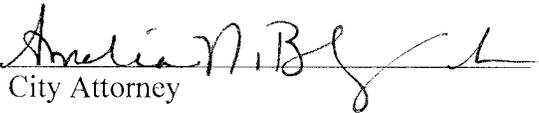
SIGNED BY THE MAYOR....., 2020

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

## Exhibit A

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00104 0036	DAYTON CITY OF	367 W		SECOND ST	788.16	\$363,820	\$5,460.00	\$5,596.50	\$5,736.41	\$5,879.82	\$6,026.82
R72 00510 0026	DAYTON CITY OF	128 S		JEFFERSON ST	837.31	\$43,960	\$2,848.29	\$2,919.49	\$2,992.48	\$3,067.29	\$3,143.98
R72 00510 0029	DAYTON CITY OF	E		5TH & JEFFERSON	0	\$122,940	\$1,059.54	\$1,086.03	\$1,113.18	\$1,141.01	\$1,169.54
R72 00512 0001	DAYTON CITY OF	200		JEFFERSON ST	964.29	\$116,570	\$3,848.56	\$3,944.77	\$4,043.39	\$4,144.48	\$4,248.09
R72 00512 0025	DAYTON CITY OF	0		PATTERSON BL	211.38	\$23,920	\$829.56	\$850.30	\$871.56	\$893.35	\$915.68
R72 00701 0023	DAYTON CITY OF (RELIZON)	0		ST CLAIR STREET	300.85	\$33,390	\$1,175.04	\$1,204.42	\$1,234.53	\$1,265.39	\$1,297.03
R72 00702 0001	DAYTON CITY OF	0		MONUMENT FOUNDRY PAT	1,063.10	\$122,140	\$4,187.98	\$4,292.68	\$4,399.99	\$4,509.99	\$4,622.75
R72 00901 0008	DAYTON CITY OF (RIVERSCAPE)	E		MONUMENT AVE	99	\$9,070	\$370.14	\$379.40	\$388.88	\$398.60	\$408.57
R72 00501 0014	DAYTON CITY OF	25		LUDLOW	60.69	\$23,590	\$382.30	\$391.85	\$401.65	\$411.69	\$421.98
R72 00506 0022	DAYTON CITY OF	225 S		MAIN ST	107.65	\$71,850	\$936.71	\$960.13	\$984.14	\$1,008.74	\$1,033.96
R72 00104 0054	DAYTON CITY OF	W		SECOND ST	0	\$3,540	\$30.51	\$31.27	\$32.05	\$32.85	\$33.68
R72 00104 0055	DAYTON CITY OF	W		SECOND ST	0	\$890	\$7.67	\$7.86	\$8.06	\$8.26	\$8.47
R72 00108 0003	DAYTON CITY OF	0 W		THIRD	331.15	\$1,662,460	\$15,304.32	\$15,686.93	\$16,079.10	\$16,481.08	\$16,893.11
R72 00203 0011	DAYTON CITY OF	101 W		3RD ST	614	\$1,615,210	\$15,731.29	\$16,124.58	\$16,527.69	\$16,940.88	\$17,364.41
R72 00203 0013	DAYTON CITY OF	125 W		THIRD ST	101	\$1,392,580	\$12,299.63	\$12,607.12	\$12,922.30	\$13,245.36	\$13,576.49
R72 00204 0004	DAYTON CITY OF	0		NOT KNOWN	10	\$14,830	\$157.30	\$161.24	\$169.40	\$173.63	\$177.93
R72 00204 0015	DAYTON CITY OF	37 W		THIRD ST	307	\$94,940	\$1,723.64	\$1,766.73	\$1,810.90	\$1,856.17	\$1,902.58
R72 00303 0081	DAYTON CITY OF	320 W		MONUMENT AV	205.73	\$274,180	\$2,969.73	\$3,043.97	\$3,120.07	\$3,198.07	\$3,278.03
R72 00310 0001	DAYTON CITY OF (FIRE STATION)	300 N		MAIN ST	400	\$344,090	\$4,145.19	\$4,248.82	\$4,355.04	\$4,463.91	\$4,575.51
R72 00311 0025	DAYTON CITY OF (VAN CLEVE PARK)	0		MONUMENT AVE	396	\$189,530	\$2,801.33	\$2,871.37	\$2,943.15	\$3,016.73	\$3,092.15
R72 00410 0007	DAYTON CITY OF (SENIOR RESOURCE CENTER)	105 S		WILKINSON	556.81	\$575,890	\$6,605.39	\$6,770.53	\$6,939.79	\$7,113.28	\$7,291.12
R72 00509 0001	DAYTON CITY OF (DAVE HALL PLAZA)	0		FOURTH + JEFFERSON	716.75	\$346,030	\$5,096.08	\$5,223.48	\$5,354.06	\$5,487.92	\$5,625.12
R72 00509 0004	DAYTON CITY OF (DAVE HALL PLAZA)	0		JEFFERSON ST	91.75	\$89,660	\$1,043.31	\$1,069.40	\$1,096.13	\$1,123.54	\$1,151.62
R72 00509 0018	DAYTON CITY OF (DAVE HALL PLAZA)	0		MAIN ST	391.81	\$290,680	\$3,660.72	\$3,752.24	\$3,846.05	\$3,942.20	\$4,040.76
R72 00510 0013	CITY OF DAYTON	0		FOURTH ST	195.87	\$3,073,430	\$27,065.60	\$27,742.24	\$28,435.79	\$29,146.69	\$29,875.36
R72 00510 0014	DAYTON CITY OF	110 E		FOURTH ST	33	\$11,320	\$194.88	\$199.76	\$204.75	\$209.87	\$215.12
R72 00510 0015	DAYTON CITY OF	0		SE COR FOURTH + JEF	146.78	\$15,540	\$566.82	\$580.99	\$595.51	\$610.40	\$625.66
R72 00510 0027	DAYTON CITY OF	0		NE COR JEFFERSON+FI	208.4	\$37,250	\$935.65	\$959.05	\$983.02	\$1,007.60	\$1,032.79
R72 00510 9026	DAYTON CITY OF	1		JEFFERSON ST	0	\$167,300	\$1,441.85	\$1,477.90	\$1,514.85	\$1,552.72	\$1,591.54
R72 00511 0001	DAYTON CITY OF (CONVENTION CENTER)	22 E		FIFTH	1,503.52	\$4,732,750	\$45,222.78	\$46,353.35	\$47,512.18	\$48,699.99	\$49,917.50
R72 00512 0002	DAYTON CITY OF	0 S		JEFFERSON ST	44.6	\$17,330	\$280.89	\$287.91	\$295.11	\$302.49	\$310.05
R72 00512 0004	DAYTON CITY OF	112 E		FIFTH ST	47	\$12,480	\$246.17	\$252.33	\$258.63	\$265.10	\$271.73
R72 00512 0005	DAYTON CITY OF	116 E		FIFTH ST	45	\$15,590	\$267.08	\$273.75	\$280.60	\$287.61	\$294.80
R72 00512 9001	DAYTON CITY OF	1		JEFFERSON	0	\$76,850	\$662.32	\$678.88	\$695.85	\$713.25	\$731.08
R72 00601 0001	DAYTON CITY OF	0		PATTERSON BLVD + ST	657.25	\$48,950	\$2,360.25	\$2,419.26	\$2,479.74	\$2,541.73	\$2,605.28
R72 00702 0002	DAYTON CITY OF (SERVICE DEPOT)	301 E		FIRST ST	280.5	\$3,190	\$854.75	\$876.12	\$898.02	\$920.48	\$943.49
R72 00901 0012	DAYTON CITY OF	0 E		MONUMENT AVE	653.88	\$133,570	\$3,079.60	\$3,156.59	\$3,235.50	\$3,316.39	\$3,399.30
R72 00903 0028	CITY OF DAYTON	30.29		RIVERSIDE DR	0	\$280	\$91.75	\$94.04	\$96.39	\$98.80	\$101.27
R72 00812 0020	DAYTON CITY OF	0		LIBERTY ST	172.17	\$64,800	\$1,066.24	\$1,092.90	\$1,120.22	\$1,148.22	\$1,176.93
R72 00501 0047	DAYTON CITY OF	S		LUDLOW ST	654.53	\$245,590	\$4,046.95	\$4,148.12	\$4,251.82	\$4,358.12	\$4,467.07
R72 00209 0001	DAYTON CITY OF	130.5		SD COR SECOND +	130.5	\$46,200	\$783.04	\$802.62	\$822.68	\$843.25	\$864.33
R72 00209 0003	DAYTON CITY OF	106 E		SECOND ST	55.5	\$47,600	\$573.92	\$588.26	\$602.97	\$618.05	\$633.50
R72 00209 0008	DAYTON CITY OF	112 E		SECOND ST	25	\$51,100	\$514.13	\$526.98	\$540.16	\$553.66	\$567.50
R72 00209 0009	DAYTON CITY OF	126 E		SECOND ST	129	\$273,000	\$2,733.26	\$2,801.60	\$2,871.64	\$2,943.43	\$3,017.01
R72 00209 0012	DAYTON CITY OF	134 E		SECOND ST	40	\$82,610	\$829.93	\$850.68	\$871.95	\$893.75	\$916.09
R72 00209 0013	DAYTON CITY OF	140 E		SECOND ST	54	\$53,900	\$623.79	\$639.38	\$655.37	\$671.75	\$688.55
R72 00209 0015	DAYTON CITY OF	0		SW COR SECOND + ST	143	\$44,800	\$807.84	\$828.04	\$848.74	\$869.96	\$891.71
R72 00209 0017	DAYTON CITY OF	33		ST CLAIR	31.5	\$32,900	\$376.44	\$385.86	\$395.50	\$405.39	\$415.52
R72 00209 0018	DAYTON CITY OF	29 N		ST CLAIR	31.5	\$32,200	\$370.41	\$379.67	\$389.16	\$398.89	\$408.87
R72 00209 0019	DAYTON CITY OF	125		ST CLAIR ST	125	\$35,700	\$676.33	\$693.24	\$710.57	\$728.33	\$746.54
R72 00210 0006	DAYTON CITY OF	215 E		3RD ST	849.21	\$179,500	\$4,051.52	\$4,152.80	\$4,256.62	\$4,363.04	\$4,472.12
R72 00204 0005	DAYTON CITY OF (10 WEST SECOND BUILDING)	10 W		SECOND	643.16	\$950,710	\$10,090.39	\$10,342.65	\$10,601.22	\$10,866.25	\$11,137.91
R72 00104 0043	RN&T OF OHIO, LLC	341 W		SECOND ST	82.01	\$29,970	\$500.16	\$512.66	\$525.48	\$538.62	\$552.08
R72 00104 0044	RN&T OF OHIO, LLC	345 W		SECOND ST	79	\$29,170	\$484.39	\$496.50	\$508.91	\$521.63	\$534.67
R72 00104 0045	RN&T OF OHIO, LLC	329 W		SECOND ST	39.5	\$14,720	\$243.36	\$249.44	\$255.68	\$262.07	\$268.62
R72 00104 0046	RN&T OF OHIO, LLC	327 W		SECOND ST	39.5	\$14,720	\$243.36	\$249.44	\$255.68	\$262.07	\$268.62
R72 00206 0023	RN&T OF OHIO, LLC	135 E		SECOND ST	148.7	\$52,310	\$889.38	\$911.61	\$934.40	\$957.76	\$981.71
R72 00408 0002	RN&T OF OHIO, LLC	208 W		THIRD ST	142	\$28,760	\$666.66	\$683.32	\$700.40	\$717.91	\$735.86
R72 00408 0003	RN&T OF OHIO, LLC	0		CORNER THIRD & WILK	138.5	\$27,030	\$641.42	\$657.46	\$673.90	\$690.74	\$708.01
R72 00408 0004	RN&T OF OHIO, LLC	11 S		WILKINSON ST	99	\$33,620	\$581.72	\$596.27	\$611.17	\$626.45	\$642.11
R72 00408 0005	RN&T OF OHIO, LLC	S		WILKINSON ST	66	\$22,400	\$387.70	\$397.39	\$407.33	\$417.51	\$427.95
R72 00104 0021	N & H REAL ESTATE HOLDINGS LLC	324 W		FIRST ST	317	\$36,660	\$1,250.86	\$1,282.13	\$1,314.18	\$1,347.04	\$1,380.71
R72 00408 0006	RN & T OF OHIO LLC	19		WILKINSON	95	\$55,795	\$571.90	\$586.19	\$600.85	\$615.87	\$631.25
R72 00408 0009	RN & T OF OHIO LLC	25 S		WILKINSON	70	\$24,580	\$418.29	\$428.74	\$439.46	\$450.45	\$461.71
R72 00408 0021	RN & T OF OHIO LLC	29		WILKINSON	82.5	\$27,980	\$484.45	\$496.56	\$508.98	\$521.70	\$534.75
R72 00504 0016	H & N INVESTMENTS LLC	25 W		FIFTH ST	49.5	\$20,110	\$319.30	\$327.28	\$335.47	\$343.85	\$352.45
R72 00504 0017	H & N INVESTMENTS LLC	25 W		FIFTH ST REAR	49.5	\$16,780	\$290.60	\$297.87	\$305.32	\$312.95	\$320.77
R72 00701 0016	CHYLAW 205 FIRST LLC	201 E		FIRST ST	231.1	\$75,010	\$1,328.03	\$1,361.23	\$1,395.26	\$1,430.14	\$1,465.90
R72 00903 0026	JW DAYTON LAND LLC	0		RIVERSIDE DR	217.85	\$1,752,900	\$15,749.62	\$16,143.36	\$16,546.94	\$16,960.61	\$17,384.63

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00311 0011	KC DAYTON PARTNERS LCC	243		ST CLAIR ST	380.3	\$620,010	\$6,465.06	\$6,626.69	\$6,792.36	\$6,962.17	\$7,136.22
R72 50815 0002	OAKWOOD INVESTMENT GROUP LLC	301 W		W FIRST STREET	205.25	\$122,500	\$1,661.08	\$1,702.61	\$1,745.17	\$1,788.80	\$1,833.52
R72 00103 0022	BOARD OF COUNTY COMMISSIONERS OF MCO		W	SECOND ST	942.83	\$123,860	\$1,783.22	\$1,827.80	\$1,873.50	\$1,920.33	\$1,968.34
R72 00103 0061	BOARD OF COUNTY COMMISSIONERS OF MCO	425 W		SECOND ST	270.53	\$14,180	\$160.40	\$164.41	\$168.52	\$172.73	\$177.05
R72 00104 0041	BOARD OF COUNTY COMMISSIONERS	345 W		SECOND ST	200	\$173,760	\$3,633.79	\$3,724.63	\$3,817.75	\$3,913.19	\$4,011.02
R72 00104 0047	BD OF CO COMM		W	2ND	265.22	\$20,140	\$230.30	\$236.06	\$241.96	\$248.01	\$254.21
R72 00104 0058	BD OF COUNTY COMMISSIONERS MONTGOMERY			GIBBS LANE	63.83	\$3,550	\$39.58	\$40.57	\$41.58	\$42.62	\$43.69
R72 00107 0003	BD OF CO COMM	303 W		2ND	783.56	\$166,600	\$2,002.32	\$2,052.38	\$2,103.69	\$2,156.28	\$2,210.19
R72 00108 0002	BD OF CO COMM	41 N		PERRY	1127.95	\$13,411,740	\$41,348.22	\$42,381.93	\$43,441.47	\$44,527.51	\$45,640.70
R72 00108 0008	BOARD OF COUNTY COMMISSIONERS	361 W		THIRD	715.35	\$28,117,460	\$76,846.95	\$78,768.12	\$80,737.33	\$82,755.76	\$84,824.65
R72 00110 0001	BD OF CO COMM	451 W		THIRD ST	2116.09	\$9,559,590	\$48,480.28	\$49,692.29	\$50,934.59	\$52,207.96	\$53,513.16
R72 00204 0009	BD OF CO COMM, CITY OF DAYTON (COURTHOUSE SQUARE)	25 N		MAIN ST	82.5	\$123,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 00204 0011	BD OF CO COMM (COURTHOUSE)			THIRD AND MAIN ST	1051.6	\$825,890	\$4,804.77	\$4,924.89	\$5,048.01	\$5,174.21	\$5,303.57
R72 00311 0021	BD OF CO COMM (MEMORIAL HALL)			FIRST AND ST CLAIR	412.5	\$476,970	\$13,981.45	\$14,330.99	\$14,689.26	\$15,056.49	\$15,432.90
R72 00504 0001	BD OF CO COMM (REIBOLD BLDG)	117 S		MAIN ST	542.00	\$2,301,960	\$59,796.44	\$61,291.35	\$62,823.63	\$64,394.23	\$66,004.08
R72 00504 0002	BD OF CITY COMMISSIONERS (THIRD NAT'L)	16 W		FOURTH ST	52.00	\$30,310	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 00504 0020	BOARD OF COUNTY COMMISSIONERS	131 S		MAIN ST	297	\$1,716,880	\$3,117.97	\$3,195.92	\$3,275.82	\$3,357.71	\$3,441.66
R72 00504 0021	BOARD OF COUNTY COMMISSIONERS	137 S		MAIN	49.5	\$69,930	\$3,117.97	\$3,195.92	\$3,275.82	\$3,357.71	\$3,441.66
R72 00504 0022	BOARD OF COUNTY COMMISSIONERS	139 S		MAIN ST	247.5	\$69,930	\$3,117.97	\$3,195.92	\$3,275.82	\$3,357.71	\$3,441.66
R72 01507 0015	BERG REAL ESTATE HOLDINGS LLC	322 S		JEFFERSON ST	76.32	\$23,550	\$428.05	\$438.75	\$449.72	\$460.96	\$472.49
R72 01507 0016	BERG REAL ESTATE HOLDINGS LLC	260 S		JEFFERSON ST	267.86	\$17,150	\$937.79	\$961.23	\$985.26	\$1,009.89	\$1,035.14
R72 00206 0026	CARESOURCE MGMT GROUP CO		E	SECOND ST	97.18	\$68,250	\$874.81	\$896.68	\$919.10	\$942.07	\$965.63
R72 00206 0046	CARESOURCE REAL ESTAT HOLDINGS LLC	122 N		JEFFERSON	1,190.53	\$7,389,330	\$67,195.07	\$68,874.94	\$70,596.82	\$72,361.74	\$74,170.80
R72 00310 0044	CARESOURCE REAL ESTAT HOLDINGS LLC	230 N		MAIN STREET	718	\$5,993,760	\$53,773.94	\$55,118.29	\$56,496.24	\$57,908.65	\$59,356.38
R72 00204 3001	GECMC 2006-C1 NORTH LUDLOW STREET LLC	40 W		SECOND ST	0	\$318,520	\$2,745.12	\$2,813.75	\$2,884.09	\$2,956.19	\$3,030.10
R72 00204 0001	GECMC 2006-C1 NORTH LUDLOW STREET LLC	40 W		SECOND ST	773.18	\$2,024,930	\$19,731.87	\$20,225.16	\$20,730.79	\$21,249.06	\$21,780.29
R72 00202 0006	FRIEDMAN BARRY A AND JOANN TIMBANARD TRS	125 N		MAIN	296.53	\$169,750	\$2,337.50	\$2,395.94	\$2,455.84	\$2,517.24	\$2,580.17
R72 51318 0010	WITHERELL WAYNE D	215		ICE AVENUE #301	4.63	\$49,650	\$441.56	\$452.60	\$463.91	\$475.51	\$487.40
R72 01507 0005	WINBLAD CAROLYN J DR		S	JEFFERSON ST	136.69	\$5,280	\$448.64	\$459.85	\$471.35	\$483.13	\$495.21
R72 01507 0052	MYERS WILLIAM S AND JONI J	354 S		PATTERSON BL	143.3	\$27,680	\$661.18	\$677.71	\$694.65	\$712.02	\$729.82
R72 00208 0001	MONTGOMERY COUNTY LAND REUTILIZATION CORP	32 N		MAIN ST	396	\$135,720	\$2,337.58	\$2,396.02	\$2,455.92	\$2,517.32	\$2,580.25
R72 00506 0006	MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION	22 W		FIFTH ST	99	\$20,390	\$467.70	\$479.40	\$491.38	\$503.66	\$516.26
R72 00506 0011	MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION	219 S		MAIN	85.25	\$36,270	\$564.01	\$578.11	\$592.56	\$607.38	\$622.56
R72 00506 0007	MONTGOMERY COUNTY LAND REUTILIZATION CORP	20 W		FIFTH ST	18.64	\$18,140	\$211.31	\$216.59	\$222.56	\$228.25	\$233.25
R72 00207 0101	CANAL BLOCK LITEHOUSE			CANAL BOAT CT	186.5	\$9,540	\$632.25	\$648.06	\$664.26	\$680.87	\$697.89
R72 00207 0068	CANAL BLOCK LITEHOUSE HOMEOWNERS' ASSOC INC		N	PATTERSON BLVD	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 00207 0091	SIMMS PATTERSON PLACE LTD				0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 00701 0045	PATTERSON SQ LIMITED				0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 50815 0004	RIVERPLACE ASSOCIATES	301 W		FIRST ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 50815 0005	RIVERPLACE ASSOCIATES	301 W		FIRST ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51203 0003	RIVER POINT INVESTMENTS ETAL	20 W		MONUMENT AVE	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51221 0003	MONUMENT PARTNERS	300 W		MONUMENT AVE	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51318 0018	ICE AVENUE LOFTS CONDOMINIUM ASSOC	215		ICE AVE	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51336 0005	COMMON AREA CLAY STREET CONDO ASSOC	8		CLAY ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51426 0048	FIRST PLACE CONDOMINIUM LLC	334 W		FIRST ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51454 0005	FIRST PLACE CONDOMINIUM LLC	369 W		FIRST ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51461 0018	COMMON AREA SIXTH STREET LOFTS	207 E		SIXTH ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 51467 0005	DAYTON ARCADE PARTNERS LLC	28 W		FOURTH ST	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 01507 0048	RULKA CHRISTOPHER AND ELIZABETH ROCK	360		PATTERSON BLVD	47.7	\$79,000	\$821.53	\$842.07	\$863.12	\$884.70	\$906.81
R72 00204 0017	DAYTON CITY OF (ARKHAM VENTURES INC)	37		THIRD	508	\$584,330	\$6,534.18	\$6,697.53	\$6,864.97	\$7,036.60	\$7,212.51
R72 00602 0052	MILLS BARNETT PAVILION INC	2 S		PATTERSON	420.75	\$352,820	\$4,281.62	\$4,388.66	\$4,498.38	\$4,610.84	\$4,726.11
R72 00602 0078	MILLS BARNETT PAVILION INC	5		PATTERSON BLVD	154.75	\$14,680	\$582.91	\$597.48	\$612.42	\$627.73	\$643.43
R72 00208 0026	OLYMBEC USA LLC	6 N		MAIN ST	475.73	\$385,000	\$4,721.11	\$4,839.14	\$4,960.11	\$5,084.12	\$5,211.22
R72 00308 0017	OLYMBEC USA LLC	125 W		FIRST ST	474.4	\$43,010	\$1,769.79	\$1,814.04	\$1,859.39	\$1,905.87	\$1,953.52
R72 00308 0018	OLYMBEC USA LLC	103 W		FIRST ST	260.95	\$306,980	\$3,415.27	\$3,500.65	\$3,588.17	\$3,677.87	\$3,769.82
R72 00308 0024	OLYMBEC USA LLC		W	FIRST ST	83.12	\$122,500	\$1,300.89	\$1,333.41	\$1,366.75	\$1,400.92	\$1,435.94
R72 00303 0085	ARTEMIS CENTER FOR ALTERNATIVES TO DOM VIOLENCE	310 W		MONUMENT AVENUE	224	\$274,180	\$3,023.61	\$3,099.20	\$3,176.68	\$3,256.10	\$3,337.50
R72 51405 0002	BRAFFORD PERRY J	41 E		FIRST ST	36.38	\$61,680	\$638.87	\$654.85	\$671.22	\$688.00	\$705.20
R72 00207 0005	JH PARKING LLC	210 E		FIRST ST	35	\$14,920	\$231.81	\$237.60	\$243.54	\$249.63	\$255.87
R72 00207 0058	JH PARKING LLC	208 E		FIRST ST	47.5	\$20,130	\$313.58	\$321.42	\$329.45	\$337.69	\$346.13
R72 00309 0009	JH PARKING LLC	0		LUDLOW	40	\$19,870	\$289.22	\$296.45	\$303.86	\$311.45	\$319.24
R72 00309 0011	JH PARKING LLC	0		LUDLOW	137.5	\$19,140	\$570.48	\$584.74	\$599.36	\$614.34	\$629.70
R72 00303 0030	AL MADINA PROPERTY MGMT LLC	225 W		FIRST ST	116	\$48,730	\$762.08	\$781.14	\$800.66	\$820.68	\$841.20
R72 51405 0004	RISNER RHONDA D	211		JEFFERSON ST	36.38	\$51,990	\$555.36	\$569.25	\$583.48	\$598.06	\$613.02
R72 00708 0028	CANAL II LLC	28 N		PATTERSON	461.58	\$33,440	\$1,649.51	\$1,690.74	\$1,733.01	\$1,776.34	\$1,820.75
R72 00708 0047	CANAL II LLC	16 N		PATTERSON	114.88	\$4,420	\$376.90	\$386.32	\$395.98	\$405.88	\$416.03
R72 00708 0032	CANAL V LLC	327 E		THIRD ST	175	\$26,590	\$745.28	\$763.91	\$783.01	\$802.58	\$822.65
R72 00705 0004	DECA PREP INC			CANAL ST	80	\$5,390	\$282.39	\$289.45	\$296.69	\$304.11	\$311.71
R72 00705 0005	DECA PREP INC			CANAL ST	96.5	\$6,200	\$338.03	\$346.49	\$355.15	\$364.03	\$373.13

Parcel ID	Owner Name	PropertyAddress - PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00705 0026	DECA PREP INC	110 N	PATTERSON	518	\$460,900	\$5,499.91	\$5,637.40	\$5,778.34	\$5,922.80	\$6,070.87
R72 01608 0019	MOBLEY MICHAEL S TR	334 S	MAIN ST	78.5	\$60,960	\$756.89	\$775.81	\$795.21	\$815.09	\$835.47
R72 00304 0025	DAYTON PEACE MUSEUM	208 W	MONUMENT AV	322.85	\$90,030	\$1,728.07	\$1,771.27	\$1,815.56	\$1,860.94	\$1,907.47
R72 50815 0001	BROWN, M.D. & ASSOCIATES LLC	301 W	FIRST STREET	205.25	\$202,480	\$2,350.38	\$2,409.14	\$2,469.36	\$2,531.10	\$2,594.38
R72 00206 0030	BRANER CATHY TR	0	JEFFERSON ST	14	\$390	\$44.65	\$45.77	\$46.91	\$48.08	\$49.29
R72 01602 0004	JOHN R DIXON JR FAMILY LTD	88	EAKER ST	69	\$30,150	\$463.34	\$474.92	\$486.80	\$498.97	\$511.44
R72 01602 0005	DIXON JOHN R JR FAMILY LIMITED PARTNERSHIP	82	EAKER ST	69	\$21,940	\$392.58	\$402.40	\$412.46	\$422.77	\$433.34
R72 01602 0001	DIXON VICTORIA L TR	300 S	PERRY ST	308.7	\$49,800	\$1,339.62	\$1,373.11	\$1,407.44	\$1,442.63	\$1,478.69
R72 01602 0003	DIXON JOHN R JR FAMILY LIMITED	90	EAKER ST	69	\$32,540	\$483.94	\$496.04	\$508.44	\$521.15	\$534.18
R72 00309 0018	MILES, STEPHEN D.	18 W	MONUMENT	37.5	\$48,930	\$582.29	\$595.60	\$609.24	\$623.22	\$637.55
R72 00203 0018	MULLIGAN PROPERTIES LLC	32 N	WILKINSON ST	98.3	\$75,820	\$943.35	\$966.94	\$991.11	\$1,015.89	\$1,041.29
R72 00705 0002	LUCAS TAVERN ENTERPRISES INC.	134 N	PATTERSON BLVD	78.5	\$27,110	\$465.16	\$476.79	\$488.71	\$500.93	\$513.45
R72 00209 0038	HBL REAL ESTATE HOLDINGS LLC	107 E	THIRD ST	33.5	\$33,040	\$383.55	\$393.14	\$402.97	\$413.04	\$423.37
R72 00209 0041	EAST THIRD HOLDINGS LLC	105 E	THIRD	17.2	\$19,410	\$218.01	\$223.46	\$229.05	\$234.77	\$240.64
R72 00209 0042	EAST THIRD HOLDINGS LLC	E	THIRD+JEFFERSON	148.83	\$18,080	\$594.75	\$609.62	\$624.86	\$640.49	\$656.50
R72 00308 0001	MONUMENT DAYTON LLC	136	MONUMENT	135.18	\$57,870	\$897.42	\$919.86	\$942.85	\$966.43	\$990.59
R72 00507 0060	HAN MAN PYO & HAING DUK	32 S	MAIN	14	\$37,580	\$365.17	\$374.30	\$383.65	\$393.25	\$403.08
R72 00507 0061	HAN MAN PYO & HAING DUK	32 S	MAIN	15	\$13,800	\$163.17	\$167.25	\$171.43	\$175.72	\$180.11
R72 01609 0047	SANFORD CODY L & MOLLY	461 S	PATTERSON BLVD	40.23	\$20,120	\$292.05	\$299.35	\$306.83	\$314.50	\$322.37
R72 01602 0008	LZ HOLDINGS LLC	54	EAKER ST	54	\$1,420	\$171.50	\$175.78	\$180.18	\$184.68	\$189.30
R72 01602 0009	LZ HOLDINGS LLC	66	EAKER ST	69	\$2,050	\$221.16	\$226.69	\$232.36	\$238.17	\$244.12
R72 01602 0010	LZ HOLDINGS LLC	66	EAKER ST	69	\$21,480	\$388.62	\$398.34	\$408.29	\$418.50	\$428.96
R72 01602 0011	LZ HOLDINGS LLC	62	EAKER ST	69	\$11,180	\$299.85	\$307.35	\$315.03	\$322.91	\$330.98
R72 00512 0018	CAR TUNE USA INC	215	PATTERSON	322.02	\$32,770	\$1,232.14	\$1,262.94	\$1,294.51	\$1,326.88	\$1,360.05
R72 00309 0024	DURDEN ARRON G. AND CO LPA	10 W	MONUMENT	16.25	\$26,120	\$273.04	\$279.86	\$286.86	\$294.03	\$301.38
R72 00512 0024	ARMORY LLC	201 E	SIXTH ST	269.17	\$80,000	\$1,483.31	\$1,520.40	\$1,558.41	\$1,597.37	\$1,637.30
R72 00107 0001	OHIO BELL TELEPHONE CO.	300 W	FIRST ST	441.58	\$388,200	\$4,647.97	\$4,764.17	\$4,883.27	\$5,005.36	\$5,130.49
R72 00107 0014	AT & T COMMUNICATIONS OF OHIO INC.	205 W	SECOND ST	714	\$640,290	\$7,624.00	\$7,814.60	\$8,009.97	\$8,210.22	\$8,415.48
R72 00311 0018	ANTIOCH TEMPLE BUILDING CO	107 E	FIRST ST	594	\$263,440	\$4,022.27	\$4,122.82	\$4,225.89	\$4,331.54	\$4,439.83
R72 00310 0039	BILTMORE APARTMENTS LTD	210 N	MAIN	573.98	\$658,300	\$7,366.27	\$7,550.43	\$7,739.19	\$7,932.67	\$8,130.98
R72 00502 0008	STOP-N-SAVE FOODS INC	36 W	THIRD ST	34.8	\$64,220	\$656.10	\$672.51	\$689.32	\$706.55	\$724.22
R72 00504 0008	WINDSOR TOWER LLC	40 W	FOURTH ST	485	\$555,320	\$6,216.33	\$6,371.74	\$6,531.03	\$6,694.30	\$6,861.66
R72 00508 0001	100 EAST THIRD STREET LLC	100 E	THIRD ST	160.78	\$134,750	\$1,635.50	\$1,676.39	\$1,718.30	\$1,761.26	\$1,805.29
R72 00508 0041	18 S JEFFERSON LLC	18 S	JEFFERSON	31.82	\$50,750	\$531.23	\$544.51	\$558.12	\$572.07	\$586.37
R72 00508 0042	132 E THIRD LLC	132 E	THIRD ST	18.17	\$15,090	\$183.64	\$188.23	\$192.94	\$197.76	\$202.70
R72 00508 0046	JOURNAL HERALD BUILDING LLC	E	FOURTH ST	116.21	\$2,250	\$362.12	\$371.17	\$380.45	\$389.97	\$399.71
R72 00508 0048	JOURNAL HERALD BUILDING LLC	111 E	FOURTH ST	0	\$56,710	\$488.75	\$500.97	\$513.49	\$526.33	\$539.49
R72 00508 0038	48 S JEFFERSON LLC	48 S	JEFFERSON ST	30	\$11,420	\$186.90	\$191.57	\$196.36	\$201.27	\$206.30
R72 00508 0039	48 S JEFFERSON LLC	48 S	JEFFERSON ST	148.5	\$181,080	\$1,998.57	\$2,048.54	\$2,099.75	\$2,152.25	\$2,206.05
R72 00505 0013	GRAPHIC ARTS BUILDING LLC	221 S	LUDLOW	199.2	\$12,490	\$695.13	\$712.51	\$730.32	\$748.58	\$767.29
R72 00505 0023	GRAPHIC ARTS BUILDING LLC	111	COURT ST	118	\$4,440	\$386.28	\$395.93	\$405.83	\$415.98	\$426.38
R72 00209 0046	115 E THIRD LLC	129 E	THIRD ST	20.16	\$262,440	\$2,321.26	\$2,379.29	\$2,438.77	\$2,499.74	\$2,562.24
R72 00508 0002	124 EAST 3RD LLC	108 E	THIRD ST	247	\$154,150	\$2,056.98	\$2,108.41	\$2,161.12	\$2,215.14	\$2,270.52
R72 00508 0009	124 EAST 3RD LLC	126 E	THIRD ST	111.82	\$38,350	\$660.30	\$676.81	\$693.73	\$711.07	\$728.85
R72 00508 0029	PRICE LOT LLC	E	FOURTH ST	84	\$51,050	\$687.70	\$704.90	\$722.52	\$740.58	\$759.10
R72 00606 0063	WINDSOR WAREHOUSE LLC	0	GATES	0	\$21,470	\$185.04	\$189.66	\$194.40	\$199.26	\$204.25
R72 00606 0064	WINDSOR WAREHOUSE LLC	131	WAYNE	181.5	\$121,010	\$1,578.19	\$1,617.65	\$1,658.09	\$1,699.54	\$1,742.03
R72 00510 0001	HATS OFF INVESTMENT GROUP LLC	101	ST CLAIR ST	397.59	\$80,100	\$1,862.92	\$1,909.49	\$1,957.23	\$2,006.16	\$2,056.31
R72 00510 0009	DELLS DEVELOPMENT	118	4TH	264	\$43,920	\$415.12	\$426.91	\$439.04	\$451.51	\$464.38
R72 00303 0084	ROLIN INVESTMENT #5 LLC	405 W	FIRST ST	243.17	\$101,180	\$1,589.17	\$1,628.90	\$1,669.62	\$1,711.36	\$1,754.15
R72 01606 0033	GIANT DAYTON LLC	439	MAIN	513	\$118,010	\$2,530.01	\$2,593.26	\$2,658.09	\$2,724.54	\$2,792.66
R72 01606 0001	GIANT OHIO LLC	401 S	MAIN ST	145.5	\$4,700	\$469.62	\$481.36	\$493.39	\$505.73	\$518.37
R72 01606 0002	GIANT OHIO LLC	405 S	MAIN ST	35.34	\$7,290	\$167.05	\$171.23	\$175.51	\$179.90	\$184.40
R72 01606 0004	GIANT OHIO LLC	409 S	MAIN ST	32.8	\$6,570	\$153.36	\$157.19	\$161.12	\$165.15	\$169.28
R72 01606 0005	GIANT OHIO LLC	421 S	MAIN ST	66	\$8,230	\$265.58	\$272.22	\$279.02	\$286.00	\$293.15
R72 01606 0006	GIANT OHIO LLC	14	FRANKLIN ST	175	\$10,580	\$607.30	\$622.48	\$638.04	\$653.99	\$670.34
R72 00307 0024	RIVERVIEW INVESTMENTS LLC	5 W	Monument Avenue	45.87	\$134,750	\$1,296.61	\$1,329.02	\$1,362.25	\$1,396.30	\$1,431.21
R72 01606 0018	SMALLWOOD, MARTIN K.	40	FRANKLIN ST	40	\$3,780	\$150.55	\$154.31	\$158.17	\$162.12	\$166.18
R72 01606 0019	SMALLWOOD, MARTIN K.	0 S	LUDLOW SE COR	216.6	\$65,460	\$1,202.96	\$1,233.04	\$1,263.86	\$1,295.46	\$1,327.85
R72 00705 0001	308 EAST FIRST STREET LLC	308 E	FIRST ST	162.5	\$35,340	\$783.82	\$803.42	\$823.50	\$844.09	\$865.19
R72 01704 0066	KAST PROPERTIES LLC	304	WASHINGTON ST	80	\$1,720	\$250.76	\$257.03	\$263.46	\$270.04	\$276.79
R72 01704 0067	KAST PROPERTIES LLC	300	WASHINGTON ST	202.8	\$8,350	\$670.07	\$686.82	\$703.99	\$721.59	\$739.63
R72 01601 0007	CAPERNA FAMILY LTD	37	EAKER ST	765	\$279,660	\$4,666.38	\$4,783.03	\$4,902.61	\$5,025.18	\$5,150.81
R72 01702 0039	CAPERNA FAMILY LIMITED	0	LONGWORTH	0	\$270	\$23.33	\$23.99	\$24.44	\$24.89	\$25.34
R72 01703 0001	CAPERNA FAMILY LTD	429	WASHINGTON ST	0	\$62,080	\$535.03	\$548.40	\$562.11	\$576.17	\$590.57
R72 01703 0051	CAPERNA FAMILY LTD	429	WASHINGTON ST	40	\$173,550	\$1,613.69	\$1,654.03	\$1,695.38	\$1,737.76	\$1,781.21
R72 01703 0064	CAPERNA INVESTMENTS	0	LONGWORTH	0.15	\$120	\$1.48	\$1.51	\$1.55	\$1.59	\$1.63
R72 01704 0006	KAST PROPERTIES LLC	38.5	WASHINGTON ST	38.5	\$4,990	\$156.55	\$160.46	\$164.48	\$168.59	\$172.80
R72 01704 0007	KAST PROPERTIES LLC	315	LONGWORTH ST	219.25	\$6,050	\$698.76	\$716.23	\$734.14	\$752.49	\$771.30

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R72 01704 0028	KAST PROPERTIES LLC	321		WASHINGTON ST	208.5	\$1,270	\$625.86	\$641.51	\$657.54	\$673.98	\$690.83
R72 01704 0029	KAST PROPERTIES LLC	323		WASHINGTON ST	36.5	\$1,040	\$116.61	\$119.53	\$122.51	\$125.58	\$128.72
R72 01704 0030	KAST PROPERTIES LLC	329		WASHINGTON ST	130	\$6,530	\$439.68	\$450.67	\$461.94	\$473.49	\$485.32
R72 01704 0032	KAST PROPERTIES LLC	331		WASHINGTON ST	254.88	\$13,630	\$869.17	\$890.90	\$913.17	\$936.00	\$959.40
R72 01704 0034	KAST PROPERTIES LLC			WASHINGTON ST + LON	272.9	\$32,940	\$1,088.73	\$1,115.95	\$1,143.85	\$1,172.45	\$1,201.76
R72 01704 0052	KAST PROPERTIES LLC			COR WASHINGTON + LO	229.55	\$19,020	\$840.92	\$861.94	\$883.49	\$905.58	\$928.22
R72 01704 0055	KAST PROPERTIES LLC	332		WASHINGTON	167.75	\$2,390	\$515.33	\$528.22	\$541.42	\$554.96	\$568.83
R72 01704 0057	KAST PROPERTIES LLC	330		WASHINGTON ST	73	\$1,390	\$227.27	\$232.96	\$238.78	\$244.75	\$250.87
R72 01704 0058	CAPERNA FAMILY LIMITED	326		WASHINGTON	45	\$980	\$141.16	\$144.69	\$148.31	\$152.02	\$155.82
R72 01704 0059	KAST PROPERTIES LLC	324		WASHINGTON ST	33.5	\$730	\$105.09	\$107.72	\$110.41	\$113.17	\$116.00
R72 01704 0060	KAST PROPERTIES LLC	320		WASHINGTON ST	80	\$1,720	\$250.76	\$257.03	\$263.46	\$270.04	\$276.79
R72 01704 0061	KAST PROPERTIES LLC	318		WASHINGTON ST	50	\$1,080	\$156.77	\$160.69	\$164.71	\$168.82	\$173.04
R72 01704 0062	KAST PROPERTIES LLC	314		WASHINGTON ST	50	\$1,080	\$156.77	\$160.69	\$164.71	\$168.82	\$173.04
R72 01704 0063	KAST PROPERTIES LLC	312		WASHINGTON ST	50	\$1,080	\$156.77	\$160.69	\$164.71	\$168.82	\$173.04
R72 01704 0064	KAST PROPERTIES LLC	306		WASHINGTON ST	90	\$26,590	\$494.59	\$506.96	\$519.63	\$532.62	\$545.94
R72 01704 0070	KAST PROPERTIES LLC			WASHINGTON ST	15	\$230	\$46.22	\$47.38	\$48.56	\$49.77	\$51.02
R72 01704 0117	KAST PROPERTIES LLC			WASHINGTON ST	16.5	\$0	\$48.66	\$49.88	\$51.13	\$52.40	\$53.71
R72 00507 0050	CENTRE CITY PARTNERS LLC	36 S		MAIN	334	\$575,200	\$5,942.33	\$6,090.88	\$6,243.16	\$6,399.23	\$6,559.22
R72 00507 0058	CENTRE CITY PARTNERS LLC			MAIN ST	19.5	\$11,060	\$152.83	\$156.65	\$160.57	\$164.58	\$168.69
R72 01602 0024	CHAMINADE-JULIENNE HIGH SCHOOL INC.	16		EAKER ST	96	\$2,720	\$306.57	\$314.23	\$322.09	\$330.14	\$338.39
R72 01602 0025	CHAMINADE-JULIENNE HIGH SCHOOL INC.	407		LUDLOW ST	150	\$9,710	\$526.07	\$539.22	\$552.70	\$566.52	\$580.68
R72 01602 0027	CHAMINADE-JULIENNE HIGH SCHOOL INC.	111		FRANKLIN ST	586.06	\$64,140	\$2,281.21	\$2,338.24	\$2,396.70	\$2,456.61	\$2,518.03
R72 01602 0060	CHAMINADE-JULIENNE HIGH SCHOOL INC.	401 S		LUDLOW ST	127.5	\$4,740	\$416.88	\$427.30	\$437.98	\$448.93	\$460.16
R72 01601 0005	CHAMINADE-JULIENNE HIGH SCHOOL INC.	77		EAKER ST	300	\$104,120	\$1,782.11	\$1,826.67	\$1,872.33	\$1,919.14	\$1,967.12
R72 01703 0013	CHAMINADE-JULIENNE HIGH SCHOOL INC.	0		PERRY LONGWORTH ETC	763.5	\$39,920	\$2,595.79	\$2,660.68	\$2,727.20	\$2,795.38	\$2,865.26
R72 01704 0009	CHAMINADE-JULIENNE HIGH SCHOOL INC.	0		FRANKLIN ST	697	\$76,400	\$2,714.06	\$2,781.91	\$2,851.46	\$2,922.75	\$2,995.81
R72 01704 0014	CHAMINADE-JULIENNE HIGH SCHOOL INC.	401		COR PERRY + FRANKLI	649	\$0	\$1,914.05	\$1,961.90	\$2,010.95	\$2,061.23	\$2,112.76
R72 01704 0023	CHAMINADE-JULIENNE HIGH SCHOOL INC.	301		WASHINGTON ST	109	\$1,160	\$331.46	\$339.75	\$348.24	\$356.95	\$365.87
R72 01704 0024	CHAMINADE-JULIENNE HIGH SCHOOL INC.	311		WASHINGTON ST	212.8	\$3,260	\$655.69	\$672.09	\$688.89	\$706.11	\$723.76
R72 01704 0105	CHAMINADE-JULIENNE HIGH SCHOOL INC.	0		WASHINGTON ST	5	\$0	\$14.75	\$15.11	\$15.49	\$15.88	\$16.28
R72 01704 0106	CHAMINADE-JULIENNE HIGH SCHOOL INC.	0		WASHINGTON ST	12	\$60	\$35.91	\$36.81	\$37.73	\$38.67	\$39.64
R72 01604 0055	CHAMINADE-JULIENNE HIGH SCHOOL INC.			WASHINGTON ST	1,543.99	\$110,030	\$5,501.87	\$5,639.41	\$5,780.40	\$5,924.91	\$6,073.03
R72 01602 0037	MARIANISTS OF OHIO INC	119		FRANKLIN	316.5	\$13,170	\$1,046.94	\$1,073.11	\$1,099.94	\$1,127.44	\$1,155.62
R72 01602 0040	MARIANISTS OF OHIO INC	127		FRANKLIN ST	55.5	\$6,370	\$218.58	\$224.05	\$229.65	\$235.39	\$241.27
R72 01602 0042	SCHNURR DENNIS M ARCH BISHOP	129		FRANKLIN ST	93	\$10,690	\$366.41	\$375.57	\$384.96	\$394.58	\$404.45
R72 01603 0001	MARIANISTS OF OHIO INC.	180		FRANKLIN ST	210	\$7,030	\$679.93	\$696.92	\$714.35	\$732.21	\$750.51
R72 01603 0003	MARIANISTS OF OHIO INC.	25		FRANKLIN ST	25	\$3,650	\$105.19	\$107.82	\$110.51	\$113.28	\$116.11
R72 01603 0004	MARIANISTS OF OHIO INC.	174		FRANKLIN ST	33	\$4,820	\$138.87	\$142.34	\$145.90	\$149.54	\$153.28
R72 01603 0005	MARIANISTS OF OHIO INC.	170		FRANKLIN ST	33	\$4,820	\$138.87	\$142.34	\$145.90	\$149.54	\$153.28
R72 01603 0006	MARIANISTS OF OHIO INC.	160		FRANKLIN ST	33	\$4,820	\$138.87	\$142.34	\$145.90	\$149.54	\$153.28
R72 01603 0011	MARIANISTS OF OHIO INC.	505 S		LUDLOW ST	880	\$2,403,600	\$23,310.42	\$23,893.18	\$24,490.51	\$25,102.77	\$25,730.35
R72 01603 0025	MARIANISTS OF OHIO INC.	119		WASHINGTON ST	39	\$7,360	\$178.45	\$182.91	\$187.49	\$192.17	\$196.98
R72 01603 0026	MARIANISTS OF OHIO INC.	123		WASHINGTON ST	21	\$4,180	\$97.96	\$100.41	\$102.92	\$105.49	\$108.13
R72 01603 0027	MARIANISTS OF OHIO INC.	125		WASHINGTON ST	18	\$3,620	\$84.28	\$86.39	\$88.55	\$90.77	\$93.03
R72 01603 0028	MARIANISTS OF OHIO INC.	129		WASHINGTON ST	39	\$6,140	\$167.94	\$172.14	\$176.44	\$180.85	\$185.37
R72 01603 0029	MARIANISTS OF OHIO INC.	133		WASHINGTON ST	39	\$6,140	\$167.94	\$172.14	\$176.44	\$180.85	\$185.37
R72 01603 0030	MARIANISTS OF OHIO INC.			WASHINGTON ST	40	\$7,860	\$185.71	\$190.35	\$195.11	\$199.99	\$204.99
R72 01603 0031	MARIANISTS OF OHIO INC.	141		WASHINGTON ST	40	\$7,860	\$185.71	\$190.35	\$195.11	\$199.99	\$204.99
R72 01603 0032	MARIANISTS OF OHIO INC.	147		WASHINGTON ST	40	\$6,300	\$172.27	\$176.57	\$180.99	\$185.51	\$190.15
R72 01603 0034	MARIANISTS OF OHIO INC.	151		WASHINGTON ST	40	\$7,860	\$185.71	\$190.35	\$195.11	\$199.99	\$204.99
R72 01603 0035	MARIANISTS OF OHIO INC.	203		WASHINGTON ST	40	\$7,860	\$185.71	\$190.35	\$195.11	\$199.99	\$204.99
R72 01603 0036	MARIANISTS OF OHIO INC.	207		WASHINGTON ST	37	\$7,310	\$172.12	\$176.42	\$180.84	\$185.36	\$189.99
R72 01603 0037	MARIANISTS OF OHIO INC.			WASHINGTON ST	40	\$6,300	\$172.27	\$176.57	\$180.99	\$185.51	\$190.15
R72 01603 0038	MARIANISTS OF OHIO INC.	213		WASHINGTON ST	40	\$6,300	\$172.27	\$176.57	\$180.99	\$185.51	\$190.15
R72 01603 0039	MARIANISTS OF OHIO INC.	217		WASHINGTON ST	40	\$6,300	\$172.27	\$176.57	\$180.99	\$185.51	\$190.15
R72 01603 0040	MARIANISTS OF OHIO INC.			WASHINGTON ST	182.13	\$8,570	\$611.00	\$626.28	\$641.94	\$657.98	\$674.43
R72 00501 0010	HC DAYTON LLC	11 S		LUDLOW ST	450.25	\$731,880	\$7,635.50	\$7,826.39	\$8,022.05	\$8,222.60	\$8,428.16
R72 00208 0034	CITYWIDE DEVELOPMENT CORP (HOME STATE)	8 N		MAIN	206.49	\$246,660	\$2,734.79	\$2,803.16	\$2,873.24	\$2,945.07	\$3,018.70
R72 00512 0036	OREGON PARKING LLC	E		6TH ST	0	\$11,100	\$95.66	\$98.06	\$100.51	\$103.02	\$105.59
R72 00202 0001	VAN CLEVE HOUSE INC	34 W		1ST	387.26	\$85,040	\$1,875.03	\$1,921.90	\$1,969.95	\$2,019.20	\$2,069.68
R72 01606 0021	COMMUNITY BLOOD CENTER	516 S		LUDLOW ST	95.33	\$3,570	\$311.92	\$319.72	\$327.71	\$335.90	\$344.30
R72 01606 0023	COMMUNITY BLOOD CENTER	518 S		LUDLOW ST	16.67	\$2,640	\$71.92	\$73.71	\$75.56	\$77.45	\$79.38
R72 01606 0025	COMMUNITY BLOOD CENTER	522 S		LUDLOW ST	37	\$4,590	\$148.68	\$152.40	\$156.21	\$160.11	\$164.11
R72 01606 0026	COMMUNITY BLOOD CENTER	526 S		LUDLOW ST	22.17	\$2,760	\$89.17	\$91.40	\$93.69	\$96.03	\$98.43
R72 01606 0027	COMMUNITY BLOOD CENTER	528 S		LUDLOW ST	17.85	\$2,250	\$72.04	\$73.84	\$75.68	\$77.57	\$79.51
R72 01606 0028	COMMUNITY BLOOD CENTER	530 S		LUDLOW +	100.75	\$4,350	\$334.63	\$342.99	\$351.57	\$360.35	\$369.36
R72 01606 0029	COMMUNITY BLOOD CENTER	0		LUDLOW ST	57	\$8,510	\$241.45	\$247.48	\$253.67	\$260.01	\$266.51
R72 01606 0030	COMMUNITY BLOOD CENTER	0		LUDLOW ST	66	\$9,140	\$273.42	\$280.26	\$287.26	\$294.44	\$301.81
R72 01606 0031	COMMUNITY BLOOD CENTER	0		LUDLOW ST	66	\$9,140	\$273.42	\$280.26	\$287.26	\$294.44	\$301.81

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 01606 0032	COMMUNITY BLOOD CENTER	0		LUDLOW ST	214.75	\$9,140	\$712.12	\$729.92	\$748.17	\$766.88	\$786.05
R72 01607 0028	COMMUNITY BLOOD CENTER	330		LUDLOW ST	276	\$144,120	\$2,056.07	\$2,107.47	\$2,160.16	\$2,214.16	\$2,269.51
R72 01607 0030	COMMUNITY BLOOD CENTER	0 S		LUDLOW ST	313	\$17,490	\$1,073.85	\$1,100.69	\$1,128.21	\$1,156.41	\$1,185.32
R72 01607 0005	COMMUNITY BLOOD CENTER	309 S		MAIN ST	153.44	\$24,740	\$665.75	\$682.39	\$699.45	\$716.94	\$734.86
R72 01607 0011	COMMUNITY BLOOD CENTER	329 S		MAIN ST	200	\$34,930	\$890.89	\$913.16	\$935.99	\$959.39	\$983.37
R72 01607 0014	COMMUNITY BLOOD CENTER	337 S		MAIN ST	92	\$15,780	\$407.33	\$417.51	\$427.95	\$438.65	\$449.61
R72 01607 0016	COMMUNITY BLOOD CENTER	343 S		MAIN ST	92.5	\$15,800	\$408.97	\$419.20	\$429.68	\$440.42	\$451.43
R72 01607 0017	COMMUNITY BLOOD CENTER	349 S		MAIN ST	172.5	\$814,930	\$7,532.10	\$7,720.41	\$7,913.42	\$8,111.25	\$8,314.04
R72 01607 0038	COMMUNITY BLOOD CENTER	318 S		LUDLOW ST	124.75	\$6,850	\$426.95	\$437.63	\$448.57	\$459.78	\$471.28
R72 01607 0048	COMMUNITY BLOOD CENTER	0 S		LUDLOW ST REAR	248.46	\$25,620	\$953.57	\$977.41	\$1,001.84	\$1,026.89	\$1,052.56
R72 01607 0052	COMMUNITY BLOOD CENTER	349 S		MAIN ST	36	\$6,270	\$160.21	\$164.21	\$168.32	\$172.53	\$176.84
R72 01607 0019	COMMUNITY BLOOD CENTER	355 S		MAIN ST	361.1	\$168,890	\$2,520.52	\$2,583.54	\$2,648.13	\$2,714.33	\$2,782.19
R72 01605 0029	3607 OHIO, LLC			LUDLOW ST	201	\$7,720	\$659.33	\$675.81	\$692.71	\$710.03	\$727.78
R72 01605 0030	3607 OHIO, LLC			LUDLOW ST	22.08	\$3,190	\$92.61	\$94.93	\$97.30	\$99.73	\$102.23
R72 01605 0031	3607 OHIO, LLC			LUDLOW ST	22.07	\$3,070	\$91.55	\$93.84	\$96.18	\$98.59	\$101.05
R72 01605 0032	3607 OHIO, LLC	727		LUDLOW ST	136	\$5,720	\$450.39	\$461.65	\$473.19	\$485.02	\$497.15
R72 01605 0037	3607 OHIO, LLC	725 S		LUDLOW ST	308	\$423,540	\$4,558.58	\$4,672.55	\$4,789.36	\$4,909.10	\$5,031.83
R72 01605 0044	3607 OHIO, LLC			ZEIGLER ST	44	\$4,220	\$166.14	\$170.29	\$174.55	\$178.91	\$183.38
R72 01605 0045	3607 OHIO, LLC			ZEIGLER ST	62.4	\$4,720	\$224.71	\$230.33	\$236.09	\$241.99	\$248.04
R72 01605 0046	3607 OHIO, LLC			ZEIGLER ST	48	\$9,720	\$225.33	\$230.97	\$236.74	\$242.66	\$248.73
R72 01605 0047	3607 OHIO, LLC	118		SCOTT ST	62.4	\$7,670	\$250.14	\$256.39	\$262.80	\$269.37	\$276.10
R72 01605 0048	3607 OHIO, LLC	126		ZEIGLER ST	70	\$5,440	\$253.33	\$259.66	\$266.16	\$272.81	\$279.63
R72 01605 0052	3607 OHIO, LLC			ZEIGLER + SCOTT ST	290.53	\$9,220	\$936.30	\$959.71	\$983.70	\$1,008.30	\$1,033.50
R72 01608 0014	CRANMER CHASE AND HANNAH	344 S		MAIN ST	235	\$25,880	\$916.11	\$939.02	\$962.49	\$986.55	\$1,011.22
R72 01609 0070	AMERCO REAL ESTATE COMPANY	366 S		MAIN S REAR	933.8	\$204,060	\$4,512.66	\$4,625.47	\$4,741.11	\$4,859.64	\$4,981.13
R72 00509 0025	INTEGRITY HOTELS GROUP LLC	33 E		FIFTH ST	852.3	\$1,119,330	\$12,160.42	\$12,464.43	\$12,776.04	\$13,095.45	\$13,422.83
R72 00506 0005	EDWARDS DUJUAN	W		28 W FIFTH ST	49.5	\$27,780	\$385.41	\$395.04	\$404.92	\$415.04	\$425.42
R72 00203 0015	DAYTON BICYCLE CLUB OF DAYTON OHIO	131 W		THIRD ST	99	\$67,570	\$874.32	\$896.17	\$918.58	\$941.54	\$965.08
R72 00508 0012	DCS OF DAYTON LLC	134 E		THIRD	19.67	\$13,330	\$172.89	\$177.22	\$181.65	\$186.19	\$190.84
R72 00508 0013	DCS OF DAYTON LLC	136 E		THIRD ST	19.58	\$12,760	\$167.72	\$171.91	\$176.21	\$180.61	\$185.13
R72 00501 0046	STEVE RAUCH INC	S		LUDLOW ST	234.46	\$14,300	\$814.72	\$835.09	\$855.97	\$877.36	\$899.30
R72 00501 0048	STEVE RAUCH INC	S		LUDLOW ST	160.85	\$51,260	\$916.16	\$939.07	\$962.54	\$986.61	\$1,011.27
R72 00410 0001	DAYTON CAMPUS HOLDINGS LLC	127 S		WILKINSON	262.09	\$72,080	\$1,394.18	\$1,429.03	\$1,464.76	\$1,501.38	\$1,538.91
R72 00410 9001	DAYTON CAMPUS HOLDINGS LLC	127 S		WILKINSON	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R72 00412 0017	DAYTON CAMPUS HOLDINGS LLC	212 W		FIFTH ST	104.03	\$177,760	\$1,838.81	\$1,884.78	\$1,931.90	\$1,980.20	\$2,029.70
R72 01507 0026	DAYTON FIREFIGHTERS FEDERAL CREDIT UNION	338 S		PATTERSON BLVD	198	\$132,310	\$1,724.24	\$1,767.35	\$1,811.53	\$1,856.82	\$1,903.24
R72 01507 0028	DAYTON FIREFIGHTERS FEDERAL CREDIT UNION	352 S		PATTERSON BLVD	99	\$8,570	\$365.83	\$374.98	\$384.35	\$393.96	\$403.81
R72 01507 0029	DAYTON FIREFIGHTERS FEDERAL CREDIT UNION	348		PATTERSON BL	49.5	\$4,110	\$181.41	\$185.94	\$190.59	\$195.36	\$200.24
R72 01507 0030	DAYTON FIREFIGHTERS FEDERAL CREDIT UNION	352		PATTERSON BL	56.5	\$4,570	\$206.02	\$211.17	\$216.45	\$221.86	\$227.41
R72 00507 0031	JEL ENTERPRISES LIMITED PARTNERSHIP	29 E		Fourth St.	357.54	\$53,510	\$1,515.64	\$1,553.53	\$1,592.37	\$1,632.18	\$1,672.98
R72 00312 0007	DAYTON LANDING LTD	366.51		LIBERTY ST	366.51	\$353,110	\$4,124.15	\$4,227.26	\$4,332.94	\$4,441.26	\$4,552.29
R72 00312 0008	DAYTON LANDING LTD			MONUMENT AVE	568.79	\$368,310	\$4,851.72	\$4,973.02	\$5,097.34	\$5,224.78	\$5,355.40
R72 00312 0009	LANDING II	0		LIBERTY ST	89.54	\$60,050	\$781.61	\$801.15	\$821.18	\$841.71	\$862.75
R72 00312 0010	LANDING II	0		LIBERTY ST	175.51	\$113,670	\$1,497.27	\$1,534.70	\$1,573.07	\$1,612.40	\$1,652.71
R72 00312 0014	LANDING II	0		LIBERTY ST	791.9	\$445,020	\$6,170.84	\$6,325.11	\$6,483.24	\$6,645.32	\$6,811.46
R72 51305 0001	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$81,730	\$799.17	\$819.15	\$839.62	\$860.62	\$882.13
R72 51305 0002	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$80,760	\$790.81	\$810.58	\$830.84	\$851.61	\$872.90
R72 51305 0003	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$68,120	\$681.87	\$698.92	\$716.39	\$734.30	\$752.66
R72 51305 0004	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$68,120	\$681.87	\$698.92	\$716.39	\$734.30	\$752.66
R72 51305 0005	DAYTON LANDING LTD.	115 W		MONUMENT	32.13	\$23,840	\$300.22	\$307.73	\$315.42	\$323.30	\$331.39
R72 51305 0006	DAYTON LANDING LTD.	115 W		MONUMENT	32.13	\$23,840	\$300.22	\$307.73	\$315.42	\$323.30	\$331.39
R72 51305 0007	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$24,370	\$304.82	\$312.44	\$320.25	\$328.26	\$336.46
R72 51305 0008	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$24,370	\$304.82	\$312.44	\$320.25	\$328.26	\$336.46
R72 51305 0009	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$24,370	\$304.82	\$312.44	\$320.25	\$328.26	\$336.46
R72 51305 0010	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$24,370	\$304.82	\$312.44	\$320.25	\$328.26	\$336.46
R72 51305 0011	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$24,370	\$304.82	\$312.44	\$320.25	\$328.26	\$336.46
R72 51305 0012	DAYTON LANDING LTD.	115 W		MONUMENT	32.14	\$24,370	\$304.82	\$312.44	\$320.25	\$328.26	\$336.46
R72 51305 0013	DAYTON LANDING LTD.	115 W		MONUMENT	32.13	\$8,310	\$166.38	\$170.54	\$174.80	\$179.17	\$183.65
R72 51305 0014	DAYTON LANDING LTD.	115 W		MONUMENT	32.13	\$8,590	\$168.79	\$173.01	\$177.34	\$181.77	\$186.31
R72 00312 0017	LANDING II LTD.	0		MONUMENT	75	\$11,760	\$322.54	\$330.61	\$338.87	\$347.35	\$356.03
R72 00903 0027	WATER STREET COMMERCIAL LLC			RIVERSIDE DR	181.41	\$2,029,070	\$18,022.28	\$18,472.84	\$18,934.66	\$19,408.02	\$19,893.23
R72 01507 0023	ORCHARD SPRINGS LLC	322 S		PATTERSON BLVD	83	\$9,600	\$327.52	\$335.71	\$344.10	\$352.71	\$361.52
R72 01507 0024	ORCHARD SPRINGS LLC	322 S		PATTERSON BLVD	115	\$192,410	\$1,997.42	\$2,047.36	\$2,098.54	\$2,151.00	\$2,204.78
R72 00502 0001	R.L.R. INVESTMENTS L.L.C	2 S		LUDLOW ST	305.06	\$745,990	\$7,328.90	\$7,512.13	\$7,699.93	\$7,892.43	\$8,089.74
R72 00502 0014	R.L.R. INVESTMENTS L.L.C	1 S		MAIN	245.34	\$114,520	\$1,710.54	\$1,753.30	\$1,797.14	\$1,842.06	\$1,888.12
R72 00502 0016	R.L.R. INVESTMENTS L.L.C			MAIN STREET	283.16	\$3,093,260	\$27,493.94	\$28,181.29	\$28,885.82	\$29,607.96	\$30,348.17
R72 00205 0013	RLR INVESTMENTS LLC	33 E		SECOND ST	438.25	\$215,790	\$3,152.26	\$3,231.06	\$3,311.84	\$3,394.64	\$3,479.50
R72 01702 0023	DAYTON POWER & LIGHT CO.			EAKER ST.	538.8	\$52,010	\$2,037.29	\$2,088.22	\$2,140.43	\$2,193.94	\$2,248.79
R72 00206 0028	DAYTON STENCIL WORKS COMPANY	123 E		SECOND ST	49.5	\$18,800	\$308.01	\$315.71	\$323.61	\$331.70	\$339.99

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00206 0034	DAYTON STENCIL WORKS COMPANY	111 E		SECOND	19.75	\$13,960	\$178.56	\$183.02	\$187.60	\$192.29	\$197.10
R72 00206 0041	DAYTON STENCIL WORKS COMPANY	113 E		SECOND ST	40.62	\$34,890	\$420.49	\$431.00	\$441.78	\$452.82	\$464.15
R72 50815 0006	DAYTON VITREO-RETINAL ASSN.	301 W		FIRST STREET	205.25	\$154,630	\$1,937.99	\$1,986.44	\$2,036.10	\$2,087.00	\$2,139.18
R72 00308 0012	THE WOMANS CLUB OF DAYTON FOUNDATION	229 N		LUDLOW	40	\$30,630	\$381.95	\$391.50	\$401.29	\$411.32	\$421.60
R72 00308 0013	THE WOMANS CLUB OF DAYTON FOUNDATION	225 N		LUDLOW	259.15	\$79,500	\$1,449.45	\$1,485.69	\$1,522.83	\$1,560.90	\$1,599.93
R72 00508 0020	ST VINCENT DEPAUL HOTEL INC	13 S		ST CLAIR ST	43.67	\$220,970	\$2,033.19	\$2,084.02	\$2,136.12	\$2,189.53	\$2,244.26
R72 00508 0044	ST VINCENT HOTEL INC			ST CLAIR ST	10	\$3,470	\$59.40	\$60.88	\$62.41	\$63.97	\$65.56
R72 00508 0045	ST VINCENT HOTEL INC			NEAR ST CLAIR ST	16	\$6,650	\$104.50	\$107.11	\$109.79	\$112.53	\$115.35
R72 01607 0007	THIS REAL ESTATE HOLDINGS LLC	317 S		MAIN ST	96.5	\$52,500	\$737.07	\$755.49	\$774.38	\$793.74	\$813.58
R72 00507 0027	KEY ADS INC	50 E		THIRD	155.55	\$96,010	\$1,286.20	\$1,318.36	\$1,351.32	\$1,385.10	\$1,419.73
R72 00507 0028	KEY ADS INC	13 S		JEFFERSON	56.5	\$26,510	\$395.10	\$404.98	\$415.11	\$425.48	\$436.12
R72 00507 0093	KEY ADS INC			MAIN ST	0.05	\$40	\$0.49	\$0.50	\$0.52	\$0.53	\$0.54
R72 51426 0001	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 101	4.27	\$31,250	\$281.92	\$288.96	\$296.19	\$303.59	\$311.18
R72 51426 0002	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 102	4.27	\$30,650	\$276.75	\$283.66	\$290.76	\$298.03	\$305.48
R72 51426 0003	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 103	4.27	\$32,900	\$296.14	\$303.54	\$311.13	\$318.91	\$326.88
R72 51426 0004	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 301	4.27	\$82,190	\$720.94	\$738.96	\$757.43	\$776.37	\$795.78
R72 51426 0005	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 403	4.27	\$84,810	\$743.52	\$762.10	\$781.16	\$800.69	\$820.70
R72 51426 0006	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 501	4.27	\$25,260	\$230.29	\$236.05	\$241.95	\$248.00	\$254.20
R72 51426 0007	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 502	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0008	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 503	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0009	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 504	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0010	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 505	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0011	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 506	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0012	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 601	4.27	\$24,950	\$227.62	\$233.31	\$239.14	\$245.12	\$251.25
R72 51426 0013	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 602	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0014	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 603	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0015	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 604	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0016	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 605	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0017	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 606	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0018	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 701	4.27	\$25,260	\$230.29	\$236.05	\$241.95	\$248.00	\$254.20
R72 51426 0019	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 702	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0020	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 703	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0021	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 704	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0022	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 705	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0023	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 706	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0024	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 801	4.27	\$25,260	\$230.29	\$236.05	\$241.95	\$248.00	\$254.20
R72 51426 0025	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 802	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0026	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 803	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0027	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 804	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0028	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 805	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0029	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 806	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0030	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 901	4.27	\$25,260	\$230.29	\$236.05	\$241.95	\$248.00	\$254.20
R72 51426 0031	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 902	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0032	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 903	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0033	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 904	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0034	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 905	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0035	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 906	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0036	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1001	4.27	\$25,260	\$230.29	\$236.05	\$241.95	\$248.00	\$254.20
R72 51426 0037	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1002	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0038	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1003	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0039	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1004	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0040	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1005	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0041	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1006	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0042	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1101	4.27	\$25,260	\$230.29	\$236.05	\$241.95	\$248.00	\$254.20
R72 51426 0043	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1102	4.27	\$26,040	\$237.02	\$242.94	\$249.01	\$255.24	\$261.62
R72 51426 0044	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1103	4.27	\$29,630	\$267.96	\$274.65	\$281.52	\$288.56	\$295.77
R72 51426 0045	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1104	4.27	\$23,150	\$212.11	\$217.41	\$222.85	\$228.42	\$234.13
R72 51426 0046	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1105	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 51426 0047	FIRST PLACE CONDOMINIUM LLC	330 W		FIRST ST, SUITE 1106	4.27	\$27,310	\$247.96	\$254.16	\$260.51	\$267.03	\$273.70
R72 00411 0046	ECONOMY LINEN TOWEL SERVICE INC	80		MEAD ST	451.7	\$132,620	\$2,475.14	\$2,537.01	\$2,600.44	\$2,665.45	\$2,732.09
R72 00411 0056	FKV REAL ESTATE LLC	26		MEAD ST	87.32	\$39,820	\$600.71	\$615.73	\$631.12	\$646.90	\$663.07
R72 00411 0058	FKV REAL ESTATE LLC	22		MEAD ST	275.5	\$49,360	\$1,237.92	\$1,268.86	\$1,300.59	\$1,333.10	\$1,366.43
R72 00411 0070	FKV REAL ESTATE LLC	26		MEAD ST	16.55	\$1,540	\$62.08	\$63.63	\$65.23	\$66.86	\$68.53
R72 51405 0001	THOMPSON GREG A	39 E		FIRST ST	36.38	\$5,560	\$155.21	\$159.09	\$163.07	\$167.15	\$171.32
R72 51405 0003	THOMPSON GREG A	209		JEFFERSON ST	36.39	\$28,340	\$351.57	\$360.36	\$369.37	\$378.60	\$388.06
R72 00206 0031	711 REALTY LTD	116 N		JEFFERSON	188	\$155,940	\$1,898.40	\$1,945.86	\$1,994.51	\$2,044.37	\$2,095.48
R72 00308 0026	711 REALTY LTD			FIRST & WILKINSON S	459	\$100,860	\$2,222.95	\$2,278.52	\$2,335.48	\$2,393.87	\$2,453.72
R72 00309 0001	711 REALTY LTD	236 N		LUDLOW	178.17	\$73,660	\$1,189.30	\$1,219.03	\$1,249.51	\$1,280.75	\$1,312.75
R72 00309 0007	711 REALTY LTD	232 N		LUDLOW	40.33	\$20,130	\$292.43	\$299.74	\$307.23	\$314.92	\$322.79

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00309 0013	711 REALTY LTD		28 W	MONUMENT	99	\$49,180	\$715.83	\$733.72	\$752.06	\$770.87	\$790.14
R72 00506 0024	FELDMAN ESTHER R TR ET AL	241 S		MAIN	286.6	\$42,870	\$1,214.72	\$1,245.09	\$1,276.22	\$1,308.12	\$1,340.82
R72 00506 0026	ALMARA GARDENS LLC	206		LUDLOW ST	62	\$41,100	\$537.07	\$550.49	\$564.26	\$578.36	\$592.82
R72 00705 0003	OREGONI PROPERTIES LLC	130 N		PATTERSON BLVD	81.5	\$35,250	\$544.16	\$557.76	\$571.71	\$586.00	\$600.65
R72 00202 0037	TWO EQUITY BUILDERS LLC	137 N		MAIN ST	174.2	\$262,500	\$2,776.08	\$2,845.48	\$2,916.62	\$2,989.53	\$3,064.27
R72 00505 0008	2ND STREET HOLDINGS LLC	110 W		FIFTH	152	\$23,140	\$647.71	\$663.91	\$680.50	\$697.52	\$714.95
R72 00505 0040	2ND STREET HOLDINGS LLC	116 W		FIFTH ST	50	\$22,030	\$337.32	\$345.76	\$354.40	\$363.26	\$372.34
R72 00508 0016	BARNES KAREN	140 E		THIRD	18.33	\$11,680	\$154.72	\$158.59	\$162.55	\$166.62	\$170.78
R72 00601 0008	JEZSIK JOSHUA J AND	0		KENTON ST	103.25	\$18,610	\$464.90	\$476.52	\$488.43	\$500.64	\$513.16
R72 00601 0010	SWANSON ALAN R AND	200 E		THIRD	148.5	\$13,390	\$553.36	\$567.20	\$581.38	\$595.91	\$610.81
R72 00601 0011	MORGAN AARON AND	200 E		THIRD	49.5	\$58,970	\$654.21	\$670.57	\$687.33	\$704.51	\$722.13
R72 00601 0013	JAMESON DILLON AND	200 E		THIRD	19.75	\$4,870	\$100.22	\$102.72	\$105.29	\$107.92	\$110.62
R72 00601 0014	ASHBURN COURTNEY N	222 E		THIRD ST	186.75	\$15,570	\$684.96	\$702.08	\$719.63	\$737.62	\$756.07
R72 00506 0002	ALLBRIGHT THOMAS E AND	32 W		FIFTH ST	148.5	\$107,290	\$1,362.63	\$1,396.69	\$1,431.61	\$1,467.40	\$1,504.08
R72 00506 0012	FOSTER RYAN ET AL 3	218 S		LUDLOW	109.5	\$13,440	\$438.77	\$449.74	\$460.98	\$472.51	\$484.32
R72 00508 0017	BRADY MICHAEL F AND	142 E		THIRD ST	18.33	\$12,250	\$159.63	\$163.63	\$167.72	\$171.91	\$176.21
R72 00508 0018	NOURSF DANIELA AND	144 E		THIRD	18.33	\$12,250	\$159.63	\$163.63	\$167.72	\$171.91	\$176.21
R72 00508 0019	BETTMAN MICHAEL H AND	146 S		3RD	120.2	\$13,110	\$467.48	\$479.17	\$491.15	\$503.43	\$516.02
R72 01606 0012	TANNER MICHAEL R AND	24		FRANKLIN ST	190.46	\$6,170	\$614.89	\$630.26	\$646.02	\$662.17	\$678.72
R72 01606 0013	DAYTON CITY OF	28		FRANKLIN ST	44.34	\$4,160	\$166.62	\$170.79	\$175.06	\$179.43	\$183.92
R72 01606 0014	EDWARDS SPENCER W.	30		FRANKLIN ST	41.66	\$3,930	\$156.74	\$160.65	\$164.67	\$168.79	\$173.01
R72 01606 0016	PRICE DEBBIE MITCHELL TR	32		FRANKLIN ST	120	\$34,990	\$655.46	\$671.85	\$688.65	\$705.86	\$723.51
R72 00209 0004	DAY ANDREW	44 N		JEFFERSON ST	19.25	\$20,010	\$229.23	\$234.96	\$240.83	\$246.85	\$253.02
R72 00209 0005	JOHNSON MILES R	42 N		JEFFERSON ST	26	\$34,230	\$371.69	\$380.98	\$390.50	\$400.27	\$410.27
R72 00211 0023	GUENDULAY-ROMERO BELINDA	100		COOPER PLACE WEST	81.34	\$40,660	\$590.31	\$605.07	\$620.20	\$635.70	\$651.60
R72 01608 0015	PEARSON WADE A	338 S		MAIN ST	76	\$60,230	\$743.23	\$761.81	\$780.85	\$800.37	\$820.38
R72 00207 0001	KOBZIK ALEXANDER J AND	142		ST CLAIR ST	135.75	\$87,900	\$1,157.91	\$1,186.86	\$1,216.53	\$1,246.95	\$1,278.12
R72 00207 0055	UNAPPROACHABLE NORTON LLC	136		ST CLAIR ST	162.75	\$52,760	\$934.69	\$958.06	\$982.01	\$1,006.56	\$1,031.73
R72 00701 0017	OPAL PROJECT LLC	222 N		ST CLAIR ST	73.25	\$42,350	\$581.02	\$595.54	\$610.43	\$625.69	\$641.34
R72 00412 0009	CARMALOR OHIO LLC	200 W		FIFTH ST	303.86	\$332,190	\$3,759.09	\$3,853.07	\$3,949.39	\$4,048.13	\$4,149.33
R72 01609 0027	SONNENBERG A EARL AND DAWN C	435 S		PATTERSON BLVD	187.66	\$11,470	\$652.31	\$668.61	\$685.33	\$702.46	\$720.02
R72 01608 0065	IUE-CWA Service Center	5		JEFFERSON ST	280.75	\$131,090	\$1,957.78	\$2,006.72	\$2,056.89	\$2,108.31	\$2,161.02
R72 01608 0067	IUE-CWA	5		JEFFERSON ST	151.89	\$59,220	\$961.79	\$985.83	\$1,010.48	\$1,035.74	\$1,061.63
R72 00304 0005	HUFFMAN HISTORICAL HOUSE CO LLC	214		WILKINSON ST + MONU	346.8	\$95,220	\$1,843.43	\$1,889.52	\$1,936.76	\$1,985.18	\$2,034.81
R72 00506 0001	SPARE A DOLLAR LLC	42 W		FIFTH ST	125.5	\$72,730	\$996.94	\$1,021.87	\$1,047.41	\$1,073.60	\$1,100.44
R72 00307 0023	11 MONUMENT LLC	11 W		MONUMENT	102.93	\$160,730	\$1,688.79	\$1,731.01	\$1,774.29	\$1,818.65	\$1,864.11
R72 00208 0006	ARKHAM TOWER LLC	40 N		MAIN ST	464.25	\$1,448,780	\$13,855.29	\$14,201.67	\$14,556.72	\$14,920.63	\$15,293.65
R72 00208 0011	ARKHAM TOWER LLC	44		SECOND ST	279.18	\$317,280	\$3,557.80	\$3,646.75	\$3,737.91	\$3,831.36	\$3,927.15
R72 00208 0014	ARKHAM TOWER LLC	38 E		SECOND ST	141.5	\$90,140	\$1,194.18	\$1,224.03	\$1,254.63	\$1,286.00	\$1,318.15
R72 00208 0018	ARKHAM TOWER LLC	2 E		SECOND ST	0	\$8,820	\$76.01	\$77.91	\$79.86	\$81.86	\$83.91
R72 00208 0056	ARKHAM TOWER LLC	29 E		THIRD ST	108.62	\$97,830	\$1,163.48	\$1,192.57	\$1,222.38	\$1,252.94	\$1,284.26
R72 00303 0050	ALMARA GARDENS LLC	371 W		NW COR 3RD + JEFFER	438.68	\$221,460	\$3,202.39	\$3,282.45	\$3,364.51	\$3,448.63	\$3,534.84
R72 00506 0030	OREGONI PROPERTIES LLC	233		FIRST ST	233	\$53,810	\$1,150.93	\$1,179.70	\$1,209.19	\$1,239.42	\$1,270.41
R72 00203 0008	LPI PROPERTIES INC.	12 W		FIFTH ST	33.2	\$25,910	\$321.22	\$329.25	\$337.48	\$345.91	\$354.56
R72 00206 0027	USREEB DAYTON LLC	120 W		SECOND ST	156.48	\$623,860	\$5,838.15	\$5,984.10	\$6,133.70	\$6,287.05	\$6,444.22
R72 01507 0001	US REAL ESTATE EQUITY BUILDER LLC	125 E		SECOND ST	49.5	\$88,040	\$904.75	\$927.37	\$950.55	\$974.31	\$998.67
R72 01507 0007	US REAL ESTATE EQUITY BUILDER LLC	310 S		JEFFERSON	238.25	\$83,830	\$1,425.13	\$1,460.76	\$1,497.28	\$1,534.71	\$1,573.08
R72 01507 0047	US REAL ESTATE EQUITY BUILDER LLC	304 S		JEFFERSON ST	33.02	\$24,740	\$310.60	\$318.37	\$326.33	\$334.48	\$342.85
R72 00309 0042	US REAL ESTATE EQUITY BUILDER LLC	5		JEFFERSON	30.33	\$3,640	\$120.82	\$123.84	\$126.94	\$130.11	\$133.36
R72 00508 0015	BROWN JASMINE	21 W		FIRST ST	238	\$55,760	\$1,182.48	\$1,212.04	\$1,242.34	\$1,273.40	\$1,305.23
R72 00309 0046	THMG 10 WEST SECOND STREET LLC	138 E		THIRD ST	18.75	\$11,670	\$155.87	\$159.77	\$163.77	\$167.86	\$172.06
R72 00203 0009	THMG 10 WEST SECOND STREET LLC	33 W		FIRST ST	396	\$140,000	\$2,374.47	\$2,433.83	\$2,494.67	\$2,557.04	\$2,620.97
R72 00203 0019	THMG 10 WEST SECOND STREET LLC	100 W		SECOND ST	397.75	\$186,950	\$2,784.26	\$2,853.87	\$2,925.21	\$2,998.34	\$3,073.30
R72 01507 0020	HARRISON SUSAN	W		SECOND	1.92	\$930	\$13.68	\$14.02	\$14.37	\$14.73	\$15.10
R72 01609 0024	MCDONALDS CORPORATION	306		PATTERSON BL	62	\$52,500	\$635.32	\$651.20	\$667.48	\$684.17	\$701.27
R72 51221 0001	2+1 HOLDINGS LTD	410 S		MAIN ST	348.1	\$266,760	\$3,325.66	\$3,408.80	\$3,494.02	\$3,581.37	\$3,670.91
R72 00309 0017	AMK VENTURES	300 W		MONUMENT	155.12	\$64,820	\$1,016.13	\$1,041.53	\$1,067.57	\$1,094.26	\$1,121.61
R72 00309 0021	AMK VENTURES	20 W		MONUMENT	30.5	\$25,380	\$308.69	\$316.40	\$324.31	\$332.42	\$340.73
R72 00501 0001	LWMM LIMITED PARTNERSHIP	N		MAIN	0	\$7,130	\$61.45	\$62.99	\$64.56	\$66.17	\$67.83
R72 51221 0002	KOENIG DREW	120 W		THIRD	461.89	\$572,180	\$6,293.48	\$6,450.81	\$6,612.08	\$6,777.39	\$6,946.82
R72 00408 0010	MONT CTY MEDICAL SOCIETY	300		W MONUMENT	155.13	\$29,750	\$713.91	\$731.76	\$750.05	\$768.80	\$788.02
R72 00408 0027	MONT CTY MEDICAL SOCIETY	40 S		PERRY	399.3	\$236,240	\$3,213.63	\$3,293.97	\$3,376.32	\$3,460.73	\$3,547.25
R72 00309 0025	SAMAAN ENTERPRISES INC.	0		PERRY ST	78	\$36,210	\$542.11	\$555.66	\$569.56	\$583.79	\$598.39
R72 00701 0002	DAYTON HISTORY REALTY LLC	255 N		MAIN	114.5	\$105,000	\$1,242.62	\$1,273.68	\$1,305.52	\$1,338.16	\$1,371.62
R72 01507 0021	OREGONI PROPERTIES LLC	224 N		ST CLAIR ST	107.25	\$274,370	\$2,680.93	\$2,747.95	\$2,816.65	\$2,887.06	\$2,959.24
R72 01507 0053	SJ FUNKHOUSER COMPANY LLC	310 S		PATTERSON BLVD	99	\$134,500	\$1,451.14	\$1,487.42	\$1,524.61	\$1,562.72	\$1,601.79
R72 01507 0037	SJ FUNKHOUSER COMPANY LLC	368 S		PATTERSON BLVD	99	\$105,000	\$1,196.90	\$1,226.82	\$1,257.50	\$1,288.93	\$1,321.16
R72 01507 0038	SJ FUNKHOUSER COMPANY LLC			PATTERSON B & GREEN	49.5	\$4,190	\$182.10	\$186.65	\$191.32	\$196.10	\$201.00

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 01607 0009	OTIS ELEVATOR CO	321 S		MAIN ST	84	\$40,730	\$598.76	\$613.73	\$629.07	\$644.80	\$660.92
R72 00308 0003	EMC DAYTON HOLDINGS LLC	234 N		WILKINSON	42.5	\$1,510	\$138.36	\$141.82	\$145.36	\$148.99	\$152.72
R72 00308 0005	EMC DAYTON HOLDINGS LLC	232		WILKINSON ST	221.1	\$393,610	\$4,044.35	\$4,145.46	\$4,249.09	\$4,355.32	\$4,464.21
R72 00308 0004	EMC DAYTON HOLDINGS LLC	224		WILKINSON ST	186	\$13,080	\$661.29	\$677.82	\$694.76	\$712.13	\$729.94
R72 00607 0007	MUNCH ARTHUR R. AND MARILYN E.	150 S		PATTERSON BLVD	120.22	\$82,010	\$1,061.35	\$1,087.88	\$1,115.08	\$1,142.96	\$1,171.53
R72 00607 0044	MUNCH, ARTHUR R AND MARILYN E.	150 S		PATTERSON BLVD	10	\$890	\$37.16	\$38.09	\$39.04	\$40.02	\$41.02
R72 01507 0018	POWERS DANIEL R AND KATHERINE E LALLY	222 E		SIXTH ST	135.44	\$36,560	\$714.53	\$732.39	\$750.70	\$769.47	\$788.71
R72 01507 0019	POWERS DANIEL R AND KATHERINE E LALLY	300 S		PATTERSON BL	95.5	\$19,160	\$446.78	\$457.95	\$469.40	\$481.13	\$493.16
R72 00607 0010	COMJ LLC			COR ST CLAIR & 5TH	455.52	\$134,750	\$2,504.76	\$2,567.38	\$2,631.56	\$2,697.35	\$2,764.79
R72 51203 0001	RIVERPOINT INVESTMENTS	12 W		MONUMENT AVENUE	24.98	\$38,910	\$409.01	\$419.24	\$429.72	\$440.46	\$451.47
R72 01608 0011	K12 GALLERY FOR YOUNG PEOPLE AND TEJAS	337 S		JEFFERSON ST	382.27	\$57,780	\$1,625.37	\$1,666.01	\$1,707.66	\$1,750.35	\$1,794.11
R72 01609 0067	K12 GALLERY FOR YOUNG PEOPLE AND TEJAS	415		PATTERSON BL	459.4	\$20,050	\$1,527.68	\$1,565.87	\$1,605.02	\$1,645.14	\$1,686.27
R72 00503 0001	MESSENGERS OF MERCY MINISTRIES INC	141 W		FIFTH ST	122	\$18,150	\$516.23	\$529.14	\$542.36	\$555.92	\$569.82
R72 00503 0003	MESSENGERS OF MERCY MINISTRIES INC	138 S		WILKINSON	135.83	\$446,910	\$4,252.23	\$4,358.53	\$4,467.50	\$4,579.18	\$4,693.66
R72 00503 0007	MESSENGERS OF MERCY MINISTRIES INC	S		WILKINSON ST	139	\$15,470	\$543.27	\$556.85	\$570.77	\$585.04	\$599.67
R72 51419 0008	LEIBROCK KENNETH C	111		HARRIES	23.17	\$82,130	\$776.16	\$795.56	\$815.45	\$835.84	\$856.74
R72 51419 0014	MARTIN PATRICK AND EVA L BUTTACAVOLI	111		HARRIES	23.17	\$74,740	\$712.47	\$730.28	\$748.54	\$767.25	\$786.43
R72 00202 0010	PATTORIA LLC	14 W		FIRST ST	35	\$56,220	\$587.75	\$602.44	\$617.50	\$632.94	\$648.76
R72 00202 0012	PATTORIA LLC	135 N		MAIN	25.34	\$88,030	\$833.41	\$854.24	\$875.60	\$897.49	\$919.93
R72 00206 0029	108 N. JEFFERSON LTD	117 E		SECOND ST	107.54	\$42,440	\$682.92	\$700.00	\$717.50	\$735.43	\$753.82
R72 00206 0032	108 N. JEFFERSON LTD	108 N		JEFFERSON ST	66	\$125,120	\$1,272.98	\$1,304.80	\$1,337.42	\$1,370.86	\$1,405.13
R72 51201 0001	18 WEST FIRST STREET-FIRST FLOOR LTD	18 W		FIRST STREET	32	\$20,080	\$267.43	\$274.12	\$280.97	\$288.00	\$295.20
R72 51201 0002	18 WEST FIRST STREET-FIRST FLOOR LTD	18 W		FIRST STREET	32	\$36,510	\$409.03	\$419.26	\$429.74	\$440.48	\$451.49
R72 00201 0003	TALBOTT TOWER HOLDING LLC	131 N		LUDLOW ST	598	\$509,000	\$6,150.39	\$6,304.15	\$6,461.75	\$6,623.30	\$6,788.88
R72 00201 0002	TALBOTT TOWER HOLDING LLC	131 N		Ludlow St.	194	\$121,000	\$1,614.97	\$1,655.35	\$1,739.15	\$1,739.15	\$1,782.63
R72 01602 0006	ICE TOWER LLC			EAKER ST	84	\$2,210	\$266.78	\$273.45	\$280.29	\$287.30	\$294.48
R72 01602 0012	ICE TOWER LLC	20		EAKER ST	840	\$802,790	\$9,396.09	\$9,630.99	\$9,871.77	\$10,118.56	\$10,371.53
R72 00205 0021	MIAMI ALLEY HOSPITAL	27 E		SECOND ST	40	\$33,430	\$406.08	\$416.23	\$426.64	\$437.31	\$448.24
R72 00205 0022	MIAMI VALLEY HOSPITAL	110 N		MAIN ST	711.85	\$3,533,740	\$32,554.46	\$33,368.32	\$34,202.53	\$35,057.59	\$35,934.04
R72 00311 0001	ENGINEERS CLUB	110 E		MONUMENT	594	\$172,340	\$3,237.13	\$3,318.06	\$3,401.01	\$3,486.04	\$3,573.19
R72 00205 0011	CANTON ACCESS LLC	34 E		FIRST ST	67	\$117,600	\$1,211.12	\$1,241.40	\$1,272.43	\$1,304.24	\$1,336.85
R72 00205 0012	CANTON ACCESS LLC	40 E		FIRST ST	163.5	\$71,120	\$1,095.14	\$1,122.52	\$1,150.58	\$1,179.34	\$1,208.83
R72 00205 0035	CANTON ACCESS LLC	131 N		JEFFERSON ST	167.3	\$54,950	\$966.99	\$991.16	\$1,015.94	\$1,041.34	\$1,067.37
R72 51467 0002	DAYTON ROTUNDA COMMERCIAL LLC	24 E		FIRST ST	198	\$97,860	\$1,427.34	\$1,463.02	\$1,499.60	\$1,537.09	\$1,575.52
R72 00502D0010	DAYTON ARCADE PARTNERS LLC	18 W		THIRD ST	251.52	\$118,460	\$1,762.72	\$1,806.79	\$1,851.96	\$1,898.26	\$1,945.72
R72 51467 0003	SOUTH ARCADE COMMERCIAL LLC	28 W		THIRD ST	0	\$12,250	\$105.57	\$108.21	\$110.92	\$113.69	\$116.53
R72 51467 0004	SOUTH ARCADE COMMERCIAL LLC	29 S		MAIN	251.52	\$100,700	\$1,609.66	\$1,649.90	\$1,691.15	\$1,733.43	\$1,776.76
R72 51467 0004	SOUTH ARCADE COMMERCIAL LLC	31 S		MAIN	251.52	\$240,940	\$2,818.30	\$2,888.76	\$2,960.98	\$3,035.00	\$3,110.88
R72 51467 0001	DAYTON HOUSING LLC	25 S		MAIN ST	251.12	\$262,070	\$2,999.23	\$3,074.21	\$3,151.06	\$3,229.84	\$3,310.58
R72 00502 0045	DAYTON ARCADE PARTNERS LLC	28 W		THIRD ST	142.71	\$70,070	\$1,024.77	\$1,050.39	\$1,076.65	\$1,103.57	\$1,131.16
R72 50815 0007	RIVERPLACE ASSOCIATES	301 W		1ST	205.25	\$53,570	\$1,067.02	\$1,093.69	\$1,121.03	\$1,149.06	\$1,177.79
R72 00206 0036	LINDY JEFFERSON FLATS LLC	105 E		SECOND ST	158.25	\$324,000	\$3,259.07	\$3,340.54	\$3,424.06	\$3,509.66	\$3,597.40
R72 00508 0023	LINDY-ZELL DAYTON LOFTS LLC	35 S		ST CLAIR ST	503.51	\$1,330,000	\$12,947.39	\$13,271.07	\$13,602.85	\$13,942.92	\$14,291.50
R72 00601 0004	LINDY-ZELL DAYTON LOFTS LLC	22		ST CLAIR ST	544	\$23,280	\$1,805.02	\$1,850.14	\$1,896.40	\$1,943.81	\$1,992.40
R72 01609 0001	UNITED BUSINESS SERVICE INC.	411 S		JEFFERSON ST	372.13	\$18,170	\$1,254.09	\$1,285.45	\$1,317.58	\$1,350.52	\$1,384.29
R72 01609 0004	UNITED BUSINESS SERVICE INC.	419 S		JEFFERSON ST	83.68	\$7,160	\$308.50	\$316.21	\$324.12	\$332.22	\$340.53
R72 01609 0005	UNITED BUSINESS SERVICE INC	505 S		JEFFERSON ST	83.9	\$9,170	\$326.47	\$334.63	\$343.00	\$351.57	\$360.36
R72 01609 0006	UNITED BUSINESS SERVICE INC	505 S		JEFFERSON ST	254.38	\$74,750	\$1,394.45	\$1,429.31	\$1,465.04	\$1,501.67	\$1,539.21
R72 01609 0069	UNITED BUSINESS SERVICES	0		PATTERSON BLVD	191.6	\$410	\$568.61	\$582.82	\$597.39	\$612.33	\$627.64
R72 00508 0022	TWO EQUITY BUILDERS LLC	17 S		ST CLAIR ST	161.57	\$65,690	\$1,042.65	\$1,068.71	\$1,095.43	\$1,122.82	\$1,150.89
R72 00303 0014	SHANGHI ENTERPRISE LLC AND NEW CALIFORNIA ENTERPRISES LLC	W		MONUMENT AVE	426.85	\$34,220	\$1,553.80	\$1,592.65	\$1,632.46	\$1,673.27	\$1,715.11
R72 51454 0001	SHANGHI ENTERPRISE LLC AND NEW CALIFORNIA ENTERPRISES LLC	369 W		FIRST ST	85.5	\$49,140	\$675.67	\$692.56	\$709.87	\$727.62	\$745.81
R72 51454 0002	SHANGHI ENTERPRISE LLC AND NEW CALIFORNIA ENTERPRISES LLC	369 W		FIRST ST	85.5	\$29,950	\$510.28	\$523.04	\$536.11	\$549.52	\$563.25
R72 51454 0003	SHANGHI ENTERPRISE LLC AND NEW CALIFORNIA ENTERPRISES LLC	369 W		FIRST ST	85.5	\$29,200	\$503.82	\$516.41	\$529.32	\$542.55	\$556.12
R72 51454 0004	SHANGHI ENTERPRISE LLC AND NEW CALIFORNIA ENTERPRISES LLC	369 W		FIRST ST	85.5	\$46,410	\$652.14	\$668.44	\$685.15	\$702.28	\$719.84
R72 00303 0009	SHANGHI ENTERPRISES LLC	340		MONUMENT AVE	509.94	\$34,880	\$1,804.54	\$1,849.65	\$1,895.90	\$1,943.29	\$1,991.88
R72 00303 0056	SHANGHI ENTERPRISES LLC	349 W		FIRST ST	94	\$39,300	\$615.93	\$631.33	\$647.11	\$663.29	\$679.87
R72 00303 0058	SHANGHI ENTERPRISES LLC	333 W		FIRST ST	355	\$257,590	\$3,266.98	\$3,348.66	\$3,432.37	\$3,518.18	\$3,606.14
R72 00303 0066	SHANGHI ENTERPRISES LLC	323 W		FIRST STREET	268.84	\$17,250	\$941.54	\$965.08	\$989.20	\$1,013.93	\$1,039.28
R72 00708 0001	2ND STREET HOLDINGS LLC	302 E		SECOND ST	205.75	\$17,640	\$758.83	\$777.80	\$797.25	\$817.18	\$837.61
R72 00708 0004	2ND STREET HOLDINGS LLC			TURPIN LN	164.63	\$6,880	\$544.83	\$558.45	\$572.41	\$586.72	\$601.39
R72 00203 0001	KOSTA JAMES P JR AND REGGIE W TRS	142 W		SECOND ST	162.5	\$20,210	\$653.43	\$669.76	\$686.51	\$703.67	\$721.26
R72 00304 0015	WESTMINSTER PRESBYTERIAN CHURCH	1 W		1ST	664.6	\$116,040	\$2,960.14	\$3,034.14	\$3,109.99	\$3,187.74	\$3,267.44
R72 51465 0001	YWCA HOLDINGS INC	141 W		THIRD ST	0	\$124,940	\$1,076.78	\$1,103.70	\$1,131.29	\$1,159.57	\$1,188.56
R72 51465 0002	DAYTON YWCA APARTMENTS LLC	141 W		THIRD ST	0	\$120,080	\$1,034.89	\$1,060.77	\$1,087.28	\$1,114.47	\$1,142.33
R72 51465 0003	YWCA DAYTON	141 W		THIRD ST	418	\$0	\$1,232.78	\$1,263.60	\$1,295.19	\$1,327.57	\$1,360.76
R72 00203 8001	TITAN LOAN INVESTMENT FUND	142 W		SECOND ST	0	\$983,500	\$8,476.16	\$8,688.06	\$8,905.26	\$9,127.90	\$9,356.09
R72 00203 0002	NKIDES HARRY S AND MARY				144	\$70,330	\$1,030.82	\$1,056.59	\$1,083.00	\$1,110.08	\$1,137.83
R72 00203 0004	MACOMBER LINDA ET AL 3	130 W		SECOND ST	0	\$48,300	\$416.27	\$426.67	\$437.34	\$448.27	\$459.48

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00203 0005	GOLDMAN LOUIS S TR	130 W		SECOND ST	0	\$66,230	\$570.79	\$585.06	\$599.69	\$614.68	\$630.05
R72 00310 0022	35 CENTURION LLC	35 E		FIRST ST	53	\$107,270	\$1,080.80	\$1,107.82	\$1,135.52	\$1,163.90	\$1,193.00
R72 01607 0021	THE CITIZENS MOTORCAR CO.	23		FRANKLIN	362.1	\$94,390	\$1,881.41	\$1,928.44	\$1,976.65	\$2,026.07	\$2,076.72
R72 01607 0024	THE CITIZENS MOTORCAR CO.	420 S		LULOW	340.2	\$10,170	\$1,090.98	\$1,118.25	\$1,146.21	\$1,174.86	\$1,204.24
R72 01607 0027	THE CITIZENS MOTORCAR CO.	410 S		LULOW ST	76	\$21,340	\$408.06	\$418.26	\$428.72	\$439.43	\$450.42
R72 01607 9024	THE CITIZENS MOTORCAR CO.	420 S		LULOW	0	\$133,820	\$1,153.31	\$1,182.14	\$1,211.70	\$1,241.99	\$1,273.04
R72 00310 0029	AVIS RENT A CAR SYSTEM LLC	25 E		FIRST ST	61.5	\$45,300	\$571.79	\$586.08	\$600.74	\$615.75	\$631.15
R72 00310 0027	AVIS RENT A CAR SYSTEM LLC	31 E		FIRST ST	82.75	\$97,470	\$1,084.08	\$1,111.18	\$1,138.96	\$1,167.44	\$1,196.62
R72 00310 0030	AVIS RENT A CAR SYSTEM LLC	23 E		FIRST ST	61.5	\$45,110	\$570.15	\$584.41	\$599.02	\$613.99	\$629.34
R72 51305 0015	YOUNG MENS CHRISTIAN ASSOC OF DAYTON OH	115 W		MONUMENT	124	\$440,830	\$4,164.94	\$4,269.06	\$4,375.79	\$4,485.18	\$4,597.31
R72 00506 0028	1618WS LTD	18 W		FIFTH ST	49.8	\$78,960	\$827.38	\$848.06	\$869.26	\$891.00	\$913.27
R72 00312 0018	CODE CREDIT UNION	355 W		MONUMENT	404.74	\$301,390	\$3,791.16	\$3,885.94	\$3,983.09	\$4,082.67	\$4,184.73
R72 00312 0019	CODE CREDIT UNION	219.78		LIBERTY ST	\$375,360	\$3,883.17	\$3,980.25	\$4,079.76	\$4,181.75	\$4,286.30	
R72 01608 0013	OBERMEYER, JEANNE	344 S		MAIN ST	73	\$13,220	\$329.23	\$337.46	\$345.90	\$354.54	\$363.41
R72 51419 0006	MAINS JANICE D	111		HARRIES	23.17	\$81,330	\$769.27	\$788.50	\$808.21	\$828.41	\$849.12
R72 51318 0001	JORDAN ALLISON R	215		ICE	4.62	\$36,990	\$332.42	\$340.73	\$349.25	\$357.98	\$366.93
R72 51318 0002	HAY JOE W. AND DEBRA L	215		ICE	4.62	\$60,720	\$536.93	\$550.36	\$564.11	\$578.22	\$592.67
R72 51318 0003	HAMLER KURT AND ALEXANDRIA MCNANY	215		ICE	4.62	\$47,440	\$422.48	\$433.04	\$443.87	\$454.97	\$466.34
R72 51318 0009	KIELGAS BRUCE WILLIAM AND JENNIFER SUE	215		ICE	4.63	\$53,970	\$478.79	\$490.76	\$503.03	\$515.60	\$528.49
R72 51318 0005	D'ALTO RITCHE PAUL	215		ICE	4.62	\$49,650	\$441.53	\$452.57	\$463.88	\$475.48	\$487.36
R72 51318 0006	HOPKINS BARBARA E	215		ICE	4.62	\$39,190	\$351.38	\$360.16	\$369.17	\$378.40	\$387.86
R72 51318 0007	RAO KARTIK P	215		ICE	4.62	\$33,130	\$299.15	\$306.63	\$314.30	\$322.15	\$330.21
R72 51318 0008	ABERNATHY SARAH	215		ICE	4.62	\$46,610	\$415.33	\$425.71	\$436.35	\$447.26	\$458.44
R72 51318 0011	FAUST HOWARD A AND ELLEN M FAUST	215		ICE	4.62	\$60,520	\$535.21	\$548.59	\$562.30	\$576.36	\$590.77
R72 51318 0012	BARNES KAREN	215		ICE	4.62	\$46,130	\$411.19	\$421.47	\$432.01	\$442.81	\$453.88
R72 51318 0013	PAMELA J KRAMER TR	215		ICE	4.62	\$54,180	\$480.57	\$492.58	\$504.90	\$517.52	\$530.46
R72 51318 0014	MATEO JULIO C	215		ICE	4.62	\$49,170	\$437.39	\$448.33	\$459.53	\$471.02	\$482.80
R72 51318 0015	SEBOLDT STEPHEN R AND MARGARET J	215		ICE	4.62	\$60,520	\$535.21	\$548.59	\$562.30	\$576.36	\$590.77
R72 51318 0016	MCANDREW SHERYL A AND DANIEL L ENTERLINE	215		ICE	4.62	\$46,610	\$415.33	\$425.71	\$436.35	\$447.26	\$458.44
R72 51318 0017	TOWNSEND PAUL	215		ICE AVENUE #405	4.63	\$51,670	\$458.97	\$470.44	\$482.20	\$494.26	\$506.61
R72 01608 0020	MAIN ST BTZ LLC	330 S		MAIN ST	59.75	\$12,460	\$283.60	\$290.69	\$297.96	\$305.41	\$313.04
R72 01608 0022	MAIN ST BTZ LLC	326 S		MAIN ST	1	\$90	\$3.72	\$3.82	\$4.01	\$4.11	
R72 01608 0023	MAIN ST BTZ LLC	330 S		MAIN ST	0.91	\$280	\$5.10	\$5.22	\$5.35	\$5.49	
R72 01608 0024	MAIN ST BTZ LLC	330 S		MAIN ST	97.3	\$22,140	\$477.77	\$489.72	\$501.96	\$514.51	\$527.37
R72 01608 0026	MAIN ST BTZ LLC	318		MAIN ST	154	\$209,590	\$2,260.50	\$2,317.02	\$2,374.94	\$2,434.32	\$2,495.17
R72 51203 0002	IARC INVESTMENTS	12 W		MONUMENT AVE	24.98	\$37,520	\$397.03	\$406.96	\$417.13	\$427.56	\$438.25
R72 51318 0004	COOLEY DAVID A AND L AMADA	215		ICE AVENUE #105	4.63	\$55,210	\$489.47	\$501.71	\$514.25	\$527.11	\$540.29
R72 00209 0007	ARYANA PROPERTY LLC	34 N		JEFFERSON ST	79.19	\$188,100	\$1,854.66	\$1,901.03	\$1,948.56	\$1,997.27	\$2,047.20
R72 00209 0043	JEFFERSON SIMMS BUILDING INC	18 N		JEFFERSON ST	84.42	\$120,190	\$1,284.82	\$1,316.94	\$1,349.86	\$1,383.61	\$1,418.20
R72 00209 0044	JEFFERSON SIMMS PARKING INC	26 N		JEFFERSON ST	44.25	\$13,380	\$245.82	\$251.96	\$258.26	\$264.72	\$271.34
R72 00209 0020	CONLAN PROPERTIES INC	21 N		ST CLAIR ST	152.5	\$36,500	\$764.33	\$783.44	\$803.02	\$823.10	\$843.68
R72 00209 0022	CONLAN PROPERTIES INC	15 N		ST CLAIR ST	71.81	\$40,520	\$561.00	\$575.03	\$589.40	\$604.14	\$619.24
R72 00209 0024	CONLAN PROPERTIES INC	99.32		NW COR 3RD + ST CLA	\$12,240	\$398.41	\$408.37	\$418.58	\$429.04	\$439.77	
R72 00209 0026	CONLAN PROPERTIES INC	137 E		THIRD ST	16.5	\$13,440	\$164.49	\$168.61	\$172.82	\$177.14	\$181.57
R72 00209 0027	CONLAN PROPERTIES INC	135 E		THIRD ST	16.5	\$6,320	\$103.13	\$105.71	\$108.35	\$111.06	\$113.84
R72 00209 0028	CONLAN PROPERTIES INC	133 E		THIRD ST	33	\$34,960	\$398.62	\$408.59	\$418.80	\$429.27	\$440.00
R72 00209 0045	CONLAN PROPERTIES INC	15 N		ST CLAIR	20.9	\$10,840	\$155.06	\$158.94	\$162.91	\$166.98	\$171.16
R72 00506 0009	FIDELITY DEVELOPMENT GROUP LLC	211 S		MAIN ST	217	\$82,630	\$1,352.12	\$1,385.92	\$1,420.57	\$1,456.08	\$1,492.49
R72 51419 0022	GOLTZ DAVID AND DARLENE TRS	111		HARRIES	23.17	\$82,130	\$776.16	\$795.56	\$815.45	\$835.84	\$856.74
R72 00701 0032	WARD VANESSA J AND DARYL	237 E		FIRST STREET	21.94	\$38,530	\$396.77	\$406.69	\$416.86	\$427.28	\$437.96
R72 00701 0027	COLVIN MICHAEL ALLEN	211 N		PATTERSON BLVD	22.49	\$39,650	\$408.05	\$418.25	\$428.70	\$439.42	\$450.41
R72 00701 0028	CORCORAN EVAN PATRICK	209 N		PATTERSON BLVD	21.94	\$38,530	\$396.77	\$406.69	\$416.86	\$427.28	\$437.96
R72 00701 0029	FENLON LAURA JEANNE AND BUTTS DAVID	207 N		PATTERSON BLVD	22.38	\$39,650	\$407.72	\$417.91	\$428.36	\$439.07	\$450.05
R72 00701 0030	DAVENPORT BRYAN R	241 E		FIRST STREET	66.58	\$40,590	\$546.18	\$559.83	\$573.83	\$588.18	\$602.88
R72 00701 0031	BOWMAN ANDREW J	239 E		FIRST STREET	21.94	\$38,530	\$396.77	\$406.69	\$416.86	\$427.28	\$437.96
R72 00701 0044	VINCE DONALD S JR	212		HARRIES STREET	22.51	\$39,320	\$405.26	\$415.39	\$425.78	\$436.42	\$447.33
R72 00701 0033	FELD LAURA G	235 E		FIRST STREET	21.94	\$38,530	\$396.77	\$406.69	\$416.86	\$427.28	\$437.96
R72 00701 0034	MITCHELL JEFFREY DEAN	233 E		FIRST STREET	21.94	\$39,470	\$404.87	\$414.99	\$425.37	\$436.00	\$446.90
R72 00701 0035	WILKINSON MEREDITH ANN	231 E		FIRST STREET	22.78	\$40,590	\$427.43	\$438.11	\$449.07	\$460.29	\$471.80
R72 00701 0036	JENKINS MARK R	225 E		FIRST STREET	22.78	\$40,460	\$415.88	\$426.28	\$436.94	\$447.86	\$459.06
R72 00701 0037	JONES-BYRD ROSALYN	223 E		FIRST STREET	21.94	\$39,320	\$403.58	\$413.67	\$424.01	\$434.61	\$445.48
R72 00701 0038	FERGUSON ADAM J	221 E		FIRST STREET	21.94	\$39,320	\$403.58	\$413.67	\$424.01	\$434.61	\$445.48
R72 00701 0039	FAY THOMAS J IV	219 E		FIRST STREET	21.94	\$39,320	\$403.58	\$413.67	\$424.01	\$434.61	\$445.48
R72 00701 0040	KINGSOLVER WILLIAM J	217 E		FIRST STREET	21.94	\$39,320	\$403.58	\$413.67	\$424.01	\$434.61	\$445.48
R72 00701 0041	JEZSIK JOSHUA J AND	215 E		FIRST STREET	66.72	\$39,320	\$535.65	\$549.04	\$562.76	\$576.83	\$591.25
R72 00701 0042	WOLF ALBERT E AND MALINDA M	208		HARRIES STREET	22.36	\$39,320	\$404.82	\$414.94	\$425.31	\$435.95	\$446.84
R72 00701 0043	FEELEY JAMES J AND REBECCA S	210		HARRIES STREET	21.94	\$39,320	\$403.58	\$413.67	\$424.01	\$434.61	\$445.48
R72 51413 0010	SECOND & MAIN LIMITED	400		PERFORMANCE PLACE	36.29	\$111,380	\$1,066.94	\$1,093.61	\$1,120.95	\$1,148.98	\$1,177.70
R72 00508 0004	BBBSGMVF PROPERTIES LLC	24 S		JEFFERSON ST,	151	\$58,670	\$950.97	\$974.75	\$999.12	\$1,024.09	\$1,049.70

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00201 0010	ACF PARKING LTD	0		NW COR 2ND + LUDLOW	396	\$123,490	\$2,232.18	\$2,287.98	\$2,345.18	\$2,403.81	\$2,463.91
R72 00201 0011	ACF PARKING LTD	115 W		SECOND ST	99	\$68,610	\$823.28	\$928.20	\$995.20	\$1,071.20	\$1,148.20
R72 00201 0012	ACF PARKING LTD	121 W		SECOND ST	299	\$185,240	\$2,478.29	\$2,540.24	\$2,603.75	\$2,668.84	\$2,735.57
R72 00201 0014	ACF PARKING LTD	0		WILKINSON ST	137.5	\$24,440	\$616.15	\$631.56	\$647.35	\$663.53	\$680.12
R72 00201 0015	ACF PARKING LTD	0		WILKINSON ST	40	\$24,440	\$328.60	\$336.82	\$345.24	\$353.87	\$362.72
R72 00201 0016	ACF PARKING LTD	133 W		SECOND ST	216.5	\$1,495,180	\$13,524.51	\$13,862.62	\$14,209.19	\$14,564.42	\$14,928.53
R72 51413 0001	THE ARTS CENTER FOUNDATION	100		PERFORMANCE PLACE	15.44	\$101,280	\$918.40	\$941.36	\$964.90	\$989.02	\$1,013.75
R72 51413 0002	THE ARTS CENTER FOUNDATION	101		PERFORMANCE PLACE	0.88	\$7,740	\$69.30	\$71.03	\$72.81	\$74.63	\$76.50
R72 51413 0003	THE ARTS CENTER FOUNDATION	102		PERFORMANCE PLACE	1.55	\$10,040	\$91.10	\$93.38	\$95.71	\$98.10	\$100.56
R72 51413 0004	THE ARTS CENTER FOUNDATION	200		PERFORMANCE PLACE	15.8	\$88,090	\$805.79	\$825.93	\$846.58	\$867.75	\$889.44
R72 51413 0005	THE ARTS CENTER FOUNDATION	201		PERFORMANCE PLACE	1.99	\$11,140	\$101.88	\$104.42	\$107.04	\$109.71	\$112.45
R72 51413 0006	THE ARTS CENTER FOUNDATION	202		PERFORMANCE PLACE	0.52	\$3,610	\$32.65	\$33.46	\$34.30	\$35.16	\$36.03
R72 51413 0047	SECOND & MAIN LTD	300		PERFORMANCE PLACE	19.36	\$0	\$57.10	\$58.52	\$59.99	\$61.49	\$63.02
R72 51413 0008	VICTORIA THEATRE ASSOCIATION	302		PERFORMANCE PLACE	3.05	\$57,200	\$501.97	\$514.51	\$527.38	\$540.56	\$554.08
R72 51413 0009	THE ARTS CENTER FOUNDATION	301		PERFORMANCE PLACE	10.26	\$16,990	\$176.69	\$181.10	\$185.63	\$190.27	\$195.03
R72 00205 0001	ARTS CENTER FOUNDATION	136		MAIN ST	174	\$1,307,850	\$11,784.69	\$12,079.31	\$12,381.29	\$12,690.82	\$13,008.10
R72 00205 0003	ARTS CENTER FOUNDATION			FIRST ST	123	\$102,290	\$1,244.33	\$1,275.44	\$1,307.32	\$1,340.01	\$1,373.51
R72 00205 0005	THE ARTS CENTER FOUNDATION	126 N		MAIN ST	297	\$88,490	\$1,638.56	\$1,679.53	\$1,721.51	\$1,764.55	\$1,808.67
R72 00205 9005	THE ARTS CENTER FOUNDATION	126 N		MAIN ST	0	\$581,150	\$5,008.56	\$5,133.77	\$5,262.12	\$5,393.67	\$5,528.52
R72 51413 0007	ARTS CENTER FOUNDATION	109 N		MAIN ST	19.36	\$89,900	\$831.89	\$852.69	\$874.00	\$895.85	\$918.25
R72 51413 0014	PPI LLC	800		PERFORMANCE PLACE	36.29	\$198,350	\$1,816.48	\$1,861.89	\$1,908.44	\$1,956.15	\$2,005.05
R72 51413 0011	KAJO PROPERTIES LLC	500		PERFORMANCE PLACE	36.29	\$210,010	\$1,916.97	\$1,964.89	\$2,014.02	\$2,064.37	\$2,115.98
R72 51413 0045	KLABEN LAURENCE R AND MARILYN L	1700		PERFORMANCE PLACE	17.77	\$222,140	\$1,966.89	\$2,016.06	\$2,066.46	\$2,118.13	\$2,171.08
R72 51413 0036	SMITH THOMAS E ET AL 3	1401		PERFORMANCE PLACE	7.54	\$84,130	\$747.30	\$765.98	\$785.13	\$804.76	\$824.88
R72 51413 0033	VAN NOSTRAND SARAH M	1305		PERFORMANCE PLACE	8.05	\$76,190	\$680.37	\$697.38	\$714.82	\$732.69	\$751.01
R72 51413 0012	DAYTON BAR ASSOCIATION	600		PERFORMANCE PLACE	36.29	\$199,290	\$1,824.58	\$1,870.20	\$1,916.95	\$1,964.87	\$2,014.00
R72 51413 0052	SWANSON ALAN R AND	1107		PERFORMANCE PLACE	7.04	\$61,560	\$511.31	\$565.09	\$579.22	\$593.70	\$608.54
R72 51413 0040	DAVILA JOSE R TR ET AL 3	1501		PERFORMANCE PLACE	7.54	\$73,590	\$656.46	\$672.87	\$689.70	\$706.94	\$724.61
R72 51413 0049	LIFE INVESTORS INSURANCE COMP	904		PERFORMANCE PLACE	7.82	\$42,280	\$387.45	\$397.13	\$407.06	\$417.24	\$427.67
R72 51413 0013	LIFE INVESTORS INSURANCE COMPANY OF AMERICA	700		PERFORMANCE PLACE	36.29	\$202,320	\$1,850.69	\$1,896.96	\$1,944.39	\$1,993.00	\$2,042.82
R72 51413 0048	LIFE INVESTORS INSURANCE COMPANY OF AMERICA	902		PERFORMANCE PLACE	21.27	\$93,410	\$867.77	\$889.47	\$911.70	\$934.49	\$957.86
R72 51413 0027	STRAUSS ANDREW	1200		PERFORMANCE PLACE	7.96	\$66,950	\$600.48	\$615.49	\$630.87	\$646.65	\$662.81
R72 51413 0031	DELUCA SUSAN J	1300		PERFORMANCE PLACE	8.73	\$74,710	\$669.62	\$686.37	\$703.52	\$721.11	\$739.14
R72 51413 0051	TURNER R MICHAEL	1103		PERFORMANCE PLACE	8.73	\$80,780	\$721.94	\$739.99	\$758.49	\$777.45	\$796.88
R72 51413 0035	MARLOWE BRIAN J AND D DARLENE	1400		PERFORMANCE PLACE	7.18	\$61,920	\$554.82	\$568.70	\$582.91	\$597.49	\$612.42
R72 51413 0037	HARRINGTON ROBERT B	1405		PERFORMANCE PLACE	8.73	\$93,810	\$834.24	\$855.09	\$876.47	\$898.38	\$920.84
R72 51413 0039	SOIFER CLAIRE	109 N		MAIN STREET #1500	8.07	\$88,520	\$786.70	\$806.37	\$826.52	\$847.19	\$868.37
R72 51413 0032	MORMAN PAUL J AND PATRICIA A	1301		PERFORMANCE PLACE	8.73	\$73,380	\$658.16	\$674.62	\$691.48	\$708.77	\$726.49
R72 51413 0053	MORGAN AARON AND	1108		PERFORMANCE PLACE	7.54	\$72,330	\$645.60	\$661.74	\$678.29	\$695.24	\$712.63
R72 51413 0028	DUVALL THOMAS E AND WARLITA	1201		PERFORMANCE PLACE	7.26	\$62,640	\$561.27	\$575.30	\$589.68	\$604.42	\$619.53
R72 51413 0029	SAPHIRE, RICHARD & PATRICIA	1201		PERFORMANCE PLACE	7.54	\$66,870	\$598.55	\$613.51	\$628.85	\$644.57	\$660.68
R72 51413 0030	OROSZI TERRY	1205		PERFORMANCE PLACE	8.07	\$70,450	\$630.96	\$646.74	\$662.91	\$679.48	\$696.47
R72 51413 0034	RAFAL, JANE	1206		PERFORMANCE PLACE	7.74	\$67,770	\$606.89	\$622.07	\$637.62	\$653.56	\$669.90
R72 51413 0019	MELISSA E. MAHABEE	1306		PERFORMANCE PLACE	7.74	\$74,200	\$662.31	\$678.87	\$695.84	\$713.23	\$731.07
R72 51413 0038	MELISSA E. MAHABEE	1000		PERFORMANCE PLACE	7.06	\$57,820	\$519.14	\$532.11	\$545.42	\$559.05	\$573.03
R72 51413 0038	WAGNER PETER G AND SHANNON L SCHAKER	1406		PERFORMANCE PLACE	7.74	\$84,620	\$752.11	\$770.92	\$790.19	\$809.94	\$830.19
R72 51413 0055	STAMAS NICK C AND EMILY E.	1603		PERFORMANCE PLACE	7.87	\$86,710	\$770.51	\$789.77	\$809.52	\$829.75	\$850.50
R72 00206 0015	MUDLICK TAP HOUSE LLC	135 E		SECOND ST	65.8	\$132,210	\$1,333.49	\$1,366.83	\$1,401.00	\$1,436.03	\$1,471.93
R72 51413 0057	TALBOT G ANTHONY	1607		PERFORMANCE PLACE	7.87	\$91,060	\$808.00	\$828.20	\$848.90	\$870.13	\$891.88
R72 51413 0054	COFFIN WILLIAM C JR AND ELIZABETH H	1602		PERFORMANCE PLACE	7.88	\$89,480	\$794.41	\$814.27	\$834.63	\$855.49	\$876.88
R72 51413 0021	GUY STEPHEN R	1005		PERFORMANCE PLACE	6.59	\$56,070	\$502.67	\$515.23	\$528.11	\$541.32	\$554.85
R72 51413 0041	SIGLER JAMES C AND NANCY L CO-TRS	1505		PERFORMANCE PLACE	8.07	\$83,860	\$746.54	\$765.20	\$784.33	\$803.94	\$824.04
R72 51413 0022	KNICKERBOCKER CHARLES A	1006		PERFORMANCE PLACE	7	\$57,620	\$517.23	\$530.17	\$543.42	\$557.01	\$570.93
R72 51413 0042	MADDOX DEREK L AND KRISTEN M	1506		PERFORMANCE PLACE	7.74	\$88,090	\$782.02	\$801.57	\$821.61	\$842.15	\$863.20
R72 51413 0046	HIRSH CAROLYN	1705		PERFORMANCE PLACE	14.06	\$159,310	\$1,414.46	\$1,449.82	\$1,486.06	\$1,523.22	\$1,561.30
R72 51413 0020	RUBIN MAX B	1001		PERFORMANCE PLACE	7.81	\$61,670	\$554.53	\$568.39	\$582.60	\$597.17	\$612.10
R72 51413 0056	HOLMES NANNE E	1604		PERFORMANCE PLACE	7.87	\$98,940	\$875.91	\$897.81	\$920.25	\$943.26	\$966.84
R72 51419 0020	WOODIE PAUL R	111		HARRIES	23.17	\$81,330	\$769.27	\$788.50	\$808.21	\$828.41	\$849.12
R72 51419 0021	CRUSE THOMAS A AND KATHERINE W TRS	111		HARRIES #405	23.17	\$55,680	\$548.20	\$561.91	\$575.96	\$590.36	\$605.11
R72 51419 0011	HORENSTEIN LINDA S TRUSTEE	111		HARRIES #209	23.17	\$17,310	\$217.52	\$222.96	\$228.53	\$234.24	\$240.10
R72 51419 0004	MURRAY JEROME W	111		HARRIES #202	23.17	\$75,740	\$721.09	\$739.12	\$757.59	\$776.53	\$795.95
R72 51419 0017	STROHSCHER DAVID	111		HARRIES #401	23.17	\$90,630	\$849.42	\$870.65	\$892.42	\$914.73	\$937.60
R72 51419 0009	LINDSAY MATTHEW W AND KAREN RUTH LAVY	111		HARRIES #207	23.17	\$71,500	\$684.55	\$701.66	\$719.20	\$737.18	\$755.61
R72 51419 0003	THEOBALD JERRY B	111		HARRIES #201	23.17	\$98,250	\$915.09	\$937.96	\$961.41	\$985.45	\$1,010.09
R72 51419 0005	HIMMEL, ROGER AND VIVIAN	111		HARRIES #203	23.17	\$79,310	\$751.86	\$770.65	\$789.92	\$809.67	\$829.91
R72 51419 0018	MCCORMICK JENNIFER	111		HARRIES #302	23.17	\$83,100	\$784.52	\$804.13	\$824.24	\$844.84	\$865.96
R72 51419 0019	BALOG GEORGE A AND EVA M MAKSTUTIS	111		HARRIES #403	23.17	\$58,980	\$576.64	\$591.06	\$605.84	\$620.98	\$636.51
R72 51419 0023	LOVAS WILLIAM	111		HARRIES #407	23.17	\$55,680	\$548.20	\$561.91	\$575.96	\$590.36	\$605.11
R72 51419 0012	HOCK MARIA	111		HARRIES	23.17	\$45,510	\$460.56	\$472.07	\$483.87	\$495.97	\$508.37

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 51419 0016	ROBERTS ANN R TR	111		HARRIES	23.17	\$83,690	\$789.60	\$809.34	\$829.58	\$850.32	\$871.58
R72 51419 0025	JAMESON DILLON AND	111		HARRIES	23.17	\$61,690	\$600.00	\$615.00	\$630.38	\$646.13	\$662.29
R72 51419 0007	BANE MARY	111		HARRIES #205	23.17	\$71,700	\$686.27	\$703.43	\$721.01	\$739.04	\$757.51
R72 51419 0013	KATZ NEIL AND KARIN HIRSCHKATZ	111		HARRIES #302	23.17	\$65,800	\$635.42	\$651.31	\$667.59	\$684.28	\$701.39
R72 51419 0015	POHL ROBERT E III AND SUSAN M STRONG TRS	111		HARRIES #306	23.17	\$82,130	\$776.16	\$795.56	\$815.45	\$835.84	\$856.74
R72 51419 0024	SNOW, ANDREW III & MEADOWS, SUE H.	111		HARRIES #408	23.17	\$83,690	\$789.60	\$809.34	\$829.58	\$850.32	\$871.58
R72 51419 0002	SHAKTI HOLDINGS LLC	111		HARRIES	23.17	\$59,770	\$583.45	\$598.04	\$612.99	\$628.32	\$644.02
R72 51419 0010	BOHLER JOHN W TR AND CAROLYN J TR	111		HARRIES	23.17	\$83,690	\$789.60	\$809.34	\$829.58	\$850.32	\$871.58
R72 51419 0001	BELLER KATHERINE A AND MICHAEL	111		HARRIES	23.3	\$94,980	\$887.29	\$909.47	\$932.21	\$955.51	\$979.40
R72 00207 0043	POTE WILLIAM E	120 N		ST. CLAIR ST	89.5	\$18,220	\$420.98	\$431.51	\$442.30	\$453.35	\$464.69
R72 00207 0062	ASHBURN COURTNEY N	132		CANALBOAT CT	33.24	\$45,890	\$493.53	\$505.87	\$518.51	\$531.48	\$544.76
R72 00207 0065	LAKOVIC DANIEL	127 N		PATTERSON BLVD	38.24	\$61,130	\$639.62	\$655.61	\$672.00	\$688.80	\$706.02
R72 00207 0066	DEEDS RYAN S	124		CANALBOAT CT	31.9	\$46,080	\$491.21	\$503.50	\$516.08	\$528.98	\$542.21
R72 00207 0067	HOLTON JOHN F & JEAN Q	123 N		PATTERSON BLVD	38.65	\$59,960	\$630.74	\$646.51	\$662.68	\$679.24	\$696.22
R72 00207 0061	ALLBRIGHT THOMAS E AND	135 N		PATTERSON BLVD	38.65	\$62,190	\$649.96	\$666.21	\$682.87	\$699.94	\$717.44
R72 00207 0060	DOZEMAN THOMAS B TR AND MARY R TALEN TR	136		CANALBOAT CT	31.9	\$47,280	\$501.56	\$514.10	\$526.95	\$540.12	\$553.62
R72 00207 0064	NOVAK SHANA M	128		CANALBOAT CT	31.9	\$45,890	\$489.58	\$501.82	\$514.36	\$527.22	\$540.40
R72 00211 0001	BLIGH, KATHERINE	119 N		PATTERSON BLVD.	78.92	\$37,770	\$558.27	\$572.23	\$586.53	\$601.19	\$616.22
R72 00211 0002	BOWERS ANNIE	117 N		PATTERSON BLVD.	37.32	\$39,750	\$452.65	\$463.96	\$475.56	\$487.45	\$499.64
R72 00211 0003	WAGGONER JAMES M	115 N		PATTERSON BLVD.	37.34	\$39,750	\$452.70	\$464.02	\$475.62	\$487.51	\$499.70
R72 00211 0004	BARNETT JUANITA M AND JOHNSON FAITH E	113 N		PATTERSON BLVD.	37.34	\$38,230	\$439.60	\$450.59	\$461.86	\$473.41	\$485.24
R72 00211 0005	SMOTHERS ROANE	111 N		PATTERSON BLVD.	37.34	\$39,750	\$452.70	\$464.02	\$475.62	\$487.51	\$499.70
R72 00211 0006	SCOWDEN, LYNN E.	109 N		PATTERSON BLVD.	92.09	\$43,390	\$645.55	\$661.68	\$678.23	\$695.18	\$712.56
R72 00211 0007	JAGELS THOMAS RAYMOND TR	251 E		SECOND STREET	92	\$41,460	\$628.65	\$644.36	\$660.47	\$676.98	\$693.91
R72 00211 0008	FOSTER RYAN ET AL 3	249 E		SECOND STREET	37.34	\$40,250	\$457.01	\$468.44	\$480.15	\$492.15	\$504.46
R72 00211 0009	LEE RONALD CRAIG	247 E		SECOND STREET	37.32	\$40,840	\$462.04	\$473.59	\$485.43	\$497.57	\$510.01
R72 00211 0010	FROELICH GARY L.	245 E		SECOND STREET	37.34	\$40,250	\$457.01	\$468.44	\$480.15	\$492.15	\$504.46
R72 00211 0011	GOODMAN, MATT C.	243 E		SECOND STREET	78.66	\$39,350	\$571.12	\$585.40	\$600.03	\$615.03	\$630.41
R72 00211 0012	NOURSE DANIEL A	233 E		SECOND STREET	78.66	\$40,250	\$578.88	\$593.35	\$608.18	\$623.39	\$638.97
R72 00211 0013	WHEELER BARBARA	231 E		SECOND STREET	37.34	\$40,250	\$457.01	\$468.44	\$480.15	\$492.15	\$504.46
R72 00211 0014	WARD ELYNNE S	229 E		SECOND STREET	37.32	\$39,350	\$449.20	\$460.43	\$471.94	\$483.74	\$495.83
R72 00211 0015	SCARBERRY CODY AND TAYLOR FERGUSON	227 E		SECOND STREET	37.34	\$41,440	\$467.27	\$478.95	\$490.92	\$503.20	\$515.78
R72 00211 0016	EARLEY STANLEY A III	225 E		SECOND STREET	92	\$42,600	\$638.47	\$654.43	\$670.79	\$687.56	\$704.75
R72 00211 0017	BOHRER, JOSEPH E. JR. & MARY BARBARA	101		COOPER PLACE WEST	92.17	\$42,650	\$639.40	\$655.39	\$671.77	\$688.57	\$705.78
R72 00211 0018	CLAGGETT KIRSTYN V	103		COOPER PLACE WEST	37.34	\$40,250	\$457.01	\$468.44	\$480.15	\$492.15	\$504.46
R72 00211 0019	PENRY RICHARD L.	105		HARRIES STREET	37.34	\$41,440	\$467.27	\$478.95	\$490.92	\$503.20	\$515.78
R72 00211 0020	EARLEY JUDITH E	107		COOPER PLACE WEST	37.34	\$40,250	\$457.01	\$468.44	\$480.15	\$492.15	\$504.46
R72 00211 0021	DONOVAN PHILLIP P	109		HARRIES STREET	37.32	\$39,350	\$449.20	\$460.43	\$471.94	\$483.74	\$495.83
R72 00211 0022	METROPOLIS LLC	111		COOPER PLACE WEST	78.66	\$37,900	\$558.62	\$572.59	\$586.90	\$601.58	\$616.62
R72 00211 0024	BRADY MICHAEL F AND	102		COOPER PLACE WEST	37.34	\$40,660	\$460.55	\$472.06	\$483.86	\$495.96	\$508.36
R72 00211 0025	MAYHEW PROPERTY MGMT. LLC	104		COOPER PLACE WEST	37.34	\$39,750	\$452.70	\$464.02	\$475.62	\$487.51	\$499.70
R72 00211 0026	GETTINGER DANIEL	106		COOPER PLACE WEST	37.34	\$39,750	\$452.70	\$464.02	\$475.62	\$487.51	\$499.70
R72 00211 0027	BROWN LINDA F TR	108		COOPER PLACE WEST	37.32	\$39,750	\$452.65	\$463.96	\$475.56	\$487.45	\$499.64
R72 00211 0028	HARDIN CRAIG L	110		COOPER PLACE WEST	78.66	\$39,750	\$574.57	\$588.93	\$603.65	\$618.75	\$634.21
R72 00211 0029	MACQUARRIE JOHN D	101		COOPER PLACE EAST	81.34	\$40,660	\$590.31	\$605.07	\$620.20	\$635.70	\$651.60
R72 00211 0030	ANTHONY, CHRISTINE A.	103		COOPER PLACE EAST	37.34	\$40,660	\$460.55	\$472.06	\$483.86	\$495.96	\$508.36
R72 00211 0031	FOSTER ERIC AND FOSTER MATTHEW D.	105		COOPER PLACE EAST	37.34	\$40,660	\$460.55	\$472.06	\$483.86	\$495.96	\$508.36
R72 00211 0032	PULLER BERNARD A. ALICIA H.	107		COOPER PLACE EAST	37.34	\$39,750	\$452.70	\$464.02	\$475.62	\$487.51	\$499.70
R72 00211 0033	MEYRING LESLIE D.	109		COOPER PLACE EAST	37.32	\$38,620	\$442.91	\$453.98	\$465.33	\$476.96	\$488.89
R72 00211 0034	NOURSE DANIEL A AND	111		COOPER PLACE EAST	78.66	\$39,750	\$574.57	\$588.93	\$603.65	\$618.75	\$634.21
R72 51205 0003	CEAT LLC	22 S		ST. CLAIR STREET	23.8	\$35,880	\$379.42	\$388.90	\$398.63	\$408.59	\$418.81
R72 51205 0001	BARNHART GREGORY S	20 S		ST. CLAIR STREET	23.8	\$25,160	\$287.03	\$294.21	\$301.56	\$309.10	\$316.83
R72 51205 0002	CHAIYO ENTERPRISES LLC	21		ST. CLAIR STREET	23.8	\$25,490	\$289.87	\$297.12	\$304.55	\$312.16	\$319.97
R72 51205 0004	FULLER GEOFFREY D	18 S		ST. CLAIR STREET	23.8	\$39,310	\$408.98	\$419.20	\$429.68	\$440.43	\$451.44
R72 51205 0005	BULL CHARLES J AND KATHRYN J	18 S		ST. CLAIR ST #202	23.81	\$39,310	\$409.01	\$419.23	\$429.72	\$440.46	\$451.47
R72 51205 0006	HINZE MARY C	18 S		ST. CLAIR ST #203	23.8	\$37,670	\$394.85	\$404.72	\$414.83	\$425.21	\$435.84
R72 51205 0007	STEELE LESLIE S	18 S		ST. CLAIR STREET	23.8	\$39,310	\$408.98	\$419.20	\$429.68	\$440.43	\$451.44
R72 51205 0008	BRYTUS JAMES W AND THERESA E	18 S		ST. CLAIR STREET	23.8	\$39,310	\$408.98	\$419.20	\$429.68	\$440.43	\$451.44
R72 51205 0009	MAHONEY TIMOTHY M AND KATHY M	18		ST. CLAIR STREET	23.8	\$37,310	\$391.74	\$401.54	\$411.57	\$421.86	\$432.41
R72 00207 0070	KRISSEK ERIC AND MELANIE	141.		CITY LIGHTS DRIVE	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0071	PFEIFFER ANNE M	139		CITY LIGHTS DR	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0059	ROMANO MICHAEL P	137 N		PATTERSON BLVD	38.65	\$62,380	\$651.60	\$667.89	\$684.59	\$701.70	\$719.25
R72 00207 0072	ROMANO MICHAEL P	137		CITY LIGHTS DR	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00308 0057	ROMANO MICHAEL P AND KELLY	122 W		MONUMENT AVE	23	\$103,360	\$958.63	\$982.59	\$1,007.16	\$1,032.34	\$1,058.14
R72 00207 0069	A JR	143		CITY LIGHTS DRIVE	95.67	\$47,120	\$688.25	\$705.46	\$723.09	\$741.17	\$759.70
R72 00207 0073	AMEND CASEY S	135		CITY LIGHTS DRIVE	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0074	GALFORD NICHOLAS J AND ALISON M	133		CITY LIGHTS DRIVE	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0075	BIERYLA JOSEPH P AND MARY C	131		CITY LIGHTS DRIVE	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0076	BELL TERRENCE AND NICHOLAS NECIA	129		CITY LIGHTS DRIVE	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 00207 0077	CARMICHAEL MARY	127		CITY LIGHTS DR	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0078	GRABINSKI CHRISTIN M	125		CITY LIGHTS DR	34	\$47,120	\$506.37	\$519.03	\$532.01	\$545.31	\$558.94
R72 00207 0080	MEEKER STEWART F	219		ICE AVE	87	\$50,080	\$688.19	\$705.40	\$723.03	\$741.11	\$759.63
R72 00207 0098	PETERANGELO MISHAL B	233		BRICKSTONE CT	40.5	\$34,230	\$414.45	\$424.81	\$435.43	\$446.32	\$457.48
R72 00207 0083	BODEM THOMAS R	218 E		FIRST ST	87	\$50,080	\$688.19	\$705.40	\$723.03	\$741.11	\$759.63
R72 00207 0084	KOVAC GRANT	222 E		FIRST ST	36	\$50,080	\$537.78	\$551.22	\$565.01	\$579.13	\$593.61
R72 00207 0081	SIMMS ROBERT K	219		BRICKSTONE CT	40.5	\$34,230	\$414.45	\$424.81	\$435.43	\$446.32	\$457.48
R72 00207 0086	DAVIS ROBERT KYLE AND RACHEL EVE GINTER-DAVIS	223		BRICKSTONE CT	17	\$34,230	\$345.14	\$353.77	\$362.62	\$371.68	\$380.97
R72 00207 0087	CHANDRA NEHA	223		ICE AVE	36	\$50,080	\$537.78	\$551.22	\$565.01	\$579.13	\$593.61
R72 00207 0088	SANTIAGO SOPHIA B	225		ICE AVE	36	\$50,080	\$537.78	\$551.22	\$565.01	\$579.13	\$593.61
R72 00207 0090	PURDY JILLIAN M	224		KEELBOAT CT	17	\$34,230	\$345.14	\$353.77	\$362.62	\$371.68	\$380.97
R72 00207 0093	IVORY CONDA LLC	230 E		FIRST ST	36	\$50,080	\$537.78	\$551.22	\$565.01	\$579.13	\$593.61
R72 00207 0063	WERTHMANN JOHN R	131 N		PATTERSON BLVD	38.24	\$61,130	\$639.62	\$655.61	\$672.00	\$688.80	\$706.02
R72 00207 0095	HOUSE SHAUN DANIEL	231		BRICKSTONE CT	17	\$34,230	\$345.14	\$353.77	\$362.62	\$371.68	\$380.97
R72 00207 0092	KYNE JUSTIN	224 E		FIRST ST	36	\$50,080	\$537.78	\$551.22	\$565.01	\$579.13	\$593.61
R72 00207 0096	MANN ROBERT J AND MOLLY	231		ICE AVE	36	\$50,080	\$537.78	\$551.22	\$565.01	\$579.13	\$593.61
R72 00207 0097	DAVIS CHRISTOPHER L AND LYNNITA C	233		ICE AVE	87	\$50,080	\$688.19	\$705.40	\$723.03	\$741.11	\$759.63
R72 00207 0100	ROBERTS JEFFREY T TR	232 E		FIRST ST	87	\$48,620	\$675.61	\$692.50	\$709.81	\$727.56	\$745.75
R72 00207 0082	DESCH DANIEL	218		KEELBOAT CT	40.5	\$34,230	\$414.45	\$424.81	\$435.43	\$446.32	\$457.48
R72 00207 0085	WILSON CHARLES L	222		KEELBOAT CT	17	\$34,230	\$345.14	\$353.77	\$362.62	\$371.68	\$380.97
R72 00207 0089	MCINTIRE ELLEN J	225		BRICKSTONE CT	17	\$34,230	\$345.14	\$353.77	\$362.62	\$371.68	\$380.97
R72 00207 0094	BEALL MADELEINE M	230		KEELBOAT CT	17	\$34,230	\$345.14	\$353.77	\$362.62	\$371.68	\$380.97
R72 00207 0099	BETTMAN MICHAEL H AND	232		KEELBOAT CT	40.5	\$34,230	\$414.45	\$424.81	\$435.43	\$446.32	\$457.48
R72 00308 0058	SIMMS MONUMENT WALK LTD		W	MONUMENT AVE	73.45	\$0	\$216.62	\$222.04	\$227.59	\$233.28	\$239.11
R72 00308 0059	SIMMS MONUMENT WALK LTD		W	MONUMENT AVE	23	\$26,250	\$294.06	\$301.42	\$308.95	\$316.68	\$324.59
R72 00308 0061	SIMMS MONUMENT WALK LTD		W	MONUMENT AVE	20	\$26,250	\$285.22	\$292.35	\$299.66	\$307.15	\$314.83
R72 00308 0042	SAIDEL BURTON R AND ALICE L	102 W		MONUMENT AVE	20	\$159,970	\$1,437.66	\$1,473.61	\$1,510.45	\$1,548.21	\$1,586.91
R72 00308 0043	TANNER MICHAEL R AND	100 W		MONUMENT AVE	88.25	\$168,610	\$1,713.41	\$1,756.25	\$1,800.15	\$1,845.16	\$1,891.29
R72 00308 0051	LIEBOLD WILLIAM J AND ELLEN S	116 W		MONUMENT AVE	20	\$160,060	\$1,438.44	\$1,474.40	\$1,511.26	\$1,549.04	\$1,587.77
R72 00308 0052	JESCH MATTHEW L AND JESCH PAMELA K	114 W		MONUMENT AVE	20	\$159,890	\$1,436.97	\$1,472.90	\$1,509.72	\$1,547.46	\$1,586.15
R72 00308 0050	GIERING PATRICIA A	118 W		MONUMENT AVE	23	\$168,200	\$1,517.44	\$1,555.38	\$1,594.26	\$1,634.12	\$1,674.97
R72 00308 0060	WHTLOCK JAMES DAVID AKA JAMES D AND SARA JANE AKA SARA J		W	MONUMENT AVE	20	\$26,250	\$285.22	\$292.35	\$299.66	\$307.15	\$314.83
R72 00308 0040	SIMMS CHARLES H TR	108 W		MONUMENT AVE	23	\$166,730	\$1,504.77	\$1,542.39	\$1,580.95	\$1,620.47	\$1,660.99
R72 00308 0053	KROGER TIMOTHY M AND SHERRY L	172 W		MONUMENT AVE	23	\$168,040	\$1,516.06	\$1,553.96	\$1,592.81	\$1,632.63	\$1,673.45
R72 00308 0041	REED STEVEN R AND PAULA G	104 W		MONUMENT AVE	20	\$159,810	\$1,436.28	\$1,472.19	\$1,509.00	\$1,546.72	\$1,585.39
R72 00602 0082	POE CLAIRE M TR AND ROBERT CRAIG TR	26 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00308 0055	VAN TASSEL JAMES G AND MELISSA	128 W		MONUMENT AVE	20	\$97,000	\$894.97	\$917.34	\$940.27	\$963.78	\$987.87
R72 00308 0056	ROACH KEVIN P AND MARY C		W	MONUMENT AVE	20	\$97,000	\$894.97	\$917.34	\$940.27	\$963.78	\$987.87
R72 00308 0054	ANDERSON RONALD W AND ROBERT C SLOAN	130 W		MONUMENT AVE	25.5	\$103,360	\$966.00	\$990.15	\$1,014.90	\$1,040.28	\$1,066.28
R72 00207 0079	MILLER TERRINETTE L	123		CITY LIGHTS DR	95.93	\$47,120	\$689.02	\$706.24	\$723.90	\$742.00	\$760.55
R72 00308 0062	BRAMER THOMAS M AND MICHELLE M		W	MONUMENT AVE	25.5	\$26,250	\$301.42	\$308.97	\$316.70	\$324.62	\$332.73
R72 00310 0015	CARESOURCE MANAGEMENT GROUP CO	219 N		JEFFERSON	161.25	\$37,980	\$802.89	\$822.96	\$843.54	\$864.62	\$886.24
R72 00310 0017	CARESOURCE MANAGEMENT GROUP CO	215 N		JEFFERSON	50.79	\$41,920	\$511.07	\$523.85	\$536.95	\$550.37	\$564.13
R72 00701 0024	CARESOURCE REAL ESTAT HOLDINGS LLC	220 E		MONUMENT	513.79	\$2,593,640	\$23,868.21	\$24,464.92	\$25,076.54	\$25,703.45	\$26,346.05
R72 00701 0025	CARESOURCE REAL ESTAT HOLDINGS LLC			PATTERSON	300.85	\$1,440,850	\$13,305.04	\$13,637.67	\$13,978.61	\$14,328.08	\$14,686.28
R72 00602 0080	GALLIMORE MICHAEL T	22 S		PATTERSON	20	\$85,940	\$799.65	\$819.64	\$840.13	\$861.13	\$882.66
R72 00602 0081	EDWARDS SPENCER W.	24 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00602 0084	BAUER MATTHEW D AND KARNES JAMIA	30 S		PATTERSON	18	\$42,700	\$421.09	\$431.62	\$442.41	\$453.47	\$464.80
R72 00602 0085	DARLINGTON TAWNYA L	32 S		PATTERSON	20	\$42,970	\$429.32	\$440.05	\$451.05	\$462.33	\$473.88
R72 00602 0087	GREENING GREGORY S AND JILL A	36 S		PATTERSON	20	\$85,940	\$799.65	\$819.64	\$840.13	\$861.13	\$882.66
R72 00602 0088	JEFFREY T ROBERTS TRUSTEE	38 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00602 0089	FEESER ANDREW V AND THELMA M	40 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00602 0090	PRICE DEBBIE MITCHELL TR	42 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00602 0091	MARTINEK MELISSA ANN AND GINA M BAUSCH	44 S		PATTERSON	18	\$85,740	\$792.02	\$811.83	\$832.12	\$852.92	\$874.25
R72 00602 0092	RHODES BRIAN S	46 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00602 0093	ROBERTS BRIAN J	48 S		PATTERSON	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 00602 0094	CRPENTER MICHAEL R AND NYSSA R	50 S		PATTERSON	41.35	\$85,940	\$862.61	\$884.18	\$906.28	\$928.94	\$952.16
R72 00602 0083	KOBZIK ALEXANDER J AND	28 S		PATTERSON BLVD	18	\$85,410	\$789.18	\$808.91	\$829.13	\$849.86	\$871.11
R72 01501 0001	CITY OF DAYTON			FIFTH STREET	39.59	\$2,620	\$139.34	\$142.82	\$150.05	\$153.81	\$157.80
R72 01501 0002	CITY OF DAYTON		E	FIFTH STREET	39.56	\$3,050	\$142.96	\$146.53	\$150.19	\$153.95	\$157.80
R72 00606 0055	BONNETT GREGORY C AND KEVIN H	511 E		FIFTH	33.67	\$26,250	\$325.53	\$333.67	\$342.01	\$350.56	\$359.33
R72 01401 0002	BONNETT SHIRLEY J ET AL 3	502 E		FIFTH	80	\$61,840	\$768.90	\$788.12	\$807.82	\$828.02	\$848.72
R72 01401 0057	BONNETT SHIRLEY J			JACKSON	39	\$4,040	\$149.84	\$153.58	\$157.42	\$161.36	\$165.39
R72 01401 0013	DOWNNS LLC	524 E		FIFTH	20.72	\$68,540	\$651.81	\$668.11	\$684.81	\$701.93	\$719.48
R72 01401 0061	DOWNNS LLC	522 E		FIFTH	19.27	\$47,190	\$463.53	\$475.12	\$487.00	\$499.17	\$511.65
R72 01401 0001	CICERO ANTHONY R	500 E		FIFTH	154.25	\$61,580	\$985.64	\$1,010.28	\$1,035.54	\$1,061.42	\$1,087.96
R72 01401 0004	CICERO, ANTHONY (CICERO & KOUGHAN, PLL)	118		JACKSON	27	\$7,210	\$141.77	\$145.31	\$148.94	\$152.67	\$156.49
R72 01508 0014	OREGON RENAISSANCE LLC	400 E		FIFTH	156.56	\$99,130	\$1,316.07	\$1,348.97	\$1,382.70	\$1,417.26	\$1,452.70
R72 01508 0017	OREGON RENAISSANCE LLC	400 E		FIFTH	50	\$102,690	\$1,032.48	\$1,058.29	\$1,084.75	\$1,111.87	\$1,139.67

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R72 01508 0018	OREGON RENAISSANCE LLC (PACCHIA BLDG)	16		BROWN	46.75	\$49,480	\$564.31	\$578.42	\$592.88	\$607.70	\$622.90
R72 01508 0012	BE NICE LTD	424 E		FIFTH	51.75	\$70,000	\$755.91	\$774.81	\$794.18	\$814.03	\$834.38
R72 01413 0001	GERMANO-CATANZARO, INC.	816 E		FIFTH	387.92	\$213,800	\$2,986.67	\$3,061.34	\$3,137.87	\$3,216.32	\$3,296.73
R72 01413 0004	GERMANO-CATANZARO, INC.			WAYNE	191.67	\$19,550	\$733.77	\$752.11	\$770.92	\$790.19	\$809.94
R72 00606 0057	GOODWILL INDUSTRIES, INC.	501 E		FIFTH	310.81	\$91,030	\$1,701.18	\$1,743.71	\$1,787.30	\$1,831.99	\$1,877.79
R72 01508 0043	HANDLER RANDY A ETAL (NEWCOMS)	418 E		FIFTH	33.31	\$72,440	\$722.55	\$740.62	\$759.13	\$778.11	\$797.56
R72 00606 0007	J AND M HOLDINGS INC	417 E		FIFTH	66	\$57,420	\$689.52	\$706.75	\$724.42	\$742.53	\$761.10
R72 00606 0008	J & M HOLDINGS INC (NED PEPPERS)	423 E		FIFTH	40	\$22,420	\$311.19	\$318.97	\$326.95	\$335.12	\$343.50
R72 00607 0022	LAFF LTD	321 E		FIFTH	175.15	\$32,940	\$800.45	\$820.46	\$840.97	\$861.99	\$883.54
R72 00607 0034	LAFF LTD	101		PINE	95	\$20,770	\$459.18	\$470.66	\$482.43	\$494.49	\$506.85
R72 00607 0036	LAFF LTD	101		PINE	46.7	\$289,390	\$2,631.80	\$2,697.59	\$2,765.03	\$2,834.16	\$2,905.01
R72 00607 0040	LAFF LTD	101		PINE	0	\$3,290	\$28.35	\$29.06	\$29.79	\$30.53	\$31.30
R72 01508 0013	FRAGMIN GUY J	416 E		FIFTH	18	\$38,470	\$384.63	\$394.25	\$404.11	\$414.21	\$424.56
R72 01508 0042	FRAGMIN GUY J (5TH ST WINE & DELI BLDG)	416 E		FIFTH	17.08	\$4,180	\$86.40	\$88.56	\$90.77	\$93.04	\$95.37
R72 01501 0006	LKW INVESTMENTS LLC (OREGON EXPRESS)	336 E		FIFTH	84.75	\$52,660	\$703.79	\$721.39	\$739.42	\$757.91	\$776.85
R72 01401 0010	M + W INVESTMENTS INC	518 E		FIFTH	41	\$4,710	\$161.51	\$165.55	\$169.69	\$173.93	\$178.28
R72 01508 0002	SCHANAY FAMILY LTD PARTNERSHIP	454 E		FIFTH	67.17	\$22,760	\$394.25	\$404.11	\$414.21	\$424.57	\$435.18
R72 01508 0003	M + W INVESTMENTS	450 E		FIFTH	18.53	\$8,590	\$128.68	\$131.90	\$135.20	\$138.58	\$142.04
R72 01508 0004	M + W INVESTMENTS INC	452 E		FIFTH	18.79	\$7,260	\$117.99	\$120.94	\$123.96	\$127.06	\$130.23
R72 00606 0001	MATA PROPERTIES LLC	401 E		FIFTH	119	\$217,280	\$2,223.56	\$2,279.15	\$2,336.12	\$2,394.53	\$2,454.39
R72 00606 0020	MATA PROPERTIES LLC			GATES	39.5	\$4,580	\$155.97	\$159.87	\$163.86	\$167.96	\$172.16
R72 00606 0021	MATA PROPERTIES LLC	14		GATES	25	\$4,450	\$112.08	\$114.88	\$117.76	\$120.70	\$123.72
R72 00606 0022	MATA PROPERTIES LLC	10		GATES	28	\$4,960	\$125.33	\$128.46	\$131.67	\$134.96	\$138.34
R72 00606 0023	MATA PROPERTIES LLC	6		GATES	32.75	\$17,970	\$251.46	\$257.75	\$264.19	\$270.79	\$277.56
R72 00606 0024	MATA PROPERTIES LLC	2		GATES	20.25	\$7,160	\$121.43	\$124.47	\$127.58	\$130.77	\$134.04
R72 00607 0032	MATA PROPERTIES LLC			FIFTH	66	\$11,990	\$297.98	\$305.43	\$313.07	\$320.90	\$328.92
R72 00607 0033	MATA PROPERTIES LLC	351 E		FIFTH	66	\$11,970	\$297.81	\$305.26	\$312.89	\$320.71	\$328.73
R72 00607 0030	MAUE MIRIAM K	337 E		FIFTH	66	\$18,580	\$354.78	\$363.65	\$372.74	\$382.06	\$391.61
R72 00607 0031	MAUE MIRIAM K	343 E		FIFTH	66	\$29,120	\$445.62	\$456.76	\$468.18	\$479.88	\$491.88
R72 00606 0050	MIDTOWN DEVELOPMENT CORP	601		FIFTH	350.25	\$207,170	\$2,818.44	\$2,888.90	\$2,961.12	\$3,035.15	\$3,111.03
R72 00606 0052	MIDTOWN DEVELOPMENT CORP	517 E		FIFTH	156.17	\$41,720	\$820.14	\$840.64	\$861.66	\$883.20	\$905.28
R72 00606 0053	MID-TOWN DEV CORP	151 E		FIFTH	50.83	\$2,610	\$172.40	\$176.71	\$181.13	\$185.66	\$190.30
R72 00606 0054	MID-TOWN DEV CORP	513 E		FIFTH	31.18	\$5,750	\$141.51	\$145.05	\$148.68	\$152.39	\$156.20
R72 01501 0003	MOJO INVESTMENTS LIMITED (GEM RECORDS)	318 E		FIFTH	203.9	\$78,670	\$1,279.36	\$1,311.34	\$1,344.12	\$1,377.73	\$1,412.17
R72 00606 0005	NEIDERT JOHN P	411 E		FIFTH	79	\$78,770	\$911.86	\$934.65	\$958.02	\$981.97	\$1,006.52
R72 00606 0006	NEIDERT JON P (CANNELL GRAPHICS)			FIFTH	1	\$160	\$4.33	\$4.55	\$4.78	\$4.99	\$5.21
R72 00606 0012	JUHL DESIGNS LTD	431 E		FIFTH	187	\$37,980	\$878.83	\$900.80	\$923.32	\$946.41	\$970.07
R72 01413 0005	RAINMAKER INC. (DUBLIN PUB)	300		WAYNE	344.18	\$167,530	\$2,458.90	\$2,520.37	\$2,583.38	\$2,647.97	\$2,714.17
R72 00606 0009	WJS OF OHIO LLC	427 E		FIFTH	97.5	\$8,100	\$357.36	\$366.29	\$375.45	\$384.84	\$394.46
R72 00606 0010	WJS OF OHIO LLC	429 E		FIFTH	39	\$18,350	\$273.17	\$280.00	\$287.00	\$294.17	\$301.53
R72 01508 0005	WJS OF OHIO LLC	444 E		FIFTH	44.5	\$32,670	\$412.80	\$423.12	\$433.70	\$444.54	\$455.66
R72 01401 0014	SHD ENTERPRISES INC	530 E		FIFTH	111.08	\$52,530	\$780.32	\$799.83	\$819.83	\$840.32	\$861.33
R72 01401 0015	SHD ENTERPRISES INC (TROLLEY STOP)	9		CLAY	54	\$22,780	\$355.58	\$364.47	\$373.59	\$382.93	\$392.50
R72 01508 0001	EASTMAN BRIAN AND AMELIA O DOWD	464 E		FIFTH	68	\$22,360	\$393.25	\$403.09	\$413.16	\$423.49	\$434.08
R72 00607 0025	MENDENHALL HOLDINGS LLC	329 E		FIFTH	44	\$35,650	\$437.01	\$447.94	\$459.13	\$470.61	\$482.38
R72 00607 0027	MENDENHALL HOLDINGS LLC			FIFTH	0	\$1,760	\$15.17	\$15.55	\$15.94	\$16.33	\$16.74
R72 00607 0029	MENDENHALL HOLDINGS LLC			FIFTH	0	\$30,250	\$260.71	\$267.22	\$273.90	\$280.75	\$287.77
R72 01508 0046	MENDENHALL HOLDINGS LLC	430 E		FIFTH	67.7	\$67,800	\$783.99	\$803.59	\$823.68	\$844.27	\$865.38
R72 01401 0008	WALTER LENORA M TRUSTEE	514 E		FIFTH	23.65	\$30,310	\$330.97	\$339.25	\$347.73	\$356.42	\$365.33
R72 01508 0007	COHEN SARA	436 E		FIFTH	56.63	\$61,680	\$698.60	\$716.06	\$733.96	\$752.31	\$771.12
R72 01402 0011	GOLDFLIES STORAGE AND MOVING CO INC	114		VAN BUREN	75	\$13,610	\$338.49	\$346.95	\$355.62	\$364.52	\$373.63
R72 01402 0013	GOLDFLIES STORAGE AND MOVING CO INC	122		VAN BUREN	52	\$35,310	\$457.67	\$469.12	\$480.84	\$492.87	\$505.19
R72 01402 0015	GOLDFLIES STORAGE AND MOVING CO INC			WAYNE	114	\$9,410	\$417.31	\$427.74	\$438.44	\$449.40	\$460.63
R72 01402 0016	GOLDFLIES STORAGE AND MOVING CO INC	415		WAYNE	23	\$4,600	\$107.48	\$110.16	\$112.92	\$115.74	\$118.63
R72 01409 0043	GOLDFLIES STORAGE AND MOVING	530		WAYNE	190	\$36,870	\$878.11	\$900.07	\$922.57	\$945.63	\$969.27
R72 01501 0007	THAI NINE, LLC	11		BROWN	40	\$56,670	\$606.37	\$621.53	\$637.07	\$653.00	\$669.32
R72 01501 0008	THAI NINE, LLC	13		BROWN	185	\$57,180	\$1,038.41	\$1,064.37	\$1,090.98	\$1,118.25	\$1,146.21
R72 01401 0019	CANNASCEND ALTERNATIVE LLC	313		WAYNE	48.75	\$640	\$149.29	\$153.02	\$156.85	\$160.77	\$164.79
R72 01401 0023	CANNASCEND ALTERNATIVE LLC	311		312 WALNUT ST, STE 2	166.64	\$297,570	\$3,056.03	\$3,132.43	\$3,210.74	\$3,291.01	\$3,373.28
R72 01401 0026	CANNASCEND ALTERNATIVE LLC	321		WAYNE	41	\$2,650	\$143.76	\$147.35	\$151.03	\$154.81	\$158.68
R72 01401 0027	CANNASCEND ALTERNATIVE LLC	333		WAYNE	34.73	\$2,560	\$124.49	\$127.60	\$130.79	\$134.06	\$137.41
R72 01401 0035	CANNASCEND ALTERNATIVE LLC	117		VAN BUREN	35.7	\$3,650	\$136.74	\$140.16	\$143.67	\$147.26	\$150.94
R72 01401 0028	CANNASCEND ALTERNATIVE LLC	333		312 WALNUT ST, STE 2	75	\$42,930	\$591.18	\$605.96	\$621.11	\$636.63	\$652.55
R72 01501 0013	WOODS CONSTRUCTION CO	225 E		SIXTH	0	\$131,590	\$1,134.09	\$1,162.44	\$1,191.50	\$1,221.29	\$1,251.82
R72 01501 0017	WOODS CONSTRUCTION CO	301 E		SIXTH	0	\$1,290	\$11.12	\$11.40	\$11.68	\$11.97	\$12.27
R72 01501 0018	WOODS CONSTRUCTION CO	305 E		SIXTH	45.75	\$11,540	\$234.38	\$240.24	\$246.25	\$252.41	\$258.72
R72 01501 0019	WOODS CONSTRUCTION CO	309 E		SIXTH	80	\$12,920	\$347.29	\$355.97	\$364.87	\$373.99	\$383.34
R72 01501 0029	WOODS CONSTRUCTION CO			SIXTH	83.22	\$9,590	\$328.09	\$336.29	\$344.69	\$353.31	\$362.14
R72 01501 0031	WOODS CONSTRUCTION CO (JAYS)			SIXTH	0	\$1,910	\$16.46	\$16.87	\$17.29	\$17.73	\$18.17

Parcel ID	Owner Name	PropertyAddress	PropertyDirection	PropertyStreet	Front Footage	2020 Montgomery County 35% Value for SID Assessment	2021 Estimated Assessment	2022 Estimated Assessment	2023 Estimated Assessment	2024 Estimated Assessment	2025 Estimated Assessment
R72 01403 0029	SHARP KNIFE HOLDINGS LLC	515		WAYNE	436	\$99,260	\$2,141.32	\$2,194.86	\$2,249.73	\$2,305.97	\$2,363.62
R72 01402 0019	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE	431		WAYNE	180	\$67,410	\$1,111.83	\$1,139.62	\$1,168.11	\$1,197.31	\$1,227.25
R72 01402 0022	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE	129		CASS	25	\$4,990	\$116.74	\$119.65	\$122.65	\$125.71	\$128.86
R72 01402 0023	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE	123		CASS	25	\$4,990	\$116.74	\$119.65	\$122.65	\$125.71	\$128.86
R72 01402 0024	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE			CASS	25	\$4,990	\$116.74	\$119.65	\$122.65	\$125.71	\$128.86
R72 01402 0025	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE	115		CASS	50	\$9,070	\$225.63	\$231.27	\$237.05	\$242.98	\$249.05
R72 01402 0026	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE			CASS	26.71	\$4,400	\$116.69	\$119.61	\$122.60	\$125.67	\$128.81
R72 01402 0045	NEFF DARREL K TRUSTEE AND LESLIE D TRUSTEE			WAYNE	25	\$2,300	\$93.55	\$95.89	\$98.29	\$100.75	\$103.27
R72 01409 0044	510 WAYNE HOLDING INC. C/O EDCO SUPPLY	510		WAYNE	270	\$78,790	\$1,475.33	\$1,512.22	\$1,550.02	\$1,588.77	\$1,628.49
R72 01403 0025	COIN & HAMMER LLC	521		WAYNE	72	\$6,380	\$267.33	\$274.01	\$280.86	\$287.89	\$295.08
R72 01403 0026	COIN & HAMMER LLC	521		WAYNE	72	\$49,660	\$640.33	\$656.34	\$672.75	\$689.57	\$706.81
R72 01403 0027	COIN & HAMMER LLC	521		WAYNE	235.8	\$35,740	\$1,003.45	\$1,028.54	\$1,054.25	\$1,080.61	\$1,107.62
R72 00606 0047	F-F INVESTMENT GROUP INC (MATRIX ARCHITECTS)	249		WAYNE	144.2	\$88,660	\$1,189.38	\$1,219.12	\$1,249.60	\$1,280.84	\$1,312.86
R72 00606 0037	GAGEL FREDERIC E AND CATHERINE ANDERSON			WAYNE	54	\$4,450	\$197.61	\$202.55	\$207.61	\$212.80	\$218.12
R72 00606 0038	GAGEL FREDERIC E AND CATHERINE ANDERSON			WAYNE	45	\$3,750	\$165.03	\$169.16	\$173.39	\$177.72	\$182.17
R72 00606 0039	GAGEL FREDERIC E AND CATHERINE ANDERSON			WAYNE	173.07	\$2,890	\$535.33	\$548.71	\$562.43	\$576.49	\$590.91
R72 01409 0048	SCOTT JEFFREY W AND JERRILYN	502		WAYNE	96	\$42,840	\$652.34	\$668.65	\$685.36	\$702.50	\$720.06
R72 01409 0047	508 WAYNE AVENUE DEVELOPMENT GROUP LLC	506		WAYNE	84	\$19,630	\$416.91	\$427.34	\$438.02	\$448.97	\$460.20
R72 01409 0050	MAKILYTICS LLC	436		WAYNE	90	\$62,660	\$805.46	\$825.59	\$846.23	\$867.39	\$889.07
R72 01401 0012	LUCKY'S CREW ENT LLC	520 E		FIFTH	15.67	\$47,030	\$451.54	\$462.82	\$474.40	\$486.25	\$498.41
R72 01508 0021	GONYA, JEFFREY & LESLIE (B	22		BROWN	54	\$61,000	\$684.88	\$702.10	\$719.66	\$737.65	\$756.09
R72 01409 0051	DAYTON THEATRE GUILD (GYM CLUB)	426		WAYNE	335	\$1,430	\$1,000.32	\$1,025.33	\$1,050.96	\$1,077.23	\$1,104.16
R72 01501 0012	DAYTON RESERVES LLC	E		FIFTH STREET	45.52	\$39,010	\$470.45	\$482.21	\$494.27	\$506.62	\$519.29
R72 01501 0035	DAYTON RESERVES LLC	E		FIFTH STREET	0	\$18,290	\$157.63	\$161.57	\$165.61	\$169.75	\$173.99
R72 51336 0001	RGG PROPERTIES LLC	8		CLAY	60.65	\$37,890	\$505.42	\$518.06	\$531.01	\$544.28	\$557.89
R72 51336 0002	RGG PROPERTIES LLC	12		CLAY	60.65	\$43,590	\$554.55	\$568.41	\$582.62	\$597.18	\$612.11
R72 51336 0003	RGG PROPERTIES LLC	16		CLAY	60.65	\$39,120	\$516.02	\$528.92	\$542.14	\$555.70	\$569.59
R72 51336 0004	RGG PROPERTIES LLC	20		CLAY	60.65	\$41,180	\$533.78	\$547.12	\$560.80	\$574.82	\$589.19
R72 51461 0003	FIELDS JILLYNNE	207 E		SIXTH ST 103	14.87	\$37,340	\$365.66	\$374.81	\$384.18	\$393.78	\$403.63
R72 51461 0006	GOTTSCHLICH GREGORY MARK II	207 E		SIXTH ST 106	14.87	\$37,570	\$367.65	\$376.84	\$386.26	\$395.92	\$405.81
R72 51461 0010	DAY ANDREW	207 E		SIXTH ST 204	14.87	\$37,340	\$365.66	\$374.81	\$384.18	\$393.78	\$403.63
R72 51461 0001	FOLKERTH DENNIS	207 E		SIXTH ST 101	14.88	\$32,880	\$327.26	\$335.44	\$343.82	\$352.42	\$361.23
R72 51461 0002	WELCH TANIA M	207 E		SIXTH ST 102	14.87	\$40,150	\$389.88	\$399.63	\$409.62	\$419.86	\$430.36
R72 51461 0004	JOHNSON MILES R	207 E		SIXTH ST 104	14.87	\$37,340	\$365.66	\$374.81	\$384.18	\$393.78	\$403.63
R72 51461 0005	WALLS CLINTON	207 E		SIXTH ST 105	14.87	\$40,150	\$389.88	\$399.63	\$409.62	\$419.86	\$430.36
R72 51461 0007	STUCKY SCOTT E	207 E		SIXTH ST 201	14.87	\$32,880	\$327.23	\$335.41	\$343.79	\$352.39	\$361.20
R72 51461 0008	FORTMAN KATIE L	207 E		SIXTH ST 202	14.87	\$40,150	\$389.88	\$399.63	\$409.62	\$419.86	\$430.36
R72 51461 0009	BRICKER DAVID A AND HAYLEY R	207 E		SIXTH ST 203	14.87	\$37,340	\$365.66	\$374.81	\$384.18	\$393.78	\$403.63
R72 51461 0011	BLEVINS JACLYN P	207 E		SIXTH ST 205	14.87	\$40,150	\$389.88	\$399.63	\$409.62	\$419.86	\$430.36
R72 51461 0012	JASKOLKA MICHAEL H	207 E		SIXTH ST 206	14.87	\$37,570	\$367.65	\$376.84	\$386.26	\$395.92	\$405.81
R72 51461 0013	GUENDULAY-ROMERO BELINDA	207 E		SIXTH ST 301	14.87	\$38,730	\$377.64	\$387.09	\$396.76	\$406.68	\$416.85
R72 51461 0014	THORNBURG VICTOR D	207 E		SIXTH ST 302	14.87	\$42,480	\$409.96	\$420.21	\$430.72	\$441.49	\$452.52
R72 51461 0016	PEARSON WADE A	207 E		SIXTH ST 303	14.87	\$46,000	\$440.30	\$451.31	\$462.59	\$474.15	\$486.01
R72 51461 0017	LACEY JOSEPH E AND ANTHONY S BALLIS	207 E		SIXTH ST 304	14.87	\$43,660	\$420.13	\$430.64	\$441.40	\$452.44	\$463.75
R72 01501 0038	DICKSTEIN SHELLEY J AND GARY G	299 E		6TH ST.	31.61	\$18,400	\$251.80	\$256.10	\$264.55	\$271.16	\$277.94
R72 01501 0039	SWEIGART MICHAEL J AND CHRISTI M	301 E		6TH ST.	30.39	\$18,030	\$245.02	\$251.14	\$257.42	\$263.86	\$270.45
R72 00602 0086	CITY VIEW HOMEOWNERS' ASSOCIATION INC	S		PATTERSON	35	\$0	\$103.22	\$105.80	\$108.45	\$111.16	\$113.94
R72 00602 0095	CITY VIEW HOMEOWNERS' ASSOCIATION INC	S		PATTERSON	46.5	\$0	\$137.14	\$140.57	\$144.08	\$147.68	\$151.38
R72 00604 0031	THE 503 QOZB LLC	E		4TH ST	612.52	\$30,970	\$2,073.38	\$2,125.21	\$2,178.34	\$2,232.80	\$2,288.62
R72 00606 0066	239 WAYNE LLC	239		WAYNE	665.67	\$299,290	\$4,542.61	\$4,656.17	\$4,772.58	\$4,891.89	\$5,014.19
R72 00605 0093	EAST OREGON LOFTS OWNER LLLP			WAYNE AVE	386.5	\$479,360	\$5,271.18	\$5,402.96	\$5,538.03	\$5,676.48	\$5,818.39
R72 00605 0095	OREGON INNOVATION DISTRICT LLC			WALNUT ST	918.25	\$135,660	\$3,877.30	\$3,974.23	\$4,073.59	\$4,175.43	\$4,279.82
R72 00606 0065	239 WAYNE LLC	6		GATES ST	406.5	\$28,250	\$1,442.33	\$1,478.39	\$1,515.35	\$1,553.23	\$1,592.07
R72 00605 0096	OREGON INNOVATION DISTRICT LLC			WAYNE AVE	718.5	\$107,750	\$3,047.65	\$3,123.84	\$3,201.94	\$3,281.99	\$3,364.04
							\$1,600,000	\$1,640,000	\$1,681,000	\$1,723,025	\$1,766,101

MEMORANDUM



June 30, 2020

**TO:** Shelley Dickstein  
City Manager

**FROM:** Barbara J. Doseck *AMB*  
City Attorney

**SUBJECT: Resolutions to Implement the SID Plan and Appoint the Assessment Equalization Board.**

The Downtown Dayton Special Improvement District's ("Downtown SID") 2021-2025 Plan was approved by the City Commission on June 3, 2020.

The Resolution of Necessity identifies the properties to be assessed for improvements and asks the Commission to affirm that the plan is conducive to public health, convenience, and the welfare of downtown Dayton.

The Resolution appointing the Assessment Equalization Board appoints three (3) disinterested freeholders within the City of Dayton to hear the objections of property owners within the Downtown SID's boundaries. The hearing is set for September 1, 2020 at 10:00 AM.

Should you have any questions or concerns, please contact Assistant City Attorney Russell Knowles at x4114.

BJD/rlk

Cc: File

1270<sup>th</sup> Perry St. 10.  
657-20

By: .....

No. ....

**A RESOLUTION**

Appointing an Assessment Equalization Board  
Regarding the Proposed Assessments for the Plan  
for Services Adopted by the Downtown Dayton  
Special Improvement District, Inc., and Approved  
by the City Commission, and Declaring an Emergency.

**WHEREAS**, The Downtown Dayton Special Improvement District, Inc. (“SID”), has recommended a Plan for Services (“Plan”) for a five-year period to provide certain services to the Downtown Dayton area as defined in the Plan; and,

**WHEREAS**, The City Commission has approved the Plan by Resolution No. 6507-20, adopted on June 3, 2020; and,

**WHEREAS**, The Plan calls for the provision of services to be funded by special assessments; and,

**WHEREAS**, Owners of greater than sixty percent (60%) of the front footage of property to be assessed signed the petition asking for this assessment; and,

**WHEREAS**, The City Commission on July 8, 2020, adopted a Resolution of Necessity in Resolution No. \_\_\_\_\_, declaring the necessity to implement the Plan and to assess owners of lots and lands described therein; and,

**WHEREAS**, Objections may be filed regarding these assessments; and,

**WHEREAS**, It is necessary that this Resolution take effect immediately upon its adoption in order to allow the owners immediate opportunity to have a hearing regarding these objections and to meet the necessary timetable to provide the services under the Plan beginning in 2021 and to provide the benefits from the Plan then and for the immediate preservation of the public peace, property, health and safety, now, therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** That Connie Nisonger, Virginia Platt-Gehres, and Cheryl Garrett, three disinterested freeholders of the City of Dayton, are appointed as an Assessment Equalization Board (“Board”) to hear and determine all written objections filed in accordance with law to the estimated assessments filed with the Clerk of the Commission pursuant to Resolution No. \_\_\_\_\_ of this Commission. The Board is directed to equalize such assessments as it deems proper to conform to the standards prescribed by Resolution No. \_\_\_\_\_, and by law.

**Section 2.** That Kery Gray, a disinterested freeholder of the City of Dayton, is appointed as alternate to the Board and shall serve thereon in the event any person appointed to the Board in Section 1 hereof is unable to serve.

**Section 3.** That the Board shall meet beginning at 10 a.m. on September 1, 2020, either in the City Commission Chambers, 2<sup>nd</sup> Floor, City Hall, 101 West Third Street, Dayton, Ohio, or by electronic means, for the purposes aforesaid, and on completion of the hearing and any adjournment shall report its recommendations, including any changes which should be made in the estimated assessment, to this Commission. If the State of Ohio Executive Order 2020-01D Declaring a State of Emergency regarding the COVID-19 pandemic remains in place, then the Board shall meet by electronic means.

**Section 4.** That the Clerk of the Commission is directed to notify, by certified mail, each person who has filed timely written objection to the estimated assessment of the time and place of the hearing before the Assessment Equalization Board.

**Section 5.** That this Commission finds and determines that all formal actions of this Commission concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Commission and that all deliberations of the Commission and of any of its committees that resulted in these formal actions were in meetings open to the public in compliance with the law.

**Section 6.** That for the reasons stated in the final preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

Adopted by the Commission....., 2020

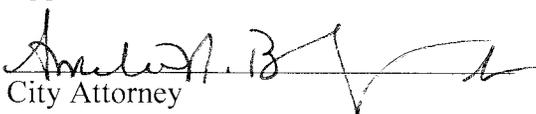
Signed by the Mayor....., 2020

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
City Attorney

MEMORANDUM |  DAYTON

June 30, 2020

**TO:** Shelley Dickstein  
City Manager

**FROM:** Barbara J. Doseck *ABJ*  
City Attorney

**SUBJECT: Resolutions to Implement the SID Plan and Appoint the Assessment Equalization Board.**

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Should you have any questions or concerns, please contact Assistant City Attorney Russell Knowles at x4114.

BJD/rlk

Cc: File

*Pending 4*  
*3:25-00*

BY: .....

NO .....

**AN ORDINANCE**

To Vacate Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986.

**WHEREAS**, The City Commission did on the 22th day of April, 2020, by Resolution No. 6489-20, declare its intention to vacate Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986; and,

**WHEREAS**, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986; be vacated; and,

**WHEREAS**, The City Plan Board has approved said vacation; and,

**WHEREAS**, The vacation of Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986; described herein will enable the abutting property owner to develop this property; and,

**WHEREAS**, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

**BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** That Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986; being more particularly bounded and described in as follows:

Being all of the 50 foot Shaw Avenue from Great Miami Boulevard to the East Property line of City Lot #13986 is hereby vacated.

**Section 2.** The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The street openings at Great Miami Boulevard shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. The applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for the street light on Shaw Avenue.
- D. Vectren shall retain an easement over, under, and through the Shaw Avenue for its existing two inch medium pressure gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.

- E. DP&L shall retain a ten foot easement over, under, and through Shaw Avenue for its existing electric facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.
  
- F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main, eight inch sanitary sewer, and twelve inch storm sewer. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Passed by the Commission ..... ,2020

Signed by the Mayor ..... , 2020

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

MEMORANDUM



June 22, 2020

**TO:** Shelley Dickstein  
City Manager

**FROM:** Keith Steeber, City Engineer  
Division of Civil Engineering

KGS

**SUBJECT:** The Vacation Shaw Avenue from Great Miami Boulevard to the East Property  
Line of City Lot #13986

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action.

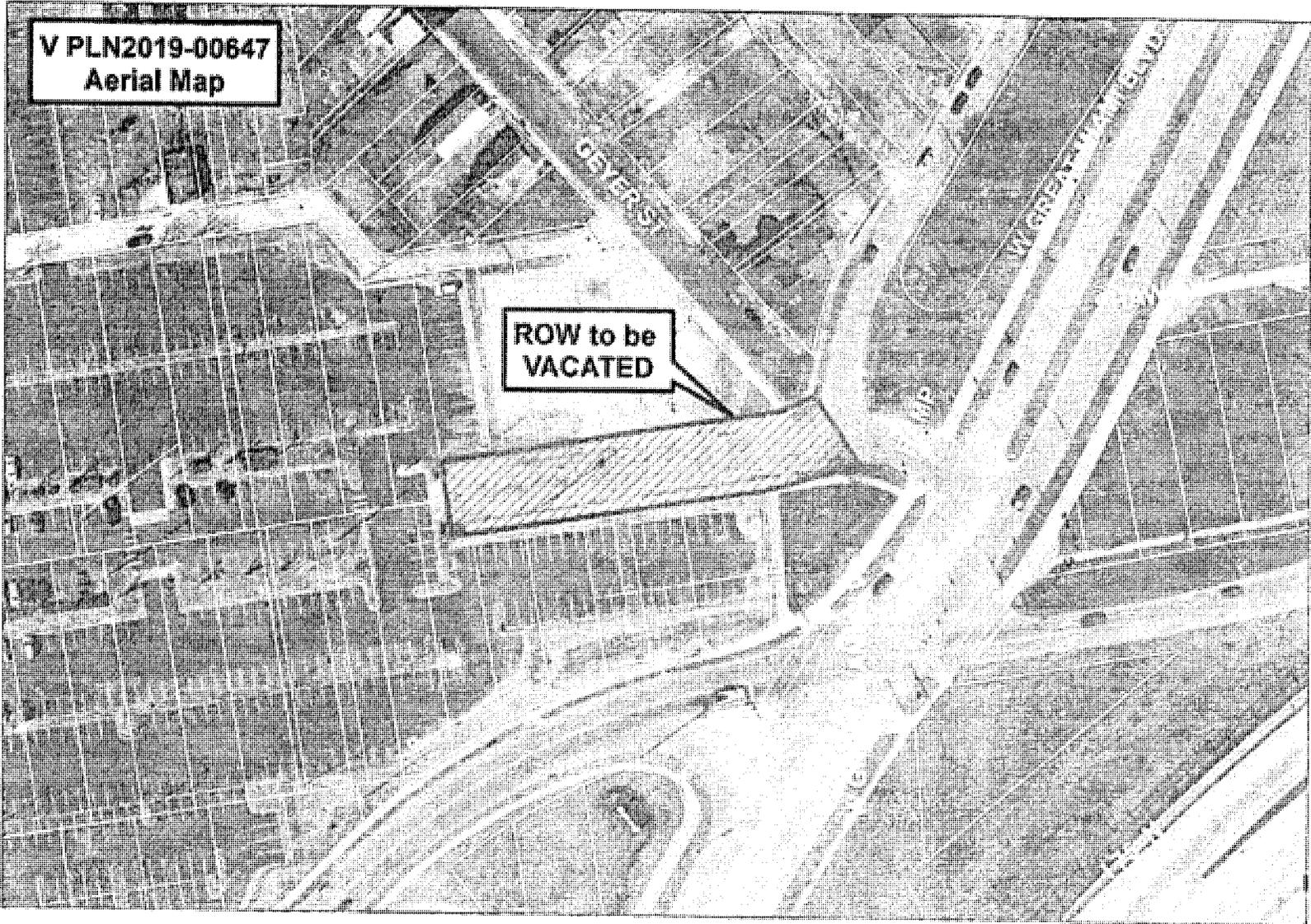
Petition No. 21476 requesting the vacation was received from Michael Tayler of Pinnacle Architects on March 9, 2020. Resolution No. 6489-20 declaring the Commission's intention to vacate was adopted on April 22, 2020. The Board of Revision of Assessments recommended the vacation on June 9, 2020. The vacation will enable the abutting property owners to develop this property.

If you have any additional questions, please contact Joe Weinel at extension 4218.

JRW

Attachments

cc: Ms. Clements  
Mr. Parlette  
Department of Planning  
Department of Law  
Clerk of Commission  
Secretary / Board of Revision of Assessments



VACATION: SHAW AVE  
FROM GREAT MIAMI BLVD TO CITY LOT #13986

12.  
6/13/20

By \_\_\_\_\_

No. \_\_\_\_\_

**A RESOLUTION**

Acknowledging Notification of the Plan Board's  
Decision to Extend the Expiration Date of CitiPlan  
Dayton: The 20/20 Vision to December 31, 2022.

**WHEREAS**, CitiPlan Dayton: The 20/20 Vision ("CitiPlan") serves as the City of Dayton's comprehensive and future land use plan; and

**WHEREAS**, The City Plan Board adopted CitiPlan on March 16, 1999 and the City Commission adopted the Plan on May 5, 1999 by Resolution 5000-99; and

**WHEREAS**, CitiPlan provides an important legal and planning foundation for the City's Zoning Code and Map and other plans and policies; and

**WHEREAS**, CitiPlan will expire on December 31, 2020 unless, as stated in Section 4 of Resolution 5000-99, it is extended by an affirmative action of the City Plan Board and notification to the City Commission; and

**WHEREAS**, Due to COVID-19 and associated issues, an updated/replacement comprehensive and future land use plan will not be in place before December 31, 2020; and

**WHEREAS**, It is therefore necessary to extend the expiration date of CitiPlan until an updated/replacement comprehensive and future land use plan is adopted by the City Plan Board and City Commission; and

**WHEREAS**, On June 9, 2020 in Case PLN2020-00172 the City Plan Board extended the expiration date of CitiPlan to December 31, 2022 and has notified the City Commission of said action; now therefore,

**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** In accordance with the authority granted to the City Plan Board in Resolution 5000-99, the expiration date of CitiPlan Dayton: The 20/20 Vision is extended to December 31, 2022 or until an updated/replacement comprehensive and future land use plan is adopted, whichever comes first.

**Section 2.** The City Commission acknowledges notification by the City Plan Board of this extension.

**Section 3.** The expiration date of CitiPlan may be extended by affirmative action of the City Plan Board and notification to the City Commission and said plan shall remain on file with the Secretary to the City Plan Board.

Passed by the Commission . . . . ., 2020

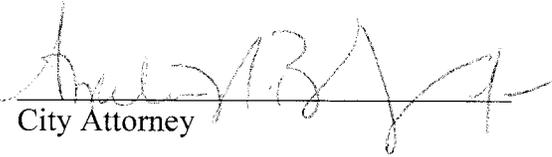
Signed by the Mayor . . . . ., 2020

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

MEMORANDUM



June 24, 2020

**TO:** Rashella Lavender, Clerk of Commission

**FROM:** Ann Schenking, Secretary, City Plan Board

A handwritten signature in black ink, appearing to be "AS", written over the printed name of Ann Schenking.

**SUBJECT: Adoption of Resolution Extending Expiration Date of CitiPlan  
July 8, 2020 City Commission Calendar (Plan Board Case PLN2020-00172)**

I am requesting that a resolution be placed on the July 8, 2020 City Commission calendar to acknowledge notification that the Plan Board extended the expiration date of CitiPlan Dayton: The 20/20 Vision. A second reading and vote on the resolution will be required at the July 15, 2020 City Commission meeting.

CitiPlan is the City of Dayton's combined future land use plan and comprehensive plan. As such it serves as one of the legal foundations for our Zoning Code and other plans and policies. The plan is in effect until December 31, 2020 unless extended by the Plan Board with notification to the City Commission of any extension. Authority to extend CitiPlan was granted to the Plan Board in Resolution 5000-99 which adopted CitiPlan.

Due to COVID-19 and associated issues, an updated comprehensive plan and future land use plan will not be completed and ready for adoption by the end of this year. Therefore the Plan Board unanimously extended the expiration date of CitiPlan to December 31, 2022. This will allow time for an updated comprehensive plan and future land use plan to be adopted and also maintain the legal foundation it provides for our Zoning Code and other plans and policies.

The updated comprehensive plan will be a component plan. Components already completed include the West Dayton Neighborhoods Vision Plan (adopted by Plan Board and City Commission in 2019) and the Northwest Dayton Neighborhoods Vision Plan (adopted by Plan Board in May and to be adopted by City Commission in July). During the next two years, similar vision plans will be completed for the northeast and southeast quadrants of the city. In addition, preliminary work has begun on an updated future land use plan component.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, and the resolution.

If you have any questions, please contact me at ext. 3699.

c: Ms. Dickstein, Mr. Parlette, Ms. Walker, Mr. Kinskey, Mr. Kroeger



# City of Dayton

## City Plan Board

### Summary Minute Record June 9, 2020

#### 1. PLN2020-00172 – Extend Expiration Date of CitiPlan to December 31, 2022

Applicant: Ms. Ann Schenking, Plan Board Secretary  
Department of Planning and Community Development  
101 West Third Street  
Dayton, OH 45402

Priority Land Use Board: Not Applicable

Planning District: Not Applicable

Decision: Extended Expiration Date; City Commission to be Notified

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#### Staff Comments

Ann Schenking presented the staff report. *CitiPlan Dayton: The 20/20 Vision* is the City of Dayton's combined future land use plan and comprehensive plan. As such it serves as one of the legal foundations for our Zoning Code and other plans and policies. The plan is in effect until December 31, 2020 unless extended by the Plan Board.

Due to COVID-19 and associated issues, an updated comprehensive plan and future land use plan will not be completed and ready for adoption by the end of this year. Staff is requesting that the Plan Board extend the expiration date of CitiPlan until an updated comprehensive plan and future land use plan are adopted. This will maintain the legal foundation it provides for our Zoning Code and other plans and policies.

The updated comprehensive plan will be a component plan. Components already completed include the West Dayton Neighborhoods Vision Plan (adopted by Plan Board and City Commission in 2019) and the Northwest Dayton Neighborhoods Vision Plan (adopted by Plan Board last month and to be adopted by City Commission next month). During the next two years, similar vision plans will be completed for the northeast and southeast quadrants of the city. Preliminary work has begun on an updated future land use plan component; that work should be completed in 2021.

Authority to extend CitiPlan was granted to the Plan Board in Resolution 5000-99 which states in Section 3: "Said Plan shall be in effect until December 31, 2020 unless extended by an affirmative action of the City Plan Board and notification to the City Commission."

#### Public Comments

None.

#### Board Discussion

The Plan Board discussed the case. Mr. Scott recommended extending the plan to a specific date – December 31, 2022. Staff said this would not pose a problem. Mr. Sauer asked how differences would be resolved between CitiPlan and the new components of the updated comprehensive plan as they are adopted. Ms. Schenking said staff and the Plan Board would resolve them.

#### Board Action

In accordance with the authority granted to the Plan Board in Resolution 5000-99, Section 3, a motion was made by Mr. Payne, seconded by Ms. Pegues and carried to extend the December 31, 2020 expiration date of CitiPlan Dayton: The 20/20 Vision to December 31, 2022. The extension will allow time for an updated/replacement comprehensive plan and future land use plan to be adopted. The City Commission will be notified of the plan's extension.

Ms. Beverly Pendergast	Absent	Mr. Paul Bradley	Yes
Mr. Richard Wright	Absent	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on July 14, 2020.

Ann Schenking, Secretary  
City Plan Board

June 9, 2020

**CITY PLAN BOARD REPORT  
CASE: PLN2020-00172**

Extend the December 31, 2020 expiration date of *CitiPlan Dayton: The 20/20 Vision* until an updated comprehensive plan and future land use plan are adopted.

**APPLICANT:**

Ann Schenking, Secretary  
City Plan Board  
101 West Third Street  
Dayton, OH 45402

**REQUEST:**

*CitiPlan Dayton: The 20/20 Vision* is the City of Dayton's combined future land use plan and comprehensive plan. As such it serves as one of the legal foundations for our Zoning Code and other plans and policies. The plan is in effect until December 31, 2020 unless extended by the Plan Board.

Due to COVID-19 and associated issues, an updated comprehensive plan and future land use plan will not be completed and ready for adoption by the end of this year. **Staff is requesting that the Plan Board extend the expiration date of CitiPlan until an updated comprehensive plan and future land use plan are adopted.** This will maintain the legal foundation it provides for our Zoning Code and other plans and policies.

The updated comprehensive plan will be a component plan. Components already completed include the West Dayton Neighborhoods Vision Plan (adopted by Plan Board and City Commission in 2019) and the Northwest Dayton Neighborhoods Vision Plan (adopted by Plan Board last month and to be adopted by City Commission next month). During the next two years, similar vision plans will be completed for the northeast and southeast quadrants of the city. Preliminary work has begun on an updated future land use plan component; that work should be completed in 2021.

Authority to extend CitiPlan was granted to the Plan Board in Resolution 5000-99 which states in Section 3: "Said Plan shall be in effect until December 31, 2020 unless extended by an affirmative action of the City Plan Board and notification to the City Commission." A copy of Resolution 5000-99 is attached.

**ALTERNATIVES:**

1. Extend the expiration date of CitiPlan Dayton: The 20/20 Vision until an updated comprehensive plan and future land use plan are adopted.
2. Do not extend the expiration date of CitiPlan Dayton: The 20/20 Vision.

**FUTURE ACTIONS:**

If the Plan Board extends CitiPlan, the City Commission shall be notified.

**Staff Report Prepared by:**

Ann Schenking

**Staff Report Reviewed by:**

Tony Kroeger

By Mr. Lovelace

No. 5000-99

A RESOLUTION

Adopting the Comprehensive Plan Entitled  
CitiPlan Dayton: The 20/20 Vision.

WHEREAS, The City Commission adopted Vision 2003 in June, 1996 which served as the basis and organizational framework for CitiPlan; and

WHEREAS, Committees consisting of over 125 volunteers were established to develop recommendations for the Economic Development, Community Development and Neighborhoods, Open Space and Quality of Life, Downtown, Youth, Education and Human Services, City Services and Land Use vision areas; and

WHEREAS, Over 70 forums and meetings were held with City residents including Dayton youth, the Priority Boards, and the greater Dayton community to discuss issues related to the six vision areas and to review the plan's recommendations; and

WHEREAS, The CitiPlan committees have completed the comprehensive plan for the City of Dayton, called CitiPlan Dayton: The 20/20 Vision; and

WHEREAS, The City Plan Board reviewed and adopted the comprehensive plan on March 16, 1999; and

WHEREAS, The City of Dayton is taking action and committing resources to implement said plan in a timely manner in order to enter the new millennium with a well-founded set of principles to guide decision making in the 21st century; and

WHEREAS, It is necessary that this resolution take effect immediately upon its passage for the immediate preservation of public peace, property, health and safety; now therefore

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. The City shall implement CitiPlan in partnership and collaboration with our citizens, neighborhoods, Priority Boards, institutions, schools, public agencies, business community, Montgomery County, suburban neighbors, and others who are critical to CitiPlan's success.

Section 2. Said Plan will be used by the City Commission and City Administration to set policy direction, establish service priorities (as the basis of the budget process), and act as a guideline for land use and zoning decisions and updates to the City's zoning code.

Section 3. A CitiPlan Implementation Committee is hereby created and the members of the Committee shall be appointed by the City Manager.

Section 4. Said Plan shall be in effect until December 31, 2020 unless extended by an affirmative action by the City Plan Board and notification to the City Commission.

Section 5. The official CitiPlan, including any modifications, shall be on file with the Secretary to the City Plan Board.

Section 6. The City Plan Board may, from time to time, interpret and modify said Plan by notifying the City Commission of said action.

Adopted by the Commission..... *May 5,*....., 1999

Signed by *two Commissioners*..... *May 5,*....., 1999

Attest:

*Charles E. Williams*  
Clerk of the Commission

*Chryshank*  
*Reynolds*  
Two Commissioners of the City of  
Dayton, Ohio.

Approved as to form:

*John A. McAuliffe*  
City Attorney



13

June 5, 2020

P.H. - July 8, 2020  
8:30 A.M.

**TO:** Members of the City Commission

**FROM:** Greg Scott, President  
City Plan Board

CASE No. PLN2020-00066

**SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00066  
Repeal Existing Planned Development PD-84, Retain I-1 Zoning for All  
Property Within the Boundaries of Repealed PD-84, and Rezone Five  
Associated Parcels from EGC to I-1**

**Applicant:** Mr. Larry R. Trimbaugh  
TREI Headquarters  
872 Valley Street  
Dayton, OH 45404

**Description:** Repeal existing Planned Development PD-84 located at 1500 North Keowe Street, retain I-1 zoning for all property within the boundaries of repealed PD-84, and rezone five associated parcels from EGC to I-1 for construction of a wholesale sales and distribution building for 2J Supply.

**Board Action:** Date: May 12, 2020 Decision: Recommended Approval

**Attachments:**  
1. Plan Board Minute Record  
2. Plan Board Case Report  
3. Copy of Ordinance

If you have any questions, please contact Ann Schenking at ext. 3699.

GS/ams

c: Ms. Dickstein, Mr. Parlette, Ms. Clements, Mr. Kinskey, Mr. Kroeger, Mr. Green, Ms. Schenking

MEMORANDUM



June 1, 2020

**TO:** Rashella Lavender, Clerk of Commission  
Office of the City Commission

**FROM:** Ann Schenking, Secretary   
City Plan Board

**SUBJECT:** Advertise Public Hearing for City Plan Board Case PLN2020-00066  
Repeal Existing Planned Development PD-84, Retain I-1 Zoning for All  
Property Within the Boundaries of Repealed PD-84, and Rezone Five  
Associated Parcels from EGC to I-1

**Applicant:** Mr. Larry R. Trimbaugh  
TREI Headquarters  
872 Valley Street  
Dayton, OH 45404

**Description:** Repeal existing Planned Development PD-84 located at 1500 North Keowe Street, retain I-1 zoning for all property within the boundaries of repealed PD-84, and rezone five associated parcels from EGC to I-1 for construction of a wholesale sales and distribution building for 2J Supply.

**Board Action:** Date: May 12, 2020                      Decision: Recommended Approval

**Request:** The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, July 8, 2020 at 8:30 A.M.**

**Advertising:** Advertise Public Hearing on **Friday, June 5, 2020**  
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

**Attachments:** Legal Notice  
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment



**City of Dayton  
Office of the City Commission  
City Hall • 101 West Third Street  
Dayton, Ohio 45402  
(937) 333-3636**

### Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, July 8, 2020 at 8:30 A.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on July 8, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than July 7, 2020 and the decision will be posted on the City of Dayton website at [www.daytonohio.gov](http://www.daytonohio.gov). If you wish to attend, listen to, or speak at the hearing, please contact Ann Schenking in Department of Planning and Community Development at 937-333-3699 or [ann.schenking@daytonohio.gov](mailto:ann.schenking@daytonohio.gov) by 2:00 P.M. on July 7, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment

Case: PLN2020-00066

Repeal existing Planned Development PD-84 located at 1500 North Keowe Street, retain I-1 zoning for all property within the boundaries of repealed PD-84, and rezone five associated parcels from EGC to I-1 for construction of a wholesale sales and distribution building for 2J Supply.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Ann Schenking, contact information above.

By order of the City Commission of the City of Dayton, Ohio.

**RASHELLA LAVENDER, CLERK  
OFFICE OF THE CITY COMMISSION**



# City of Dayton

## City Plan Board

### Summary Minute Record May 12, 2020

**4 PLN2020-00066 – Zoning Map Amendment -- Repeal Planned Development PD-84 located at 1500 North Keowee Street and rezone the following properties located at 1504 Keowee Street, 1496 Keowee Street, and parcels R72 05713 0005, R72 05713 0011, R72 05713 0013, R72 05713 0014, R72 05713 0021, R72 05705 0056 and R72 05705 0049 from EGC to I-1 for wholesale sales and distribution.**

Applicant: Mr. Larry R. Trimbaugh  
TREI Headquarters  
872 Valley Street  
Dayton, OH 45404

Priority Land Use Board: Northeast

Planning District: McCook Field

Decision: Recommended Approval

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Mr. Scott recused himself for this case and Mr. Sauer presided.

#### **Staff Comments**

Jeff Green presented the case. He said staff believed the determinations and findings could be made and recommended approval.

The site is composed of seven parcels totaling 11.348 acres that are proposed, via case PLN2020-00079, to be consolidated into a singular parcel. It should be noted that two of the seven properties are already zoned I-1 with the other five being EGC.

The existing Planned Development (PD-84) was created on March 5, 1997 and only consists of parcel R72 05713 0005 being made up of roughly 4.14 acres. PD-84 principally allows for industrial uses in the I-1 zoning district. Upon the approval of PD-84 the 4.14 acre parcel was to be split off into multiple parcels and sold to individual owners which has not occurred. It should be noted that the development standards stated in PD-84 are largely tied in with the standards of the zoning code in 1997. Since that time, the city has adopted a new zoning code (2006) with amendments to the code happening as needed.

#### **Project Setting:**

To the east, south and, north, the subject site adjoins industrial uses such as manufacturing, storage, and logistics and are zoned I-1. To the west, the subject site borders more service oriented commercial uses (restaurants) such as Legacy Pancake House and Victors Taco Shop and is zoned EGC.

The subject property is the former site of both Chanh's Catering Company, Royal Motel, and ATM-Keowee St Foodbank (formerly a Wendy's), though a large portion of the site has been vacant for several years.

#### **Proposed Use:**

Per the plans submitted, the principal use will be wholesale sales and distribution building for 2J Supply. Wholesale sales and distribution are a permitted use by right in the I-1 zoning district per Schedule 150.340.2 of the Zoning Code. The building will be 61,050 square feet and will include a showroom, offices, and a warehouse. There is to be a dedicated main entrance for the public located on the southwest corner of the building.

Per Schedule 150.340.3, there is no minimum front, side, or rear yard setback. However, there is a maximum front yard setback of 15 feet. Per the proposed plans, the building will be setback 140 feet from the property line. As such a variance by the BZA is required.

**Traffic and Pedestrian Access:**

There are two proposed points of vehicular access – both on Keowee Street. The entrance farthest to the south will be primarily be for the public and employees while the entrance to the north will used only for delivery trucks/semis. While the subject property does adjoin Leo Street, no access has been proposed at this time.

**Off-Street Parking:**

Assuming the rezoning to I-1 is successful, “wholesale sales/distributor” is not adequately defined in the parking standards for industrial districts in relation the amount of space needed. However, Schedule 150.700.7 (noncommercial in commercial districts) does define wholesale sales/distribution as needing one off street parking spot per 1,000 sq. ft. of building area. As the building is roughly 61,050 sq. ft., 62 off-street parking spaces are needed (rounded up). The plan submitted notes 90 off-street spaces. Therefore that amount of proposed spaces meets the minimum requirement of the code.

Section 150.340.5 (D) of the Zoning Code states off-street parking shall only be permitted in the side and rear yard. The proposed plan has a significant amount of parking located in the front of the building. As such, a variance by the BZA is required.

**Loading Spaces:**

Per the plans submitted, nine loading spaces are proposed. This would meet the minimum requirements outlined in Schedule 150.700.12.

Per 150.340.5(H)(2), loading spaces must be placed in the rear of the building. Per the plans submitted, all loading spaces are to be located in the side yard. As such, a variance by the BZA is required.

**Trees and Landscaping:**

The landscaping plan submitted appears to meet the all landscaping and screening requirements outlined in 150.340.8.

**Signage:**

A detailed sign plan has not been submitted. Signage shall comply with all underlying code requirements.

Mr. Green said staff recommends approval of the proposed rezoning and repeal of PD-84. Staff bases this recommendation off the proposed site having inconsistent zoning (lots zoned either EGC or I-1) and further aligning with the surrounding properties.

**Public Comments**

The applicant, Larry R. Trimbaugh, TREI Headquarters, 872 Valley Street, Dayton, OH, and his architect, Mike Twiss, MT Studio, 201 S. Market Street, Troy, OH, answered questions from the Plan Board. Mr. Twiss said the Leo Street entrance would be a construction entrance and street trees would be added along Leo Street. Carl Daugherty, Zoning Administrator, said proposed fencing met Zoning Code requirements.

**Board Discussion**

The Plan Board discussed the case. Mr. Sauer noted the Plan Board’s role was to look at the proposed rezoning only.

**Board Action**

A motion was made by Mr. Payne, seconded by Mr. Bradley and carried to recommend City Commission approval of Case PLN2020-00066 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report.

Ms. Beverly Pendergast	Yes	Mr. Paul Bradley	Yes
Mr. Richard Wright	Absent, arrived later	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Recused self
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on June 9, 2020.

Ann Schenking, Secretary  
City Plan Board

**CITY PLAN BOARD REPORT**  
**PLN2020-00066 – TREI DAYTON HEADQUARTERS PROPOSED REZONING/REPEAL PD-84**  
**May 12, 2020**

**REQUEST/ DESCRIPTION:**

A request to repeal Planned Development PD-84 located at 1500 North Keowee Street and rezone the following properties located at 1504 Keowee Street, 1496 Keowee Street, and parcels: R72 05713 0005, R72 05713 0011, R72 05713 0013, R72 05713 0014, R72 05713 0021, R72 05705 0056 and R72 05705 0049; from EGC to I-1 for wholesale sales and distribution.

**Applicant:**

TREI Dayton Headquarters LLC  
872 Valley Street  
Dayton, OH 45404

**Property Owner:**

TREI Dayton Headquarters LLC  
872 Valley Street  
Dayton, OH 45404

Roy & Linda Smith  
P.O. Box 1201  
Dayton, OH 45401

**Land Use Committee:** Northeast

**Neighborhood:** McCook Field

**Board Authority:**

150.125.1 Authority for Amendments

The regulations imposed and the districts created under this Zoning Code may be amended from time to time by ordinance duly enacted by the City Commission. No such amendment shall be adopted except in accordance with the procedure specified in sub-sections 150.125.2 to 150.125.11, inclusive, of this Zoning Code. (Ord. 30515-05, passed 12-28-05)

**Applicable Plans and Policies:**

Zoning Code (2006)

CitiPlan 20/20 (1999)

CitiPlan 20/20 Revised Land Use Principles (2007)

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**CURRENT CONDITIONS**

**Existing Land Use:** Vacant land

**Existing Zoning:** EGC/I-1 (PD-84)

**STAFF ANALYSIS**

**Case Background:**

The applicant requests to repeal PD-84 (existing) and the properties rezoned from EGC (Eclectic General Commercial) to I-1 (Light Industrial). The I-1 zoning classification will accommodate the proposed use of wholesale sales and distribution while housing a 61,050 square foot building located on the proposed site.

The site is composed of seven parcels totaling 11.348 acres that are proposed, via case PLN2020-00079, to be consolidated into a singular parcel. It should be noted that two of the seven properties are already zoned I-1 with the other five being EGC.

The existing Planned Development (PD-84) was created on March 5, 1997 and only consists of parcel R72 05713 0005 being made up of roughly 4.14 acres. PD-84 principally allows for industrial uses in the I-1 zoning district. Upon the approval of PD-84 the 4.14 acre parcel was to be split off into multiple parcels and sold to individual owners which has not occurred. It should be noted that the development standards stated in PD-84 are largely tied in with the standards of the zoning code in 1997. Since that time, the city has adopted a new zoning code (2006) with amendments to the code happening as needed.

**Project Setting:**

To the east, south and, north, the subject site adjoins industrial uses such as manufacturing, storage, and logistics and are zoned I-1. To the west, the subject site borders more service oriented commercial uses (restaurants) such as Legacy Pancake House and Victors Taco Shop and is zoned EGC.

The subject property is the former site of both Chanh's Catering Company, Royal Motel, and ATM-Keowee St Foodbank (formerly a Wendy's), though a large portion of the site has been vacant for several years.

**Proposed Use:**

Per the plans submitted, the principal use will be wholesale sales and distribution building for 2J Supply. Wholesale sales and distribution are a permitted use by right in the I-1 zoning district per 150.340.2 of the Zoning Code. The building will be 61,050 square feet and will include a showroom, offices, and a warehouse. There is to be a dedicated main entrance for the public located on the southwest corner of the building.

Per Schedule 150.340.3, there is no minimum front, side, or rear yard setback. However, there is a maximum front yard setback of 15 feet. Per the proposed plans, the building will be setback 140 feet from the property line. As such a variance from the BZA is required.

**Traffic and Pedestrian Access:**

There are two proposed points of vehicular access – both on Keowee Street. The entrance furthest to the south will be primarily be for the public and employees while the entrance to the north will used only for delivery trucks/semis. While the subject property does adjoin Leo Street, no access has been proposed at this time.

**Off-Street Parking:**

Assuming the rezoning to I-1 is successful, “wholesale sales/distribution” is not adequately defined in the parking standards for industrial districts in relation the amount of space needed. However, Schedule 150.700.7 (noncommercial in commercial districts) does define wholesale sales/distribution as needing one off street parking spot per 1,000 sq. ft. of building area. As the building is roughly 61,050 sq. ft., 62 off-street parking spaces are needed (rounded up). The plan submitted notes 90 off-street spaces. Therefore that amount of proposed spaces meets the minimum requirement of the code.

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**Loading Spaces:**

Per the plans submitted, nine loading spaces are proposed. This would meet the minimum requirements outlined in Schedule 150.700.12.

Per 150.340.5(H)(2), loading spaces must be placed in the rear of the building. Per the plans submitted, all loading spaces are to be located in the side yard. As such, a variance from the BZA is required.

**Trees and Landscaping:**

The landscaping plan submitted appears to meet the all landscaping and screening requirements outlined in 150.340.8.

**Signage:**

A detailed sign plan has not been submitted. Signage shall comply with all underlying code requirements.

**STAFF RECOMMENDATION**

Staff recommends that the Plan Board recommend City Commission **APPROVAL** of the proposed rezoning and repeal of PD-84.

Staff bases this recommendation off the proposed site having inconsistent zoning (lots zoned either EGC or I-1) and further aligning with the surrounding properties.

**150.125.7 Amendments to Change Zoning Districts or Zoning Classifications of Properties**

(A) When a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider whether:

(1) The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.

**This zoning map amendment would fulfill the objectives related to the Comprehensive Plan. It would allow for redevelopment of a vacant site and it would apply a high design standard.**

(2) The change in classification would be consistent with the intent and purpose of this Zoning Code. **The proposed amendment complies with the code by allowing site redevelopment in a way that will improve the area and not create any external hardship or detriment.**

(3) The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.

**The proposed site houses a demolished motel, two vacant restaurants (which will be demolished if approved) and roughly 7 acres of land that has sat vacant for at least two decades. Furthermore, PD-84 failed to provide any form of development or change to the status of the land after it was approved.**

(4) The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.

**Staff believes that the use will be compatible with surrounding properties.**

(5) The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.

**No adverse environmental or health impacts in terms of noise, air, light or water quality standards are foreseen with the proposed use.**

(6) Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.

**Adequate public infrastructure exists to facilitate the proposed use.**

(7) The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.

**The proposed site is unique for the area given the amount of vacant land that exists within the proposed site. No other vacant site with the I-1 zoning district (and with a similar amount of land) is within the same area and open for redevelopment.**

(8) The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property. (Ord. 30515-05, passed 12-28-05)

**While no errors are present in the application of this Zoning Code, the proposed amendment will update the regulations to reflect the most current version of the zoning code in regards to some of the standards listed in PD-84.**

**ALTERNATIVES**

1. Recommend City Commission approval of the Zoning Map Amendment application as submitted based on the Plan Board’s ability to make the findings in R.C.G.O. §150.125.7 as outlined in this staff report.
2. Recommend City Commission approval of a modified Zoning Map Amendment application based on the Plan Board’s ability to make the findings in R.C.G.O. §150.125.7.
3. Recommend City Commission disapproval of the Zoning Map Amendment application based on the Board’s inability to make the findings under R.C.G.O. §150.125.7.

**FUTURE ACTIONS**

If supported by the Plan Board, the proposed zoning map amendment would go to City Commission.

**Staff Report Prepared by:**

Jeff Green



**ZONING MAP AMENDMENT APPLICATION  
CITY OF DAYTON, OHIO**

**A. Name of Applicant** TREI Dayton Headquarters LLC  
 Mailing Address 872 Valley St  
 City Dayton State OH Zip Code 45404  
 Daytime Phone Number ( 937 ) 603-8681 Fax Number ( 937 ) 223-0812  
 Email Address larryt@2-jsupply.com

**Name of Property Owner (If Different from Applicant)** \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Daytime Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_ Fax Number ( \_\_\_\_\_ ) \_\_\_\_\_

**B. Description of Property to be Rezoned**  
 Address of Property 1504, 1496 Keowee Street  
 City of Dayton Lot Number(s) LOT 64585, LOT 84737, LOT 84738  
 Parcel I.D. Number(s) R72-05713-0005, R72-05713-0011, R72-05713-0014, R72-0513-0013,  
R72-05713-0021, R72-05705-0056, R72-05705-0049  
 Size of Parcel(s) to be Rezoned in Acres: 11.348  
 Existing Zoning for Property I-1, EGC Proposed Zoning for Property I-1  
 Existing Use of Property light industry and restaurant  
 Proposed Use of Property Wholesale sales and distribution

Reason Zoning Change is Needed  
Multiple lots with inconsistent zoning.

Interest of Applicant Fee Simple Owner

**C. Required Attachments**

Vicinity Map (see instructions for format)

List of Property Owners (see instructions for format)

Site Plan (see instructions for format)

Mailing Labels (see instructions for format)

**D. Authorization to Visit the Property**

Site visits to the property by City representatives are essential to process this application. By signing below, the owner/applicant authorizes City representatives to visit and photograph the property described in this application.

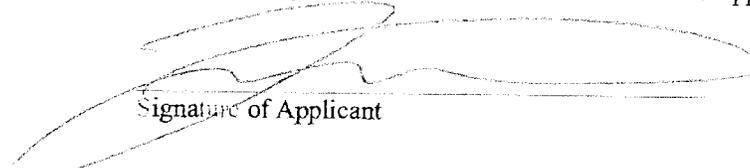
**E. Property Owner's Signature (If Different from Applicant)**

Signature of Property Owner \_\_\_\_\_ Date 3-12-2020

Larry R. Trimbach  
Printed Signature of Property Owner

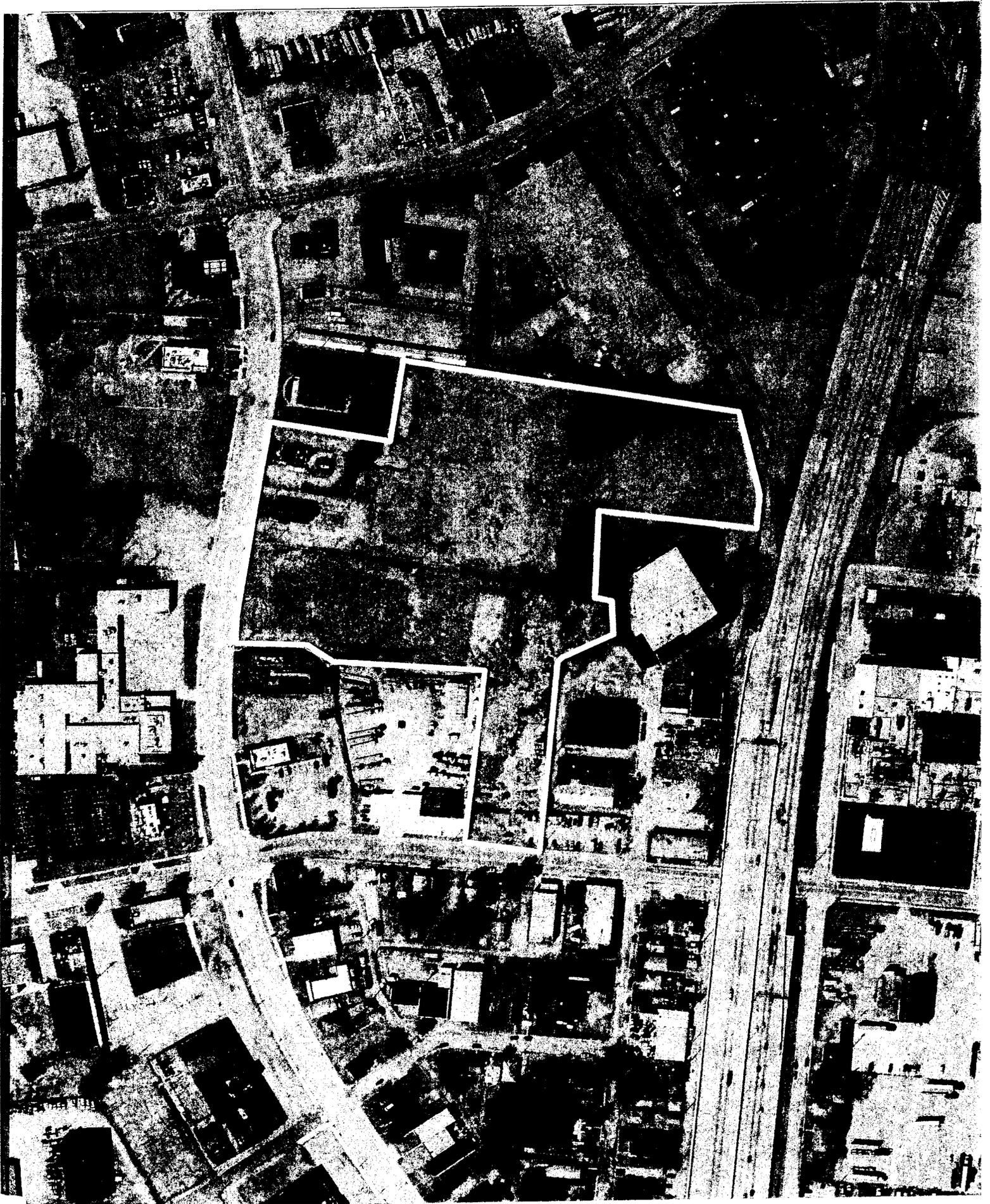
**F. Certification and Applicant's Signature**

I hereby certify that the information contained in this application and all attachments is true and correct.

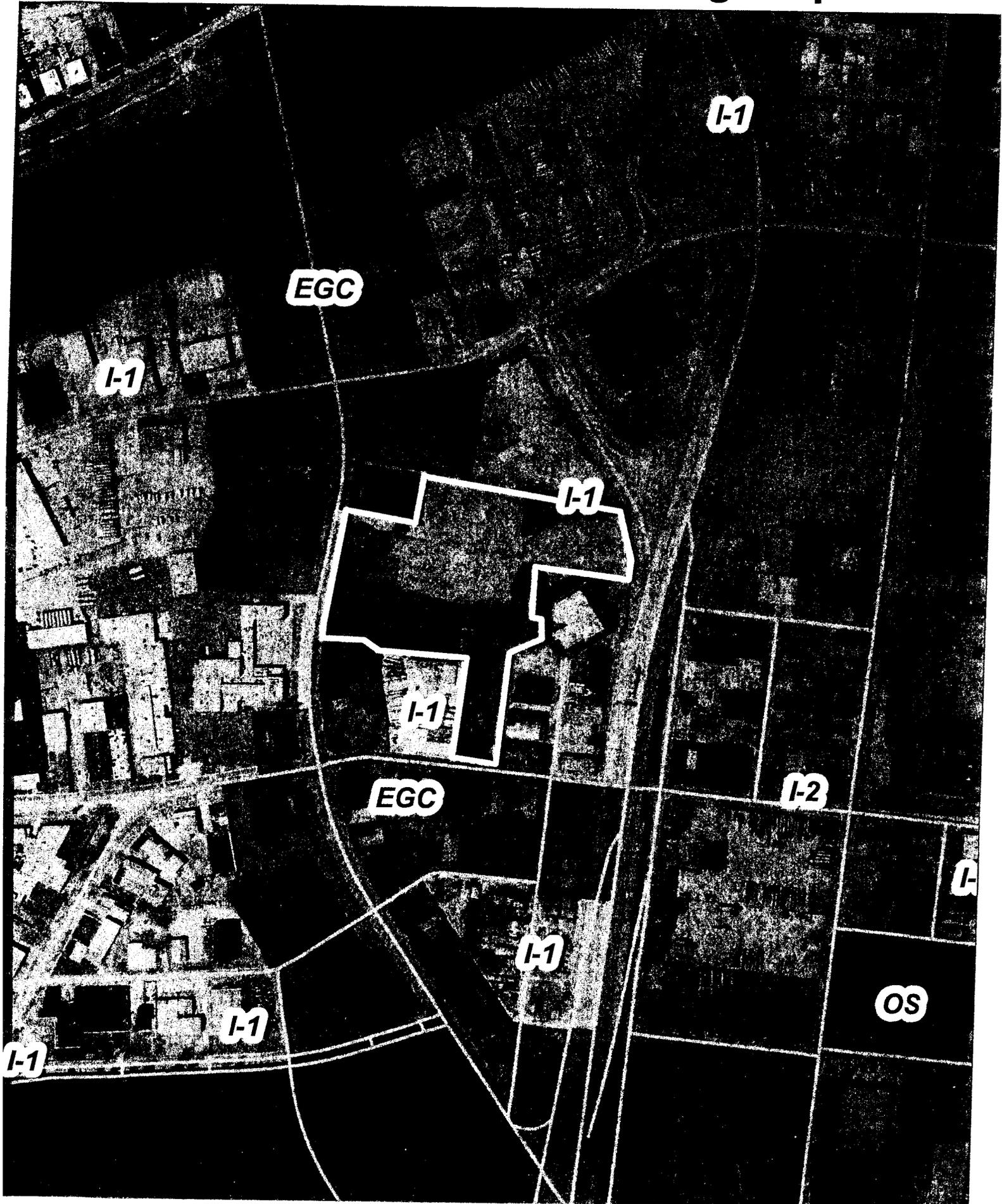
  
Signature of Applicant \_\_\_\_\_ Date 3-12-2020

Larry R. Trimbach  
Printed Signature of Applicant

# PLN2020 - 00066; Aerial View



# PLN2020 - 00066; Zoning Map







710 S. Market St.  
Troy, OH 45373  
937.580.9367  
mtraw@mtstudio.com

NOT FOR CONSTRUCTION



ONE STOP FOR ALL YOUR LANDSCAPE DESIGN NEEDS  
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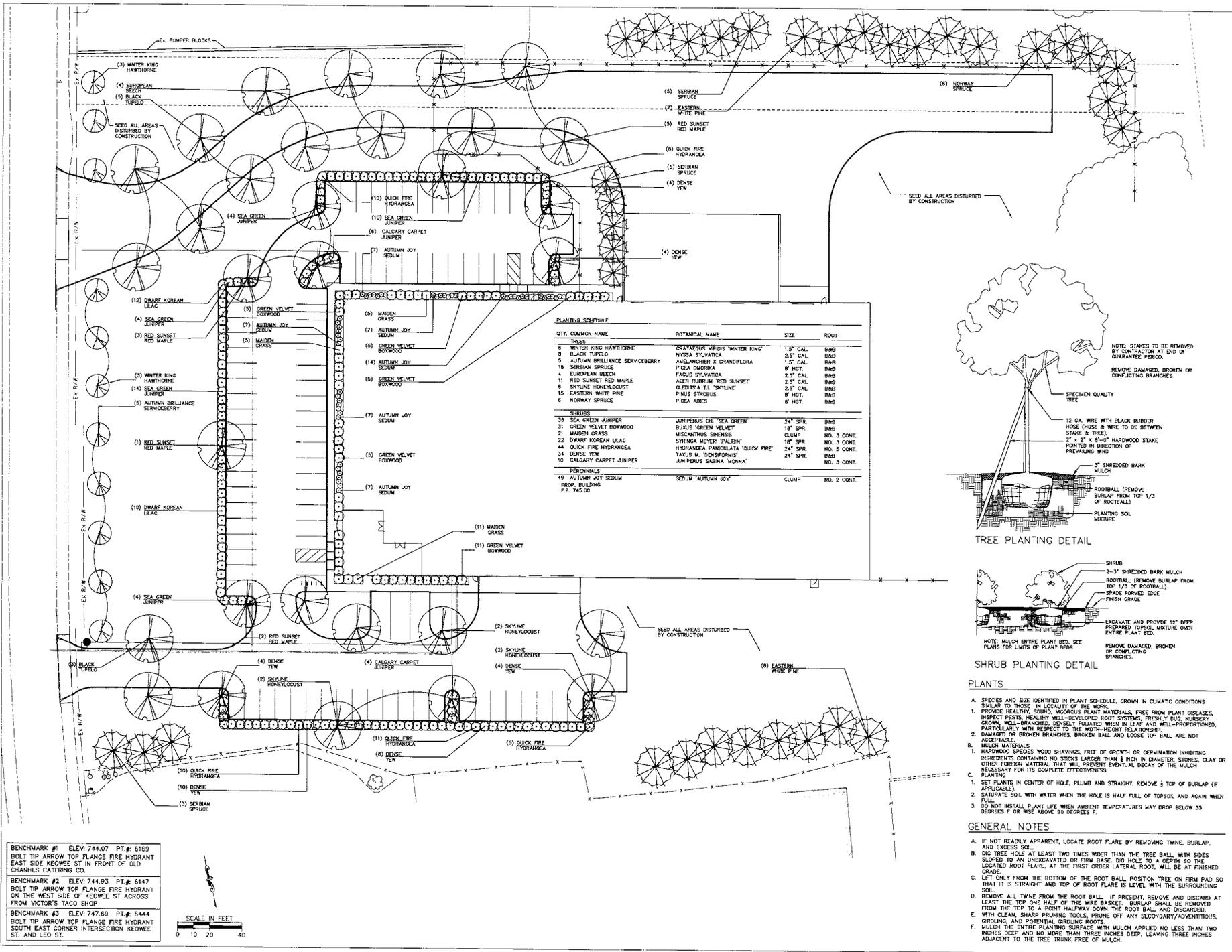
NEW BUILDING FOR  
2J SUPPLY  
DAYTON, OH

MT STUDIO PROJECT NUMBER 15005

DATE	BY

LANDSCAPE PLAN

C-206



BENCHMARK #1 ELEV. 744.07 PT# 6169  
BOLT TIP ARROW TOP FLANGE FIRE HYDRANT  
EAST SIDE KEOWEE ST IN FRONT OF OLD  
CHANNELS CATERING CO

BENCHMARK #2 ELEV. 744.93 PT# 6147  
BOLT TIP ARROW TOP FLANGE FIRE HYDRANT  
ON THE WEST SIDE OF KEOWEE ST ACROSS  
FROM VICTOR'S TACO SHOP

BENCHMARK #3 ELEV. 747.69 PT# 6444  
BOLT TIP ARROW TOP FLANGE FIRE HYDRANT  
SOUTH EAST CORNER INTERSECTION KEOWEE  
ST. AND LED ST.

SCALE IN FEET  
0 10 20 40

EMERGENCY MEASURE  
1 Reading, 2 Separate Meetings \_\_\_\_\_  
2 Readings at One Meeting  \_\_\_\_\_

By .....

No .....

**AN ORDINANCE**

Amending the Official Zoning Map to Repeal Existing  
Planned Development PD-84, Retain I-1 Zoning for All  
Property Within the Boundaries of Repealed PD-84,  
Rezone Five Associated Parcels from EGC to I-1; and  
Declaring an Emergency.

**WHEREAS**, An applicant has requested that existing Planned Development PD-84 is repealed, that I-1 Light Industrial zoning is retained for the property within the boundaries of repealed PD-84, and that five associated parcels are rezoned from EGC General Eclectic Commercial to I-1 Light Industrial; and

**WHEREAS**, This zoning action is necessary to facilitate the construction of a wholesale sales and distribution facility and other uses associated with the facility; and

**WHEREAS**, The Plan Board, on May 12, 2020 in Case PLN2020-00066 recommended approval of the applicant's request; and

**WHEREAS**, To allow work to begin on this development as soon as possible and to provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

**BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** That Ordinance 29349-97, approved by the City Commission on March 5, 1997 pertaining to Planned Development PD-84 is hereby repealed.

**Section 2.** That I-1 Light Industrial zoning is retained for the property within the boundaries of repealed PD-84 which has a Parcel Identification Number of R72 05713 0005. In addition, five associated parcels are rezoned from EGC General Eclectic Commercial to I-1 Light Industrial. The Parcel Identification Numbers of the five parcels are R72 205713 0013, 0014, and 0021, and R72 05705 0049 and 0056. The City's official zoning map shall be redrawn to reflect the aforementioned zoning changes.

**Section 3.** For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission ....., 2020

Signed by the Mayor ....., 2020

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

\_\_\_\_\_  
City Attorney LFB



14.

June 5, 2020

P.H. - July 8, 2020  
8:30 A.M.

**TO:** Members of the City Commission

**FROM:** Greg Scott, President  
City Plan Board

CASE No: PLN2019-00612

**SUBJECT:** Transmittal of Report for City Plan Board Case PLN2019-00612  
Remove the Pedestrian Oriented Design Designated Streets from the Zoning Map

**Applicant:** Ms. Ann Schenking for City Plan Board  
City of Dayton  
101 West Third Street  
Dayton, OH 45402

**Description:** Remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map. POD designated streets were located in the CBD Central Business District and UBD Urban Business District and had particular design principles that applied to them. Zoning Code text amendments approved in May 2019 repealed the Zoning Code regulations for the PODs and enacted regulations that applied the POD design principles to the entire CBD and UBD. Since the POD-1 and POD-2 regulations have been removed from the Zoning Code, there is no reason to show the POD designated streets on the Zoning Map.

**Board Action:** Date: December 11, 2019 Decision: Recommended Approval

**Attachments:**  
1. Plan Board Minute Record  
2. Plan Board Case Report  
3. Copy of Ordinance

If you have any questions, please contact Ann Schenking at ext. 3699.

GS/ams

c: Ms. Dickstein, Mr. Parlette, Ms. Clements, Mr. Kinskey, Mr. Kroeger, Ms. Schenking

MEMORANDUM



June 1, 2020

**TO:** Rashella Lavender, Clerk of Commission  
Office of the City Commission

**FROM:** Ann Schenking, Secretary   
City Plan Board

**SUBJECT:** Advertise Public Hearing for City Plan Board Case PLN2019-00612  
Remove the Pedestrian Oriented Design Designated Streets from the Zoning Map

**Applicant:** Ms. Ann Schenking for City Plan Board  
City of Dayton  
101 West Third Street  
Dayton, OH 45402

**Description:** The proposed Zoning Map Amendment would remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map. The POD-1 and POD-2 regulations have been removed from the Zoning Code so there is no reason to show the POD designated streets on the Zoning Map.

**Board Action:** Date: December 11, 2019 Decision: Recommended Approval

**Request:** The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, July 8, 2020.**

**Advertising:** Advertise Public Hearing on **Friday, June 5, 2020.**  
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published or earlier.

**Attachments:** Legal Notice  
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment



**City of Dayton  
Office of the City Commission  
City Hall • 101 West Third Street  
Dayton, Ohio 45402  
(937) 333-3636**

### Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, July 8, 2020 at 8:30 A.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on July 8, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than July 7, 2020 and the decision will be posted on the City of Dayton website at [www.daytonohio.gov](http://www.daytonohio.gov). If you wish to attend, listen to, or speak at the hearing, please contact Ann Schenking in Department of Planning and Community Development at 937-333-3699 or [ann.schenking@daytonohio.gov](mailto:ann.schenking@daytonohio.gov) by 2:00 P.M. on July 7, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment

Case: PLN2019-00612

Remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map. The POD-1 and POD-2 regulations have been removed from the Zoning Code so there is no reason to show the POD designated streets on the Zoning Map.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Ann Schenking in the Department of Planning and Community Development at 937-333-3699 or [ann.schenking@daytonohio.gov](mailto:ann.schenking@daytonohio.gov).

RASHELLA LAVENDER, CLERK  
OFFICE OF THE CITY COMMISSION



# City of Dayton

## City Plan Board

### Summary Minute Record December 10, 2019

#### 4. PLN2019-00612 – Zoning Map Amendment — Remove the Pedestrian Oriented Design POD-1 and POD-2 Designated Streets from the Zoning Map.

Applicant: Ms. Ann Schenking for City Plan Board  
Department of Planning and Community Development  
101 West Third Street  
Dayton, OH 45402

Priority Land Use Board: Downtown      Planning District: CBD and UBD  
Decision: Recommended Approval

---

#### Staff Comments

At the Plan Board's March 12, 2019 meeting, the Plan Board agreed to initiate a case to remove the POD designated streets from the Zoning Map.

Ann Schenking presented the case. She said staff believed the determinations and findings could be made and recommended approval.

This Zoning Map amendment will remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map. POD-1 and POD-2 designated streets were located in the CBD Central Business District and UBD Urban Business District and had particular design principles that applied to them via a zoning overlay. Zoning Code text amendments supported by the Plan Board and approved by the City Commission on May 29, 2019 repealed the Zoning Code regulations for the POD-1 and POD-2 and enacted regulations that applied the POD-1 and POD-2 design principles to the entire CBD and UBD, not just POD designated streets. Since the POD-1 and POD-2 regulations have been removed from the Zoning Code, there is no reason to show the POD streets on the Zoning Map. To avoid confusion, staff believes the Zoning Map should be amended to remove these now irrelevant areas.

#### Public Comments

None.

#### Board Discussion

Mr. Scott noted that design standards have been elevated for all properties within the CBD and UBD zoning districts with the Zoning Code text amendments approved in May.

#### Board Action

A motion was made by Mr. Payne, seconded by Ms. Pendergast, and carried to recommend City Commission approval of Case PLN2019-00612 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report.

Ms. Beverly Pendergast	Yes	Mr. Paul Bradley	Absent
Mr. Richard Wright	Yes	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on January 14, 2020.

A handwritten signature in cursive script that reads "Ann Schenking". The signature is written in black ink and is positioned above the typed name.

Ann Schenking, Secretary  
City Plan Board

March 12, 2019

**CITY PLAN BOARD REPORT  
CASE: PLN2019-00612**

Zoning Map Amendment to remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map.

**BACKGROUND**

**Applicant:**

Ann Schenking, Secretary  
City Plan Board  
101 West Third Street  
Dayton, OH 45402

Priority Land Use Board: Downtown

Planning Districts: Downtown & Webster  
Station

**Board Authority:**

R.C.G.O. §150.125.1 – §150.125.11 City Plan Board actions for amendments to the Official Zoning Map

**Applicable Plans and Policies:**

CitiPlan 20/20 (1999)  
City of Dayton Zoning Code (2006)

**Agencies and Groups Contacted:**

Downtown Dayton Partnership  
Downtown Priority Land Use Board  
City of Dayton Department of Economic Development

---

**CURRENT CONDITIONS**

**Zoning and Existing and Surrounding Land Uses:**

Pedestrian Oriented Design POD-1 and POD-2 designated streets were located in the CBD Central Business District and the UBD Urban Business District. The CBD and UBD consist of a variety of land uses: office, commercial, residential, institutional, warehousing, recreational, and more.

**AUTHORITY**

**150.125.1 Authority for Amendments**

The regulations imposed and the districts created under this Zoning Code may be amended from time to time by ordinance duly enacted by the City Commission. No such amendment shall be adopted except in accordance with the procedure specified in sub-sections 150.125.2 to 150.125.11, inclusive, of this Zoning Code.

**STAFF ANALYSIS**

At the Plan Board's March 12, 2019 meeting, the Plan Board agreed to initiate a case to remove the POD designated streets from the Zoning Map.

This Zoning Map amendment will remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map. POD-1 and POD-2 designated streets were located in the CBD Central Business District and UBD Urban Business District and had particular design principles that applied to them via a zoning overlay. Zoning Code text amendments supported by the Plan Board and approved by the City Commission on May 29, 2019 repealed the Zoning Code regulations for the POD-1 and POD-2 and enacted regulations that applied the POD-1 and POD-2 design principles to the entire CBD and UBD, not just POD designated streets. Since the POD-1 and POD-2 regulations have been removed from the Zoning Code, there is no reason to show the POD streets on the Zoning Map. To avoid confusion, staff believes the Zoning Map should be amended to remove these now irrelevant areas.

**Planning staff believes the determinations and findings can be made and recommends approval of the request to remove the Pedestrian Oriented Design POD-1 and POD-2 designated streets from the Zoning Map.**

---

**REVIEW OF FINDINGS**

**R.C.G.O. §150.125.7 Amendments to Change Zoning Districts or Zoning Classification of Properties**

- 1. The change in classification would be consistent with the Comprehensive Plan of the City or other plans and policies.**

Yes. The comprehensive plan (CitiPlan 20/20) called for updates to the "City of Dayton's Zoning Code so it more effectively supports the current and future needs of Dayton's residents, neighborhoods and businesses."

As a result of Zoning Code text amendments approved in May, the POD design principles have been applied to the entire CBD and UBD, not just POD-1 and POD-2 designated streets, thereby raising the design bar for applicable uses in the CBD and

UBD. Over time this will assist in the making our CBD and UBD one that meets the expectations of the CBD and UBD that are contained in the Greater Downtown Dayton Plan, a component of our comprehensive plan.

**2. The change in classification would be consistent with the intent and purpose of this Zoning Code.**

Yes. One of the purposes listed in the Zoning Code for the Downtown Districts (CBD and UBD) is “To reflect and reinforce the existing and desired high-density, pedestrian-scaled development pattern while accommodating the need for future growth.” The specific purposes of the CBD and UBD reference design standards.

By applying the POD-1 and POD-2 design principles to the entire CBD and UBD, not just POD designated streets, the Zoning Code is supporting the purposes of the downtown zoning districts.

**3. The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.**

Yes. Zoning Code text amendments supported by the Plan Board and approved by the City Commission on May 29, 2019 repealed the Zoning Code regulations for the POD-1 and POD-2. Since the POD regulations have been removed from the Zoning Code, there is no reason to show the POD areas on the Zoning Map.

**4. The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.**

This is not applicable. The PODs were a zoning overlay. Removal of these areas from the Zoning Map will not affect uses allowed on property zoned either CBD or UBD.

**5. The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.**

This is not applicable. The PODs were a zoning overlay. Removal of these areas from the Zoning Map will not affect uses allowed on property zoned either CBD or UBD.

**6. Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.**

This is not applicable. The PODs were a zoning overlay. Removal of these areas from the Zoning Map will not affect uses allowed on property zoned either CBD or UBD.

7. **The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.**

This does not apply. Removal of the POD areas from the Zoning Map will not affect the amount of property zoned CBD or UBD.

8. **The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property.**

This does not apply.

#### **ALTERNATIVES**

1. Recommend approval of the Zoning Map Amendment application based the findings under R.C.G.O. §150.125.7(1-8) as outlined in the staff report.
2. Modify the Zoning Map Amendment application based on R.C.G.O. §150.125.7(1-8) and recommend City Commission approval of the modified amendment.
3. Recommend denial of the Zoning Map Amendment application based on the Board's inability to make the findings under R.C.G.O. §150.125.7(1-8).

#### **FUTURE ACTIONS**

If the Plan Board recommends approval of the proposed zoning map amendments, the request will be forwarded on to the City Commission for public hearing.

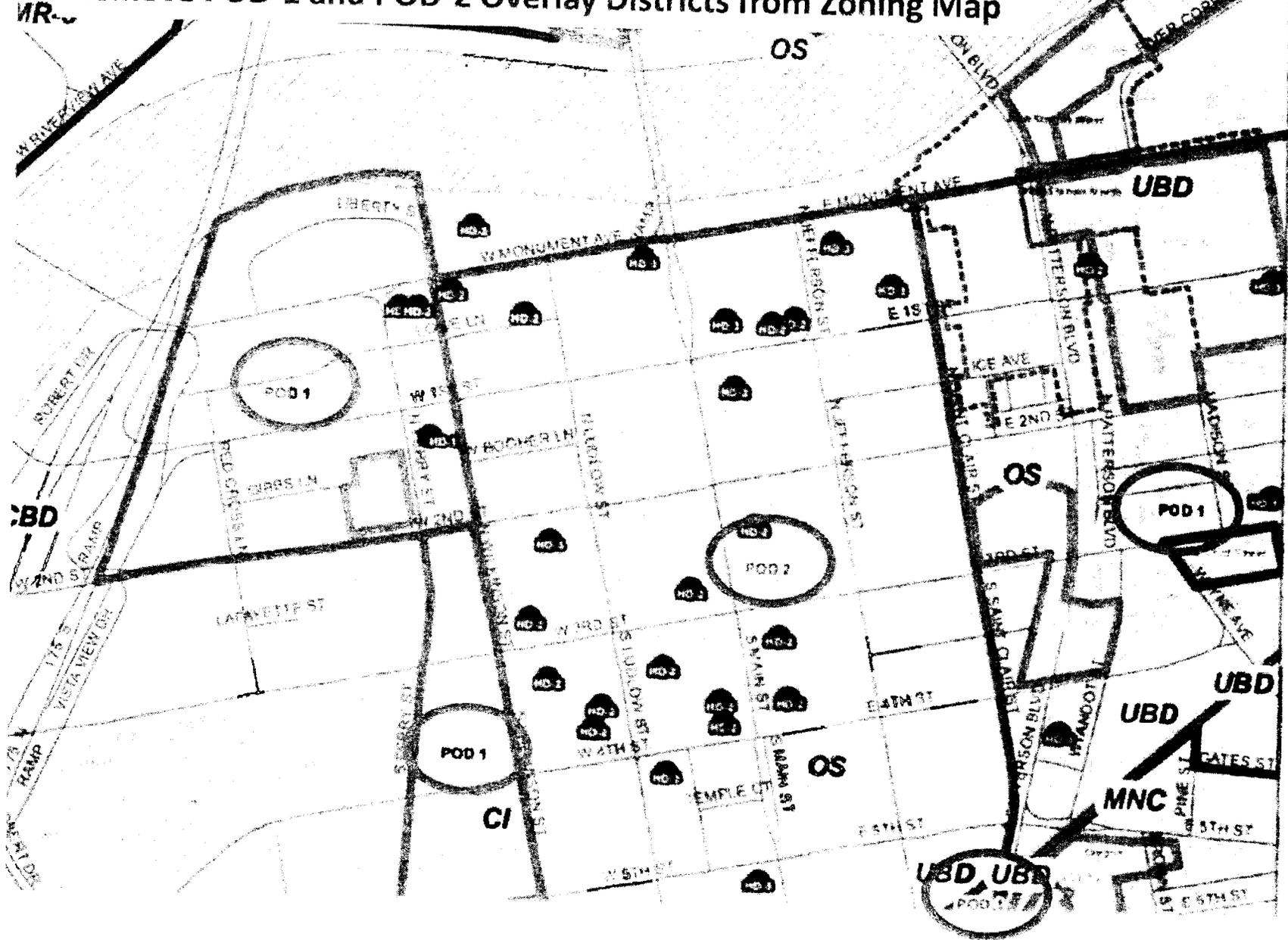
**Staff Report Prepared by:**  
Ann Schenking

**Staff Report Reviewed by:**  
Tony Kroeger

MR-5

PLN2019-00612

# Remove POD-1 and POD-2 Overlay Districts from Zoning Map



Scott Murphy  
Downtown Dayton Partnership  
KeyBank Tower  
1792 W Second St, Suite 611  
Dayton, OH 45402

Rashella Lavender  
Clerk of Commission  
City of Dayton  
101 W Third Street  
Dayton, OH 45402

Ann Schenking  
Plan Board Secretary  
City of Dayton  
101 W Third Street  
Dayton, OH 45402

PLN2019-00612

EMERGENCY MEASURE  
1 Reading, 2 Separate Meetings \_\_\_\_\_  
2 Readings at One Meeting   X  

By .....

No .....

**AN ORDINANCE**

Amending the Official Zoning Map to Remove the Pedestrian Oriented Design Designated Streets, and Declaring an Emergency.

**WHEREAS**, An application has been made to amend the official Zoning Map to remove the Pedestrian Oriented Design designated streets, POD-1 and POD-2; and

**WHEREAS**, POD-1 and POD-2 designated streets were located in the CBD Central Business District and UBD Urban Business District and had particular design principles that applied to them via a zoning overlay; and

**WHEREAS**, Zoning Code text amendments supported by the Plan Board and approved by the City Commission on May 29, 2019 by Ordinance 31738-19 repealed the Zoning Code regulations for POD-1 and POD-2 designated streets and enacted regulations that applied design standards to the entire CBD and UBD, not just POD designated streets; and

**WHEREAS**, Since the POD-1 and POD-2 regulations have been removed from the Zoning Code there is no reason to show the POD streets on the Zoning Map; and

**WHEREAS**, The City Plan Board, at its December 11, 2019 meeting, Case PLN2019-00612, recommended approval of the application; and

**WHEREAS**, It is necessary for the immediate preservation of the public peace, property, health and safety that this ordinance take effect immediately upon passage; now, therefore,

**BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** In accordance with the recommendation of the City Plan Board, as made in Case PLN2019-00612, the Pedestrian Oriented Design designated streets, POD-1 and POD-2, are removed from the official Zoning Map. Pursuant to R.C.G.O. Section 150.125.7, the City's official Zoning Map shall be redrawn to reflect this change. Removal of these areas from the Zoning Map will not change the zoning of property zoned either Central Business District CBD or Urban Business District UBD.

**Section 2.** For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission . . . . ., 2020

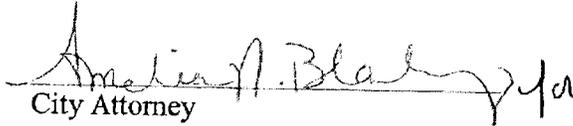
Signed by the Mayor . . . . ., 2020

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney