CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **AUGUST 12, 2020**

8:30 A.M.

I. AGENDA SCHEDULE

<u>Please register to speak</u> 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 Hearing: **N/A**
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: **Sustainability Update – (S. Dickstein/M. Charles)**
    View on Spectrum Cable Channel 6 or
    www.daytonohio.gov/govtv
    Following the City Commission Meeting
17. Miscellaneous (See Section VI)

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 31st of the current year).

1. **Purchase Orders:**

<u>CITY COMMISSION OFFICE</u>

A1. Ohio Newspapers, Inc. dba Dayton Daily News (legal publication services as needed through 12-31-20) **$7,000.00**

1. **(Cont'd):**

FIRE

B1. CHWR, Inc. dba CHW Mechanical Services (heating, ventilation, and air conditioning preventative maintenance and repairs as needed through 04-20-21) **$15,000.00**

POLICE

C1. Kiesler Police Supply (ammunition through 03-31-23) – PO200957 **35,203.30**

C2. Kiesler Police Supply (police officer basic duty outfitting equipment and tools through 03-31-21) – PO200958 **13,786.89**

PUBLIC WORKS

D1. Four O Corp. (oil, lubricants and related items as needed through 12-31-20) **10,000.00**

WATER

E1. Core & Main LP (water main pipes, fittings, valves and related items as needed through 12-31-22) **15,000.00**

-Depts. of Fire, Police, Public Works, Water and The City Commission Office. **Total: $95,990.19**

2. **ESO Solutions, Inc. – Service Agreement –** for ESO Fire and Inspection Modules – Dept. of Fire/Strategic Prog. & Safety. **$23,360.40**
(Thru 08/13/21)

3. **Montgomery County Transportation Improvement District – Service Agreement –** for 70/75 Airport Logistics Access Project Maintenance Agreement – Dept. of Public Works/Civil Engineering. **$500,000.00**
(Thru 03/31/40)

4. **Sisense, Inc. – Contract Modification –** third renewal and amendment to the End User License Agreement to cover the original server with advanced IT package – Dept. of Central Services/Information Technology.
$67,142.26
(Thru 08/23/21)

C. Revenue to the City:

5. **Ready Credit Corp. – Service Agreement –** for the Cash to Card Kiosk License Agreement – Dept. of Aviation/AP Admin. & Finance. **$1,800.00**
(Thru 07/31/23)

6. **Tricopian, Inc., dba FuelRod – Service Agreement –** Mobile Charging Service Agreement – Dept. of Aviation/AP Admin. & Finance. **$2,160.00**
(Thru 07/31/23)

IV. LEGISLATION:

Resolutions – Second Reading:

7. **No. 6522-20** Concurring with the Adoption of the Pineview Neighborhood Plan 2020.

8. **No. 6523-20** Concurring with the Adoption of the Downtown Streetscape Guidelines and Corridor Plan.

VI. MISCELLANEOUS:

ORDINANCE NO. 31830-20

RESOLUTION NO. 6524-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 979-20

City Manager's Report

From	**2730 – PMB/Procurement**	**Date**	August 12, 2020
		Expense Type	Purchase Order
	Supplier, Vendor, Company, Individual	**Total Amount**	$95,990.19
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 ☐ Yes ☑ No **Affirmative Action Program** ☑ Yes ☐ No ☐ N/A

Description

CITY COMMISSION OFFICE

(A1) P0200395 – OHIO NEWSPAPERS, INC dba DAYTON DAILY NEWS, DAYTON, OH

- Legal publication services as needed through 12/31/2020.
- These services are required to provide public and legal notices for the City.
- This amendment increases the previously authorized amount of $10,000.00 by $7,000.00 for a total not to exceed $17,000.00 and therefore requires City Commission approval.
- Ohio Newspapers, Inc. dba Dayton Daily News qualifies as a Dayton local entity.
- The City Commission Office recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Legal Advertising	10000-1200-1191-52	$7,000.00

Donita Garner
Division (Acting)

Diane S. Rannon 8.4.2020
Department

for City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

FIRE

(B1) P0200473 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- Heating, ventilation, and air conditioning preventative maintenance and repairs as needed through 12/31/2020.
- These services are required for repairs for various fire houses throughout the City.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17021D with firm pricing extended through 4/20/2021.
- This amendment increases the previously authorized amount of $10,000.00 by $15,000.00 for a total not to exceed $25,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	10000-6330-1172-71	$15,000.00

POLICE

(C1) P0200957 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Ammunition.
- These goods are required to equip the 110th recruit class.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19013S with pricing through 3/31/2023.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6221-1301-71	$35,203.30

(C2) P0200958 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Police Officer basic duty outfitting equipment and tools.
- These goods are required to equip the 110th recruit class.
- Rates are in accordance with the City of Dayton's existing price agreement IFB S16062 which has been extended through 3/31/2021.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6221-1301-71	$13,786.89

PUBLIC WORKS – FLEET MANAGEMENT

(D1) P0200289 – FOUR O CORP., CINCINNATI, OH

- Oil, lubricants and related items as needed through 12/31/2020.
- These goods are required to maintain the City's vehicle fleet.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D19001 with pricing through 12/31/2020.
- This amendment increases the previously authorized amount of $50,000.00 by $10,000.00 for a total not to exceed $60,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	61000-6470-1350-99	$10,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(E1) P0200538 – CORE & MAIN LP, TIPP CITY, OH

- Water main pipes, fittings, valves and related items as needed through 12/31/2020.
- These goods are required to maintain the Division's stockroom.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20006S with pricing through 12/31/2022.
- This amendment increases the previously authorized amount of $135,000.00 by $15,000.00 for a total not to exceed $150,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	53998-3445-1350-54	$15,000.00

The aforementioned departments recommend approval of this order.

2.

City Manager's Report

From 6340 - Fire/Strategic Prog & Safety

Date August 12, 2020

Expense Type Service Agreement

Total Amount $ 23,360.40 thru (8-13-2021)

Supplier, Vendor, Company, Individual

Name ESO Solutions, Inc.

Address 11500 Alterra Parkway, Ste
Austin, TX 78758

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6340-1159-72	$15,841.15
DIA Airport Operations	51000-3223-1159-43	$ 1,519.25
Wellfield Protection	53997-3470-1159-55	$ 6,000.00

Includes Revenue to the City ( ) Yes (●) No **Affirmative Action Program** (●) Yes ( ) No ( ) N/A

Description

ESO Fire and Inspections Module

The Departments of Fire ("DFD"), Aviation ("Aviation") and Water request permission to enter into a renewal of the original Master Service Agreement with ESO Solutions, Inc. in the amount of $23,360.40 for Software as a Service modules for Fire and Inspections.

This agreement will allow the DFD and the Aviation Fire Department to continue Fire and Inspection recording within these modules. Inspections within the Wellfield Protection area will be impacted by this agreement and as a result the Department of Water is funding a portion of this agreement.

The original agreement was approved July 10, 2019 in the amount of $29,800.00.

The term of the agreement will begin August 14, 2020 and will run through August 13, 2021 .

The Department of Law has reviewed and approved the Agreement as to form and correctness.

A Certificate of Funds in the amount of $23,360.40 is attached.

Signatures/Approval

Thomas M Rice Digitally signed by Thomas M Rice Date: 2020.07.28 14:43:14 -04'00'

Division

Lykins, Jeff Digitally signed by Lykins, Jeff Date: 2020.07.28 14:51:13 -04'00'

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
Digital Version Updated 04/2020

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department NO DRAFT DOCUMENTS PERMITTED

_____ New Contract X Renewal Contract _____ Change Orders

Contract Start Date	07/31/19
Expiration Date	08/13/21
Original Commission Approval	$ 53,160.40
Initial Encumbrance	$ 29,800.00
Remaining Commission Approval	$ 23,360.40

Original CT/CF	CT19-2316
Increase Encumbrance	$ 23,360.40
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: $ 15,841.15 (1)	Amount: $ 1,519.25 (2)
Fund Code 10000 - 6340 - 1159 - 72 - ___ - ___ (Fund Org Acct Prog Act Loc)	Fund Code 51000 - 3223 - 1159 - 43 - ___ - ___ (Fund Org Acct Prog Act Loc)
Amount: $ 6,000.00 (3)	Amount:
Fund Code 53997 - 3470 - 1159 - 55 - ___ - ___ (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: ESO Solutions, Inc.

Vendor Address: 11500 Alterra Parkway, Ste. (Street) Austin (City) TX (State) 78758 (Zipcode + 4)

Federal ID: 36-4566209

Commodity Code: 96199

Purpose: Payment for Fire and Inspection ESO modules renewal for one (1) year

Contact Person: Kevin Kuntz 333-4508 | Fire Department (Department/Division) | 7/28/2020 (Date)

Originating Department Director's Signature:	Lykins, Jeff	Digitally signed by Lykins, Jeff Date: 2020.07.28 14:50:20 -04'00'	Fire
Originating Department Director's Signature:	Gilbert Turner	Digitally signed by Gilbert Turner Date: 2020.07.29 11:52:30 -04'00'	Aviation
Originating Department Director's Signature:	Michael Powell	Digitally signed by Michael Powell Date: 2020.07.29 14:06:41 -04'00'	Water

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.

for Finance Director Signature — 8/4/2020 Date

Tanika Williams CF Prepared by — 8/3/2020 Date — CT20-2316 CF/CT Number

Quote Date:	07/13/2020
Customer Name:	Dayton Fire Department
Quote #:	Q-15956
Quote valid until:	08/12/2020
ESO Account Manager:	Scott Kelly

CUSTOMER CONTACT		BILLING CONTACT		
End User	Payor	Dayton Fire Department	Address	300 N Main St
Name	Name	Robert Lotz		Dayton OH, 45402
Email	Email	robert.lotz@daytonohio.gov	Billing Frequency	Annual
Phone	Phone	937-333-4511	Initial Term	12 months
			Total Annual Recurring	$23,360.40

Fire

Product	Volume	Total	Fee Type
ESO Properties	13 Stations	$4,238.45	Recurring
Telestaff Integration	30000 Incidents	$2,672.85	Recurring
ESO Inspections	13 Stations	$4,980.05	Recurring
ESO Fire Incidents	13 Stations	$11,469.05	Recurring

Total Recurring	$	23,360.40
Total One-Time	$	0.00
TOTAL	$	23,360.40

TERMS AND CONDITIONS:

1. Notwithstanding anything in the foregoing or the ESO Master Subscription and License Agreement ("MSLA") executed between the parties and effectively dated on or about December 14, 2018, the City of Dayton will pay Twenty-Three Thousand Three Hundred Sixty Dollars and Forty Cents ($23,360.40) for the services described in this Sales Order. The total remittance under this Sales Order shall not exceed Twenty-Three Thousand Three Hundred Sixty Dollars and Forty Cents ($23,360.40). The MSLA shall govern all other aspects of this Sales Order.

2. The City of Dayton and ESO mutually agree to renew the ESO Master Agreement and License Agreement ("MSLA") for a period of one (1) year. This renewal period shall begin on August 14, 2020, and terminate on August 13, 2021 ("Renewal Period").

3. The Effective Date of this Quote shall be the date of signature below.

4. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.

Quote Date:	07/13/2020
Customer Name:	Dayton Fire Department
Quote #:	Q-15956
Quote valid until:	08/12/2020
ESO Account Manager:	Scott Kelly

City of Dayton, on behalf of the Dayton Fire Department

_____
[Signature]

_____
[Print Name]

_____
[Title]

_____
[Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____ 20____ Min. Book ____ Page ____

CLERK OF THE COMMISSION

Quote Date:	07/13/2020
Customer Name:	Dayton Fire Department
Quote #:	Q-15956
Quote valid until:	08/12/2020
ESO Account Manager:	Scott Kelly

Fire

Product	Description
ESO Properties	
Telestaff Integration	
ESO Inspections	
ESO Fire Incidents	

Quote Date:	07/13/2020
Customer Name:	Dayton Fire Department
Quote #:	Q-15956
Quote valid until:	08/12/2020
ESO Account Manager:	Scott Kelly

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com **and your sales representative.**

Sales Order For:	City of Dayton, Ohio
Sales Order Number:	Q015479
Effective Date*:	07/31/2019
ESO Account Manager:	Chad Miller

Contact and Billing Details					
Sold to:	Robert Lotz	**Contact:**	Robert Lotz	**Address:**	300 N Main St
Bill To:	City of Dayton, Ohio	**Phone:**	(937) 333-4511		Dayton, Ohio
Email:	robert.lotz@daytonohio.gov	**Email:**	robert.lotz@daytonohio.gov		United States

Subscription and/or License Terms					
Initial Term (Months):	12	**Billing Frequency:**	Annual	**Customer ID:**	201404-4175
Renewal Term (Months):	12	**Billing Method:**	Email	**Total Recurring Fees:**	$22,680.00
		Terms:	Net 30	**Total One-Time Fees:**	$7,120.00

Product Name	Product Description	Quantity	Total Price/ Discounts
Fire Incidents - Career FD - 1st Station	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. Fee Type: Recurring	1 /Stations	$1,295.00
Fire Properties - Career FD - 1st Station	Initial station subscription for Properties – the data collection application for Properties & Occupancies – includes CAMEO integration, Pre-Plan view, and stores property and occupant history (presence or chemicals & tanks, incidents, and previous inspec Fee Type: Recurring	1 /Stations	$ 495.00
Fire Incidents - Career - Additional Stations	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. Fee Type: Recurring	12 /Stations	$9,840.00
Fire Inspections - Career - Additional Stations	Additional station subscription for ESO's Inspections Application for Career Fire Departments. Fee Type: Recurring	12 /Stations	$4,240.00
Fire Inspections - Career FD - 1st Station	Initial station subscription for Inspections – includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections – as well Fee Type: Recurring	1 /Stations	$ 595.00
Fire Properties - Career - Additional Stations	Additional station subscription for ESO's Properties Application for Career Fire Departments. Fee Type: Recurring	12 /Stations	$3,620.00
IFC 2015 Codes - Ohio Amendments - 1st Station	Complete set of IFC 2015 Codes - Ohio Amendments to be used within the Inspections application. Fee Type: One-Time	1 /Stations	$ 995.00
IFC 2015 Codes - Ohio Amendments - Additional Stations	Complete set of IFC 2015 Codes - Ohio Amendments to be used within the Inspections application. Fee Type: One-Time	12 /Stations	$1,140.00
Telestaff Integration	Fee Type: Recurring	30000 /Incidents	$2,595.00
Fire Training	Daily rate Fee Type: One-Time	3 /Day	$2,985.00
Fire Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option. Fee Type: One-Time	2000 /Travel Cost	$2,000.00

List Price:	$29,800.00
Discounts:	$0.00
Tax:	$0.00
Total:	$29,800.00

THANK YOU FOR CHOOSING ESO SOLUTIONS

Sales Order For: City of Dayton, Ohio
Sales Order Number: Q015479
Effective Date*: 07/31/2019
ESO Account Manager: Chad Miller

SAAS – TERMS AND CONDITIONS:

1. Notwithstanding anything in the foregoing or the ESO Master Subscription and License Agreement ("MSLA") executed between the parties and effectively dated on or about December 14th, 2018, the City of Dayton will pay Twenty-Nine Thousand Eight Hundred Dollars and Zero Cents ($29,800.00) for the services described in this Sales Order. The total remittance under this Sales Order shall not exceed Twenty-Nine Thousand Eight Hundred Dollars and Zero Cents ($29,800.00). The MSLA shall govern all other aspects of this Sales Order.
2. The Effective Date of this Sales Order shall be the earlier of: i) the date of the signature below or ii) the "Effective Date*" identified in the header of this Sales Order.
3. Except in the event Customer has selected a Third-Party Payer, the fees above shall be invoiced as follows:
   a. Training and Training Travel fees, if any, shall be invoiced on or about the Effective Date.
   b. During the first year, 100% of the remaining fees shall be invoiced fifteen days after the Effective Date. ("Subscription Date")
   c. During the second year and any renewal years thereafter, 100% of the recurring fees shall be due on the anniversary of the Subscription Date.

Customer: City of Dayton, Ohio

[Signature]

Joseph D. Parlette
[Print Name]

Deputy City Manager
[Title]

July 31, 2019
[Date]

APPROVED AS TO FORM AND CORRECTNESS
CITY ATTORNEY
MWG

July

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO
10 20 19 Min. Book I-15 Page ___
Rachelle Kanander
CLERK OF THE COMMISSION

ESO Solutions, Inc

(Signature)

Robert Murden
(Print Name)

General Counsel
(Title)

7/23/19
(Date)

THANK YOU FOR CHOOSING ESO SOLUTIONS

Sales Order For: City of Dayton, Ohio
Sales Order Number: Q015479
Effective Date*: 07/31/2019
ESO Account Manager: Chad Miller

Fill in Contact Info Below

Contact	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy/HIPAA Contact			
Tax Exempt?	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@esosolutions.com and your sales representative.

CERTIFICATE OF FUNDS

CT19-2316

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	07/31/19
Expiration Date	07/30/20
Original Commission Approval	$ 29,800.00
Initial Encumbrance	$ 29,800.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

____ 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: $ 18,800.00 Fund Code 10000 - 6340 - 1159 - 72 - ___ - ___ Fund Org Acct Prog Act Loc	Amount: $ 5,000.00 Fund Code 51000 - 3223 - 1159 - 43 - ___ - ___ Fund Org Acct Prog Act Loc
Amount: $ 6,000.00 Fund Code 53997 - 3470 - 1159 - 55 - ___ - ___ Fund Org Acct Prog Act Loc	Amount: ___ Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: ESO Solutions, Inc.

Vendor Address: 11500 Alterra Parkway, Ste. (Street) Austin (City) TX (State) 78758 (Zipcode + 4)

Federal ID: 36-4566209

Commodity Code: 96199

Purpose: Payment for Fire and Inspection ESO modules for one (1) year

Contact Person: Kevin Kuntz 333-4508

Fire Department — Department/Division

6/28/2019 — Date

Originating Department Director's Signature: [signature]

Originating Department Director's Signature: [signature] Fire Aviation

Originating Department Director's Signature: [signature] WATER

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 appropirated 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.

C. LaShea Loxton — Finance Director Signature — 7-2-19 Date

Tonita Williams — CF Prepared by — 7/1/19 Date — CT19-2316 CF/CT Number

7/1/19

2.

City Manager's Report

From 6340 - Fire/Strategic Prog & Safety

Date July 10, 2019

Expense Type Service Agreement

Total Amount $29,800.00

Supplier, Vendor, Company, Individual

Name ESO Solutions, Inc.

Address 11500 Alterra Parkway, Ste
Austin, TX 78758

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6340-1159-72	$ 18,800.00
DIA Airport Operations	51000-3223-1159-43	$ 5,000.00
Wellfield Protection	53997-3470-1159-55	$ 6,000.00

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

Description

ESO Fire and Inspections Module Agreement

City Commission approval is requested to enter into an Agreement with ESO Solutions, Inc. in the amount of $29,800.00 for Software as a Service modules from the City of Dayton's current Electronic Health Records vendor, ESO Solutions, Inc. for Fire and Inspections.

This agreement will allow the Dayton Fire Department and the Department of Aviation Fire Department to transition Fire and Inspection records from the current MIS system. Inspections within the Wellfield Protection area will be impacted by this agreement and as a result the Department of Water is funding a portion of this agreement.

The term of the agreement will being July 31, 2019 and will run through July 30,2020 .

The Department of Law has reviewed and approved the Agreement as to form and correctness.

A Certificate of Funds in the amount of $29,800.00 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

July 10, 2019
Date

FORM NO. MS-16

Updated 1/2019

BACK

City Manager's Report

3.

From **6450 - PW/Civil Engineering**

Date **August 12, 2020**

Expense Type **Service Agreement**

Total Amount **$500,000.00 (thru 3/31/2040)**

Supplier, Vendor, Company, Individual

Name Montgomery County Transportation Improvement District

Address County Administration Building
10th Floor
451 West Third Street
Dayton, OH 45422

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6450-1166-54	$500,000.00 through 2040 ($25,000.00 Per year)

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

Description

70/75 Airport Logistics Access Project Maintenance Agreement - Dayton

The Montgomery County Transportation Improvement District is constructing improvements and an expansion of US Route 40 near the Dayton International Airport. Under the Agreement, the City of Dayton will provide Twenty-Five Thousand Dollars ($25,000.00) per year for twenty years to the Montgomery County Transportation Improvement District. These funds will support maintenance and repair of US Route 40, a portion of which will be located inside the City of Dayton corporate limits. These funds are provided in lieu of a cash capital contribution to the project; the City of Dayton will not be responsible for any additional maintenance or funding for US Route 40. The Certificate of Funds will be processed once the 2021 budget has been approved.

The term of the Agreement is March 31, 2021 through March 31, 2040.

The Agreement was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds is attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019

70/75 AIRPORT LOGISTICS ACCESS PROJECT MAINTENANCE AGREEMENT - DAYTON

THIS 70/75 AIRPORT LOGISTICS ACCESS PROJECT MAINTENANCE AGREEMENT – DAYTON (this "***Agreement***") is made as of the ____ day of _____, 2020 (the "***Effective Date***") by and between the **CITY OF DAYTON, OHIO** (the "***City***"), and the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT** (the "***TID***") under the following circumstances:

A. As of the Effective Date, the TID, Montgomery County, Ohio (the "***County***"), and the City of Union ("***Union***") are negotiating the terms of an agreement (the "***Project Agreement***") to provide for the financing and construction of the expansion of US Route 40 and related improvements, all identified as the 70/75 Airport Logistics Access Project, the scope of which is set forth in Exhibit A attached hereto (the "***Project***");

B. The Project will directly benefit the Dayton International Airport (the "***Airport***") and businesses located within the City's boundaries on the Airport's property and in the vicinity of the Airport (the "***City-Related Businesses***");

C. Given that a significant portion of the Project is located within Vandalia and is bounded by properties located within Vandalia, Vandalia is now responsible for, and will continue to be responsible for, maintenance for significant portions of the Project, roadway connections to the Project, street lighting, sidewalks, and guardrails and the traffic signals and signage related thereto located within the corporate limits of Vandalia and including the expanded northern portion of the U.S. 40 roadway located within the City (collectively the "***Maintained Improvements***");

D. In connection with the Project Agreement, the TID intends to negotiate an agreement with Vandalia (the "***Vandalia Maintenance Agreement***") to support costs related to the routine and special maintenance of the Maintained Improvements.

E. To support the Vandalia Maintenance Agreement, and induce the City of Vandalia to enter into same, the TID has requested the City: (i) enter into this Agreement in lieu of the City becoming a party to the Project Agreement and (ii) make an annual contribution to the TID to pay for a portion of the maintenance of the Maintained Improvements, rather than finance the Project or pay for other maintenance obligations related to the Project, and the City has agreed to enter into this Agreement and make such annual contribution, all as provided herein.

NOW, THEREFORE, the City and the TID agree as follows:

1. **No Obligation with Respect to Funding the Project**. The City recognizes that the TID has worked with the Ohio Department of Transportation, the County, Union, Vandalia and others to arrange a commitment totaling approximately $2.7 million to pay the required local share of the project costs for the Project (the "***Local Share***"). The TID shall cause each party to the Project Agreement to acknowledge therein that the City shall have no obligation to fund any portion of the Project, including any portion of the Local Share.

2. **Conditions Precedent**. The City's obligations in Section 3 below are subject to: (a) the financing and commencement of construction of the Project; and (b) the execution by Vandalia of the Vandalia Maintenance Agreement, in a form satisfactory to the TID, setting forth Vandalia's obligation (the "***Vandalia Maintenance Obligation***") to provide all maintenance for the Maintained Improvements, including: (i) mowing, plowing, deicing, repairing and repaving the roadways included in the Maintained Improvements and (ii) inspecting, repairing and powering the traffic signals and signage included in the Maintained Improvements (collectively the foregoing obligations are the "***Maintenance***").

3. **City Annual Maintenance Contribution**. The City agrees that the Project benefits the City, the Airport and the City Related Businesses. In order to induce the City of Vandalia to enter into the Vandalia Maintenance Agreement and to offset some of the City of Vandalia maintenance expenses, and in lieu of the City: (i) funding any portion of the Project, including the Local Share, or (ii) providing any Maintenance, the City hereby agrees to pay the TID on or before March 31, 2021, and annually thereafter through and including March 31, 2040, the amount of $25,000 (the "***City Annual Maintenance Contribution***") for a total City contribution to the Maintenance of $500,000. The Parties acknowledge that this is a contractual obligation of the City and to the extent the City fails to appropriate monies for the City Annual Maintenance Contribution, and as a result, the City fails to pay a City Annual Maintenance Payment, the TID may pursue any and all rights it has with respect to such failure to pay the City Annual Maintenance Payment and/or assign its rights to the City of Vandalia to so that the City of Vandalia may pursue any and all rights as it deems appropriate.

4. Exclusive Use of City Annual Maintenance Contribution. The TID shall create a special fund on its books and records identified as the City of Dayton 70/75 Airport Logistics Access Project Maintenance Fund (the "***Fund***") and shall allocate each City Annual Maintenance Contribution to the Fund. Within 45 days after receipt of a City Annual Maintenance Contribution, the TID shall pay Vandalia the amount of such City Annual Maintenance Contribution. Under the terms of the Vandalia Maintenance Agreement, Vandalia shall provide information to the TID, annually, as to the use of the City Annual Maintenance Contribution, including maintaining reserves for future Maintenance, and the TID shall provide such information to the City.

5. **Fiscal Officer Certification.** The Fiscal Officer of the City hereby certifies that the monies required to meet the obligations of the City during the current fiscal year under this Agreement have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of the City covenants that any requirement herein of an expenditure of City monies in any future fiscal year will be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section 5 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

6. **Miscellaneous.** This Agreement: (i) sets forth the entire understanding between the City and the TID (collectively the "***Parties***") concerning the subject matter hereof and supersedes all prior understandings or agreements; (ii) may be executed in counterparts, which taken together, shall constitute the complete and binding agreement of the Parties; (iii) shall be binding on the Parties and their respective successors and assigns; (iv) may not be modified in any respect except in a writing duly executed by both Parties; (v) may not be assigned by a Party without the express written consent of the other Party; and (vi) shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. The failure of a Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of such right nor shall it be construed as, nor constitute, a continuing waiver or consent to any subsequent breach.

[*Remainder of Page Intentionally Blank. Signature Page Follows.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: _____

Print name: _____

Title: _____

Date: _____

CITY OF DAYTON, OHIO

By: _____

Print name: _____

Title: _____

Date: _____

CITY OF DAYTON, OHIO FISCAL OFFICER (SECTION 5 ONLY)

By: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

7/27/2020

X Amelia N. Blankenship for

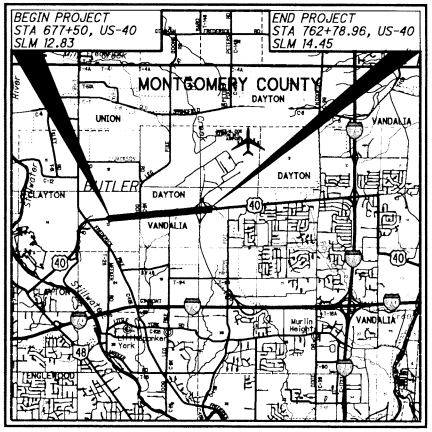
City Attorney

Signed by: Blankenship, Amelia

Exhibit A

70/75 Airport Logistics Access Project

3445511.12



LOCATION MAP

LATITUDE: 39°53'15" N LONGITUDE: 84°14'40" W

SCALE IN MILES

0 1 2 3 4

N

PORTION TO BE IMPROVED
INTERSTATE HIGHWAY
FEDERAL ROUTES
STATE ROUTES
COUNTY & TOWNSHIP ROADS
OTHER ROADS

SEE SHEET 2 FOR DESIGN DESIGNATION DATA

STATE OF OHIO

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT (MCTID)

MOT-40-13.33

(I-70/I-75 AIRPORT LOGISTICS ACCESS)

AIRPORT PROJECT NUMBER: DAY-2017015

CITY OF DAYTON
CITY OF VANDALIA
CITY OF UNION
BUTLER TOWNSHIP

MONTGOMERY COUNTY

SEE SHEET 2 FOR INDEX OF SHEETS:

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF WIDENING & RECONSTRUCTION OF 1.6 MILES OF US-40 FROM 2 LANES TO 5 LANES IN ADDITION TO RECONSTRUCTION OF 1.1 MILES OF RAMPS AT INTERCHANGE OF US-40 AND CR-705 AIRPORT ACCESS RD. LOCATED SOUTH OF DAYTON INTERNATIONAL AIRPORT IN MONTGOMERY COUNTY.

PROJECT LIMITS FOR US-40 IMPROVEMENTS EXTEND FROM 2550 FEET WEST OF UNION AIRPARK BLVD TO 50 FEET EAST OF RAMP B/RAMP D.

THIS PROJECT INCLUDES MISCELLANEOUS DRAINAGE AND WATER QUALITY IMPROVEMENTS, SIGNING & PAVEMENT MARKINGS, TRAFFIC SIGNAL UPGRADES AT 5 INTERSECTIONS (@CR-24 UNION AIRPARK BLVD, CONCORDE DR./CR-24 DOG LEG RD. SOUTH, RAMP A/RAMP C, RAMP B/RAMP D, PETER'S PIKE), INTERSECTION & INTERCHANGE LIGHTING, RELOCATION OF 16-INCH WATERLINE, AND EXTENSION OF AN EXISTING 12'X4' FOUR-SIDED PRECAST CONCRETE BOX CULVERT.

EARTH DISTURBED AREAS (EDA)

PROJECT EDA:	28.13 ACRES
ESTIMATED CONTRACTOR EDA:	1.00 ACRES
NOTICE OF INTENT EDA:	29.13 ACRES
	NOI REQUIRED

LIMITED ACCESS

(CR-705 AIRPORT ACCESS RD. ONLY):
THIS IMPROVEMENT IS ESPECIALLY DESIGNED FOR THROUGH TRAFFIC AND HAS BEEN DECLARED A LIMITED ACCESS HIGHWAY OR FREEWAY BY ACTION OF THE DIRECTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5511.02 OF THE OHIO REVISED CODE.

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PLANS AND CHANGES LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY EXCEPT FOR DOG LEG RD. SOUTH AS DESCRIBED ON SHEET 26 AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

APPROVED _____

DATE 7-17-2020 STEVE STANLEY, EXECUTIVE DIRECTOR
MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
(MCTID)

DESIGN EXCEPTIONS

NONE REQUIRED

UNDERGROUND UTILITIES
Contact Two Working Days Before You Dig
OHIO811.org Before You Dig
OHIO811, 8-1-1, or 1-800-362-2764
(Non-members must be called directly)

PLAN PREPARED BY:

IBI Group
8101 North High Street, Suite 100
Columbus, OH 43235 USA
Phone: 614-818-4900
Fax: 614-818-4901

* FOR ENTIRE PLAN, EXCEPT STRUCTURE MOT-40-13.33, MAINTENANCE OF TRAFFIC, TRAFFIC SIGNALS

ENGINEERS SEAL:	ENGINEERS SEAL:
* ROADWAY	STRUCTURE MOT-40-13.33
STATE OF OHIO WILLIAM L. CROXTON IV E-70641 REGISTERED PROFESSIONAL ENGINEER	STATE OF OHIO STEVEN R. BUTLER E-71774 REGISTERED PROFESSIONAL ENGINEER
SIGNED: William L. Croxton IV	SIGNED:
DATE: 7-17-2020	DATE: 7-17-2020
ENGINEERS SEAL:	ENGINEERS SEAL:
MAINTENANCE OF TRAFFIC	TRAFFIC SIGNALS
STATE OF OHIO MATTHEW A. GARDNER E-72393 REGISTERED PROFESSIONAL ENGINEER	STATE OF OHIO REGISTERED
SIGNED:	SIGNED:
DATE: 7-17-2020	DATE: 7-17-2020

STANDARD CONSTRUCTION DRAWINGS								SUPPLEMENTAL SPECS	
BP-2.1	7-17-2015	HL-10.11	7-19-2019	MT-95.31	7-19-2019	TC-7.65	7-20-2018	800-2019	7-17-2020
BP-2.2	7-18-2008	HL-10.12	1-20-2017	MT-95.40	1-17-2020	TC-21.10	7-19-2019	809	1-17-2020
BP-3.1	1-17-2020	HL-10.13	1-17-2020	MT-95.41	1-17-2020	TC-21.20	7-20-2018	813	10-19-2018
BP-4.1	7-19-2013	HL-20.11	4-21-2017	MT-95.50	7-21-2017	TC-22.10	10-18-2013	815	4-20-2018
BP-5.1	1-18-2019	HL-30.11	4-17-2020	MT-97.10	4-19-2019	TC-22.20	1-17-2014	821	4-20-2012
BP-9.1	1-18-2019	HL-30.22	1-17-2014	MT-98.10	1-17-2020	TC-41.10	7-19-2013	832	10-19-2018
		HL-40.20	1-17-2020	MT-98.11	1-17-2020	TC-41.20	10-18-2013	913	4-21-2017
CB-1.1	7-19-2019	HL-60.11	7-21-2017	MT-98.22	1-17-2020	TC-41.30	10-18-2013	916	1-19-2018
CB-1.2	1-15-2016	HL-60.31	1-17-2020	MT-98.28	1-17-2020	TC-41.41	7-19-2019	921	4-20-2012
CB-2.1	7-20-2018			MT-99.20	4-19-2019	TC-41.50	10-18-2013		
CB-3.2	1-15-2016	I-1.2	1-15-2016	MT-99.30	1-17-2020	TC-42.10	10-18-2013		
				MT-101.60	1-17-2020	TC-42.20	10-18-2013		
DM-1.1	7-21-2017	MGS-1.1	1-19-2018	MT-101.70	1-17-2020	TC-51.11	1-15-2016		
DM-1.2	1-18-2013	MGS-2.1	1-19-2018	MT-101.75	1-17-2020	TC-51.12	1-15-2016		
DM-4.3	1-15-2016	MGS-4.2	7-19-2013	MT-101.80	1-17-2020	TC-52.10	10-18-2013		
DM-4.4	1-15-2016	MGS-5.2	7-15-2016	MT-101.90	7-21-2017	TC-52.20	7-20-2018		
		MGS-5.3	7-15-2016	MT-105.10	1-17-2020	TC-61.10	1-17-2020	**SPECIAL PROVISIONS**	
				MT-120.00	1-19-2018	TC-61.30	7-19-2019		
		MH-1.2	1-15-2016			TC-64.10	1-17-2020		
				RM-1.1	7-18-2014	TC-65.10	1-17-2014		
						TC-65.11	7-21-2017	*PROVISIONAL NATIONWIDE PERMIT 14 (NWP 10-2-2018)*	
						TC-71.10	1-19-2018		
						TC-72.20	7-20-2018		
						TC-73.20	1-17-2020		
						TC-81.21	1-18-2019		
						TC-83.10	1-17-2020	*401 WATER QUALITY CERTIFICATION (WQC 10-28-2019)*	
						TC-83.20	7-21-2017		
						TC-85.10	4-17-2020		
						TC-85.20	7-20-2018		

FEDERAL PROJECT NO.	PID NO.	CONSTRUCTION PROJECT NO.	RAILROAD INVOLVEMENT
E150(309)	98794	470284	NONE

MOT-40-13.33

J:\15-164_MOT_40_LGSTC\5.0 Design (Work) Phase\MOT\98794\roadway\sheets\98794GT001.dgn Sheet 2020-07-14 5:07:41 PM william.croxton

INDEX OF SHEETS:

TITLE SHEET	1
INDEX OF SHEETS & DESIGN DESIGNATION DATA	2
SCHEMATIC PLAN	3-5
TYPICAL SECTIONS	6-14
GENERAL NOTES	15-19
MAINTENANCE OF TRAFFIC	20-71
GENERAL SUMMARY	72-77
SUBSUMMARIES	78-87
PROJECT SITE PLAN	88-89
PLAN & PROFILE	
SHEET LAYOUT PLAN	90
US-40	91-117
CR-24 UNION AIRPARK BLVD.	118-119
CR 24 DOG LEG RD. SOUTH	120-122
CONCORDE DR.	123-124
CR-705 AIRPORT ACCESS RD.	125-127
RAMP A	128-130
RAMP B	131-135
RAMP C	136-138
RAMP D/RAMP WN	139-142
CROSS SECTIONS	
US-40	143-182
CR-24 UNION AIRPARK BLVD.	183-184
CR-24 DOG LEG RD. SOUTH	185-188
CONCORDE DR.	189-190
CR-705 AIRPORT ACCESS RD.	191-198
RAMP A	199-204
RAMP B	205-210
RAMP C	211-215
RAMP D/RAMP WN	216-223
DRIVE DETAILS	224-230
INTERSECTION DETAILS	231-234
INTERCHANGE DETAILS	235-236
RAMP TERMINAL DETAILS	237-241
PAVEMENT JOINT DETAILS	242-250
PAVEMENT & CROWN TRANSITION DETAILS	251
SUPERELEVATION TABLES	252-256
PAVEMENT REMOVAL DETAILS	257-290
CULVERT DETAILS	291-292
WATER WORK	293-305
SIGNING & PAVEMENT MARKING	306-348
TRAFFIC SIGNALS	349-382
LIGHTING	383-390
STRUCTURE (20 FOOT SPAN AND UNDER)	
MOT-40-13.38 (SFN 5703387)	391-398
RIGHT OF WAY	399-424
SOIL PROFILES	

NOTES:

⊗ CONCORDE DRIVE WAS CONSTRUCTED IN 2017, NO CURRENT DATA IS AVAILABLE AT THIS TIME. DESIGN YEAR DATA WAS TAKEN FROM THE "DAY-AIR CARGO ACCESS IMPROVEMENTS" TRAFFIC IMPACT STUDY PERFORMED BY IBI IN 2016. DESIGN YEAR 2027 FROM THE TIS WAS USED AS DESIGN YEAR 2046, SINCE NO GROWTH FACTORS ARE AVAILABLE FOR THIS ROADWAY.

* INTERMODAL CONNECTOR - MAJOR AIRPORT

** THE HIGHEST ROUTE ADJACENT TO THE RAMPS IS US-40; THEREFORE, THE RAMPS ARE CLASSIFIED AS NHS, INTERMODAL CONNECTOR - MAJOR AIRPORT

DESIGN DESIGNATION	US-40 NATIONAL RD. (FREDERICK PIKE TO CR-24 UNION AIRPARK BLVD.)	US-40 NATIONAL RD. (CR-24 UNION AIRPARK BLVD. TO CR-24 DOG LEG RD. SOUTH/ CONCORDE DR.)	US-40 NATIONAL RD. (CR-24 DOG LEG RD. SOUTH/ CONCORDE DR. TO RAMP A-C)	US-40 NATIONAL RD. (RAMP A-C TO RAMP B-D)	US-40 NATIONAL RD. (RAMP B-D TO CR-159 PETER'S PIKE)
CURRENT ADT	15,460	18,810	19,720	18,160	17,080
DESIGN YEAR ADT (2046)	17,040	24,320	25,240	22,500	20,540
DESIGN HOURLY VOLUME (2046)	1,580	2,300	2,360	2,250	1,795
DIRECTIONAL DISTRIBUTION	60%	62%	62%	62%	62%
TRUCKS (24 HOUR B&C)	3%	7%	8%	8%	7%
Td	3%	3%	6%	6%	3%
DESIGN SPEED	55 MPH	55 MPH	55 MPH	55 MPH	55 MPH
LEGAL SPEED	55 MPH	55 MPH	50 MPH	50 MPH	50 MPH
DESIGN FUNCTIONAL CLASSIFICATION	RURAL MINOR ARTERIAL	URBAN MINOR ARTERIAL	URBAN MINOR ARTERIAL	URBAN MINOR ARTERIAL	URBAN MINOR ARTERIAL
NHS PROJECT	NO	* YES	* YES	* YES	NO

DESIGN DESIGNATION	CR-24 UNION AIRPARK BLVD.	CR-24 DOG LEG RD. SOUTH	CONCORDE DR.	CR-705 AIRPORT ACCESS RD. (SOUTH OF RAMP A-B)	CR-705 AIRPORT ACCESS RD. (RAMP A-B TO RAMP C-D)
CURRENT ADT	6,240	2,430	⊗ N/A	16,500	6,770
DESIGN YEAR ADT (2046)	11,580	3,640	⊗ 2470	21,250	6,810
DESIGN HOURLY VOLUME (2046)	1,200	340	⊗ 247	1,865	675
DIRECTIONAL DISTRIBUTION	60%	60%	60%	53%	55%
TRUCKS (24 HOUR B&C)	16%	7%	16%	8%	3%
Td	14%	5%	14%	5%	3%
DESIGN SPEED	55 MPH	45 MPH	30 MPH	60 MPH	60 MPH
LEGAL SPEED	50 MPH	45 MPH	25 MPH	55 MPH	55 MPH
DESIGN FUNCTIONAL CLASSIFICATION	URBAN MAJOR COLLECTOR	URBAN MAJOR COLLECTOR	LOCAL ROAD	PRINCIPAL ARTERIAL	PRINCIPAL ARTERIAL
NHS PROJECT	* YES	NO	NO	YES	YES

DESIGN DESIGNATION	CR-705 AIRPORT ACCESS RD. (NORTH OF RAMP C-D)	RAMP A	RAMP B	RAMP C (INCLUDES RAMP SW)	RAMP D (INCLUDES RAMP WN)
CURRENT ADT	11,060	4,790	4,940	2,140	2,150
DESIGN YEAR ADT (2046)	11,090	7,110	7,330	2,130	2,150
DESIGN HOURLY VOLUME (2046)	770	500	890	170	125
DIRECTIONAL DISTRIBUTION	63%	100%	100%	100%	100%
TRUCKS (24 HOUR B&C)	5%	8%	8%	3%	3%
Td	3%	6%	6%	3%	3%
DESIGN SPEED	45 MPH	VARIES	VARIES	VARIES	VARIES
LEGAL SPEED	40 MPH	VARIES	VARIES	VARIES	VARIES
DESIGN FUNCTIONAL CLASSIFICATION	LOCAL ROAD	RAMP	RAMP	RAMP	RAMP
NHS PROJECT	* YES	** YES	** YES	** YES	** YES

CALCULATED WLC
CHECKED KMK

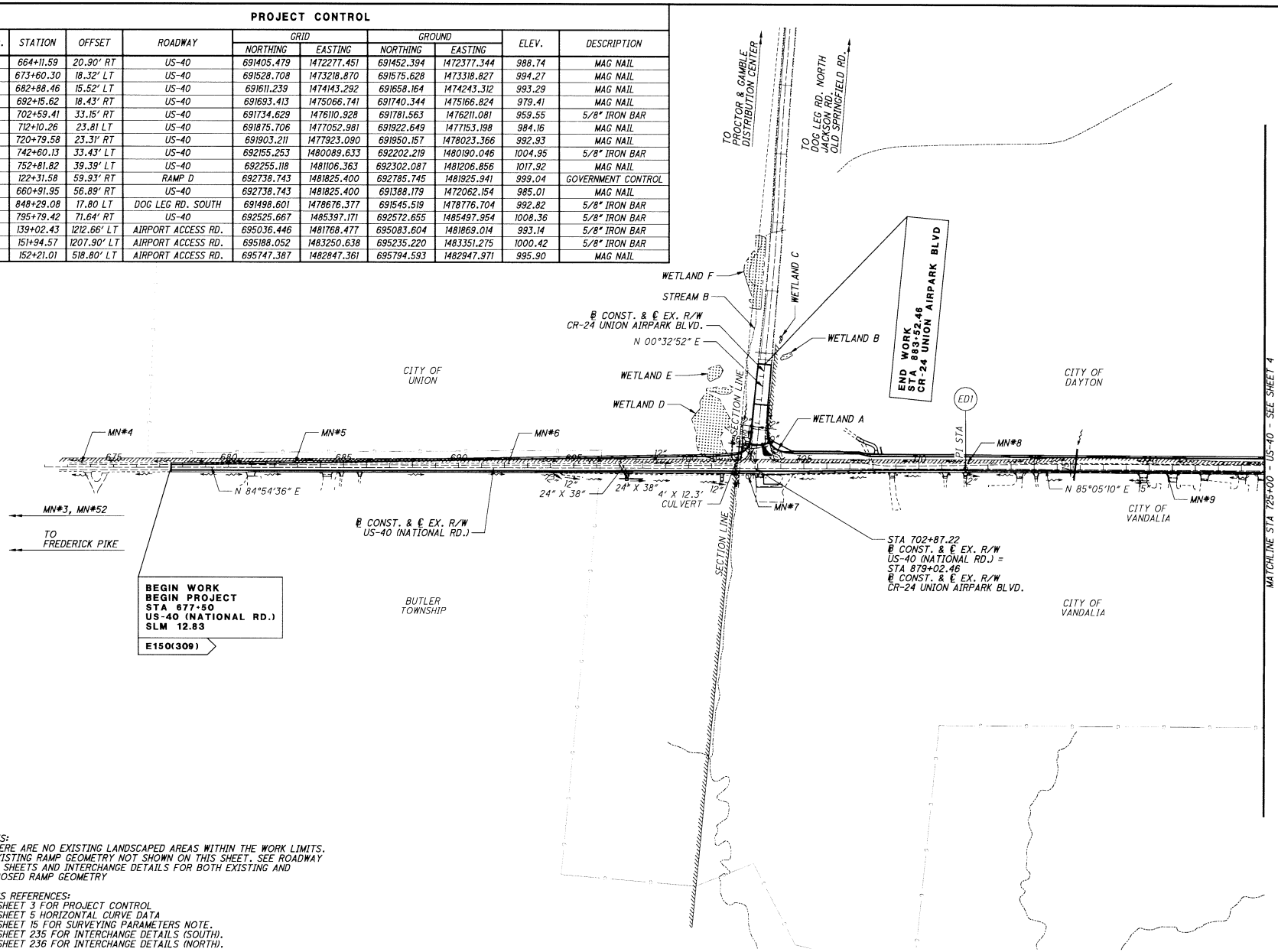
INDEX OF SHEETS & DESIGN DESIGNATION

MOT-40-13.33

J:\15-164_MOT_40_LGST\5.0 Design (Work) Phase\MOT\98794\roadway\sheets\98794CT002.dgn Sheet 2020-07-14 5:07:51 PM william.croxton

PROJECT CONTROL

POINT NO.	STATION	OFFSET	ROADWAY	GRID NORTHING	GRID EASTING	GROUND NORTHING	GROUND EASTING	ELEV.	DESCRIPTION
MN #3	664+11.59	20.90' RT	US-40	691405.479	1472277.451	691452.394	1472377.344	988.74	MAG NAIL
MN #4	673+60.30	18.32' LT	US-40	691528.708	1473218.870	691575.628	1473318.827	994.27	MAG NAIL
MN #5	682+88.46	15.52' LT	US-40	691611.239	1474143.292	691658.164	1474243.312	993.29	MAG NAIL
MN #6	692+15.62	18.43' RT	US-40	691693.413	1475066.741	691740.344	1475166.824	979.41	MAG NAIL
MN #7	702+59.41	33.15' RT	US-40	691734.629	1476110.928	691781.563	1476211.081	959.55	5/8" IRON BAR
MN #8	712+10.26	23.81 LT	US-40	691875.706	1477052.981	691922.649	1477153.198	984.16	MAG NAIL
MN #9	720+79.58	23.31' RT	US-40	691903.211	1477923.090	691950.157	1478023.366	992.93	MAG NAIL
MN #13	742+60.13	33.43' LT	US-40	692155.253	1480089.633	692202.219	1480190.046	1004.95	5/8" IRON BAR
MN #14	752+81.82	39.39' LT	US-40	692255.118	1481106.363	692302.087	1481206.856	1017.92	MAG NAIL
MN #15	122+31.58	59.93' RT	RAMP D	692738.743	1481825.400	692785.745	1481925.941	999.04	GOVERNMENT CONTROL
MN #52	660+91.95	56.89' RT	US-40	692738.743	1481825.400	691388.179	1472062.154	985.01	MAG NAIL
MN #54	848+29.08	17.80 LT	DOG LEG RD. SOUTH	691498.601	1478676.377	691545.519	1478776.704	992.82	5/8" IRON BAR
MN #178	795+79.42	71.64' RT	US-40	692525.667	1485397.171	692572.655	1485497.954	1008.36	5/8" IRON BAR
MN #353	139+02.43	1212.66' LT	AIRPORT ACCESS RD.	695036.446	1481768.477	695083.604	1481869.014	993.14	5/8" IRON BAR
MN #355	151+94.57	1207.90' LT	AIRPORT ACCESS RD.	695188.052	1483250.638	695235.220	1483351.275	1000.42	5/8" IRON BAR
MN #381	152+21.01	518.80' LT	AIRPORT ACCESS RD.	695747.387	1482847.361	695794.593	1482947.971	995.90	MAG NAIL



NOTES:
1. THERE ARE NO EXISTING LANDSCAPED AREAS WITHIN THE WORK LIMITS.
2. EXISTING RAMP GEOMETRY NOT SHOWN ON THIS SHEET. SEE ROADWAY PLAN SHEETS AND INTERCHANGE DETAILS FOR BOTH EXISTING AND PROPOSED RAMP GEOMETRY

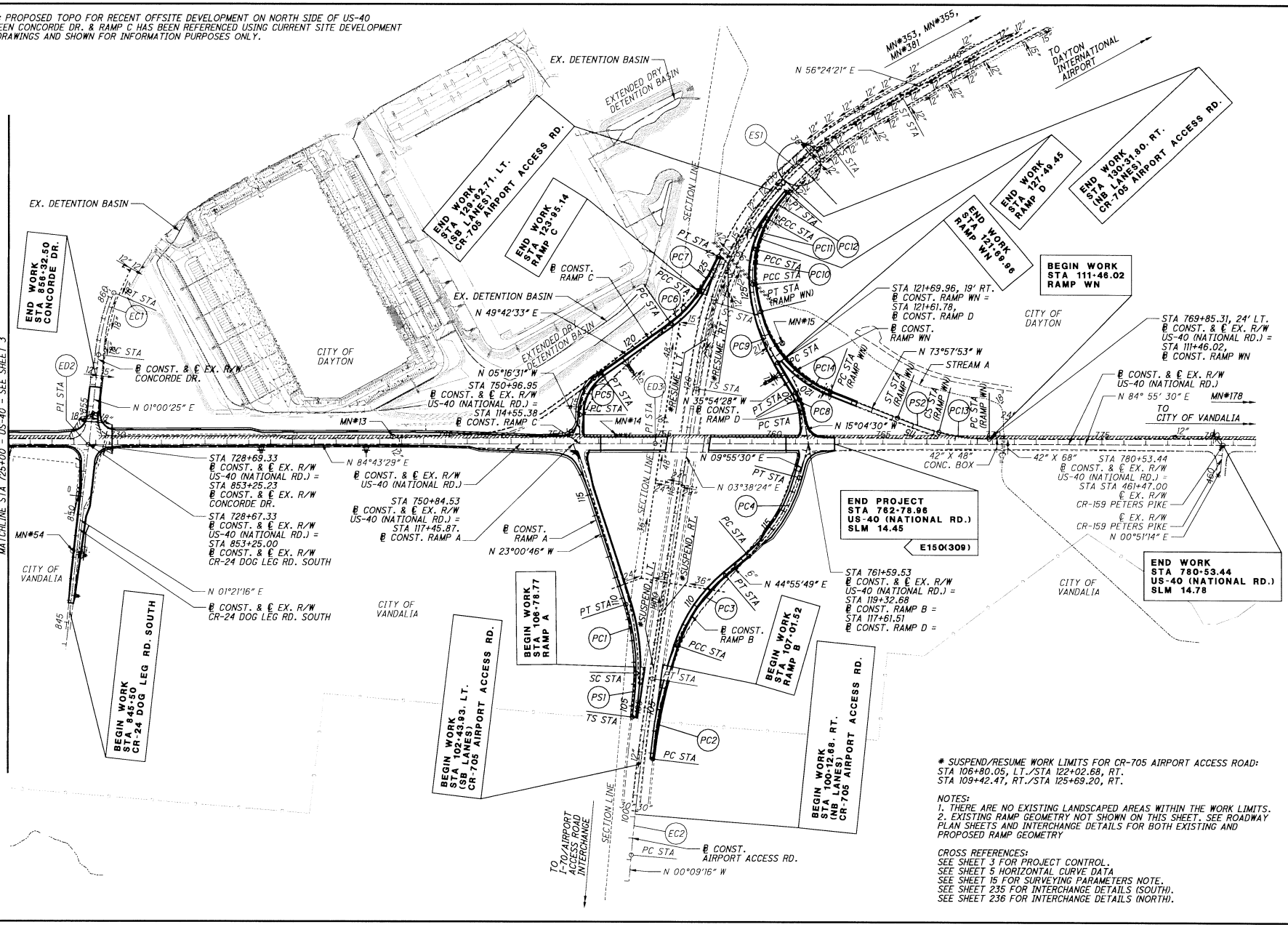
CROSS REFERENCES:
SEE SHEET 3 FOR PROJECT CONTROL
SEE SHEET 5 HORIZONTAL CURVE DATA
SEE SHEET 15 FOR SURVEYING PARAMETERS NOTE.
SEE SHEET 235 FOR INTERCHANGE DETAILS (SOUTH).
SEE SHEET 236 FOR INTERCHANGE DETAILS (NORTH).

HORIZONTAL SCALE IN FEET 0 100 200 400

SCHEMATIC PLAN - STA 672+00 TO STA 725+00

MOT-40-13.33

JN15-164_MOT_40_LGSTC\5.0 Design (Work) Phase\MOT\98794\roadway\sheets\98794GB001.dgn Sheet 2020-07-14 5:08:13 PM william.croxton



* SUSPEND/RESUME WORK LIMITS FOR CR-705 AIRPORT ACCESS ROAD:
STA 106+80.05, LT./STA 122+02.68, RT.
STA 109+42.47, RT./STA 125+69.20, RT.

NOTES:
1. THERE ARE NO EXISTING LANDSCAPED AREAS WITHIN THE WORK LIMITS.
2. EXISTING RAMP GEOMETRY NOT SHOWN ON THIS SHEET. SEE ROADWAY PLAN SHEETS AND INTERCHANGE DETAILS FOR BOTH EXISTING AND PROPOSED RAMP GEOMETRY

CROSS REFERENCES:
SEE SHEET 3 FOR PROJECT CONTROL.
SEE SHEET 5 HORIZONTAL CURVE DATA
SEE SHEET 15 FOR SURVEYING PARAMETERS NOTE.
SEE SHEET 235 FOR INTERCHANGE DETAILS (SOUTH).
SEE SHEET 236 FOR INTERCHANGE DETAILS (NORTH).

SCHEMATIC PLAN - STA 725+00 TO STA 782+00

MOT-40-13.33

JA15-184_MOT_40_LGSTC\5.0 Design (Work) Phase\MOT\98794\roadway\sheets\98794CB002.dgn Sheet 2020-07-14 5:08:19 PM william.croxton

BACK

City Manager's Report

4.

From **5560 - CS/Information Technology**

Date **August 12, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **$67,142.26 through 8/23/2021**

Name **Sisense, Inc.**

Address **1359 Broadway, 4th Floor**
New York, NY 10019

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1166-65	$67,142.26

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

Description

Third Renewal and Amendment to the End User License Agreement

The Department of Information Technology requests permission for a Third Renewal and Amendment with Sisense, Inc. in the amount of $67,142.26 and to extend the term of the Agreement through August 23, 2021. This Renewal and Amendment will cover the original Sisense server with the advanced IT package including the backup server with corresponding licensing for Administrators, Designers, and the Viewers. The dashboards used to present the key performance indicators for the Issue 9 projects displayed on the City's website were developed using the Sisense technology.

The original Agreement with Sisense, Inc was approved on August 16, 2017 in the amount of $50,000.00 and the First Renewal and Amendment was approved on July 11, 2018 in the amount of $60,900.01. The Second Renewal and Amendment was approved on August 14, 2019 in the amount of $63,945.21, increasing the total Agreement amount to $174,845.22. The fees for the time period beginning August 24, 2020 and ending August 23, 2021 shall be in an amount not to exceed $67,142.26. This will increase the total Agreement amount to $241,987.48.

The Renewal and Amendment has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Renewal and Amendment are attached.

Signatures/Approval

Desa Foster
Division

Kenneth R. Couch Digitally signed by Kenneth R. Couch Date: 2020.08.06 09:30:17 -04'00'
Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20 - 1780

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

____ New Contract X Renewal Contract ____ Change Order

Contract Start Date	08/16/17
Expiration Date	08/23/21
Original Commission Approval	$ 241,987.48
Initial Encumbrance	$ 174,845.22
Remaining Commission Approval	$ 67,142.26

Original CT/CF	CT17-1780
Increase Encumbrance	$ 67,142.26
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

____ 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: $ 67,142.26 Fund Code 10000 (Fund) 5560 (Org) - 1166 (Acct) - 65 (Prog) - XXXX (Act) - XXXX (Loc)	Amount: Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - XXXX (Act) - XXXX (Loc)
Amount: Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - XXXX (Act) - XXXX (Loc)	Amount: Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Sisense, Inc.

Vendor Address: 1359 Broadway, 4th Floor (Street) New York, NY (City, State) 10019 (Zipcode + 4)

Federal ID: 45-3944753

Commodity Code: 96185

Purpose: Third Renewal and Amendment to extend the expiration date of the term of the Agreement to August 23, 2021. This Renewal and Amendment will cover the original Sisense Server with Advanced IT Package including the backup server with corresponding licensing for Administrator, Designers, and the Viewers.

Contact Person: Desa Foster Central Svcs./Information Technology Department/Division 7/28/2020 Date

Originating Department Director's Signature: Kenneth R. Couch Digitally signed by Kenneth R. Couch Date: 2020.07.29 07:53:14 -04'00'

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.

for Finance Director Signature 8/4/2020 Date

CF Prepared by Joseph Marshall 8/4/2020 Date CT20 - 1780 CF/CT Number

HB 8/4/2020

MEMORANDUM | DAYTON

July 30, 2020

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Desa Foster, Manager *Desa Foster*
Department of Information Technology

SUBJECT: Sisense Third Renewal and Amendment

Sisense provides licenses, maintenance and support for the City's dashboard reporting software used by the Department of Procurement, Management and Budget's Data Team. This technology was first implemented in 2017.

The existing agreement provides support for the Sisense production and backup servers, as well as the licenses for Administrators, Designers and Viewers. The third renewal and amendment to the end user license agreement extends support through August 23, 2021.

The total amount for the third renewal is $67,142.26.

Approved:

Kenneth R. Couch Digitally signed by Kenneth R. Couch
Date: 2020.07.30 15:00:52 -04'00'

Kenneth R. Couch, Interim Director
Department of Information Technology

THIRD RENEWAL AND AMENDMENT TO THE END USER LICENSE AGREEMENT FOR SOFTWARE BETWEEN THE CITY OF DAYTON, OHIO AND SISENSE, INC.

THIS THIRD AMENDMENT TO THE END USER LICENSE AGREEMENT FOR SOFTWARE ("Third Amendment"), is made and entered into this 24th day of August, 2020 between Sisense, Inc. ("Licensor") and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City and Licensor entered into an End User License Agreement for Software on August 24, 2017 for software licenses and services ("Agreement"); and,

WHEREAS, The City and Licensor entered into a First Amendment to the End User License Agreement for Software on July 17, 2018 ("First Amendment"), which extended the term of the Agreement and incorporated additional services; and,

WHEREAS, The City and Licensor entered into a Second Amendment to the End User License Agreement for Software on August 14, 2019 ("Second Amendment"), which extended the term of the Agreement and incorporated additional services; and,

WHEREAS, The City and the Licensor desire to further amend the Agreement; and,

NOW, THEREFORE, in order to accommodate the City's need for additional services, both parties have agreed to amend the Agreement as follows:

1. Section 3, COMPENSATION FOR SOFTWARE LICENSES A. LICENSE FEES, is hereby deleted in its entirety and replaced with the following:

Total remuneration in this Agreement shall not exceed TWO HUNDRED FORTY-TWO THOUSAND ONE HUNDRED FORTY-THREE DOLLARS AND ZERO CENTS ($242, 143.00), inclusive of expenses, for the licenses to the Software granted by the Licensor in accordance with this Agreement. The fees for the time period beginning August 24, 2020 and ending August 23, 2021 shall be in an amount not to exceed Sixty-Seven Thousand One Hundred Forty-Two Dollars and Twenty-Six Cents ($67,142.26). The total fees for the agreement include the following: the licenses and onboarding services; support services and training as outlined in Exhibit A to the initial Agreement; the licenses that consist of the Software listed in Licensor's Order ID: 0Q00W000002cFjYSAU dated May 25, 2018, as stated on the First Amendment to the Agreement; and, the licenses that consists of the Software listed in Licensor's Order ID: 0Q00W000002rCWnSAM dated May 13, 2019; and the licenses that consists of the Software listed in Licensor's Order ID: 0W00W000002t9OZSAY dated May 20, 2020 and provided to the City, as follows:

Product	Quantity	Price	Total Price
Sisense Server w/ Advanced IT Package Includes 1 Admin, 1 Designer and 10 Viewers per Sisense Server	1	$40,516.88	$40,516.88
Additional Admins	4	$1,157.63	$4,630.50
Additional Designers	9	$1,157.63	$10,418.63
Additional Viewers	40	$520.93	$20,837.25
Backup/Dev Sisense Server	1	$9,261.01	$9,261.01
License Total			$85,664.27
Discount			($18,522.00)
Grand Total			$67,142.26

2. Section 4, TERM, is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall terminate upon the expiration of the Subscription Period commencing on August 24, 2020 and ending on August 23, 2021. Renewals of this Agreement will be subject to the process referenced within SECTION 11. GENERAL PROVISIONS, Section J. AMENDMENT.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

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

SISENSE, INC. DocuSigned by:

By: Shiri Blackman
4C320B708FFE40C...
Shiri Blackman

Its: Finance Director

CITY OF DAYTON, OHIO

City Manager

Date

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

_____, 2020

Min. / Bk. _____ Pg. _____

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

7/15/2020

X Amelia N. Blankenship

City Attorney
Signed by: Blankenship, Amelia

CITY OF DAYTON FINANCE
[illegible]
[illegible]D

City Manager's Report

3.

From **5560 - CS/Information Technology**

Date **August 14, 2019**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **$63,945.21 (thru 8/23/20)**

Name **Sisense, Inc.**

Address **1359 Broadway, 4th Floor**
New York, NY 10019

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1166-65	$63,945.21

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

Description

SECOND RENEWAL AND AMENDMENT TO THE END USER LICENSE AGREEMENT

The Department of Central Services, Division of Information Technology requests permission for a Second Renewal and Amendment with Sisense, Inc. in the amount of $63,945.21 and extend the term of the Agreement through August 23, 2020. This Renewal and Amendment will cover the original Sisense server with the advanced IT package including the backup server with corresponding licensing for Administrators, Designers, and the Viewers.

The original Agreement with Sisense, Inc. was approved on August 16, 2017 in the amount of $50,000.00 and the First Renewal and Amendment was approved on July 11, 2018 in the amount of $60,900.01. This Second Renewal and Amendment in the amount of $63,945.21 will increase the total Agreement amount to $174,845.22.

The Renewal and Amendment has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the Renewal and Amendment are attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT19-1780

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract X Renewal Contract X Change Orders

Contract Start Date	08/16/17
Expiration Date	08/23/20
Original Commission Approval	$ 174,845.22
Initial Encumbrance	$ 110,900.01
Remaining Commission Approval	$ 63,945.21

Original CT/CF	CT17-1780
Increase Encumbrance	$ 63,945.21
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 63,945.21 Fund Code 10000 - 5560 - 1166 - 65 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Sisense Inc

Vendor Address: 1359 Broadway, 4th Floor New York NY 10019
Street City State Zipcode + 4

Federal ID: 45-3944753

Commodity Code: 96185

Purpose: Second Renewal and Amendment to extend the expiration date of the term of the Agreement to August 23, 2020. This Renewal and Amendment will cover the original Sisense Server with Advanced IT Package including the backup server with corresponding licensing for Administrators, Designers, and the Viewers.

Contact Person: Desa Foster Central Services/Information Technology (Department/Division) 30-Jul-19 (Date)

Originating Department Director's Signature: 07/31/19

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 appropirated 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.

Finance Director Signature 8-1-19 (Date)

Sonia Williams 8/1/19 (Date) CT19-1780 (CF/CT Number)
CF Prepared by

SECOND RENEWAL AND AMENDMENT TO THE END USER LICENSE AGREEMENT FOR SOFTWARE BETWEEN THE CITY OF DAYTON, OHIO AND SISENSE, INC.

THIS SECOND RENEWAL AND AMENDMENT TO THE END USER LICENSE AGREEMENT FOR SOFTWARE (this "Second Amendment") is entered into this ____ day of _____, 2019 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Sisense, Inc. (hereinafter referred to as "Licensor").

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an End User License Agreement for on August 24, 2017 for software licenses and services (the "Agreement"); and,

WHEREAS, The City and Licensor entered into a First Amendment to the End User License Agreement for Software on July 17, 2018 (the "First Amendment"), which extended the term of the Agreement and incorporated additional services; and,

WHEREAS, the City and the Licensor desire to amend the Agreement to extend the term;

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

1. Section 3. COMPENSATION FOR SOFTWARE LICENSES A. LICENSE FEES is hereby deleted in its entirety and replaced with the following:

   Total remuneration in this Agreement shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS ($175,000.00), inclusive of expenses, for the licenses to the Software granted by the Licensor in accordance with this Agreement. These fees include the following: the licenses and onboarding services; support services and training as outlined in Exhibit A to the initial Agreement; the licenses that consist of the software listed in Licensor's Order ID: 0Q00W000002cFjYSAU dated May 25, 2018, as stated on the First Renewal to the Agreement; and, the licenses that consists of the software listed in Licensor's Order ID: 0Q00W000002rCWnSAM dated May 13, 2019 and provided to the City, as follows:

Product	**Annual Price/ Unit**	**Quantity**	**Net Price**
Sisense Server w/ Advanced IT Package Licensed to accommodate up to 100M Rows Includes 1 Admin, 1 Designer and 10 Viewers per Sisense Server	$ 38,587.50	1	$ 38,587.50
Additional Admins	$ 1,102.50	4	$ 4,410.00
Additional Designers	$ 1,102.50	9	$ 9,922.50
Additional Viewers	$ 496.13	40	$ 19,845.20
Backup/Dev Sisense Server Licensed to accommodate up to 100M Rows	$ 8,820.01	1	$ 8,820.01
Discount	($17,640.00)	1	($ 17,640.00)
Total Licenses Fees			$ 81,585.21
Overall Discount			**($ 17,640.00)**
Net Total Licenses Fees			**$ 63,945.21**

2. **Section 4. TERM** is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall terminate upon the expiration of the Subscription Period commencing on August 24, 2019 and ending on August 23, 2020. Renewals of this agreement will be subject to the process referenced within SECTION 11. GENERAL PROVISIONS, section J. AMENDMENT.

3. Except as modified by this the Second Amendment, the Agreement between the City and Licensor, as previously amended, shall remain unchanged and in full force and effect.

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

THE CITY OF DAYTON, OHO

_____
City Manager

SISENSE, INC.

By:_____

Print: Todd Sloan

Its: CFO

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2019

Min. Bk. _____ Pg. _____

_____
Clerk of the Commission

FIRST RENEWAL AND AMENDMENT TO THE END USER LICENSE AGREEMENT BETWEEN THE CITY OF DAYTON, OHIO AND SISENSE, INC. FOR SOFTWARE

THIS FIRST AMENDMENT TO THE END USER LICENSE AGREEMENT FOR SOFTWARE ("Amendment"), is entered into this 17th day of July, 2018 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and The Sisense Inc.(hereinafter referred to as "Licensor").

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an Agreement ("Agreement") on August 24, 2017 for software licenses and services; and,

WHEREAS, the City and the Consultant agree to amend the Agreement to extend the term of the Agreement and to provide for additional licenses;

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

1. Section 3. COMPENSATION FOR SOFTWARE LICENSES A. LICENSE FEES is hereby deleted in its entirely and replaced with the following:

   Total remuneration in this Agreement shall not exceed SIXTY THOUSAND NINE HUNDRED DOLLARS AND ONE CENT ($60,900.01), inclusive of expenses, for the license to the Software granted by the Licensor in accordance with this Agreement. These fees include the licenses that consists of the software listed in Licensor's Order ID: 0Q00W000002cFjYSAU dated May 25, 2018 and provided to the City, as follows

Product	**Annual Price/ Unit**	**Quantity**	**Net Price**
Sisense Server w/ Advanced IT Package Licensed to accommodate up to 100M Rows Includes 1 Admin, 1 Designer and 10 Viewers per Sisense Server	$35,000.00	1	$ 35,000.00
Additional Admins	$1,000.00	4	$ 4,000.00
Additional Designers	$1,000.00	9	$ 9,000.00
Additional Viewers	$450.00	40	$ 18,000.00
Backup/Dev Sisense Server Licensed to accommodate up to 100M Rows	$11,700.01	1	$ 11,700.01
Discount	($16,800.00)	1	($ 16,800.00)
Total Licenses Fees			$ 77,700.01
Overall Discount			**($ 16,800.00)**
Net Total Licenses Fees			**$ 60,900.01**

This above fee schedule hereby replaces the fee schedule which was outlined on Exhibit B of the original Agreement, which was attached thereto.

2. **Section 4. TERM** is hereby deleted in its entirety and replaced with the following:

This Renewal and Amendment shall commence upon execution by the City and it shall terminate upon the expiration of the Subscription Period commencing on August 24, 2018 and ending on August 23, 2019. Renewals of the agreement will be subject to the process referenced within SECTION 12. GENERAL PROVISIONS, Section J. AMENDMENT.

3. Except as modified by this First Renewal and Amendment, the Agreement between the City and Consultant shall remain unchanged and in full force and effect.

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

THE CITY OF DAYTON, OHIO

City Manager

SISENSE, INC.

By:

Print: Todd Stern

Its: CFO

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

July 11, 2018

Min. Bk. 715 Pg. _____

Clerk of the Commission

END USER LICENSE AGREEMENT
For
SOFTWARE

THIS END USER LICENSE AGREEMENT ("Agreement") is made and entered into on this 24th day of August, 2017, between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Sisense, Inc. ("Sisense" or "Licensor"), a Delaware corporation with its principal office at 1359 Broadway, 4th Floor, New York NY 10018.

WITNESSETH THAT:

WHEREAS, The City identified a need for specific software and corresponding professional services; and

WHEREAS, The Licensor licenses its business intelligence software and provides ancillary services related to its software.

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

SECTION 1. SCOPE OF SERVICES

The Licensor shall provide the software license set forth in Exhibit "A", titled "SOFTWARE LICENSE", which is attached hereto and incorporated herein by reference. Exhibit A defines the scope of the license granted hereunder in Licensor's software (the "Software") and the term of such license (the "Subscription Period" as defined on Exhibit A).

The Software is licensed to the City pursuant to the terms and conditions of the End User License Agreement attached hereto as Exhibit "C" (the "License Agreement"). The License Agreement is incorporated herein as if fully set forth herein. To the extent of any inconsistency between the License Agreement and this Agreement, this Agreement shall prevail.

Also included in the license granted in the Software are the onboarding services described on Exhibit A, Support Services at the Standard Support level as provided in the License Agreement and Sisense Academy training webinars as provided in the Agreement.

SECTION 2. BACKGROUND CHECK

Licensor's personnel assigned to perform services specifically for the City under this Agreement may be subject to criminal history background check(s) (including but not restricted to fingerprinting and identify verification).

SECTION 3. COMPENSATION FOR SOFTWARE LICENSE

A. LICENSE FEES

Total remuneration in this Agreement shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00), inclusive of expenses, for the license to the Software granted by the Licensor in accordance with this Agreement. These fees include the license and the onboarding services, support services and training as outlined in Exhibit A.

B. BILLING FREQUENCY

Licensor shall submit an invoice as outlined in Exhibit "B", titled "COMPENSATION" upon execution of this Agreement. Unless disputed, the City shall tender payment within thirty (30) days of receipt of the Licensor's invoice. In the event the City disputes an invoiced amount in good faith, the City shall notify Licensor of such dispute, providing sufficient detail of the basis of the dispute within 30 days of date of invoice and the parties shall work together promptly and in good faith to resolve such dispute. The City shall not be obligated to pay any amount so disputed in good faith until such dispute is resolved.

SECTION 4. TERM

This Agreement shall commence upon execution by the City and it shall terminate upon the expiration of the Subscription Period as defined on Exhibit A. Renewals of this agreement will be subject to the process referenced within SECTION 12. GENERAL PROVISIONS, section J. AMENDMENT.

SECTION 5. CITY'S RESPONSIBILITIES

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

Licensor shall be able to rely on the accuracy and completeness of all information provided by the City, without independent audit or verification thereof (except where any verification is specifically part of the scope of services to be provided).

SECTION 6. STANDARD OF CARE

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

SECTION 7. CONFIDENTIALITY

All information provided to and/or gathered by Licensor from the City during the term of this Agreement shall be deemed "confidential" information to the extent that it is classified as "private" under the laws of the State of Ohio or is not independently available to the general public. To the extent permitted by law, Licensor agrees that it shall not disclose such information to any third party without the City's written consent. Licensor shall also take all reasonable steps to protect against the disclosure of the City's confidential information.

Nothing in this Section shall prohibit or limit Licensor's disclosure of confidential information when such disclosure is required by an order of a Court or under state or federal law, or when such disclosure is authorized in writing by the City.

SECTION 8. INDEMNIFICATION AND LIABILITY

Licensor shall indemnify and defend the City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the gross negligence or willful misconduct or fraud of Licensor and its agents, employees, consultants, sub-consultants and representatives in undertaking and performing its obligations under this Agreement; however, no indemnification will be required for any claims, losses, damages or expenses resulting from any negligence or willful misconduct of the City or any of the other Indemnitees. This Article shall survive early termination or expiration of this Agreement.

Notwithstanding the terms of any other provisions, (I) the total liability of Licensor and its subsidiaries, officers, employees, and agents for all claims of any kind arising out of Licensor's services, whether in contract, tort, or otherwise, shall be limited to the total fees paid to Licensor under this agreement; and (II) neither party shall in any event be liable for any indirect, consequential, or punitive damages, even if it has been advised of the possibility of such damages.

SECTION 9. INSURANCE

During the term of this Agreement, Licensor 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 accident.
3. Employers' Liability Insurance, having a limit of $500,000 for each occurrence.
4. Licensor shall maintain errors and omissions insurance in the amount of $1,000,000.

Current certificates of insurance for all policies and concurrent policies required to be maintained

by Licensor pursuant to this Article shall be furnished to the City upon reasonable request. All such insurance policies, excluding Errors and Omissions Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. Licensor shall endeavor to provide a minimum of thirty (30 days advance written notice to the City in the event of cancellation or diminution of coverage below the amounts required hereunder.

Licensor 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.

SECTION 10. TERMINATION

This Agreement may be immediately terminated by the City upon written notice in the event of substantial failure by Licensor to perform in accordance with the terms of this Agreement. Licensor shall have thirty (30) calendar days from the date of the termination notice to cure or submit a plan for cure acceptable to the City.

Any such termination shall not relieve Licensor of any liability to the City for damages sustained by virtue of any breach by Licensor. The City will be under no further monetary obligation or commitment to Licensor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

SECTION 11. GENERAL PROVISIONS

A. DELAY IN PERFORMANCE

Neither the City nor Licensor 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 Licensor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, consultants, sub-consultants and/or representatives.

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 AND VENUE

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. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

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:

City:
City of Dayton, Ohio
101 West Third Street
Dayton, Ohio 45402
Attn: Desa Foster, Division of Information Technology

Licensor:
Sisense, Inc.
1359 Broadway, 4th Floor
New York, NY 10018
Attn: Chief Financial Officer

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Licensor 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 and may bar Licensor from receiving future City contracts.

E. WAIVER

A waiver by the City or Licensor 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 void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement. Any void, unenforceable, invalid or illegal provisions 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.

G. INDEPENDENT CONSULTANT

By executing this Agreement, Licensor acknowledges and agrees that it will be providing services to the City as an "Independent Consultant". As an Independent Consultant for the City, Licensor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Licensor 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.

Licensor, its employees and any persons retained or hired by Licensor 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. Licensor acknowledges its employees are not "public employees" for the purpose of membership and/or participation in the Ohio Public Employees Retirement System ("OPERS"). Further, Licensor shall be responsible to withhold and pay, or cause such agents, consultants and sub-consultants to withhold and pay, all applicable local, state and federal taxes.

H. ASSIGNMENT

Licensor 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 Licensor from employing independent consultants, associates, and sub-consultants to assist in the performance of its obligations under this Agreement.

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 Licensor.

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.

K. POLITICAL CONTRIBUTIONS

Licensor 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 Licensor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

August 16, 2017

Min./Bk. 115 Pg. _____

Clerk of Commission

SISENSE, INC.

By: _____

Print: Todd Sloan

Its: CFO

EXHIBIT A
SOFTWARE LICENSE

The Software licensed under this Agreement is licensed for a term commencing on August 18, 2017 and ending on August 17, 2018 (the "Subscription Period") and shall consist of the software listed in Licensor's Order ID: 0Q0CPQ1678 dated August 18, 2017 and provided to the City, as follows:

Product	Quantity
Sisense Server w/ Advanced IT Package Licensed to accommodate up to 100M Rows. Includes 1 Admin, 1 Designer and 10 Viewers per Sisense Server	1
Additional Admins	4
Additional Designers	9
Additional Viewers	40

- On Boarding service is included, under the following terms: 10 hours of on boarding guidance will be provided during a period of up to 8 weeks from the agreed first on boarding meeting (the "On Boarding Period"). All On Boarding services must be used during the On Boarding Period unless the parties agree to an extension of the On Boarding Period.

- Support Level: Standard Support is included

- Sisense Academy training webinars are included

EXHIBIT B
COMPENSATION

1. The total "Not-To-Exceed" license fee for the Software license granted as outlined in Exhibit "A", titled "SOFTWARE LICENSE" to this Agreement, for the Subscription Period set forth on Exhibit A is $50,000.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including direct expenses.
2. The license fee is broken down as follows:

Product	**Annual Price/ Unit**	**Quantity**	**Net Price**
Sisense Server w/ Advanced IT Package Licensed to accommodate up to 100M Rows Includes 1 Admin, 1 Designer and 10 Viewers per Sisense Server	$35,000	1	$ 35,000.00
Additional Admins	$1,000	4	$ 4,000.00
Additional Designers	$1,000	9	$ 9,000.00
Additional Viewers	$450	40	$ 18,000.00
Discount	($16,000)	1	($ 16,000.00)
Total Licenses Fees			$ 66,000.00
Overall Discount			**($ 16,000.00)**
Net Total Licenses Fees			**$ 50,000.00**

Exhibit C
End User License Agreement

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE SISENSE SOFTWARE PRODUCT/S LICENSED BY LICENSEE PURSUANT TO AND AS LISTED IN THE APPLICABLE SALES ORDER, AND/OR BEFORE DOWNLOADING OR INSTALLING THE SOFTWARE, AND INDICATE YOUR ACCEPTANCE BY CHOOSING "I ACCEPT". THE SOFTWARE IS COPYRIGHTED AND IS LICENSED (NOT SOLD). BY CHOOSING "I ACCEPT", YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS LICENSE AGREEMENT. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE, BETWEEN YOU ("**LICENSEE**") AND **SISENSE, INC.** ("**LICENSOR**"), AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING
BETWEEN THE PARTIES. You may print and keep a copy of this Agreement. For the sake of clarity, these terms and conditions shall not apply to Licensees who have licensed the Software through, and signed an end user license agreement with, a reseller authorized by Sisense to resell subscriptions to the Software, so long as such end user license agreement complies substantially with the terms and conditions of this Agreement. In such cases, Licensee is granted its license in the Software by and through the reseller and not directly by Sisense.
This Agreement has 3 sections:

Section I applies if you are downloading or using the Software free of charge for evaluation purposes only.

Section II applies if you have purchased or have been otherwise granted by Licensor a license to use the Software.

Section III applies to all grants of license. Definitions of capitalized terms used in this Agreement are set forth in Section 21 below.

SECTION I -- TERMS APPLICABLE TO GRANT OF EVALUATION LICENSE

1. **Evaluation Licenses.**

   1.1. If Licensee is downloading the Software for the first time, solely for purposes of considering the purchase of a subscription to the Software, Licensor hereby grants to Licensee, and Licensee accepts, a nonexclusive, non-transferable, non-sub-licensable, limited right to use the Software in machine-readable, object code form, free of charge, for the purpose of evaluating whether to purchase a Software license, subject to the terms herein. Licensee may use the Software during the evaluation period for internal operations, on up to two Authorized Servers, by the Authorized Users specified upon download of the Software. The evaluation period is limited to a maximum of 14 days, unless Licensor has extended such period at its sole discretion.

   1.2. If Licensee is a current subscriber to the Software who has agreed to participate in testing of a pending release of the Software or certain features or functionality of the Software prior to its general release, for purposes of identifying issues and providing feedback (a "**Beta Test**"), Licensor hereby

grants to Licensee, and Licensee accepts, a nonexclusive, non-transferable, non-sub-licensable, limited right to use the Software in machine-readable, object code form, free of charge, for the purpose of participating in the Beta Test, subject to the terms herein. Licensee may use the Software during the evaluation period for internal operations, on up to two Authorized Servers, by the Authorized Users specified upon download of the Software. The Beta Test term is limited to the period communicated by Licensor to Licensee in connection with offering Licensee the opportunity to participate in the Beta Test, unless Licensor has extended such period at its sole discretion.

Documentation or support may be provided at Licensor's sole discretion for evaluation licenses. Each evaluation license shall expire at the end of the evaluation period. Licensee hereby acknowledges that Licensor reserves the right to terminate Licensee's evaluation license at any time, with or without notice. Upon expiration or termination of the evaluation license Licensee shall immediately cease using the Software and promptly destroy it and certify to Licensor that Licensee has acted accordingly.

2. Disclaimer of Warranty

Under evaluation licenses, the Software is provided on an "AS IS" basis, without warranty of any kind. SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION AND MERCHANTABILITY SHALL NOT APPLY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY LICENSEE. LICENSEE'S SOLE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH THE SOFTWARE IS TO STOP USING IT. This disclaimer of warranty constitutes an essential part of the agreement.

If Licensee wishes to purchase a license, contact Licensor at sales@sisense.com or via www.sisense.com.

SECTION II -- APPLICABLE TERMS WHEN GRANTED A LICENSE

3. **License Grant.** Subject to payment of license fees under a valid Sales Order ("**Sales Order**"), Licensor hereby grants Licensee, and Licensee accepts, a nonexclusive, nontransferable, non-sub- licensable, limited license to use the Software, in machine-readable, object code form only, by the Authorized Users to support Licensee's internal business operation, strategy and decision making process, in accordance with the license scope and terms set forth in the Sales Order and in Section III below.

Subject to payment of the fees in the Sales Order, the activation and use of the Software shall be enabled remotely on Licensor's servers following the download of the Software.

4. **Limitation of Warranty.** During a warranty period commencing upon the date of first download of the Software by Licensee and continuing for three (3) months thereafter, Licensor warrants, for Licensee's benefit alone, that the Software, if operated as directed, shall operate substantially in accordance with the functional specifications in the Documentation. Licensor does not warrant that Licensee's use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure or that it will

be compatible with all of Licensee's equipment or software configurations or that the Software is designed to meet all of Licensee's business requirements. Licensor's sole liability and Licensee's exclusive remedy for any breach of this warranty shall be that Licensor shall use reasonable commercial efforts to remedy any failure of the Software to materially conform to its Documentation in accordance with the terms of the Support Services (as defined hereunder), provided that (i) Licensee has fully paid all applicable fees, (ii) Licensee is not otherwise in breach of this Agreement, and (iii) Licensee notifies Licensor in writing of the claimed failure promptly upon discovery and within the warranty period, with a specific description of the Software's nonconformance and Licensor is able to replicate such nonconformance. Should Licensor be unable to remedy such failure within a reasonable time after notice has been provided, Licensee shall be entitled to terminate this Agreement with respect to the non-conforming Software and to receive a refund of license fees paid hereunder with respect to such Software for the then current annual term of the license granted hereunder for such Software. For the sake of clarity, Licensee shall be entitled to Support Services as described in Section 14 throughout the Term of this Agreement.

Licensor may disclaim any obligation or liability under this Section 4 if Licensor determines that: (i) the Software has been altered, modified, or serviced other than by or with the approval of Licensor; (ii) the Software has been improperly installed or used in a manner other than as specified in the Documentation; or (iii) Licensee has breached the terms of this Agreement. The warranty shall not apply if the Software is used on or in conjunction with hardware other than the unmodified version of the hardware with which the Software was designed to be used as described in the Documentation.

5. **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE AND/OR SERVICES. LICENSOR DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS. NO LICENSOR DEALER, DISTRIBUTOR, RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

6. **Indemnification**. Licensor shall defend or settle any third party action, claim or proceeding brought against Licensee that use of the Software in accordance with the terms of this Agreement infringes any third party intellectual property right ("**Claims**") and shall indemnify Licensee against all damages and liabilities finally awarded or paid in settlements and arising out of such Claims. Licensor's foregoing defense and indemnity obligation shall not extend to claims based on (i) unauthorized modification or use of the Software made by any third party other than by or with the approval of Licensor; (ii) the combination of the Software with infringing items not supplied by Licensor or approved by Licensor for use with the Software in the Documentation to the extent such claim would not have arisen but for the combination; (iii) Open Source Software components; or (iv) Licensee's use of any release which is not a release of the latest available Version of the Software. As a condition to Licensor's indemnity obligation Licensee shall give Licensor prompt notice of any such claim, grant Licensor sole control of the defense and/or settlement of any such claim (provided that Licensor shall not enter into any settlement that admits liability on behalf of

Licensee or imposes any obligations on Licensee other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by Licensor. If the Software or part thereof becomes, or in Licensor's opinion may become, subject to a Claim or Licensee's use thereof may be otherwise enjoined, Licensor may, at its option, either: (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unused Term, if any, upon the return or destruction (and certification of destruction) of the Software.

SECTION III -- TERMS APPLICABLE TO ALL GRANTS OF LICENSE

7. **Scope of License.** The type and scope of license will be specified in the Sales Order.

7.1. The Sales Order will specify the number of Licensee's Authorized Users, and the number of Licensee's Authorized Servers. Authorized Users shall receive a personal login and password which should be maintained securely by Licensee from unauthorized use. Licenses may not be shared. If Licensee wishes to add Authorized Users or Authorized Servers, purchase of additional licenses is required. Authorized Users fall into one of the following three categories: Administrators, Designers or Viewers.

Licensee's Authorized Users shall have the right to use the Software in and perform or access different functions of the Software as further detailed and described in the Documentation.

7.2. If an Authorized Server becomes non-operable, the Software may be installed on a substitute server authorized by Licensor. Concurrent use on two or more servers is not permitted without explicit written authorization from Licensor and the payment of applicable license fees.

7.3. For the sake of clarity, Licensee shall not use any technical or other means within or external to the Software to exceed use of the Software as licensed under the applicable Sales Order; for example, by providing access to dashboards, etc., other than to Authorized Users unless the applicable Sales Order expressly permits use such as Unlimited Static Access.

8. **Limitations**. Without derogating from Section 7 above, Licensee may not, and may not permit any third party to: (i) attempt to obtain, receive, review, or otherwise use or have access to the source code for the Software (or any part thereof) by decompilation, disassembly or other means except as is required to be permitted under applicable law; (ii) copy, reverse engineer, translate or modify the Software except as is required to be permitted under applicable law; (iii) sublicense, transfer, rent or lease the Software or use it as part of a service bureau to provide services, views and business intelligence or as a module for other software; (iv) test the Software or use the Software in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without Licensor's prior written approval; (v) represent that Licensee possess any proprietary interest in the Software; (viii) directly or indirectly, take any action to contest Licensor's intellectual property rights evidenced by or embodied in or connected or related to the

Software or infringe them in any way; or (ix) use the Software for the purpose of building a similar or competitive product or in any other manner competing with Licensor. For avoidance of doubt and without derogating from the foregoing, Licensee may not use the Software in order to engage, directly or through any third party, in development of any product which is or may constitute a derivative work of the Software or may infringe upon Licensor's intellectual property rights.

In the event of a license to the US Government the following shall apply: As defined in FAR section 2.101, any software and documentation provided by Licensor are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Government technical data and software rights related to the Software and any related services include only those rights customarily provided to the public as defined in this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

9. **Licensee Data**. All data stored or managed by means of the Software is **"Licensee Data."** Licensee Data will be imported from different source systems that Licensee uses (like SalesForce.com, Oracle, MS SQL etc.) and may need further transformation like defining of relationships between tables that come from different databases. Licensee is required to have legal access to all Licensee Data. Licensee is required to comply with data protection laws and regulations and with the terms and conditions regarding the different source systems that Licensee uses. Licensee is solely responsible for back up of Licensee Data. Under no circumstances will Licensor be liable for any loss of or damages to Licensee Data or any data that is transferred or used by Licensee by means of the Software. It is explicitly agreed that all Licensee Data shall always reside on Licensee's own servers and systems.

10. **Protection of Licensee Data.** If and to the extent Licensor has access to Licensee Data, Licensor shall employ and maintain various safeguards in accordance with generally accepted industry standards for protection of the security, confidentiality and integrity of Licensee Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Licensee Data by Licensor's employees except (a) to provide those support services purchased in accordance with the applicable Sales Order and address service or technical problems, (b) as compelled by law, or (c) as Licensee expressly permits Licensor in writing.

11. **Intellectual Property.** Licensee acknowledges and agrees that the Software and the Documentation, including any related services and any revisions, corrections, modifications, enhancements and/or upgrades thereto, are Licensor's or its licensors' property protected under copyright laws and treaties. Licensee further acknowledges and agrees that all right,

title, and interest in and to the Software, including associated intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.), evidenced by or embodied in and/or attached/connected/related to the Software (including, without limitation, the code) Documentation and any related services, are and shall remain with Licensor. This Agreement does not convey to Licensee an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Licensor's intellectual property rights under any law. Licensee understands and acknowledges that the Software contains or includes proprietary confidential information and trade secrets of Licensor.

12. Confidential Information.

12.1. Each party agrees that "**Confidential Information**" includes, without limitation, all technical and non-technical information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either: (a) designated as confidential by the Disclosing Party at the time of disclosure; or (b) should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. Each party, as a Receiving Party will not: (1) use any Confidential Information except for the sole benefit of the Disclosing Party and only to the extent necessary to perform its obligations under this Agreement; or (2) disclose any Confidential Information of the Disclosing Party to any person or entity, except to the Receiving Party's own employees, consultants and agents who are involved in performing this Agreement, have a need to know, and are subject to non-disclosure obligations with terms no less restrictive than those herein.

12.2. The duties described in Section 12.1will not apply to any information that: (a) is now or subsequently becomes generally available in the public domain through no fault or breach of this Agreement by the Receiving Party (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party without restriction from a third party not known by the Receiving Party to be subject to restrictions on disclosure; or (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party. Receiving Party may disclose Confidential Information if and only to the extent it is required to be disclosed by law or court order, so long as, if permitted under applicable law, Receiving Party provides advance notice to the Disclosing Party as promptly as possible and reasonably cooperates with the Disclosing Party's efforts to obtain a protective order regarding such disclosure at Disclosing Party's expense.

12.3. Upon expiration or any termination of this Agreement the Receiving Party will promptly destroy or (if requested) return the Disclosing Party's Confidential Information and all copies thereof, provided that the Receiving Party shall not be obligated to erase Confidential Information contained in archived computer system backups in accordance with the Receiving Party's security and/or disaster recovery procedures, provided further that any such Confidential Information retained by the Receiving Party shall continue to be protected by the confidentiality obligations of this Agreement.

13. **Third Party Software**. The Software contains certain proprietary software provided by third parties including but not limited to certain open source software components ("Third Party Code").

13.1. Third Party Code is licensed under the applicable license terms set forth in the Documentation and if no such terms are set forth therein, then such Third Party Code is licensed under the terms of this Agreement and accordingly, the restrictions contained in this Agreement shall apply to such Third Party Code providers and Third Party Code as if they were Licensor's and the Software respectively.

13.2. Third Party Code that is distributed by Licensor along with the associated license terms is listed at http://www.sisense.com/documentation/3rd-party-open-source/. Open source components are distributed AS IS, without any warranty, express or implied provided by the Third Party Code provider.

14. **Support Services and Professional Services**. For any purchased license and subject to payment of applicable fees, Licensor shall provide standard support and maintenance services ("**Support Services**") in accordance with the terms available at http://pages.sisense.com/rs/sisense/images/sisense-support-terms.pdf (as amended from time to time, the "**Support Terms**"). The Software includes the Remote Support Analysis Module which automatically connects Licensee's computer to Licensor's server to verify successful installation of the Software and its updates. Through operation of the Remote Support Analysis Module, Licensor obtains: (i) non-personally identifiable information, such as manner, consistency, duration, usage pattern, statistics, memory, bandwidth and other information identifying the ways in which Licensee uses the Software; (ii) metadata such as logs, how many requests Licensee issued, commonly used data sources, size of Licensee database, modules used, etc. and (iii) the login id (including email address) for the Licensee representative who licensed the Software. In order to further facilitate troubleshooting of support issues, the Remote Support Analysis Module includes a feature to trace activity to specific user logins. The Remote Support Analysis Module (or the activity tracing feature) can be disabled as part of the Software configuration or can be set to scramble potentially sensitive data that might otherwise be collected at Licensee's sole control and discretion. If the Remote Support Analysis Module is disabled, Licensee acknowledges that Licensor's ability to provide the Support Services may be impaired.

From time to time, Licensee and Licensor may agree that Licensor shall provide Licensee with professional services, the scope, fee and terms of which shall be set forth in a separate Sales Order and subject to Licensor's Professional Services Terms and Conditions in accordance with the terms available at http://www.sisense.com/professional-services-agreement/ as may be amended from time to time.

In addition, Licensor may provide remote assistance with the initial implementation of the Software ("Onboarding Services") during an initial period and limited to the number of hours of effort as set forth on the applicable Sales Order. Further, Licensor offers basic training to Licensee's Personnel through online interactive training programs established by Licensor from time to time, and such online interactive training programs are included in the subscription to the Software licensed hereunder. Any other training

shall be provided at such times and location(s), on such subjects and for such fees as are mutually agreed by the parties on the applicable Sales Order.

15. **Assignment**. Licensee may not assign, delegate, or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of Licensor. Notwithstanding the foregoing, Licensee may from time to time assign this Agreement, in whole or in part, to: (i) one or more of its then consolidated affiliates; or (ii) an acquirer of all or substantially all of its business or assets; and to the extent of any such assignment, the relevant references in this Agreement to Licensee shall apply to such affiliate or acquirer, as the case may be, provided that such affiliate or acquirer assumes all of the obligations hereunder in writing and such assignment or acquisition shall not expand the scope of the license as set forth on the applicable Sales Order nor shall the Software be permitted to be used by any business operations other than as specified on the applicable Sales Order and as were using the Software immediately prior to such assignment or acquisition.

16. **Payment Terms**. Unless otherwise specified in the applicable Sales Order, payment for all Software and services ordered from Licensor by Licensee and taxes shall be made in US Dollars by wire transfer to Licensor and are due within thirty (30) days of the date the invoice was received by Licensee. Except as expressly provided in this Agreement, all payments made hereunder are non- refundable. Failure of Licensee to make any payment when due which is not remedied within 15 days after notice by Licensor shall constitute sufficient cause for Licensor to immediately suspend its performance under this Agreement. Payments of amounts made under this Agreement after their due date will incur interest at a rate equal to one percent (1%) per month (i.e., 12% per annum) or the highest rate permitted by applicable law, whichever is less. Unless otherwise specifically stated in the Sales Order, any discounts provided will apply only to the year they were granted. Standard support services are included within the license fee. Premium support services are optionally available to Licensee subject to payment of applicable fees as set forth on the applicable Sales Order. All taxes or customs duties except income or corporate taxes will be borne by Licensee. If any such tax or duty has to be withheld or deducted from any payment under this agreement, Licensee will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction Licensor shall have received an amount equal to the payment otherwise required. The license fees for each Software license shall automatically be increased by 5% per annum for each Renewal Term (as defined below) for the same licenses on the same terms as were originally purchased.

17. **Term, Termination.** The term of this Agreement shall commence on the Effective Date and continue until no Sales Orders remain outstanding hereunder unless otherwise terminated as stated below. The license term granted under a Sales Order (referred to therein as the "Subscription Period") shall be as set forth in such Sales Order and if no such term is set forth, the license shall continue in force for one (1) year from the date of such Sales Order ("**Initial Term**"). To avoid unintended service interruptions, at the end of the Initial Term, and at the end of each Renewal Term thereafter, this Agreement shall automatically renew for an additional one (1) year term (each, a "**Renewal Term**"), unless either party shall provide written notice to the other party, not less than sixty (60) days prior to such date of expiration, of its election to terminate this Agreement. The Initial Term and each Renewal Term are collectively referred to as the "**Term**." This Agreement may be terminated by either party, at any time prior to the expiration of the then-current Term if the other party

has committed a breach of any of its obligations hereunder that has not been cured within thirty (30) days after receipt of written notice. In the event that the license is terminated for Licensee's breach of this Agreement, all outstanding Sales Orders shall be immediately terminated. Within fifteen (15) days after termination Licensee shall destroy, or return to Licensor, the Software and the Documentation and all copies and portions thereof, and shall provide written certification to Licensor that such destruction or return has been completed. Sections 4 (Limitation of Warranty), 5 (Disclaimer), 6 (Indemnification), 8 (Limitations), 11 (Intellectual Property), 12 (Confidential Information), 17 (Term, Termination), 18 (Limitation of Liability), 20 (Miscellaneous) and 021 (Definitions) will survive the termination or expiration hereof.

18. **Limitation of Liability.** EXCEPT IN CASE OF WILLFUL MISCONDUCT, BREACH OF THE LICENSE SCOPE GRANTED UNDER SECTION 7 HEREOF OR THE INFRINGEMENT INDEMNIFICATION SET FORTH IN SECTION 6 HEREOF, IN NO EVENT SHALL EITHER PARTY'S TOTAL MONETARY OBLIGATION AND LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY UNDER ANY CLAIM FOR ANY CAUSES OF ACTION PURSUANT TO THIS AGREEMENT, EXCEED THE PAYMENTS MADE BY LICENSEE TO LICENSOR FOR THE SOFTWARE AND/OR SERVICES THAT GAVE RISE TO THE ACTION OR CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT, AND IF NO SUCH SOFTWARE OR SERVICES ARE SO APPLICABLE THEN THE MAXIMUM LIABILITY FOR EITHER PARTY SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY LICENSEE TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT.

SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTIES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, COLLATERRAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOST PROFITS, DATA OR GOODWILL SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED TO THIS AGREEMENT OR RELATED AND/OR CONNECTED TO ANY USE OF THE SOFTWARE, EVEN IF THE PUTATIVELY LIABLE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. **Use of Name and Trademarks; Press Release Cooperation**. Unless otherwise requested by Licensee, Licensor may reference Licensee name and use Licensee logo and trademarks as well as indicate that Licensee is a Licensor customer in Licensor's business development and marketing efforts and materials (both printed and online), including without limitation its website. Further, promptly after execution of this Agreement, the parties shall work together in good faith to issue a press release announcing the relationship created hereunder.

20. **Miscellaneous.** If the copy of the Software Licensee received or the Sales Order Licensee executed was accompanied by a modified version of this End User License Agreement which was executed by both Licensee and Licensor, then such modified End User License Agreement will govern the use of the Software and not this Agreement. This Agreement

represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. THE ACCEPTANCE BY LICENSOR OF ANY SALES ORDER IS EXPRESSLY MADE CONDITIONAL ON LICENSEE'S CONSENT TO THE TERMS SET FORTH HEREIN. In the event of a conflict between the terms of a Sales Order and the terms of this Agreement, the terms of the Sales Order shall prevail with respect to that Sales Order only, unless the provision on the Sales Order expressly amends the terms of this Agreement. Except for the foregoing, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed and governed in accordance with the laws of the State of New York (without regard to its conflict of law provisions). The federal and state courts located in the City, County and State of New York shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

Except for payment obligations, neither party shall have any liability under the Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by Force Majeure. If the period for which a party's performance is delayed, hindered or prevented by an event of Force Majeure continues for more than thirty (30) days, then either party may terminate the Agreement immediately by written notice to the other party and such termination shall not be deemed a termination due to breach. In the event of any termination as a result of this paragraph, Licensee's obligation to destroy or return the Software shall remain in effect.

At Licensor's discretion and upon reasonable advance notice, and no more than once per calendar year, Licensor reserves the right to conduct periodic reviews and audits to ensure compliance with the terms of this Agreement.

All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be certified or registered mail, return receipt requested, by nationally-recognized private express courier, or sent by electronic transmission, with confirmation received, to the email address specified below, and shall be deemed complete upon receipt.

Licensor: email: sisense.legal@sisense.com

Licensee: the address and contact information listed in the applicable Sales Order.

21. **Definitions**. For purposes of this Agreement (including any and all Sales Orders,

Schedules and amendments made to or incorporated herein now or in the future), the following capitalized terms shall have the following meaning:

21.1. "**Administrator(s)**" means the Authorized User(s) who are Personnel of Licensee who have the full authorization and access for server, user and data management.

21.2. **"Advanced IT Package"** means a set of features that are bundled in a license option for Authorized Servers, that is licensed hereunder if specified on the applicable Sales Order and that includes:

21.2.1. **SSO** as defined at this link: /documentation/configuring-single-sign-sso/

21.2.2. **API** as defined at the following links:

- **REST API** – http://www.sisense.com/documentation/sisense-rest-api/
- **SQL API** – http://www.sisense.com/documentation/sql-api/

21.2.3. **SDK:** the Software Development Kit, a component of the Software, which allows the development or configuration of the Software.

21.2.4. **Sisense Monitor**: a Sisense service that provides monitoring information regarding the Authorized Servers.

21.2.5. **Unlimited Static Access:** means access provided for unlimited non-authenticated web users (i.e., not Authorized Users) to static PDF's created with the Software without user authentication. Static access does not permit filtering, selections or drilldowns

21.3. "**Authorized Users**" means individual users granted access to use the Software on a named basis. Each Authorized User shall receive a personal login and password which shall be maintained securely by Licensee from unauthorized use. The number of Authorized Users licensed hereunder is specified on the Sales Order(s) executed hereunder.

21.4. "**Authorized Servers**" means the number of Licensee's servers on which the Software may be installed as specified in the applicable Sales Order. For purposes of this Agreement, each Authorized Server shall be licensed for a specific number of Rows or Cores as specified on the applicable Sales Order.

21.5. "**Backup/Development Server**" means a Software instance that is to be used for the sole purpose of development, backup, staging and other non-production uses and may not be used in any way for production use.

21.6. "**Core**" shall be a collection of one or more processor threads and a set of shared execution resources. A processor thread is the architectural state within a processor that tracks execution of a software program thread/task. Hyperthreading and other current and future technologies that materially expand the processing capacity of a Core shall not be permitted to increase the licensed processing capacity of the Core-based licenses granted under this Agreement unless otherwise agreed by the parties.

21.7. "**Dashboards**" means the graphic representation of data extracted from the data source(s) ingested into the Software as designed and created by Designers and/or Administrators using the Software in accordance with this Agreement.

21.8. "**Designer(s)**" means the Authorized User(s) who are Personnel of Licensee that are authorized to create, edit and share Dashboards.

21.9. "**Documentation**" means the standard documentation and user manuals provided or made accessible to Licensee along with the Software and also available at https://www.sisense.com/documentation/.

21.10. "**Force Majeure**" means fire, storm, flood, earthquake, adverse weather conditions, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, general strikes, lock-outs, industrial action or employment dispute not caused by or specific or limited to the affected party, protests, public disorder, general interruptions in communications or power supply, failure or malfunction of computer systems or any other event or circumstance outside the reasonable control of a party to this Agreement.

21.11. "**Intellectual Property**" means all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets and all other proprietary rights belonging to a party in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

21.12. "**Personnel**" shall mean employees and contractors of Licensee where such personnel's
access to the Software and/or the Bundled Software is controlled by Licensee.

21.13. "**Professional Services**" means those services described in Section 14 and in the applicable Sales Order.

21.14. "**Row**"shall be a single record in a table of a Sisense ElastiCube. For licensing purposes, only Rows in tables that were added to the ElastiCube from external sources are counted (i.e., Base table). If a base table is used by several ElastiCubes, it is counted only once.

21.15. "**Software**" means one or more of Licensor's proprietary software products listed in the applicable Sales Order in object code format, and shall include the Documentation and all Updates and Versions of the Software to the extent supplied by Licensor under this Agreement.

21.16. "**Support Terms**" shall have the meaning given such term in Section 14.

21.17. "**Update**" shall have the meaning given such term in the Support Terms.

21.18. "**Version**" shall have the meaning given such term in the Support Terms.

21.19. "**Viewer(s)**" means the Authorized User(s) who are Personnel of Licensee that are authorized to view and filter the Dashboards that Designers share with them via a standard web browser. An Unlimited Viewer license allows unlimited Viewers to be authorized to access the specified Authorized Server. Please note that while there is no legal limit to the number of Viewers, the technical capacity of the server may limit the number of Viewers that may actually access the

Authorized Server.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS LICENSE AGREEMENT AND AGREES TO BE BOUND BY ALL OF THE TERMS.

BACK

City Manager's Report

5.

From **3210 - Aviation/AP Admin & Finance**

Date **August 12, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$1,800.00 (Thru 7/31/2023)**

Name **Ready Credit Corp.**

Address **10340 Viking Drive, Suite 125**
Eden Prairie, Minnesota 55344

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3212-23202-43	$1,800.00

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

Description

CASH TO CARD KIOSK LICENSE AGREEMENT

The Department of Aviation (Aviation) requests permission to enter into a Cash to Card Kiosk License Agreement (Agreement) with Ready Credit Corporation (Ready Credit).

This Agreement will allow the Airport to offer a cashless operations solution through the conversion of cash to prepaid debit cards to passengers and employees. Ready Credit will install one (1) kiosk that dispenses a prepaid debit card in exchange for cash. In an effort to increase passenger amenities at the airport, and to help the airlines who are now 100% cashless, this kiosk will greatly support the need for conversion.

The initial term of this Agreement is a period of three (3) years commencing August 1, 2020 and terminating on July 31, 2023. The Agreement includes a two (2) additional two-year renewal periods.

Each year, Ready Credit will pay the City ten percent (10%) of monthly Gross Revenue collected from the Card Issuance Fee collected per transaction. The total revenue is estimated to be a minimum of $600.00 per year, or $1,800.00 for the three (3) year term. While these revenue projections are low and currently do not need Commission approval, they are so due to the current pandemic. We anticipate a continual and steady growth as air service returns, therefore moving past the $10,000.00 Commission threshold in the term.

This Agreement has been reviewed and approved as to form and correctness by the Department of Law. A Certificate of Revenue is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Ready Credit Corporation

Address 10340 Viking Drive, Suite 125

City Eden Prairie State MN Zip+4 55344 -

Customer # _____ Address Location # A1

Federal ID# 20-1667499

Revenue Information: Fund 51000 Organization 3212 Revenue 23202 Program 46

Contract Information: Contract Start Date 8/1/2020 Contract Expiration Date 7/31/2023

Billing Information: Rate: N/A Arrears X Pre-bill _____

Monthly (1st month of billing) August

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

10% Percentage of gross monthly sales

Departmental Approval [signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-7499 Auditor D Billy Date 8-3-2020

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.

for Director of Finance [signature]

CASH TO CARD KIOSK LICENSE AGREEMENT

THIS CASH TO CARD KIOSK LICENSE AGREEMENT ("Agreement"), is entered into this 30th day of July, 2020, between the City of Dayton, Ohio, a political subdivision in and of the State of Ohio, (hereinafter referred to as "City"), and Ready Credit Corporation, a Nevada corporation, (hereinafter referred to as "Operator"), authorized to conduct business in the State of Ohio.

WITNESSTH THAT:

WHEREAS, The City owns and operates the improved real property known and referred to as the James M. Cox Dayton International Airport (hereinafter referred to as "Airport"), which is situated in the City of Dayton, Counties of Montgomery and Miami and State of Ohio; and

WHEREAS, Operator is engaged in the business to support cashless operations through the conversion of cash to prepaid debit cards ("Service") utilizing self-service ReadySTATION® kiosk ("Kiosk") to the public;

WHEREAS, Operator desires to provide a cashless operations solution through a Kiosk owned and/or operated by Operator, to provide the non-exclusive ability to provide the Service for use by all airlines, airport customers and employees, and pay Airport a Privilege Fee as set forth under the terms and conditions of this Agreement; and

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

ARTICLE I – OPERATOR'S RIGHTS AND OBLIGATIONS

A. Operator is granted the non-exclusive right to provide Service in the Passenger Terminal Building and, and the right to add this Service to the Rental Car Building by the operation of a Kiosk. Operator shall install kiosk(s) that provide the Service by issuing a prepaid debit card to patrons of the airport and airline. This Kiosk does not provide ANY cash at any time. Operator shall provide, install and maintain all equipment, including, but not limited to, the Kiosk, telephone lines, internal equipment wiring and software (collectively, the "Equipment"), necessary for the Service. All Equipment shall be the most technologically advanced equipment available as of the date of this Agreement.

B. Operator is granted the right to install up to two (2) Kiosks for the Service, one location pre-security in the Airport Terminal Building, and a second location to be determined at a later date, in the Rental Car Building, as shown on Exhibit A, which is attached hereto and incorporated herein. Operator shall relocate to alternate Airport premises identified by the City if it is determined that such relocation is necessary for the safe, efficient and proper operation of the Airport or to comply with any rule, regulation, order or directive by any

governmental entity. All costs for such relocation shall be solely borne by Operator, other than re-routing of electrical lines. If such relocation is not an emergency, City agrees to provide Operator one hundred twenty (120) days advance notice of relocation. Any alternate premises that the City designates for relocation of the kiosk will be within a line of sight of the airline ticket counters.

C. Operator shall have access and use, in common with other authorized users, to an area adjacent to its Kiosk for the sole purpose of servicing the Kiosk ("Common Use Area"). This Common Use Area is depicted in Exhibit A.

D. Operator is prohibited from making any additions, alterations or improvements to the Airport premises without the prior written approval of the City, other than replacement of like-for-like signage and equipment. Operator shall be responsible for installing and maintaining the Kiosk and all Equipment necessary for the operation of the Service. Operator shall not allow the Kiosk to remain "out-of-order" due to the fault of the Operator or cease operation of the Service for more than three (3) consecutive days without prior written notice to the City.

E. While performing any activity related to the Service upon Airport premises, Operator shall require its employees, agents and/or contractors to display an Operator-issued identification badge and/or wear a company uniform or attire.

F. Operator shall not be permitted to place any signs, placards, or posters upon any Airport premises without the prior written approval of the Director of Aviation. Operator is permitted to place its trademark and/or trade name signage on the Equipment and such other informational signage as approved by City.

G. Operator is prohibited from conducting any trade or business on or from the Airport, except the Service authorized under this Agreement.

H. Access to the non-public ("sterile") area of the Airport by Operator's officers, employees and agents is subject to Title 49 Code of Federal Regulations, Part 1542 ("Part 1542"), as may be amended or revised, the City's approved Security Program and the City's right to establish rules and regulations governing access to such sterile areas at the Airport. Accordingly, as applicable or required by the City, the Operator shall, at its expense, arrange for and ensure that its employees, agents and contractors having access to the Operator's Equipment located in the sterile area are properly identified with the Airport's access media issued by the City and that said access media is prominently displayed at all times while such persons are in the sterile area and the "Security Identification Display Area", as defined by Part 1542, of the Airport and/or the Airport's approved security program. The Operator shall comply with and cause all persons seeking said access media to comply with all City requirements for the issuance of the Airport access media. Further, the Operator waives any claim against the City resulting from refusal to issue or revocation of said access media, pursuant to applicable laws, rules, regulations, policies and procedures.

I. Upon termination or expiration of this Agreement, whichever date first occurs, Operator shall remove all Equipment from the Airport premises, return all Airport-issued access media, and shall restore the Airport premises to its original condition, normal wear and tear excepted.

J. Operator further agrees:

1. To maintain the Equipment and all Airport premises used in connection with the Service in a neat, clean, orderly, safe and presentable manner at all times and not misuse, abuse or neglect same.
2. That it will not use, or allow its employees, agents or contractors to use, any Airport premises for improper, immoral and/or unlawful purpose(s);
3. To comply with all applicable laws, ordinances, rules or regulations issued by any competent governmental authority, including, but not limited to, the Americans with Disabilities Act (42 United States Code § 12100 *et seq.*);
4. To use and operate all electrical fixtures properly;
5. To restore or repair any damages to the Equipment caused by the acts or omissions of the Operator, its customers, guests, invitees, employees, agents and/or independent contractors;
6. To conduct its Service in a fair and businesslike manner;
7. That it will not install or operate in or upon the Airport premises any vending machines or other devices operated by coins or tokens;
8. To provide proper trash receptacles for all construction debris generated by the installation of the Equipment and to dispose of such debris off-Airport premises; and
9. To procure, at its sole cost and expense, all licenses, certificates, permits and any other authorizations that are required for operation of the Service and/or to undertake any activity authorized or permitted hereunder (i.e. installation of Equipment).

ARTICLE II – TERM AND RENEWAL

A. This Agreement shall be effective for a period of three (3) years commencing on August 1, 2020 and terminating July 31, 2023, unless earlier terminated.

B. The City may renew this Agreement for two (2) additional two-year periods. The City will notify Operator within thirty (30) days from the expiration of the then current term of its desire to renew this Agreement. However, no renewal of this Agreement is effective unless it is reduced to a writing, approved by the City's Director of Aviation, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton.

ARTICLE III – FEES, REPORTS AND ACCOUNTING

A. For the rights and privileges granted herein, Operator shall pay the City the following:

1. A monthly Privilege Fee of ten percent (10%) of Card Issuance Fee (the "Card Issuance Fee") on cards issued and fees collected during the reporting period (Gross Revenue). For the avoidance of doubt, Operator shall only be charged the Privilege Fee and shall not be charged rent during the reporting period. Operator has set an initial card issuance fee of five dollars ($5.00) per card to be charged to customers for the Services. Notwithstanding the foregoing, Operator shall have the right to lower the Card Issuance Fee to a minimum of three dollars ($3.00) and raise it to a maximum of eight dollars ($8.00) for each prepaid debit card issued by a kiosk pursuant to this Agreement. Operator will provide City ninety (90) days' notice in advance of any change to the Card Issuance Fee. Operator agrees that the Card Issuance Fee charged to users of the Services will not be more than any Card Issuance Fee charged by the Operator for each prepaid debit card issued from kiosks placed by the Operator within other Domestic US airport locations.

On or before the fifteenth (15th) day of each month, Operator shall furnish to the City's Director of Aviation, a sworn or verified monthly report, in a format acceptable to the City, containing the following information.

A. Date.
B. Number of cards issued during the period of time described in the report for which a fee is collected.
C. Privilege Fees paid on the reported cards issued for which a fee was collected.

The monthly reports shall be submitted with the Privilege Fee by the 15th day of each month following the month of activity.

B. Operator shall keep a full and accurate set of books and records showing all debit cards issued from the operation of its Service at the Airport. The City reserves the right to audit Operator's books and records for three years with reasonable notice during normal business hours, but not more often than twice each calendar year. If, as a result of any such audit, it is established that Operator has understated its card issuance or Gross Revenue by three percent (3%) or more, the entire expense of said audit shall be borne by Operator.

C. All monthly reports, and privilege fees to be sent to the City under this Agreement shall sent or delivered to the City at the following address or at such other place as the City may direct, in writing:

City of Dayton, Ohio
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, OH 45377
Attn: Accounts Receivable

ARTICLE IV – OBLIGATIONS OF CITY

The City will provide, as may be necessary and appropriate, electrical wiring, outlets and day-to-day costs for electricity for Operator's Equipment at the Kiosk location(s) designated by the City. The City will provide and routinely empty trash receptacles in the general area of Operator's Kiosk. Such receptacles are only provided for trash generated from the public's use of the Kiosk.

ARTICLE V – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Airport premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1965, and as said regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Airport premises and facilities thereon, excluding the proprietary Kiosk equipment, and hold the same as if said Agreement had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing herein contained shall prevent Operator from exhausting all administrative and/or judicial remedies available to Operator in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE VI – INSURANCE AND INDEMNITY

A. Operator shall defend, indemnify, save and hold harmless the City from and against any and all claims and actions, and all expenses incidental to the investigation and defense

thereof, based upon, or arising out of or in any way connected with Operator's use or occupancy of the Airport premises, and/or Operator's exercise of any right or obligation granted herein, including operation of the Service, and/or the acts, errors and omissions of Operator and its employees, agents and contractors.

B. Operator shall defend, indemnify, save and hold harmless the City from and against any mechanics or other lien or order for the payment of money filed against the Airport premises, the City or any property of the City, arising out of any act or omission of the Operator or anyone claiming through or under Operator. Operator shall, at Operator's expense, cause the same to be canceled or discharged of record and shall indemnify, save and hold harmless the City from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees resulting therefrom or by reasons thereof.

C. Operator shall, at its expense, maintain with an insurance company rated "A-VIII" or better by "Bests Insurance Guide" and authorized to do business in the State of Ohio, a commercial general liability insurance policy in a sum of not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage and Five Hundred Thousand Dollars ($500,000.00) in property/casualty insurance. A current certificate(s) of insurance for all insurance policies and concurrent policies required to be maintained by Operator hereunder shall be furnished to the City. All such insurance policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, employees and volunteers as additional insureds, and contain a provision that the City shall receive written notice of cancellation or diminution of coverage not less than thirty (30) days prior to the effective date of such action.

ARTICLE VII - ASSIGNMENT AND SUBLETTING

Assignment of this Agreement and/or subletting, in whole or part, by Operator is strictly prohibited. Any purported or attempted assignment or sublet in violation hereof shall be void. Operator may retain the services of a subcontractor to make repairs or replenish cash to the Kiosk. Notwithstanding the foregoing, it is agreed that Operator may assign this Agreement, upon providing written notice to the City, to a parent or subsidiary or resulting business entity as a result of merger and/or acquisition of Operator's assets.

ARTICLE VIII - TERMINATION BY OPERATOR

In addition to all other remedies available to the Operator, this Agreement shall be subject to termination by Operator should any one or more of the following events occur:

A. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Airport for usual airport purposes in its entirety, which remains in force unvacated or unstayed for a period of thirty (30) consecutive days; or

B. If the City defaults in the performance of any material covenant or promise required to be performed by it hereunder, and City fails to remedy such default and/or take prompt

action to remedy such default within thirty (30) days after written notice to remedy same. However, if by reason of the nature of such default it cannot be remedied within the thirty day period, then Operator may only cancel this Agreement if City fails to commence the remedying of such default within the thirty (30) days following Operator's written demand or, having so commenced, fails thereafter to continue with diligence the remedying thereof.

C. If the required minimum average card issuance threshold of ten (10) cards per day per kiosk is not met for more than three consecutive months, the Operator reserves the right but not the obligation to remove kiosks or terminate this Agreement.

ARTICLE IX - TERMINATION BY CITY

A. In addition to all other remedies available to City hereunder or at law, City may terminate this Agreement should any one or more of the following events occur:

1. If a receiver for Operator's assets is appointed by a court of competent jurisdiction;

2. If Operator shall be divested of its rights, powers and privileges under this Lease by other operation of law;

3. If Operator defaults in the payment(s) of any sum due hereunder and said default is not cured by payment of the amount(s) within thirty (30) days after City notifies Operator in writing of the default;

4. If Operator defaults in the performance or observance of any term or condition of this Agreement to be performed or kept by it, excluding default in the payment of any sums due hereunder, and Operator fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same; or

5. Violations by Operator, its agents, contractors or employees, of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Agreement, if the same shall not be corrected or action taken to correct, within thirty (30) days after Operator's receipt of written notice, which shall state in detail the violation.

B. In the event the City terminates this Agreement, Operator shall have no further rights hereunder and shall thereupon vacate the Airport premises and shall have no further rights or claims thereto.

ARTICLE X - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Agreement; provided that the validity of any such covenant, condition or provision does not materially prejudice either the City or Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XI - WAIVER

A. A waiver of the provisions of this Agreement shall not be effective unless expressed in a writing and signed by duly authorized representative of the City or Operator, as the case may be. Further, no waiver by either party of any of the terms, conditions, covenants or promises of this Agreement or noncompliance therewith shall be deemed a waiver at any time thereafter of the same or any other term, condition, covenant or promise nor of the strict and prompt performance thereof by the other. Receipt by City of fees and amounts due hereunder with knowledge of the breach by Operator of any covenant hereof shall not be deemed a waiver of such breach.

B. Each and all of the rights, powers, options or remedies given to each party by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XII - GENERAL PROVISIONS

A. The term City, as used in this Agreement, means the City of Dayton, Ohio and where this Agreement speaks of approval and consent by City, such approval is understood to be manifested by act of City's Director of Aviation, except as otherwise expressly stated in this Agreement. Whenever in this Agreement the approval or consent of City is required, such approval or consent shall not by unreasonably withheld, conditioned or delayed.

B. Notices to City provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

City of Dayton, Ohio – Department of Aviation
James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

or such other address as City shall direct in writing.

C. Notices to Operator provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Ready Credit Corporation
10340 Viking Drive, Suite 125
Eden Prairie, Minnesota 55344
Attn: Finance Department, finance@readycreditcorp.com

or such other address as Operator shall direct in writing.

D. Operator represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

E. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. In this Agreement, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Agreement. All section references, unless otherwise expressly indicated, are to sections in this Agreement. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Agreement.

F. By execution of this Agreement, Operator 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. Operator (and any person claiming by or through Operator) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the City under this Agreement, and not any other funds or assets of the City of Dayton whatsoever. "Airport discretionary funds" do not include federal, state and/or local grant and earmark funds (i.e. "AIP" grants) or other Airport revenues or funds that may only be used or must be held for specific purposes (i.e. landing fees, customer and passenger facility charges, bond funds and reserve).

H. Neither Operator nor any contractor of Operator shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City's ownership of fee title to the Premises.

I. The parties may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in

writing, and signed by a duly authorized representative of each party and, if required, approved by the Commission of the City of Dayton, Ohio.

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

K. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSED BY:

Demisi Morgan

READY CREDIT CORPORATION

By: _____

Its: President & CEO

FID No.: 20-1667449

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2020

Min. Bk. _____ Pg. _____

_____
Clerk of Commission

BACK

City Manager's Report

6.

From **3210 - Aviation/AP Admin & Finance**

Date **August 12, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$2,160.00 (Thru 7/31/2023)**

Name **Tricopian, Inc., dba FuelRod**

Address **2683 Via De La Valle, Suite G228**
Del Mar, CA 92014

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3212-23202-43	$2,160.00

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

Description

MOBILE CHARGING SERVICE AGREEMENT

The Department of Aviation (Aviation) requests permission to enter into a Mobile Charging Service Agreement (Agreement) with Tricopian, Inc. dba FuelRod (FuelRod).

This Agreement will allow the Airport to offer an eco-friendly option to passengers and employees for charging their mobile devices. FuelRod will install up to 4 kiosks that dispense FuelRod Kits and exchange used FuelRods for fully charged FuelRods. In an effort to increase passenger amenities at the airport, these kiosks offer a quick and easy method for keeping mobile devises charged.

The initial term of this Agreement is a period of three (3) years commencing August 1, 2020 and terminating on July 31, 2023. The Agreement includes a two (2) additional two-year renewal periods.

Each year, FuelRod will pay the City fifteen percent (15%) of monthly Gross Revenue collected from the sale of FuelRod kits from the kiosks. The total revenue is estimated to be a minimum of $720.00 per year, or $2,160.00 for the three (3) year term. While these revenue projections are low and currently do not need Commission approval, they are so due to the current pandemic. We anticipate a continual and steady growth as air service returns, therefore moving past the $10,000.00 Commission threshold in the term.

This Agreement has been reviewed and approved as to form and correctness by the Department of Law. A Certificate of Revenue is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Tricopian, Inc. dba FuelRod

Address 2683 Via De La Valle, Suite G228

City Del Mar State CA Zip+4 92014 -

Customer # _____ Address Location # A1

Federal ID# 45-3573291

Revenue Information: Fund 51000 Organization 3212 Revenue 23202 Program 46

Contract Information: Contract Start Date 8/1/2020 Contract Expiration Date 7/31/2023

Billing Information: Rate: N/A Arrears X Pre-bill _____

Monthly (1st month of billing) August

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

15% Percentage of gross monthly sales

Departmental Approval [signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-3291 Auditor D Billy Date 8-3-2020

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 [signature]

MOBILE CHARGING SERVICE AGREEMENT

THIS MOBILE CHARGING SERVICE AGREEMENT ("Agreement"), is entered into this ____ day of _____, 2020, between the City of Dayton, Ohio, a political subdivision in and of the State of Ohio, (hereinafter referred to as "City"), and Tricopian, Inc. dba FuelRod, a Delaware Corporation (hereinafter referred to as "Operator"), authorized to conduct business in the State of Ohio.

WITNESSTH THAT:

WHEREAS, The City owns and operates the improved real property known and referred to as the James M. Cox Dayton International Airport (hereinafter referred to as "Airport"), which is situated in the City of Dayton, Counties of Montgomery and Miami and State of Ohio; and

WHEREAS, Operator is engaged in the business of mobile charging and exchange services to the public; and

WHEREAS, Operator desires to provide facilities owned and/or operated by Operator with eco-friendly FuelRod mobile charging and exchange services, and pay Airport a Transaction Fee as set forth under the terms and conditions of this Agreement; and

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

ARTICLE I – OPERATOR'S RIGHTS AND OBLIGATIONS

A. Operator is granted the non-exclusive right to provide mobile charging and exchange services in the Passenger Terminal Building and Rental Car Building by the operation of a Kiosk. Operator shall install kiosk(s) that dispense FuelRod Kits and exchange used FuelRods for fully charged FuelRods ("Service"). Operator shall provide, install and maintain all equipment, including, but not limited to, the kiosks, telephone lines, internal equipment wiring and software (collectively, the "Equipment"), necessary for the Service. All Equipment shall be the most technologically advanced equipment available as of the date of this Agreement.

B. Operator is granted the right to install up to four (4) kiosks for the Service at up to four separate locations in the Airport Terminal Building and Rental Car Building, as shown on Exhibit A, which is attached hereto and incorporated herein. Operator shall relocate to alternate Airport premises identified by the City if it is determined that such relocation is necessary for the safe, efficient and proper operation of the Airport or to comply with any rule, regulation, order or directive by any governmental entity. All costs for such relocation shall be solely borne by Operator, other than re-routing of electrical lines. If

such relocation is not an emergency, City agrees to provide Operator one hundred twenty (120) days advance notice of relocation.

C. Operator shall have access and use, in common with other authorized users, to an area adjacent to its kiosks for the sole purpose of servicing the kiosks ("Common Use Area"). This Common Use Area is depicted in Exhibit A.

D. Operator is prohibited from making any additions, alterations or improvements to the Airport premises without the prior written approval of the City, other than replacement of like-for-like signage and equipment. Operator shall be responsible for installing and maintaining the kiosks and all Equipment necessary for the operation of the Service. Operator shall not allow the kiosks to remain "out-of-order" or cease operation of the Service for more than three (3) consecutive days without prior written notice to the City.

E. While performing any activity related to the Service upon Airport premises, Operator shall require its employees, agents and/or contractors to display an Operator-issued identification badge and/or wear a company uniform or attire.

F. Operator shall not be permitted to place any signs, placards, or posters upon any Airport premises without the prior written approval of the Director of Aviation. Operator is permitted to place its trademark and/or trade name signage on the Equipment and such other informational signage as approved by City.

G. Operator is prohibited from conducting any trade or business on or from the Airport, except the Service authorized under this Agreement.

H. Access to the non-public ("sterile") area of the Airport by Operator's officers, employees and agents is subject to Title 49 Code of Federal Regulations, Part 1542 ("Part 1542"), as may be amended or revised, the City's approved Security Program and the City's right to establish rules and regulations governing access to such sterile areas at the Airport. Accordingly, as applicable or required by the City, the Operator shall, at its expense, arrange for and ensure that its employees, agents and contractors having access to the Operator's Equipment located in the sterile area are properly identified with the Airport's access media issued by the City and that said access media is prominently displayed at all times while such persons are in the sterile area and the "Security Identification Display Area", as defined by Part 1542, of the Airport and/or the Airport's approved security program. The Operator shall comply with and cause all persons seeking said access media to comply with all City requirements for the issuance of the Airport access media. Further, the Operator waives any claim against the City resulting from refusal to issue or revocation of said access media, pursuant to applicable laws, rules, regulations, policies and procedures.

I. Upon termination or expiration of this Agreement, whichever date first occurs, Operator shall remove all Equipment from the Airport premises, return all Airport-issued access

media, and shall restore the Airport premises to its original condition, normal wear and tear excepted.

J. Operator further agrees:

1. To maintain the Equipment and all Airport premises used in connection with the Service in a neat, clean, orderly, safe and presentable manner at all times and not misuse, abuse or neglect same.
2. That it will not use, or allow its employees, agents or contractors to use, any Airport premises for improper, immoral and/or unlawful purpose(s);
3. To comply with all applicable laws, ordinances, rules or regulations issued by any competent governmental authority, including, but not limited to, the Americans with Disabilities Act (42 United States Code § 12100 *et seq.*);
4. To use and operate all electrical fixtures properly;
5. To restore or repair any damages to the Equipment caused by the acts or omissions of the Operator, its customers, guests, invitees, employees, agents and/or independent contractors;
6. To conduct its Service in a fair and businesslike manner;
7. That it will not install or operate in or upon the Airport premises any vending machines or other devices operated by coins or tokens;
8. To provide proper trash receptacles for all construction debris generated by the installation of the Equipment and to dispose of such debris off-Airport premises; and
9. To procure, at its sole cost and expense, all licenses, certificates, permits and any other authorizations that are required for operation of the Service and/or to undertake any activity authorized or permitted hereunder (i.e. installation of Equipment).

ARTICLE II – TERM AND RENEWAL

A. This Agreement shall be effective for a period of three (3) years commencing on August 1, 2020 and terminating July 31, 2023, unless earlier terminated.

B. The City may renew this Agreement for two (2) additional two-year periods. The City will notify Operator within thirty (30) days from the expiration of the then current term of its desire to renew this Agreement. However, no renewal of this Agreement is effective unless it is reduced to a writing, approved by the City's Director of Aviation, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton.

ARTICLE III – FEES, REPORTS AND ACCOUNTING

A. For the rights and privileges granted herein, Operator shall pay the City the following:

1. A monthly Transaction Fee of fifteen percent (15%) of monthly Gross Revenue collected from the sale of FuelRod kits from the kiosks.

B. On or before the fifteenth (15th) day of each month, Operator shall furnish to the City's Director of Aviation, a sworn or verified monthly report, in a format acceptable to the City, detailing the total number of FuelRod kits sold for the preceding month. The monthly reports shall be accompanied by payment of the Transaction Fee referenced in Subsection A(1), which amount will be based on the total number of FuelRod kits sold for the preceding month stated in the monthly report.

C. Operator shall keep a full and accurate set of books and records showing all FuelRod kits sold from the operation of its Service at the Airport. The City reserves the right to audit Operator's books and records at any reasonable time for the purpose of verifying the FuelRod kits reported by Operator hereunder. If, as a result of any such audit, it is established that Operator has understated its FuelRod kits by three percent (3%) or more, the entire expense of said audit shall be borne by Operator. Any additional percentage rentals due as a result of said audit shall be paid by Operator to the City with penalty thereon at a rate of one percent (1%) per month from the date such Transaction Fee was originally due.

D. All monthly reports fixed monthly fees, transaction fees and any other amounts to by Operator to the City under this Agreement shall sent or delivered to the City at the following address or at such other place as the City may direct, in writing:

City of Dayton, Ohio
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, OH 45377
Attn: Accounts Receivable

E. Without waiving any other right or action available to City in the event of default in payment of any amounts due hereunder, if Operator is delinquent for a period of thirty (30) days or more in paying to City any amounts due and owing to City pursuant to this Agreement, Operator shall pay to City a late payment penalty at the rate of two percent (2%) per month from the date such item was first due and owing until complete payment (inclusive of late payment penalties). It is agreed that no penalty shall be assessed for disputed amounts that are contested in good faith by Operator.

ARTICLE IV – OBLIGATIONS OF CITY

The City will provide, as may be necessary and appropriate, electrical wiring, outlets and day-to-day costs for electricity for Operator's Equipment at the kiosk location(s) designated by the City. The City will provide and routinely empty trash receptacles in the general area of Operator's kiosks. Such receptacles are only provided for trash generated from the public's use of the kiosks.

ARTICLE V – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Airport premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1965, and as said regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Airport premises and facilities thereon, excluding the proprietary Kiosk equipment, and hold the same as if said Agreement had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing herein contained shall prevent Operator from exhausting all administrative and/or judicial remedies available to Operator in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE VI – INSURANCE AND INDEMNITY

A. Operator shall defend, indemnify, save and hold harmless the City from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon, or arising out of or in any way connected with Operator's use or occupancy of the Airport premises, and/or Operator's exercise of any right or obligation granted herein, including operation of the Service, and/or the acts, errors and omissions of Operator and its employees, agents and contractors.

B. Operator shall defend, indemnify, save and hold harmless the City from and against any mechanics or other lien or order for the payment of money filed against the Airport

premises, the City or any property of the City, arising out of any act or omission of the Operator or anyone claiming through or under Operator. Operator shall, at Operator's expense, cause the same to be canceled or discharged of record and shall indemnify, save and hold harmless the City from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees resulting therefrom or by reasons thereof.

C. Operator shall, at its expense, maintain with an insurance company rated "A-VIII" or better by "Bests Insurance Guide" and authorized to do business in the State of Ohio, a commercial general liability insurance policy in a sum of not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage and Five Hundred Thousand Dollars ($500,000.00) in property/casualty insurance. A current certificate(s) of insurance for all insurance policies and concurrent policies required to be maintained by Operator hereunder shall be furnished to the City. All such insurance policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, employees and volunteers as additional insureds, and contain a provision that the City shall receive written notice of cancellation or diminution of coverage not less than thirty (30) days prior to the effective date of such action.

ARTICLE VII - ASSIGNMENT AND SUBLETTING

Assignment of this Agreement and/or subletting, in whole or part, by Operator is strictly prohibited. Any purported or attempted assignment or sublet in violation hereof shall be void. Operator may retain the services of a subcontractor to make repairs or replenish cash to the kiosks. Notwithstanding the foregoing, it is agreed that Operator may assign this Agreement, upon providing written notice to the City, to a parent or subsidiary or resulting business entity as a result of merger and/or acquisition of Operator's assets.

ARTICLE VIII - TERMINATION BY OPERATOR

In addition to all other remedies available to the Operator, this Agreement shall be subject to termination by Operator should any one or more of the following events occur:

A. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Airport for usual airport purposes in its entirety, which remains in force unvacated or unstayed for a period of thirty (30) consecutive days; or

B. If the City defaults in the performance of any material covenant or promise required to be performed by it hereunder, and City fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same. However, if by reason of the nature of such default it cannot be remedied within the thirty day period, then Operator may only cancel this Agreement if City fails to commence the remedying of such default within the thirty (30) days following Operator's written demand or, having so commenced, fails thereafter to continue with diligence the remedying thereof.

ARTICLE IX - TERMINATION BY CITY

A. In addition to all other remedies available to City hereunder or at law, City may terminate this Agreement should any one or more of the following events occur:

1. If a receiver for Operator's assets is appointed by a court of competent jurisdiction;

2. If Operator shall be divested of its rights, powers and privileges under this Lease by other operation of law;

3. If Operator defaults in the payment(s) of any sum due hereunder and said default is not cured by payment of the amount(s) within fifteen (15) days after City notifies Operator in writing of the default;

4. If Operator defaults in the performance or observance of any term or condition of this Agreement to be performed or kept by it, excluding default in the payment of any sums due hereunder, and Operator fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same; or

5. Violations by Operator, its agents, contractors or employees, of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Agreement, if the same shall not be corrected or action taken to correct, within thirty (30) days after Operator's receipt of written notice, which shall state in detail the violation.

B. In the event the City terminates this Agreement, Operator shall have no further rights hereunder and shall thereupon vacate the Airport premises and shall have no further rights or claims thereto.

ARTICLE X - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Agreement; provided that the validity of any such covenant, condition or provision does not materially prejudice either the City or Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XI - WAIVER

A. A waiver of the provisions of this Agreement shall not be effective unless expressed in a writing and signed by duly authorized representative of the City or Operator, as the case may be. Further, no waiver by either party of any of the terms, conditions, covenants or promises of this Agreement or noncompliance therewith shall be deemed a waiver at any time thereafter of the same or any other term, condition, covenant or promise nor of the strict and prompt performance thereof by the other. Receipt by City of fees and amounts due hereunder with knowledge of the breach by Operator of any covenant hereof shall not be deemed a waiver of such breach.

B. Each and all of the rights, powers, options or remedies given to each party by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XII - GENERAL PROVISIONS

A. The term City, as used in this Agreement, means the City of Dayton, Ohio and where this Agreement speaks of approval and consent by City, such approval is understood to be manifested by act of City's Director of Aviation, except as otherwise expressly stated in this Agreement. Whenever in this Agreement the approval or consent of City is required, such approval or consent shall not by unreasonably withheld, conditioned or delayed.

B. Notices to City provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

City of Dayton, Ohio – Department of Aviation
James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

or such other address as City shall direct in writing.

C. Notices to Operator provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Tricopian, Inc.
2683 Via De La Valle, Suite G228
Del Mar, CA 92014
Attn: Joe Yeagley, COO

or such other address as Operator shall direct in writing.

D. Operator represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

E. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. In this Agreement, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Agreement. All section references, unless otherwise expressly indicated, are to sections in this Agreement. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Agreement.

F. By execution of this Agreement, Operator 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. Operator (and any person claiming by or through Operator) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the City under this Agreement, and not any other funds or assets of the City of Dayton whatsoever. "Airport discretionary funds" do not include federal, state and/or local grant and earmark funds (i.e. "AIP" grants) or other Airport revenues or funds that may only be used or must be held for specific purposes (i.e. landing fees, customer and passenger facility charges, bond funds and reserve).

H. Neither Operator nor any contractor of Operator shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City's ownership of fee title to the Premises.

I. The parties may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, and signed by a duly authorized representative of each party and, if required, approved by the Commission of the City of Dayton, Ohio.

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

K. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

WITNESSED BY:

Kendall Cloidt

TRICOPIAN, INC.

By: _____

Its: COO

FID No.: 45-3573291

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2020

Min. Bk. _____ Pg. _____

_____
Clerk of Commission

BACK

DRAFT

2nd Reading
6522-20

7.

By ..... No. .....

A RESOLUTION

Concurring with the Adoption of the
Pineview Neighborhood Plan 2020.

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the City of Dayton Zoning Code on December 28, 2005, the Greater West Dayton Framework for Strategic Investment on February 25, 2015, the Greater West Dayton Corridor Plan on July 26, 2017, the Renew Miami Chapel Plan on August 22, 2018, and numerous other plans for the greater west Dayton geography; and

WHEREAS, The Pineview Neighborhood Plan 2020 ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents; and,

WHEREAS, The City Plan Board, on July 14, 2020 in Case PLN2020-00207, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Pineview Neighborhood Plan 2020 and in partnership with various organizations, government bodies, residents, and the Pineview Neighborhood Association will use the Plan to guide investments in the Pineview neighborhood.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

July 23, 2020

TO: Rashella Lavender, Clerk of Commission

FROM: Ann Schenking, Secretary
City Plan Board

SUBJECT: Adoption of Pineview Neighborhood Plan 2020 on August 5, 2020 City Commission Calendar (Plan Board Case PLN2020-00207)

I am requesting that a resolution be placed on the August 5, 2020 City Commission calendar to adopt the Pineview Neighborhood Plan 2020. A second reading and vote on the resolution will be required at the August 12, 2020 City Commission meeting.

On July 14, 2020 the Plan Board adopted the plan by a 4-0 vote because it is consistent with our comprehensive plan (CitiPlan 20/20), reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area. The Plan Board recommends that the City Commission also adopt the plan.

No City Commission public hearing is required on the plan so a public hearing will not be held. However, Caitlin Jacob of CityWide Development Corporation is prepared to make a brief presentation on the plan at the August 5 meeting if desired by the City Manager or the City Commission. If a presentation is desired, please let Tony Kroeger know so arrangements can be made.

The Pineview neighborhood was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods due to racially discriminatory housing practices. Today, Pineview retains a strong emphasis on homeownership. The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016.

This partnership led to successful clean-up and restoration of Lakeside Lake which borders the Pineview neighborhood. In 2019, resident leadership sat down with CityWide for intensive visioning sessions. The sessions resulted in a vision statement for Pineview and this plan. The vision statement contained in the plan is to "Create a thriving, beautiful and friendly community that promotes safety, preserves history, and values family for residents today and in the future." Neighborhood priorities were identified, long-term strategies developed to strengthen and grow the neighborhood, and opportunities for additional placemaking were prioritized. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, a copy of the plan, and the resolution. A copy of the plan will also be emailed to the Clerk of Commission for ease of distribution.

If you have any questions, please contact me at ext. 3699 or Tony Kroeger at ext. 3673.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger, Case File

City of Dayton
City Plan Board

Summary Minute Record
July 14, 2020

7. PLN2020-00207 – Plan Review and Approval – Pineview Neighborhood Plan 2020

Applicant: Ms. Caitlin Jacob
CityWide Development Corporation
8 North Main Street
Dayton, OH 45402

Priority Land Use Board: North Central Planning District: Various

Decision: Adopted; To City Commission for Adoption

Mr. Bradley recused himself for this case; he is married to the applicant.

Staff Comments

Ann Schenking introduced the Pineview Neighborhood Plan 2020. The plan was reviewed by the Plan Board in a work session on June 9, 2020. Staff recommends Plan Board adoption of the plan. The West Priority Land Use Board met on July 9, 2020 and supports adoption of the plan by the Plan Board and City Commission.

Public Comments

Caitlin Jacob, CityWide Development Corporation, gave a brief presentation on the plan and changes made to the plan as a result of the June 9 work session. Other than those changes, the plan remains as presented in the work session.

Pineview is a small residential neighborhood in West Dayton, located just off US-35, which was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods due to racially discriminatory housing practices.

Today, Pineview is still a primarily residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. It is also surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, which is the largest employer in West Dayton.

The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016 through a HUD Choice Neighborhood Planning Grant that focused on the revitalization of five neighborhoods in southwest Dayton.

This partnership led to successful clean-up and restoration of Lakeside Lake which borders the Pineview neighborhood and is directly across the street from the Dayton VA Medical Center. The spring-fed, 10-acre lake was once part of Lakeside Amusement Park, which opened in 1890 and was an attraction for visitors to the Dayton Soldiers Home (now VA Medical Center). The amusement park was annexed to the City of Dayton in 1930 and closed in 1967. Many Dayton residents have fond memories of visits to the lake, which offered fishing, boating, and a beautiful vista before it was overtaken by honeysuckle and other invasive plants that made it a less attractive destination.

In 2016, after six months of community organizing and relationship-building work with CityWide, residents made it clear that the restoration of the lake was a top priority that would need to be a central component of any community development effort in the neighborhood. They began to organize regular clean-up events at the lake, picking up trash and clearing out brush. Their efforts attracted the attention of a

range of partners, including the Dayton Regional Labor Council, and the Ohio AFL-CIO, which selected the lake restoration as their annual Union Sportsmen's Alliance project. The result was a restored vista to the lake, the installation of a new fishing pier, iron benches, flower beds, signage, and parking lot and a renewed sense of engagement in the neighborhood. As Lakeside Lake has once again become an attractive recreation destination, it has led to additional investment and interest in the neighborhood and become the foundation for a new, energetic community vision.

In the fall of 2019, resident leadership sat down with CityWide for intensive visioning sessions held on September 10, 2019, October 8, 2019, and November 12, 2019. The sessions resulted in a vision statement for Pineview and this plan. The vision statement contained in the plan is to "Create a thriving, beautiful and friendly community that promotes safety, preserves history, and values family for residents today and in the future." Neighborhood priorities were identified, long-term strategies developed to strengthen and grow the neighborhood, and opportunities for additional placemaking were prioritized. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

The Pineview Neighborhood Plan is consistent with CitiPlan 20/20, and reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area such as the Greater West Dayton Corridor Strategy (2015), the Greater West Dayton Corridor Plan (2017), and the Renew Miami Chapel Plan (2018).

Public Comments
None.

Board Discussion
None.

Board Action
A motion was made by Ms. Pegues, seconded by Mr. Payne and carried to adopt the plan and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area. The Plan will go to City Commission for adoption.

		Mr. Paul Bradley	Recused self; left meeting
Mr. Richard Wright	Present; did not vote	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on August 11, 2020.

Tony Kroeger, Secretary
City Plan Board

July 14, 2020

CITY PLAN BOARD REPORT
Case: PLN2020-00207

SUBJECT: Plan Review and Approval -- Adoption of Pineview Neighborhood Plan 2020

APPLICANT: Caitlin Jacob, Planner & Community Organizer
CityWide Development Corporation
8 North Main Street
Dayton, OH 45402

PRIORITY LAND USE BOARD: West

NEIGHBORHOOD PLANNING DISTRICT: Pineview

REQUEST:
This is a request to adopt the Pineview Neighborhood Plan 2020. The plan was reviewed by the Plan Board in a work session on June 9, 2020. Staff recommends Plan Board adoption of the plan. The West Priority Land Use Board met on July 9, 2020 and supports adoption of the plan by the Plan Board and City Commission.

Changes made to the plan as a result of the June 9 work session are attached to this staff report. Other than those changes, the plan remains as presented in the work session and therefore has not been reprinted and included in the meeting packet.

DESCRIPTION:
Pineview is a small residential neighborhood in West Dayton, located just off US-35, which was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods due to racially discriminatory housing practices.

Today, Pineview is still a primarily residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. It is also surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, which is the largest employer in West Dayton.

The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016 through a HUD Choice Neighborhood Planning Grant that focused on the revitalization of five neighborhoods in southwest Dayton.

This partnership led to successful clean-up and restoration of Lakeside Lake which borders the Pineview neighborhood and is directly across the street from the Dayton VA Medical Center. The spring-fed, 10-acre lake was once part of Lakeside Amusement Park, which opened in 1890 and was an attraction for visitors to the Dayton Soldiers Home (now VA Medical Center). The

amusement park was annexed to the City of Dayton in 1930 and closed in 1967. Many Dayton residents have fond memories of visits to the lake, which offered fishing, boating, and a beautiful vista before it was overtaken by honeysuckle and other invasive plants that made it a less attractive destination.

In 2016, after six months of community organizing and relationship-building work with CityWide, residents made it clear that the restoration of the lake was a top priority that would need to be a central component of any community development effort in the neighborhood. They began to organize regular clean-up events at the lake, picking up trash and clearing out brush. Their efforts attracted the attention of a range of partners, including the Dayton Regional Labor Council, and the Ohio AFL-CIO, which selected the lake restoration as their annual Union Sportsmen's Alliance project. The result was a restored vista to the lake, the installation of a new fishing pier, iron benches, flower beds, signage, and parking lot and a renewed sense of engagement in the neighborhood. As Lakeside Lake has once again become an attractive recreation destination, it has led to additional investment and interest in the neighborhood and become the foundation for a new, energetic community vision.

In the fall of 2019, resident leadership sat down with CityWide for intensive visioning sessions held on September 10, 2019, October 8, 2019, and November 12, 2019. The sessions resulted in a vision statement for Pineview and this plan. The vision statement contained in the plan is to "Create a thriving, beautiful and friendly community that promotes safety, preserves history, and values family for residents today and in the future." Neighborhood priorities were identified, long-term strategies developed to strengthen and grow the neighborhood, and opportunities for additional placemaking were prioritized. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

BOARD AUTHORITY:
Ohio Revised Code 713.02 - Planning Commissions may make plans, maps, etc. of any portions of municipal corporations when it is related to the planning of the municipal corporation, and make such changes in such plans and maps when it deems it appropriate. The Plan Board is charged with the execution of policy and frameworks required for the orderly development and implementation of the city's comprehensive plan, CitiPlan Dayton, the 20/20 Vision, adopted May 5, 1999.

APPLICABLE PLANS AND POLICIES:
The Pineview Neighborhood Plan is consistent with CitiPlan 20/20 such as the component of CitiPlan's Vision where "Dayton is the core of historic and well-established neighborhoods" and goals to be "the best at the 4Rs – redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base," and where "a diverse group of people and families live in safe, supportive neighborhoods; care for and respect one another; and succeed in school, the workplace, and life.

The Pineview Neighborhood Plan also reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area such as the Greater West Dayton Corridor Strategy (2015), the Greater West Dayton Corridor Plan (2017), and the Renew Miami Chapel Plan (2018).

DETERMINATIONS & FINDINGS:
As noted in "Applicable Plans and Policies," the Pineview Neighborhood Plan is consistent with CitiPlan 20/20, and reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area such as the Greater West Dayton Corridor Strategy (2015), the Greater West Dayton Corridor Plan (2017), and the Renew Miami Chapel Plan (2018).

ALTERNATIVES:
The Plan Board may choose to:

1. Adopt the plan and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area.
2. Adopt the plan with modifications and/or conditions and find that the modified plan is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area.
3. Not adopt the plan because it is not consistent with the City's comprehensive plan, CitiPlan 20/20, nor does it reflect or support the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area.

FUTURE ACTIONS:
Adoption by the City Commission

STAFF REPORT PREPARED BY:
Ann Schenking

WEST PRIORITY LAND USE BOARD

July 13, 2020

TO: Ann Schenking, Secretary to the Plan Board
Division of Planning

RE: PLN00207-2020 – Pineview Neighborhood Plan

The West Priority Land Use Board held a meeting, Thursday, July 9, 2020 to review and discuss the case mentioned above. It is the recommendation of the WPLUB that the Plan Board **approve** the application as submitted.

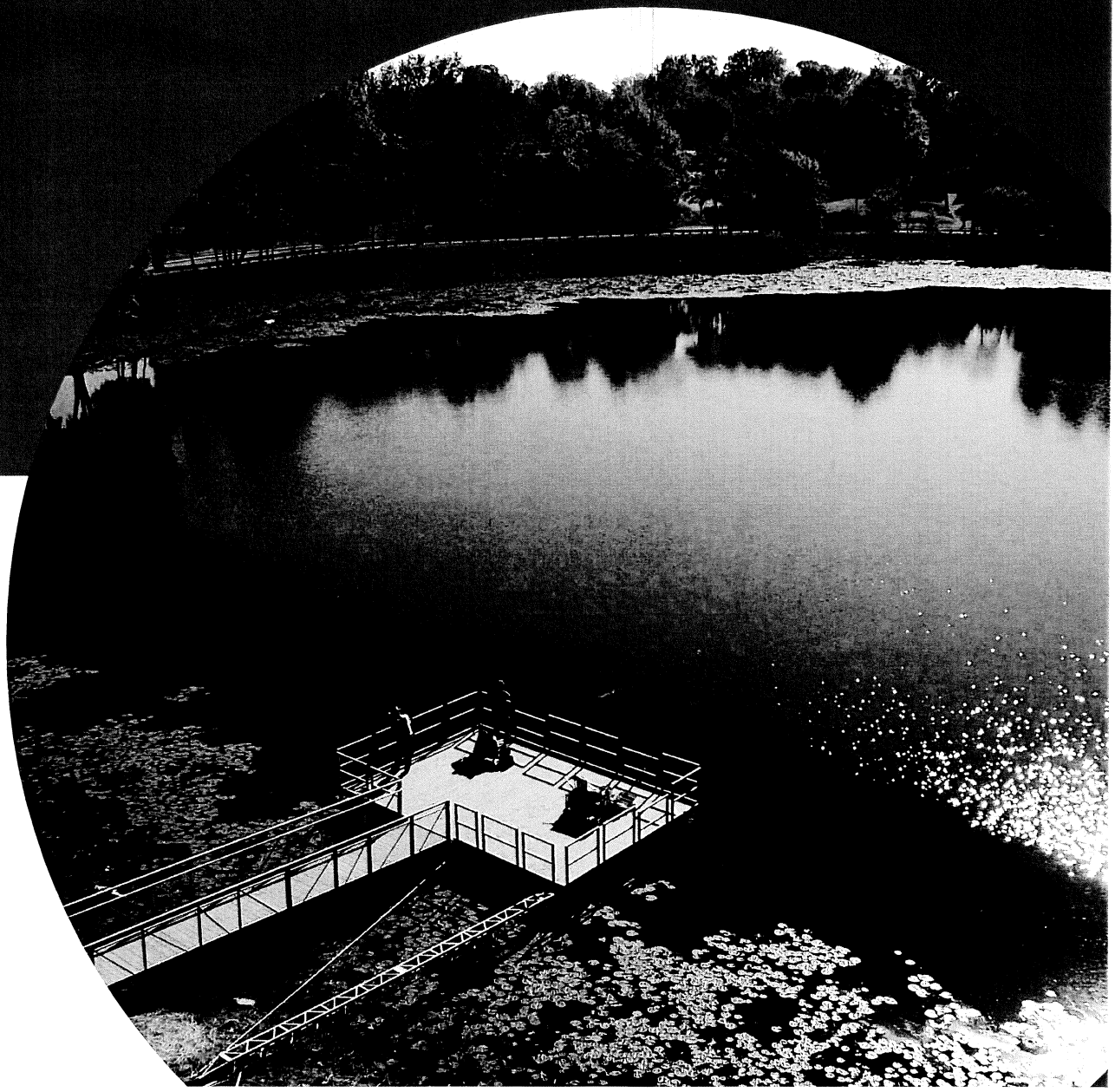
Sincerely,

Joseph Shaw, Chairperson
West Priority Land Use Board

C: K. Marcellus, Planning Division
File

PINEVIEW

NEIGHBORHOOD PLAN
2020



VISION STATEMENT

Create a thriving, beautiful, and friendly community that promotes safety, preserves history, and values family for residents today and in the future.

EXECUTIVE SUMMARY

Pineview is a small residential neighborhood in West Dayton, located just off US-35, that was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods. Today, Pineview is still a primarily residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. It is also surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, which is the largest employer in West Dayton.

The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016. In the Fall of 2019, resident leadership sat down with CityWide to outline a series of more intensive visioning sessions that resulted in this plan. The process focused on identifying neighborhood priorities, developing long-term strategies to strengthen and grow the neighborhood, and prioritizing opportunities for additional placemaking. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

DEDICATION

This plan is dedicated to longtime Pineview resident, Nevora Tubbs Parker, a tireless advocate for her community and city. Through many selfless acts of kindness, Mrs. Parker engaged others in her efforts to improve the Pineview Neighborhood. Never was this truer than when an ambitious effort to restore Lakeside Lake to its former glory was launched in 2017. Unfazed by the magnitude of the task, Mrs. Parker was the driving force behind the lake project, successfully engaging and cajoling others to join Pineview residents in achieving their dream. It is impossible to put into words the privilege it was to work alongside this vibrant, dynamic woman. We are forever grateful for her steadfast hand, resilient spirit, and demonstration of community leadership. May we collectively live up to her example.

TABLE OF CONTENTS

Vision Statement i
Executive Summary ii
Dedication iii

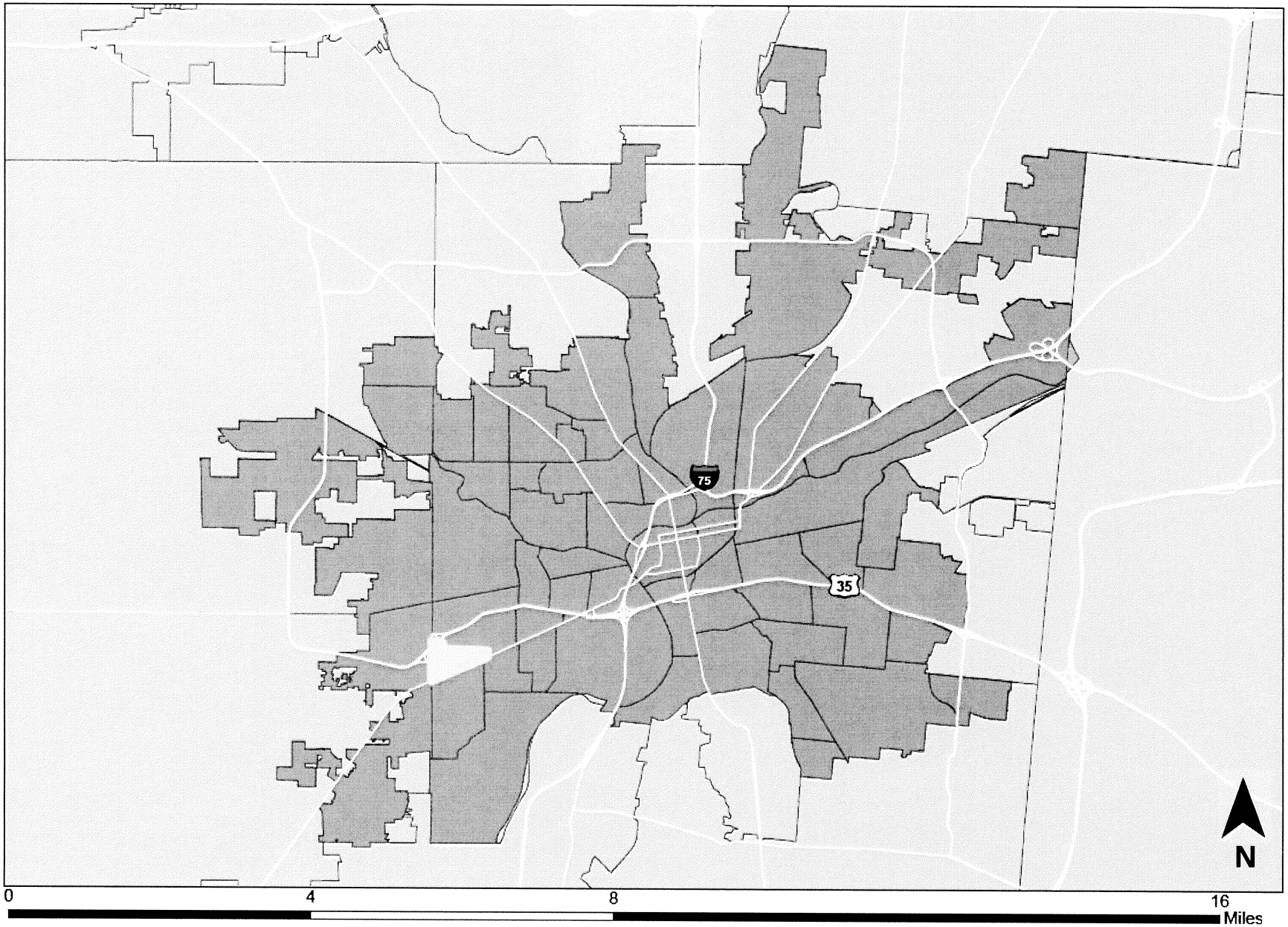
Chapter 1: Area Context & Background 1
Introduction 2
Demographics 3
Housing 5
Community Assets 9
Land Use & Zoning 12
Connectivity 14

Chapter 2: Community Engagement & the Planning Process 17
Community Meetings & Discussion 18

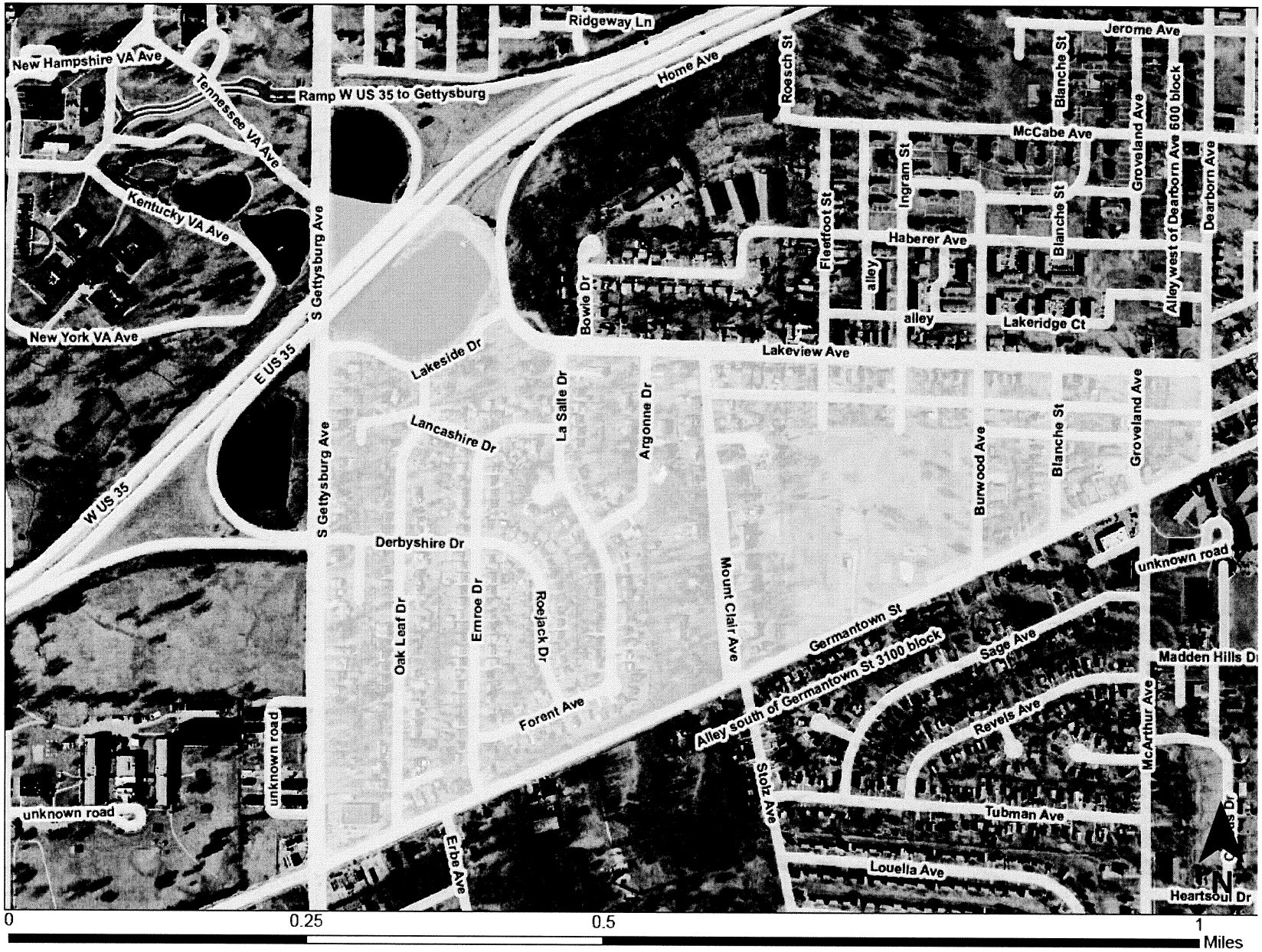
Chapter 3: Strategic Priorities 25
Strengthening boundaries 26
Supporting continuous home ownership 31
Building resident capacity 32
Supporting recreational assets 34

Chapter 4: Implementation & Funding 35
Leveraging other investments 36
Conclusion 40
Implementation Plan 41

CITY OF DAYTON



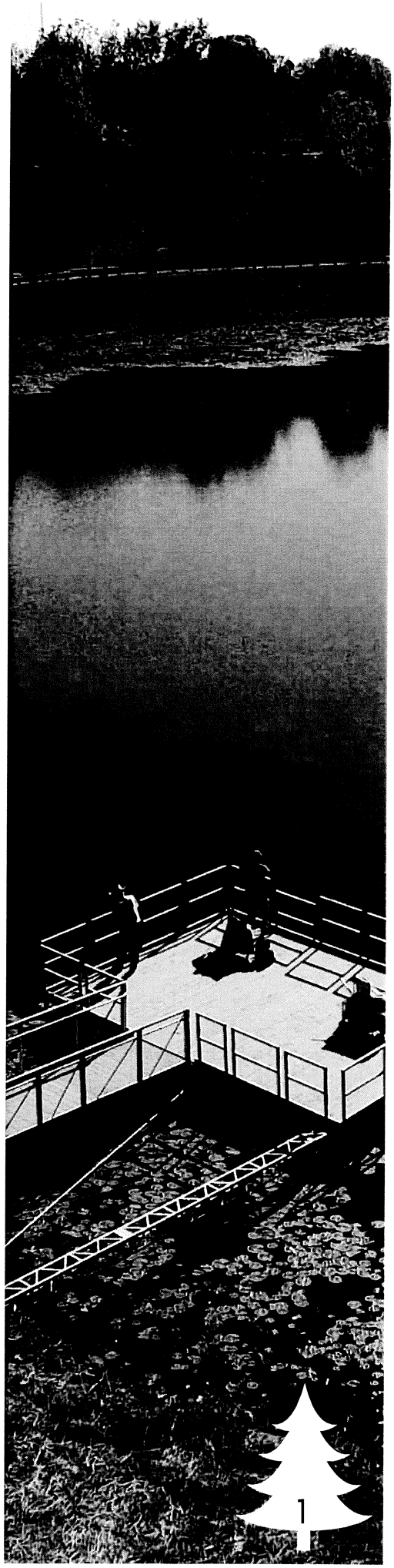
PINEVIEW NEIGHBORHOOD



0 0.25 0.5 1 Miles

CHAPTER 1: AREA CONTEXT & BACKGROUND

- Introduction
- Demographics
- Housing
- Community Assets
- Land Use and Zoning
- Connectivity



INTRODUCTION

LOCATION

Pineview is a small residential neighborhood in West Dayton, adjacent to US-35. It is bordered by major corridors: Gettysburg Ave. to the west, Germantown St. to the south, and Lakeview Ave., a residential boulevard, to the north.

HISTORY

The Pineview neighborhood was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods. These families worked with a developer named Les Pine, who began working on the development of the neighborhood in 1951. Unable to find a lender in Dayton, Pine eventually secured financing for the project from Prudential Insurance Company in Cincinnati and was able to build 400 homes in the neighborhood. When the neighborhood was originally developed, it stretched from Gettysburg Ave. to Mount Clair Ave. The City of Dayton later extended the eastern boundary to Dearborn Ave.

PINEVIEW TODAY

Pineview is still primarily a residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. The neighborhood has strong boundaries and is surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, the largest employer in West Dayton.

From the beginning, Pineview has had engaged residential leadership. In recent years, Pineview has also been a part of Dayton's Choice Neighborhood Initiative, Renew Miami Chapel, which has helped reinvigorate momentum in the neighborhood through projects like the restoration of Lakeside Lake.

DEMOGRAPHICS

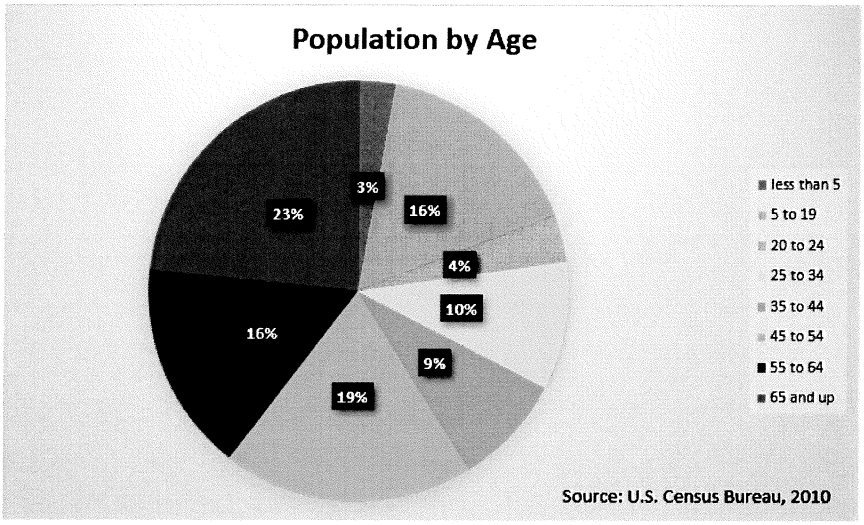
Pineview Neighborhood is located within Census Tract 42. It has a population of 582, with a median age of 52.5. The vast majority of residents are African American (96%), and there are slightly more females than males within the neighborhood. The median income is $29,375. Approximately 90% of residents have received a high school diploma or higher; 35% of residents have received an associate's Degree, a bachelor's Degree and/or a graduate degree. There are 281 households in Pineview; 65% of those households are owner occupied.

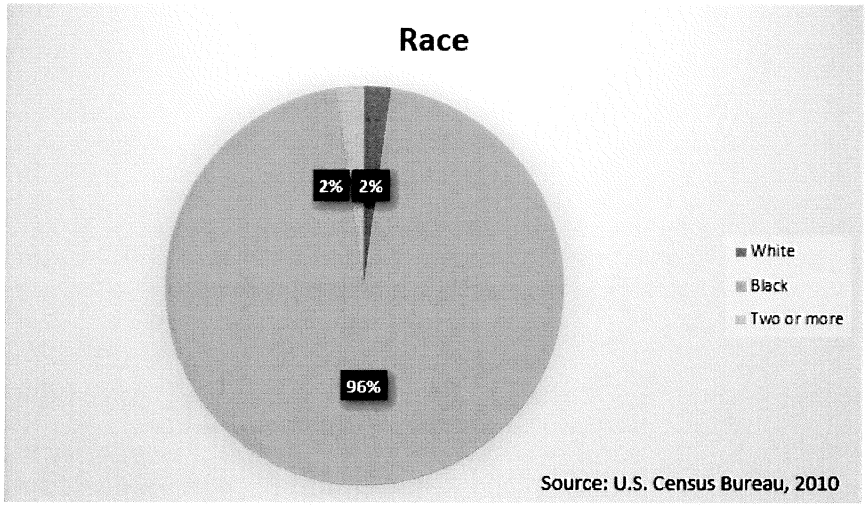
POPULATION: 582

45% Male: 261

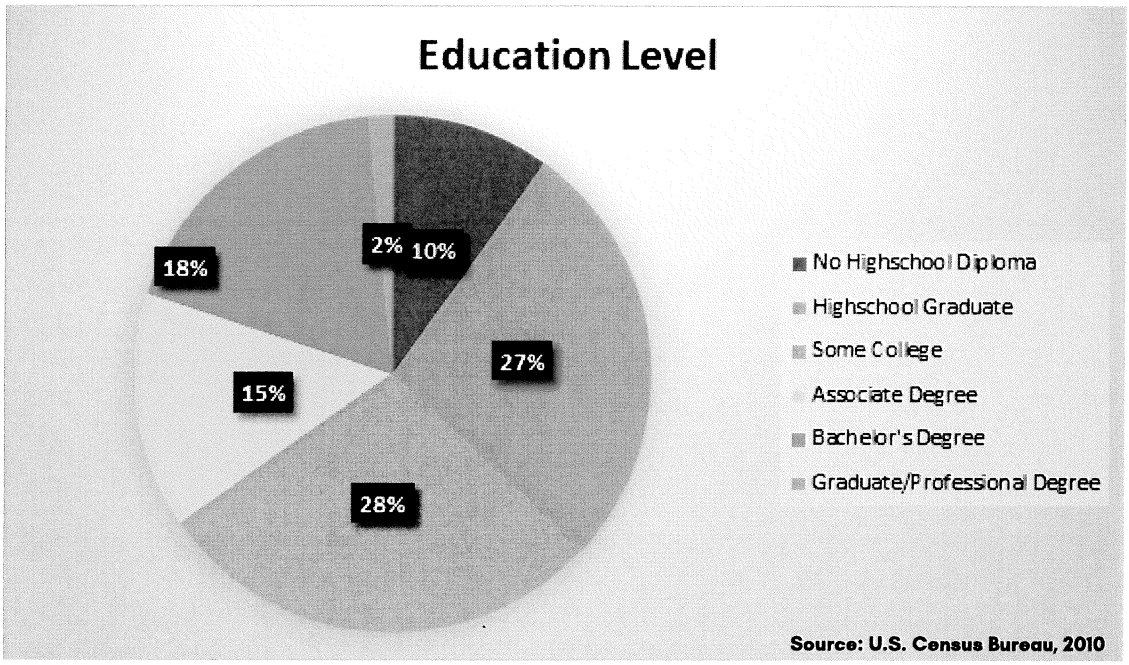
55% Female: 321

MEDIAN AGE: 52.5





DEMOGRAPHICS



MEDIAN INCOME:
$29,375

PER CAPITA INCOME:
$23,439

MEDIAN NET WORTH:
$45,995

Households	281
Families	154
Average Household Size	2.06
Owner Occupied Housing Units	182 65%
Renter Occupied Housing Units	99 35%

HOUSING

CURRENT HOUSING

Pineview today is primarily characterized by post-WWII, suburban-style housing, except for some older, historic homes around Lakeside Lake and along Mount Clair Ave. that were built in the early 1900s. According to the 2010 Census, approximately 54% of the homes in Pineview are owner occupied.

HOUSING CONDITIONS

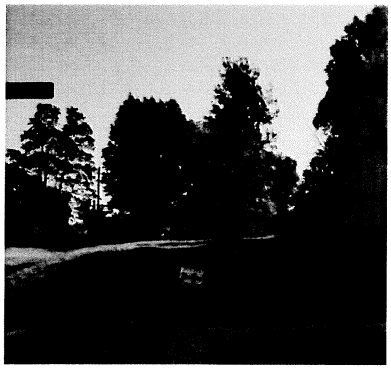
Housing condition data on the Pineview Neighborhood was collected by CityWide Development in 2018. Each home was rated using the City of Dayton's Housing Assessment Scale (see right). Of the 268 houses that were rated in the Pineview neighborhood, 84% of them were rated either a 1 or 2, meaning that 84% of the houses are in sound condition with only a few needed repairs. Only 12 homes of the 268 (about 4%) were rated a 4 or 5, while 12% of the homes received a rating of 3. Based on this data, the majority of the homes in Pineview are in good condition.

Rating	Description
1-SOUND	The Structure, Yard walks and steps are well maintained, and no exterior code violations are apparent.
2-MINOR REPAIR	Minor Maintenance task(s) need to be performed; spot painting of exterior siding, trim, doors, gutters, and/ or downspouts; the replacement of rusted gutter and downspouts; minor repair to steps, yard walks, driveways and/or fences.
3-MAJOR REPAIR	More extensive repairs need to be made, such as painting the complete building, re-roofing, installing all new gutters and/or downspouts, new porch posts or flooring, and all new yard walks or steps.
4-REHABILITATION	The repairs are more costly than the Major Repair category, but reinvestment may still make sense. Replacing such items as window, doors, roof sheathing, or porch and the rebuilding of sections of the foundation and chimney may be necessary.
5-DILAPIDATED	Rehabilitation of these structures is generally more expensive due to interior deterioration; extensive repairs like those cited in condition 4 structures are usually required.

HOUSING

THRIVING NEIGHBORHOOD INITIATIVE

Pineview is the pilot site for the Montgomery County Land Bank's (MCLB) Thriving Neighborhood Initiative, a program focused on strengthening and stabilizing 10 low-income to moderate-income tipping point neighborhoods. The initiative strives to restore property values, encourage improvements, increase market confidence, and reinvigorate neighborhood pride through blight removal and home rehabilitation. So far, MCLB has demolished 10 blighted houses and has plans to demolish 2 more in Pineview. The first Thriving Neighborhood rehab project took place at 3585 Roejack and was successful: the renovated home was sold to an owner occupant for 50% more than the median sales value of the neighborhood. This sale is the first step in building up the housing market in Pineview. Spurred by this success, MCLB will continue to invest in Pineview through housing renovations and blight removal. Residents are currently discussing creative ways to transform the vacant lots that result from blight removal through placemaking and beautification.

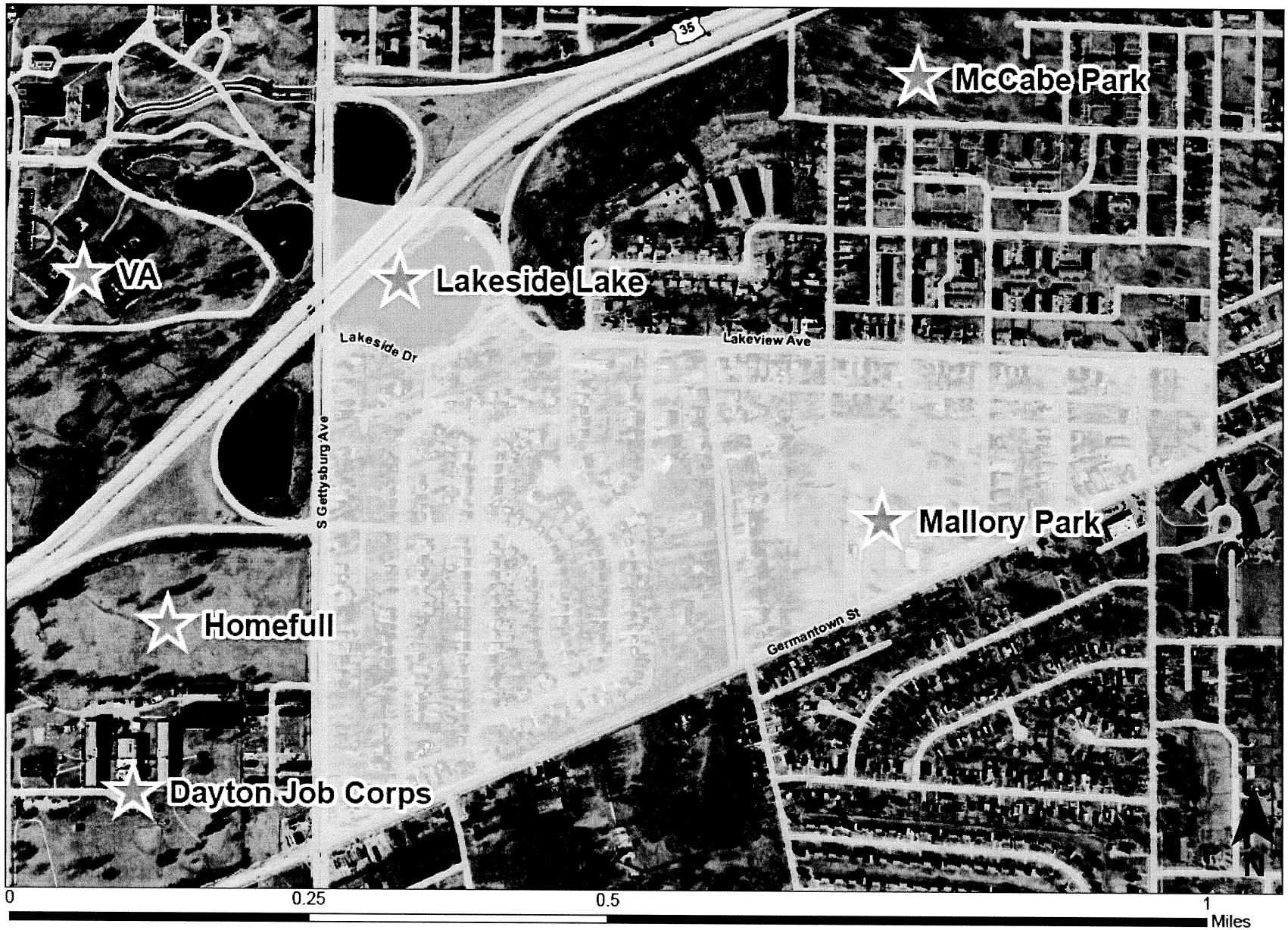


MLCB Thriving Neighborhood demolition sites - before and after.
Top: 674 S. Gettysburg Ave.
Bottom: 700 S. Gettysburg Ave.

HOUSING

Thriving Neighborhood Renovation: 709 Enroe Dr. before and after the renovation.

PINEVIEW NEIGHBORHOOD ASSETS



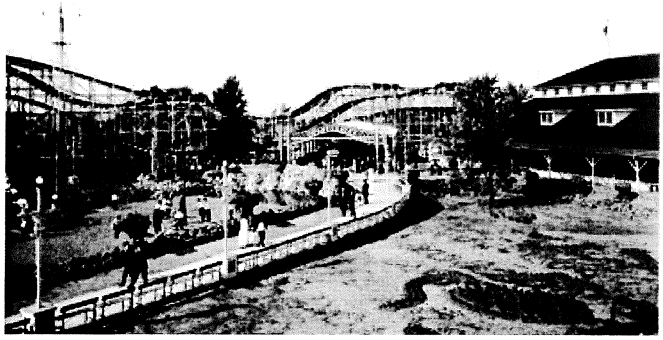
COMMUNITY ASSETS

LAKESIDE LAKE

Lakeside Lake borders the Pineview neighborhood and is directly across the street from the Dayton VA Medical Center. The spring-fed, 10-acre lake was once part of Lakeside Amusement Park, which opened in 1890 and was an attraction for visitors to the Dayton Soldiers Home (today VA Medical Center). The amusement park was annexed to the City of Dayton in 1930 and closed in 1967. Many Dayton residents have fond memories of visits to the lake, which offered fishing, boating, and a beautiful vista before it was overtaken by honeysuckle and other invasive plants that made it a less attractive destination.

In 2016, after six months of community organizing and relationship-building work with CityWide Development, residents made it clear that the restoration of the lake was a top priority that would need to be a central component of any community development effort in the neighborhood. They began to organize regular clean-up events at the lake, picking up trash and clearing out brush. Their efforts attracted the attention of a range of partners, including the Dayton Regional Labor Council, and the Ohio AFL-CIO, who selected the lake restoration as their annual Union Sportsmen's Alliance project; a massive restoration project was launched. The result was a restored vista to the lake, the installation of a new fishing pier, iron benches, flower beds, signage, and parking lot and a renewed sense of engagement in the neighborhood. As Lakeside Lake has once again become an attractive recreation destination, it has led to additional investment and interest in the neighborhood and become the foundation for a new, energetic community vision.

Picture of Lakeside Lake today, including the fishing dock.



Picture of Lakeside Amusement Park in the late 1800s.

COMMUNITY ASSETS

MALLORY PARK

Mallory Park is a large city park located in Pineview. In 2017, the City of Dayton invested $240,000 in upgrades to the park, including new equipment at the existing spray park, which has increased usage of the park. There are still some access issues that make the park feel somewhat disconnected from the neighborhood.

Pictures of the updated Mallory Park with a spray park.

DAYTON VA MEDICAL CENTER

The Dayton VA Medical Center was founded in 1867 and provides health care for Dayton veterans. The VA is located at 4100 W. Third St. and sits on a 334-acre tract of land that includes the National Cemetery. The VA's health care services include medical, surgical, mental health, home and community programs, geriatric, physical medicine and therapy services, neurology, oncology, dentistry, and hospice. The VA has both a Community Living Center and Residential Care.

Pictures of the Dayton VA today (left) and when it was first opened (right).

COMMUNITY ASSETS

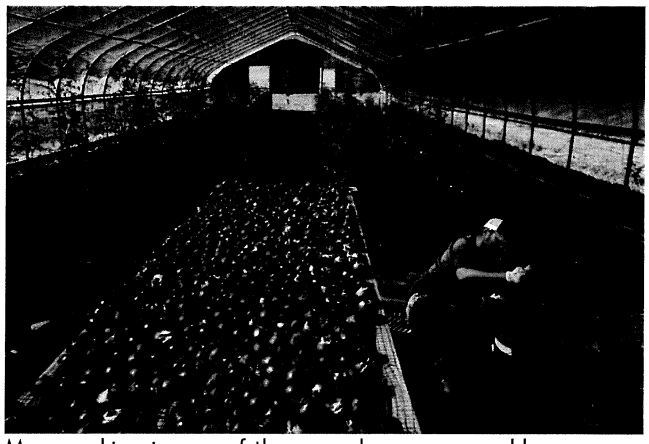
DAYTON JOB CORPS

The Dayton Job Corps was founded in 1964 and is located at 3849 Germantown St. The Job Corps is a national no-cost education program, through the US Department of Labor, that provides career technical and academic training for young people from the ages of 16-24 to improve quality of life. The Dayton Job Corps' mission is to train young people to be independent and employable so they can secure a steady career or further their education. A strong partner to the Pinevew neighborhood, the Job Corps has also sent groups of young people to participate in lake clean-ups and they provide meeting space to the neighborhood association each month.

The Dayton Job Corps building.

HOMEFULL

Homefull runs a Family Living Center off of Gettysburg Ave. that provides permanent housing and social services for families who were homeless. They also run multiple urban agriculture sites, where they offer training in farming and life skills to their clients. Homefull also recently purchased a 16.1 acre site at 807 S. Gettysburg Ave., where they hope to expand their campus in the future. Currently, Homefull provides services to more than 600 people daily.



Man working in one of the greenhouses owned by Homefull to help teach job skills.

LAND USE & ZONING

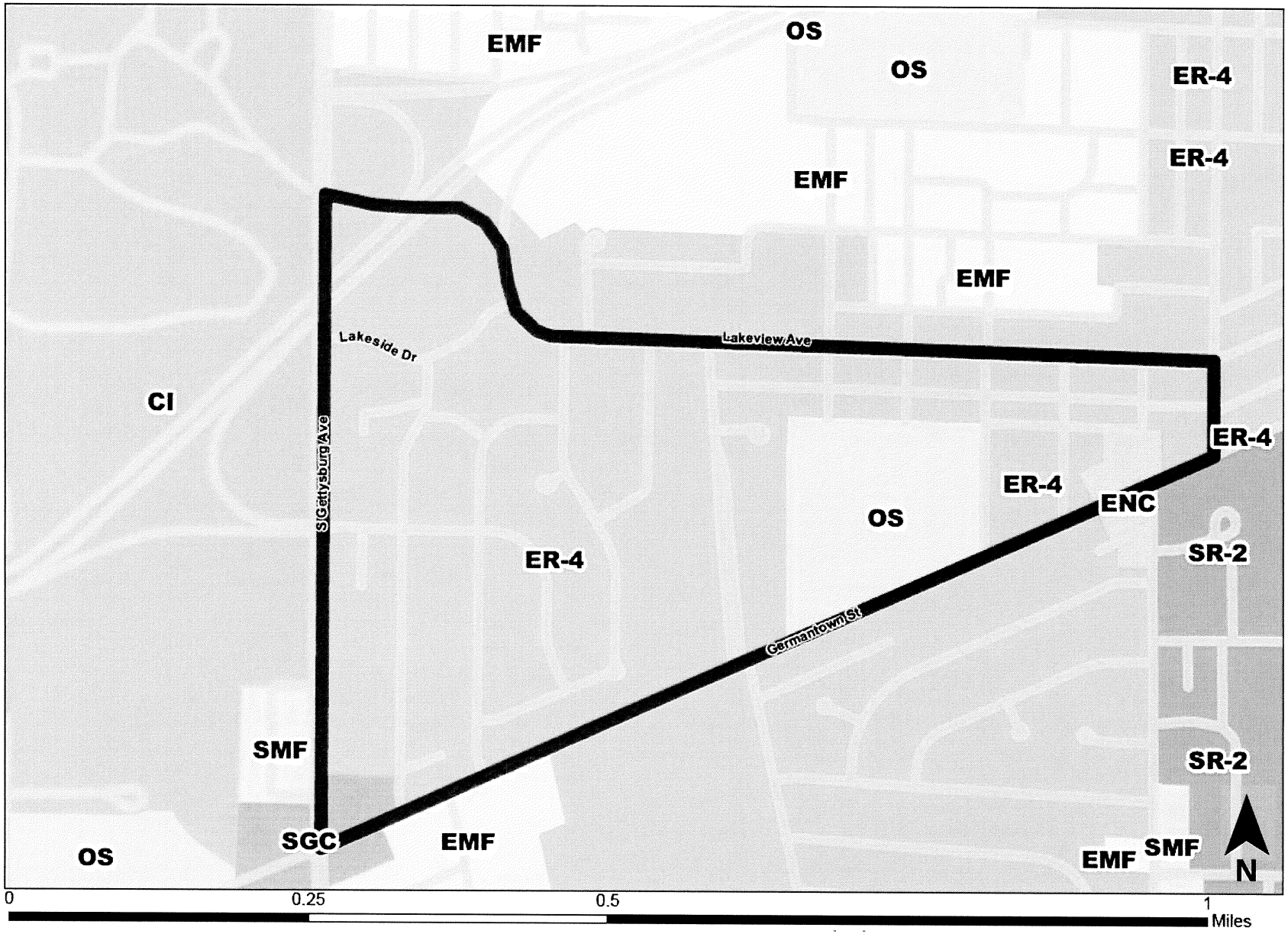
OVERVIEW

Pineview is primarily a residential neighborhood that consists almost exclusively of single-family homes. A vast majority of the homes, particularly in the heart of the neighborhood, were built in the late 1940s and early 1950s. The neighborhood is predominantly zoned ER-4, Eclectic Single-Family Residential. Mallory and McCabe Parks are zoned OS, Parks/Open Space. Zoning for Pineview is shown on the next page.

COMMERCIAL AREAS

Pineview has two small commercial areas within its borders. One consists solely of the Dollar General lot in the southwest corner of the neighborhood. The other consists of a few parcels at the corner of Germantown St. and Groveland Ave. where Westside Market is located. Westside is a small corner market that provides limited grocery options. Pineview residents do not commonly utilize Westside Market; the store has, however, partnered with the Dayton Choice Neighborhood efforts for a mural, improved parking lot, and facade improvements. Dayton and Montgomery County Public Health also engaged with the market to improve product offerings, such as fresh produce.

PINEVIEW NEIGHBORHOOD LAND USE AND ZONING



CI = Campus Institutional
EMF = Eclectic Multi Family
ENC = Eclectic Neighborhood Commercial
ER-4 = Eclectic Single-Family Residential
OS = Open Space
SGC = Suburban General Commercial
SMF = Suburban Multi Family
SR-2 = Suburban Single-Family Residential

CONNECTIVITY

OVERVIEW

Pineview has easy access to several major corridors, US-35, and multiple bus routes. The neighborhood itself is fairly walkable, although key stretches that connect residential sections to recreational assets are often missing safe walkable routes.

GERMANTOWN

Germantown St. is an historic corridor that has always been predominantly residential in character. During the 20th century, there were a number of manufacturing sites located along the street that today have mostly been demolished and await redevelopment. Much of the later development was built to an auto-oriented scale, with the focus on providing convenience to vehicular traffic. There are varied uses along the corridor, including residential, small strip commercial, and remnants of industrial nodes. Germantown's purpose has shifted since the opening of US-35, and there has been significant disinvestment along the corridor.

GETTYSBURG

Gettysburg Ave. is a West Dayton crosstown connector that is very similar in character, age, and layout to the East Dayton crosstown connector of Smithville Ave. While the history of Gettysburg Ave. is linked to the beginnings of the Dayton VA Medical Center (1867), it experienced explosive growth and vibrancy during the post-World War II era. Significant expansion of neighborhoods both east and west of the corridor helped create shopping and service demand during the postwar economic boom in Dayton. Given the postwar growth along the corridor, its commercial uses were generally developed in a suburban model. The corridor also had a number of manufacturing operations located more in the northern half. As jobs and residents diminished in West Dayton and throughout much of the city, however, so did the density of economic vibrancy. These changes have left some highly visible vacancies (large and small) along the corridor. Despite these changes though, there are still pockets of economic strength along the corridor, including the Dayton VA Medical Center, the vibrant community intersection at Hoover Ave., and the SugarCreek facility.

CONNECTIVITY

ACCESSIBILITY

Accessibility is one of Pineview's strengths. Easy access to US-35 from the Gettysburg Ave. on-ramps provide a short drive to I-75. Gettysburg Ave. also serves as a major thoroughfare, connecting Pineview to commercial areas north of Gettysburg and Third St. (like the Westtown Shopping Center)and providing a direct route south to Moraine and West Carrollton. Germantown St. provides another thoroughfare that connects Pineview directly to downtown Dayton.

BUS ROUTES

A few RTA bus routes serve Pineview, providing good accessibility to public transit. Route 9 operates through key intersections on Germantown St., at McArthur Ave. and at Gettysburg Ave. Route 8 runs along the Lakeview Ave., one of the system's fixed trolley routes. Both routes connect Pineview to the Downtown and Westown hubs. Route 24 runs north-south along Gettysburg Ave. and connects to the South hub at the Dayton Mall in Miami Township and north to Miami Valley North Hospital on N Main St.

WALK ABILITY

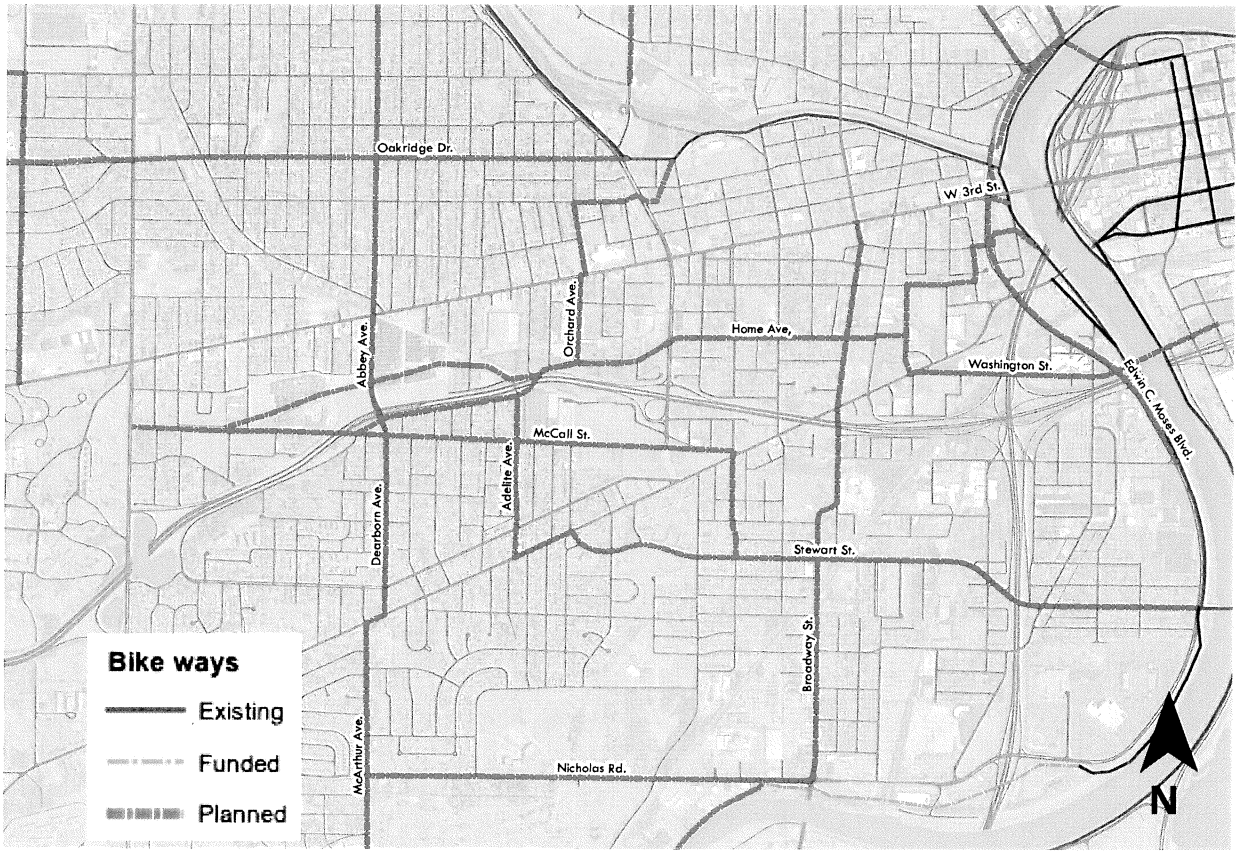
The Pineview neighborhood contains sidewalks on the majority of the residential streets. The west half of Pineview is easy to travel as a pedestrian, with sidewalks on all the connected streets; however, there are a few areas that are challenging to traverse. There is no sidewalk on Lakeview Ave. between LaSalle Dr. and Lakeside Dr., which is a key stretch in connecting the neighborhood to Lakeside Lake. Mount Clair Ave. is a divided street with one direction separated by the other by a steep berm. While northbound Mount Clair Ave. has a sidewalk, southbound does not. There are also no paths or steps that traverse the berm, so there is a 0.25 mile stretch of southbound Mount Clair Ave. with no ability to access a sidewalk.

Mallory Park is the neighborhood's city park, but the west portion of the neighborhood is poorly connected to it. Because of the sloped topography, street design, and the location of the park entrance, a large portion of residents have to walk a 1/2 mile along Germantown St. (between Enroe Dr. and the park entrance) to access the park by foot. This stretch of Germantown St. has sidewalks, but they are fairly narrow and border a four-lane corridor, where traffic travels at high speeds. Better connectivity from Lakeview Ave. would make the park more accessible to Pineview residents.

CONNECTIVITY

BIKEWAYS

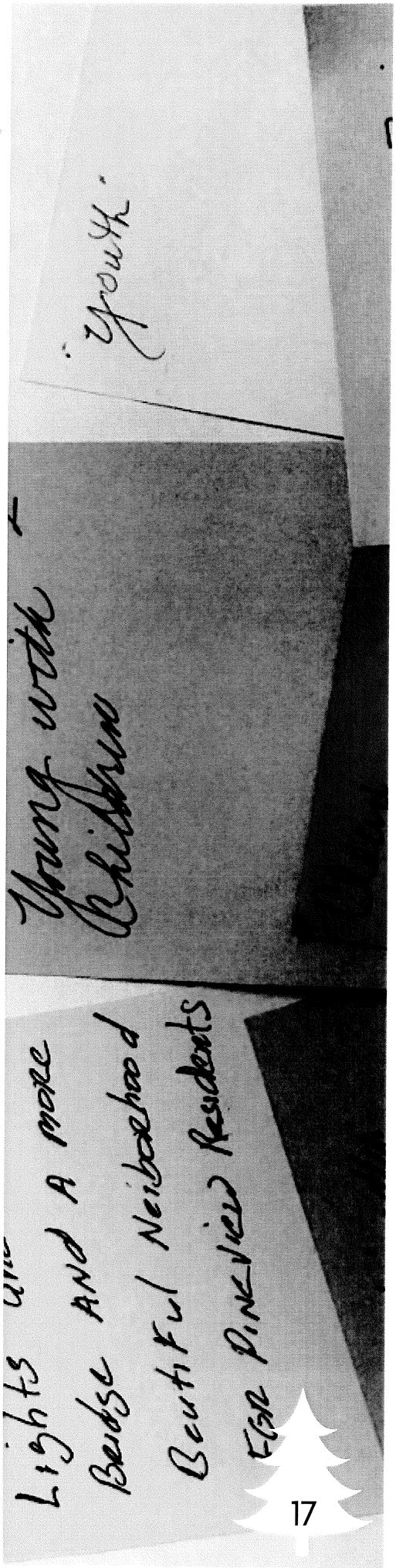
The City of Dayton hopes to connect West Dayton to the larger bicycle network by providing a series of interconnected improvements and enhancements along the parkways, thoroughfares, and collector streets that all feed to the corridors along the rivers. The West Dayton Bicycle Network will eventually include a bikeway along Dearborn Rd., which is the eastern border of the Pineview Neighborhood.



WEST DAYTON PLANNED BICYCLE NETWORK

CHAPTER 2: COMMUNITY ENGAGEMENT & PLANNING PROCESS

- Community Meetings & Discussions



COMMUNITY MEETINGS & DISCUSSIONS

OVERVIEW OF PAST MEETINGS AND DISCUSSIONS

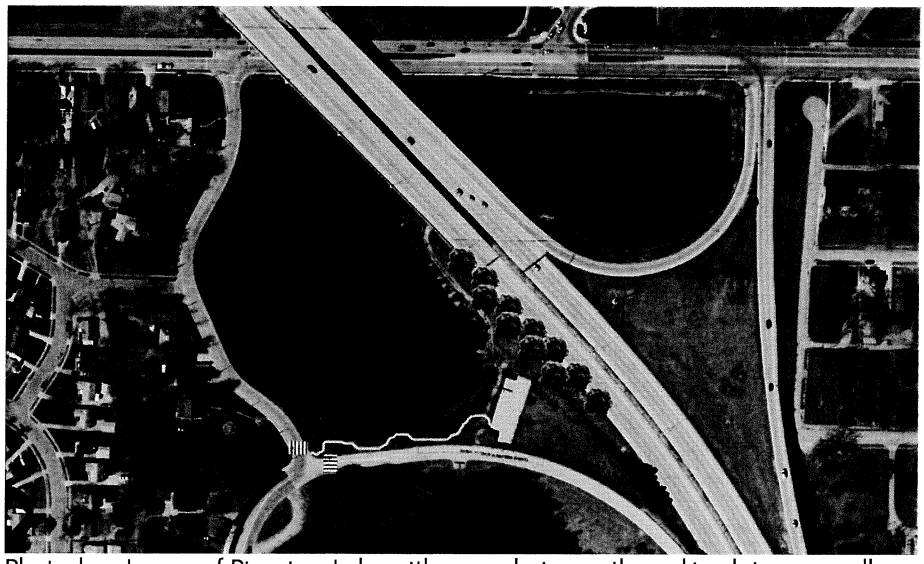
CityWide Development first began working in the Pineview neighborhood in 2016 through a HUD Choice Neighborhood Planning Grant focused on the revitalization of five neighborhoods in southwest Dayton. Initial community organizing work with residents led CityWide to identify the restoration of Lakeside Lake, once a regional draw and attractive community asset, as a key priority for the neighborhood. In partnership with many community groups, City of Dayton Public Works, and Groundskeeper Landscaping, and with support from the Dayton Regional Labor Council and the Ohio AFL-CIO, Pineview launched a massive clean-up and restoration project. The lake project galvanized the neighborhood and restored a community asset.

Building upon this momentum, the residents then engaged with CityWide in a planning process that concluded in the Fall of 2019. The process began with research, including a housing condition survey, and time spent bringing additional partners into the neighborhood. CityWide then worked with neighborhood leaders to develop a series of planning sessions focused on identifying neighborhood priorities, developing long-term strategies to strengthen and grow the neighborhood, and creating opportunities for additional placemaking.

COMMUNITY MEETINGS AND DISCUSSIONS

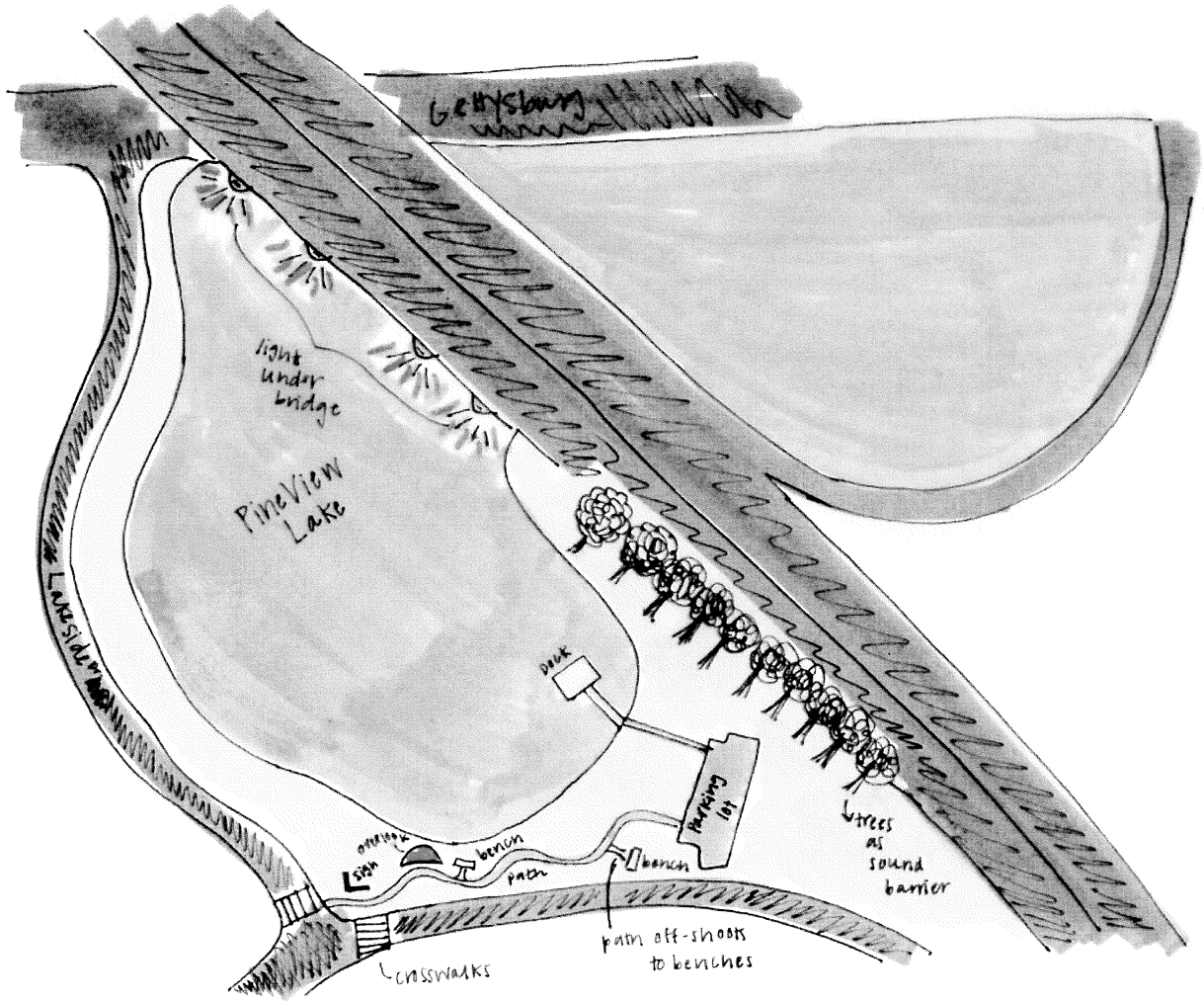
SEPTEMBER 10, 2019

During previous meetings, it was decided that CityWide would help Pineview create a neighborhood plan with strategic priorities for the future. Time was set aside during three neighborhood meetings for CityWide to assist neighborhood leaders with visioning exercises. At the Sept. 10 meeting, the MCLB came to discuss vacant lots on Gettysburg that will be available to purchase at a very low price for adjacent neighbors, which provides residents with opportunities for further placemaking. CityWide also presented possible ideas for placemaking opportunities around Lakeside Lake, including new pathways and an overlook. Residents emphasized the importance of repairing the current limestone wall that is on the edge of the lake and the importance of green space and recreation in the neighborhood.



Photoshop Image of Pineview Lake with meandering path, parking lot, crosswalks and tree sound barrier.

COMMUNITY MEETINGS AND DISCUSSIONS

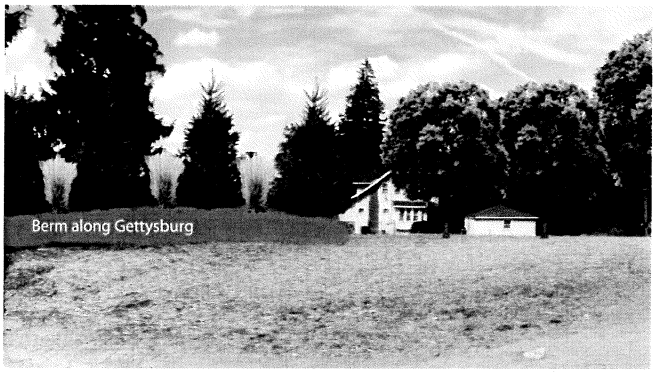


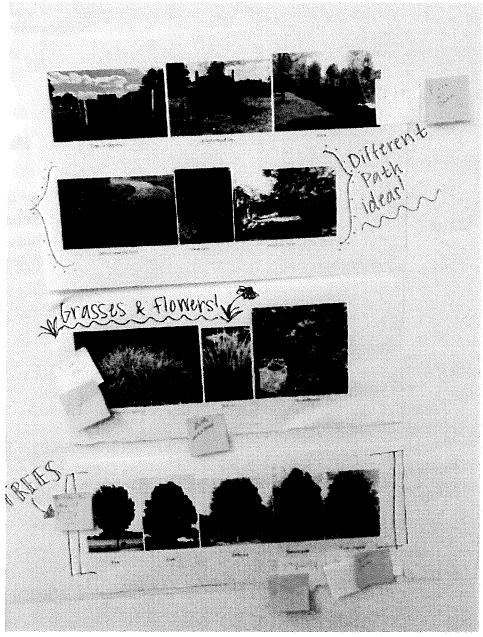
After the Sept. 10 meeting an initial rendering of a vision for Pineview Lake was created and shared for additional feedback. The rendering includes a meandering walking path, added benches, an overlook, lighting under the bridge, a wall of trees as a sound barrier along US-35, and crosswalks at the intersection of Home Ave. and Lakeside Dr.

COMMUNITY MEETINGS AND DISCUSSIONS

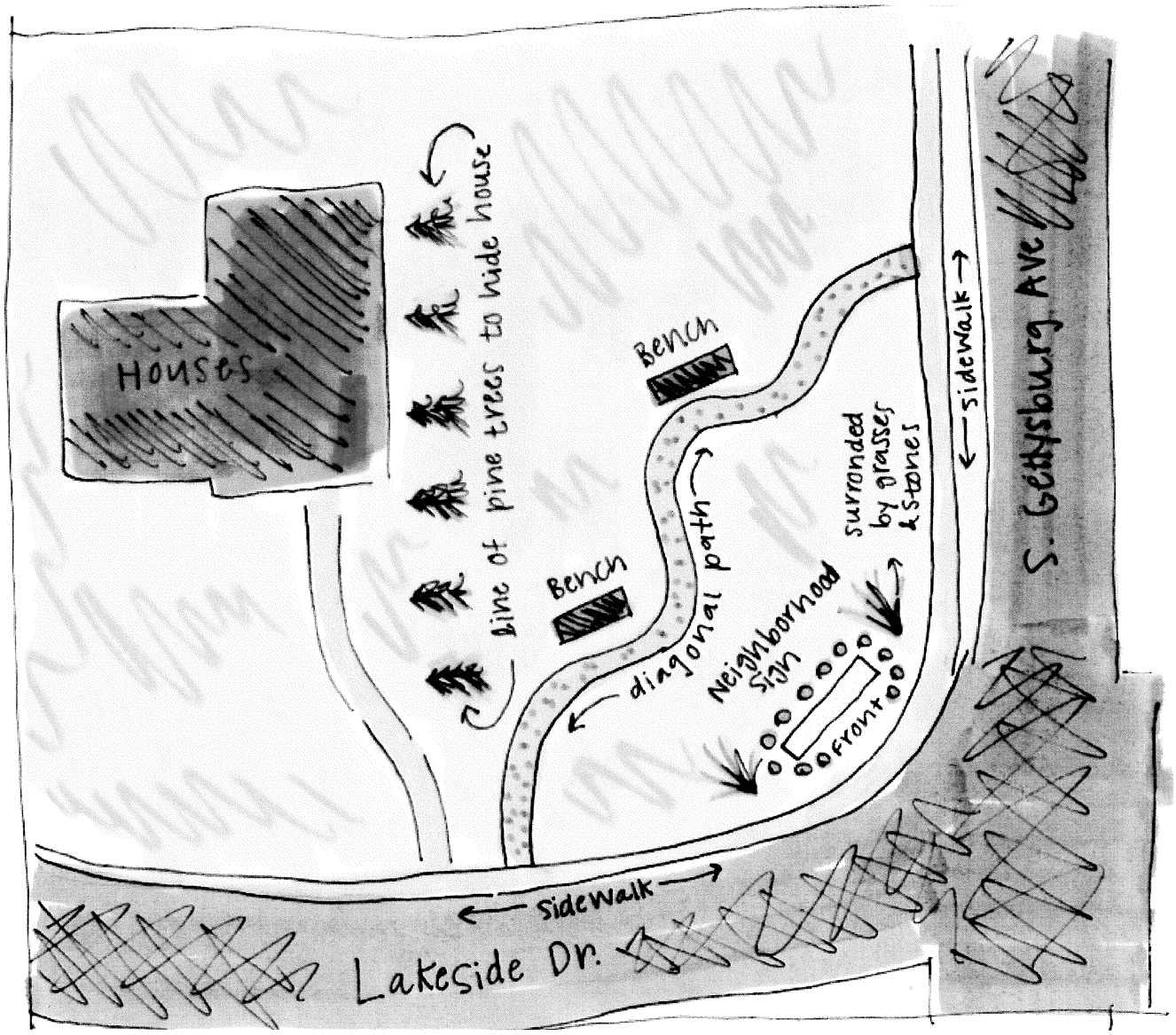
OCTOBER 8, 2019

At the Oct. 8 meeting at the Job Corps building, CityWide presented visioning boards for two vacant lots on Gettysburg Ave. that act as neighborhood gateways. Residents provided feedback on different design ideas for the lots, including a neighborhood sign, a path, trees, grasses, and a berm, with a goal of creating options that are aesthetically pleasing but still easy to maintain.

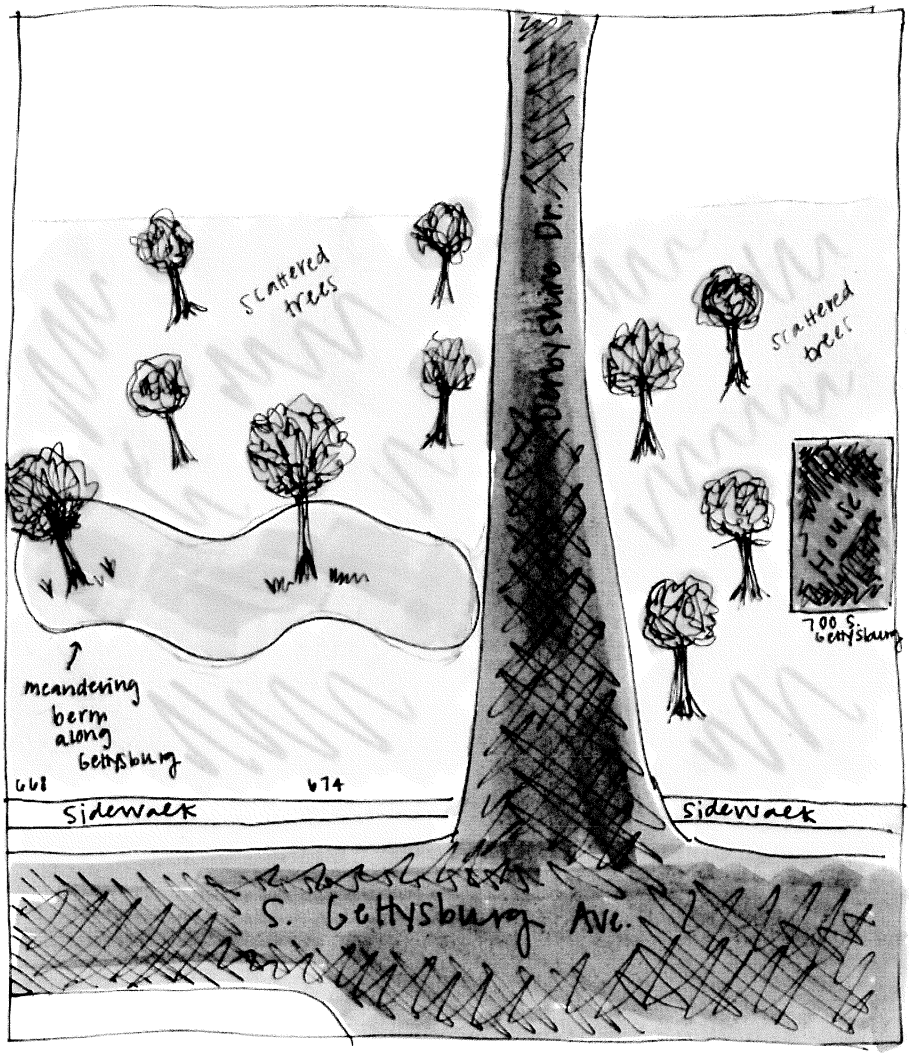




Visioning boards with feedback for vacant lots along Gettysburg Ave. Top left: corner of Derbyshire Dr. and Gettysburg Ave. Bottom left: corner of Lakeside Dr. Above: placemaking ideas with comments from a neighborhood meeting.



After the Oct. 8 meeting, initial renderings of visions for the vacant lots were created. Above: a lot at the corner of Lakeside Dr. and Gettysburg Ave. The vision includes a meandering wood chip path with stones, a neighborhood sign surrounded by stones and grasses at the intersection, benches along the path, and pine trees at the left border of the lot.



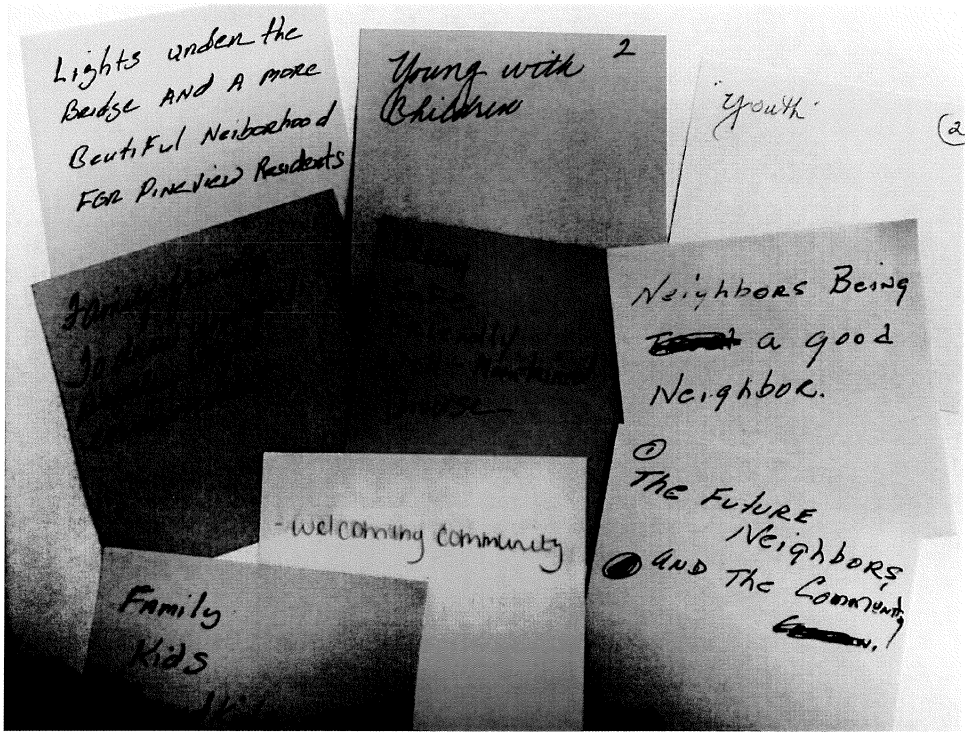
Above: a vision for the lot at the corner of Gettysburg Ave. and Derbyshire Dr. This vision includes a meandering berm and colorful trees, including sweet gum and tulip poplar trees, throughout the lot. The residents expressed that they wanted the lots to be colorful and easy for the City to maintain.

COMMUNITY MEETINGS AND DISCUSSIONS

NOVEMBER 12, 2019

At the Nov. 12 meeting, the residents compiled their ideas for a vision statement. They recorded words that described the following: 1) what they want their neighborhood to look like and 2) for whom they were creating the plan. The common themes were beautification, neighborhood safety, preservation of values and history, and a friendly/family neighborhood with an eye to the future. Almost every resident shared that this would impact their grandchildren and future generations.

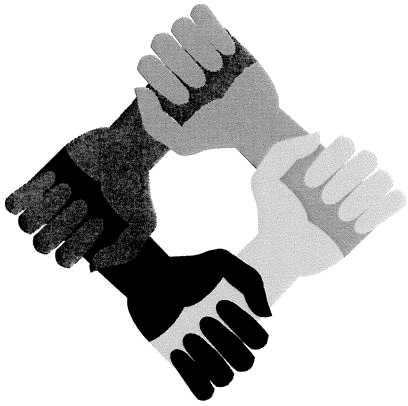
A draft of the plan was also distributed and residents were asked to provide any feedback, edits, or additions they may have. There was a focus on the recreational assets, improving safety, and preserving history. Lastly, residents discussed their concerns regarding safety at Mallory Park and their hopes to make it more accessible.

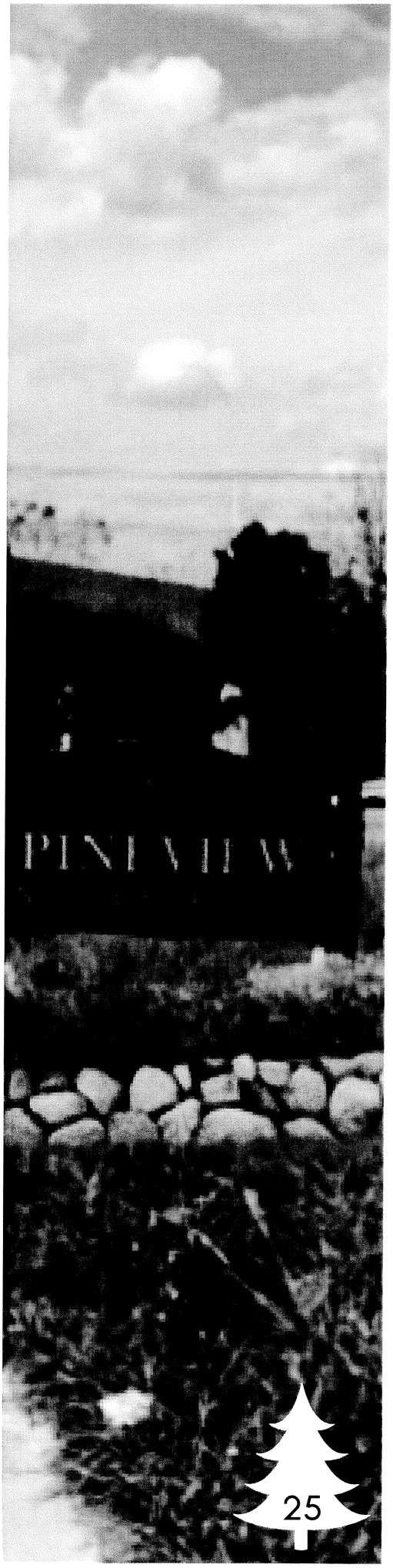


Resident's ideas on sticky notes for a vision statement for their neighborhood.

CHAPTER 3: STRATEGIC PRIORITIES

- Strengthening boundaries through placemaking and beautification
- Supporting continuous home ownership
- Building resident capacity
- Supporting recreational assets





STRENGTHENING BOUNDARIES THROUGH PLACEMAKING AND BEAUTIFICATION

GOAL: Improve the boundaries of the Pineview Neighborhood through targeted beautification and placemaking efforts.

1. Improve the pedestrian experience along Germantown St.
Overgrowth along the north side of the sidewalk makes it difficult to walk along Germantown St and creates a unkempt look. Strategies to improve the area include cutting back overgrowth on the sidewalk and strengthening the slope structurally.

2. Identify and beautify neighborhood entrances.
The only "official" neigborhood entrance to Pineview is at Mount Clair Ave. and Germantown St. Many residents enter their neighborhood at the intersection of Gettysburg Ave. and Lakeside Dr., where recent demolition has created an empty corner lot. Residents have expressed interest in creating a second neighborhood entrance, marked by an identity sign and other placemaking elements.

The lot at Gettysburg Ave and Lakeside Dr.

3. Continue placemaking along Gettysburg Ave.

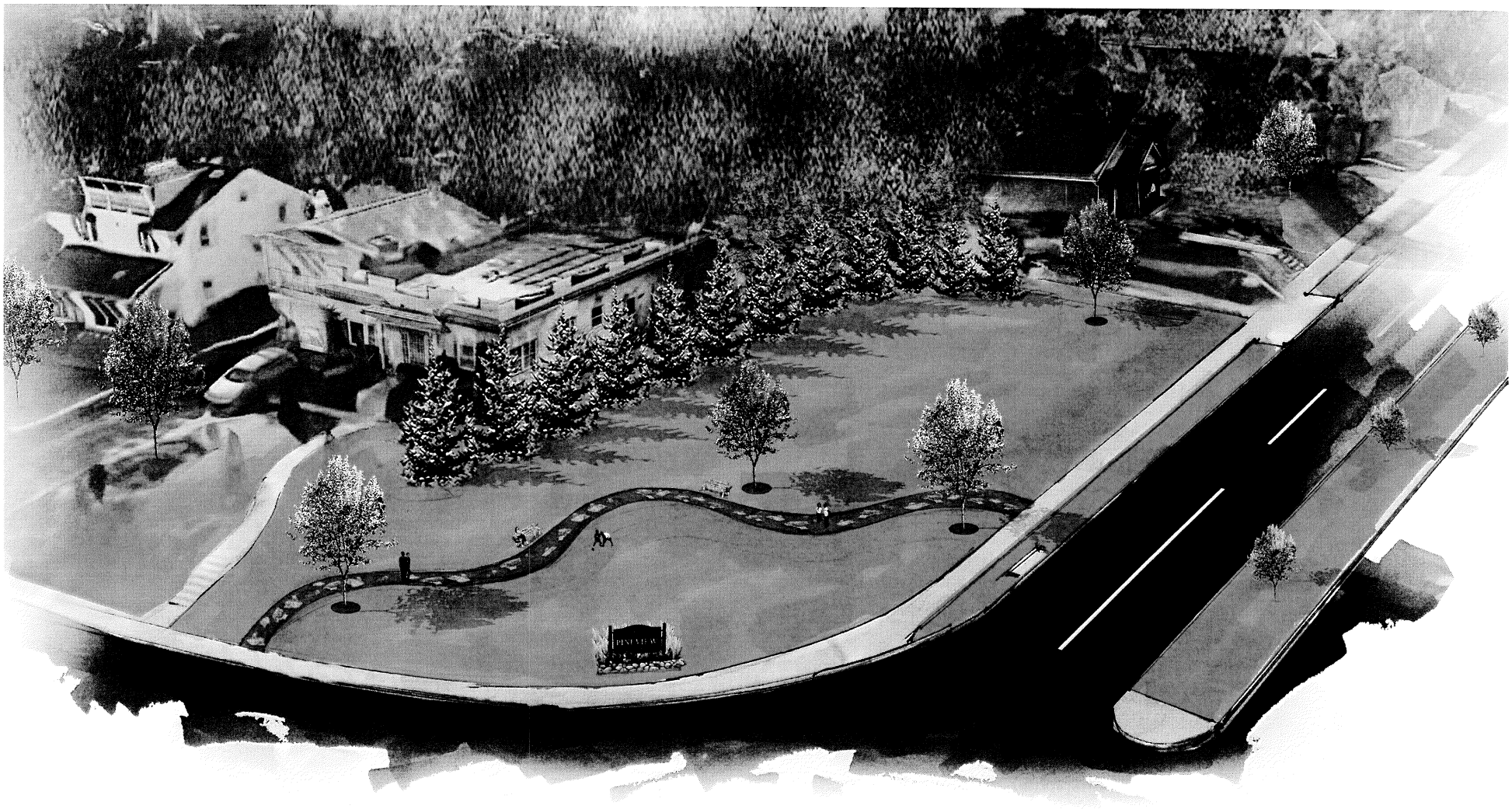
The section of Gettysburg Ave. that borders Pineview, south of US-35, has a quieter, more pastoral feel than much of the corridor. The east side of the street in this portion is almost entirely residential and the west side is largely occupied by the Homefull campus, which contains several apartment buildings and an open green site that they have plans to develop in the future. As discussed earlier, there is a small commercial section at the intersection of Germantown St. and Gettysburg Ave. with uses that include a gas station, a drive through, and convenience stores. Residents have struggled to build relationships with these entities when attempting beautification efforts. Long-term work on this section of Gettysburg Ave. should enhance its current pastoral image and could include facets of the potential Urban Parkway Overlay discussed in the *Greater West Dayton Corridor Plan* (see page 38 for details). The Montgomery County Land Bank has demolished several homes along Gettysburg Ave. as a part of their Thriving Neighborhood Initiative (see page 6 for more information). This has had an immediate positive effect on the aesthetic appearance of the western neighborhood boundary and provided residents with the opportunity to make further improvements. Residents have defined a vision for this entrance to their neighborhood and surrounding areas that 1) creates a vibrant and attractive entrance to the neighborhood and 2) supports current neighborhood residential uses and high quality of life.

4. Partner with neighborhood volunteers to create adopt-a-block program along Lakeview Ave, focused on targeted beautification on boulevards.

Lakeview Ave has a series of boulevards that used to be a point of pride for the neighborhood. Currently, the primary features on these boulevards are an inconsistent tree line and a series of RTA poles. Revitalizing this once-vibrant feature of the neighborhood should include a more consistent tree line and low-maintenance garden design that can be maintained easily by neighbors. Residents could adopt and maintain boulevard blocks in small groups.

Measures:

- Cut back overgrowth and increase pedestrian usage along Germantown St., west of Mallory Park, between Mount Clair Ave. and Oakleaf Dr.
- Complete gateway on Gettysburg Ave./Lakeside Dr. that includes neighborhood sign.
- Install new trees and landscaping along Lakeview Ave. that is maintained by neighborhood groups.



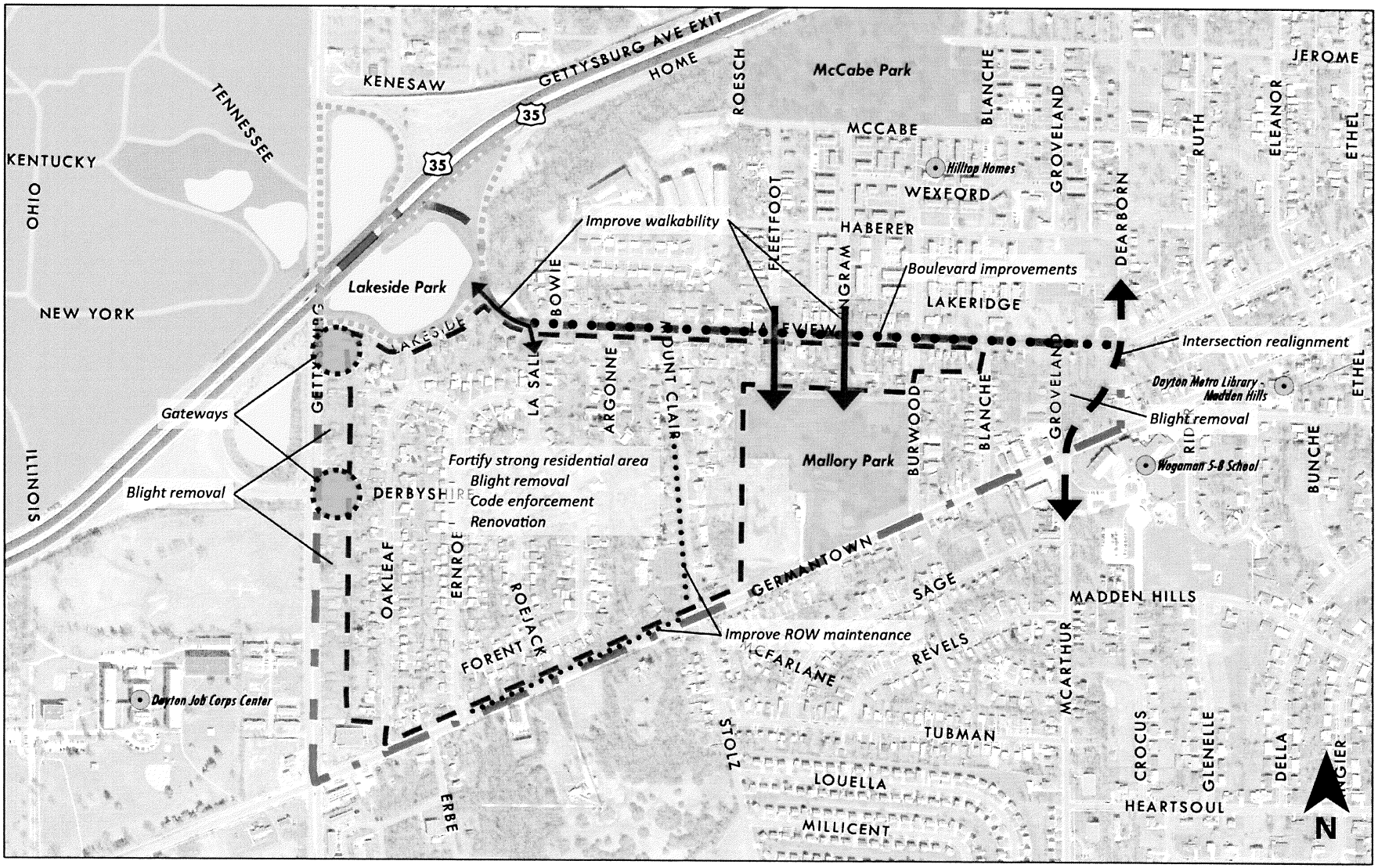
Rendering of lot at Gettysburg Ave. and Lakeside Dr. It includes a meandering path with benches along it, a neighborhood sign surrounded by stones and grasses, and a wall of pine trees at the left border of the lot.

VISIONS

SOUTH GETTYSBURG AND DERBYSHIRE DRIVE

Rendering of lot at Gettysburg Ave. and Derbyshire Dr. It includes meandering berm and colorful trees scattered throughout the lot.

PINEVIEW NEIGHBORHOOD STRATEGIES



Above is a map of the boundaries of Pineview and proposed projects meant to strengthen boundaries including gateways, blight removal, improving right-of-way maintenance, boulevard improvements, intersection realignment, and walkability.

SUPPORTING CONTINUOUS HOME OWNERSHIP

GOAL: Support stable homeownership and long-term residency in the neighborhood.

1. Identify home improvement funding for residents.

Home improvement programs will help residents maintain their homes, keep up the exterior appearance, improve property values, and allow senior residents to age in place. These could range from partnerships with banks or non-traditional lenders to rehab programs from groups like Rebuilding Together or County Corp.

2. Continue partnerships with the MCLB and others to support rehabilitation of homes.

The MCLB has already rehabbed and sold two properties in the Pineview neighborhood and is interested in continuing these rehab efforts. Other partners who can support and leverage these efforts should also be identified.

3. Use code enforcement tools to address poor housing conditions or negligence.

Identifying problem properties where code enforcement will have an impact will help the overall appearance of the neighborhood. This is not an effort to punish legitimate homeowners who cannot afford to make necessary improvements, but a focus on property owners who have the ability to make changes and choose not to.

Measures:

- # of homes rehabbed and sold
- Improved property conditions
- % of owner-occupied units

BUILDING RESIDENT CAPACITY

GOAL: Build resident capacity to ensure continuous and energetic leadership.

1. Create welcome packet for new residents.
This will build on Pineview's welcoming and engaged environment, providing an opportunity to help new residents forge connections and learn about their community. It will also help to engage families as they move into the neighborhood and help ensure new leaders are identified.

2. Continue to provide a variety of ways that residents can engage with their neighborhood, including formal meetings, clean ups, social events, welcome groups, lake maintenance, beautification, etc.
A healthy neighborhood provides a number of different ways that residents can engage and participate, allowing people to connect with something that is most closely aligned with their schedules and interests. It also provides opportunities to build a varied leadership structure, with different people taking on small projects that they are passionate about.

Resident Leaders trimming overgrowth at lake.

Measures:

- # of residents attending events and engaged in leadership.

Rendering of placemaking opportunities at Pineview Lake.

SUPPORTING RECREATIONAL ASSETS

GOAL: Improve access to nearby parks from Pineview neighborhood.

1. Reposition Mallory Park and improve pedestrian access from the neighborhood.
Mallory Park is located within the Pineview neighborhood and, in 2017, received a $240,000 renovation to its basketball court, playground equipment, and spray park. The park is still underutilized, and residents have shared that they feel disconnected from it due to poor access from the neighborhood. Creating better pedestrian access in the northwest portion of the park and focusing neighborhood improvements around this important asset could help the park reach its potential.

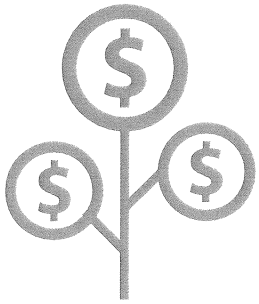
2. Improve connections between Pineview and McCabe Park.
Historically, Pineview families also used McCabe Park for recreation, but there is no longer an easy and safe pedestrian route to McCabe from Pineview for most residents. Long-term residents would like to reclaim that park and create new, safe paths to access it. This is also mentioned in the West Dayton Neighborhoods Vision, a plan adopted by the City of Dayton Plan Board and City Commission in 2019 that proposes the eventual development of a Lakeside/McCabe Preserve. This would not only create better access to the park but also better connect residents to the larger parkway system.

Measures

- # of residents utilizing parks for recreation.

CHAPTER 4: IMPLEMENTATION & FUNDING

- Leveraging other investments
- Conclusion
- Implementation Plan



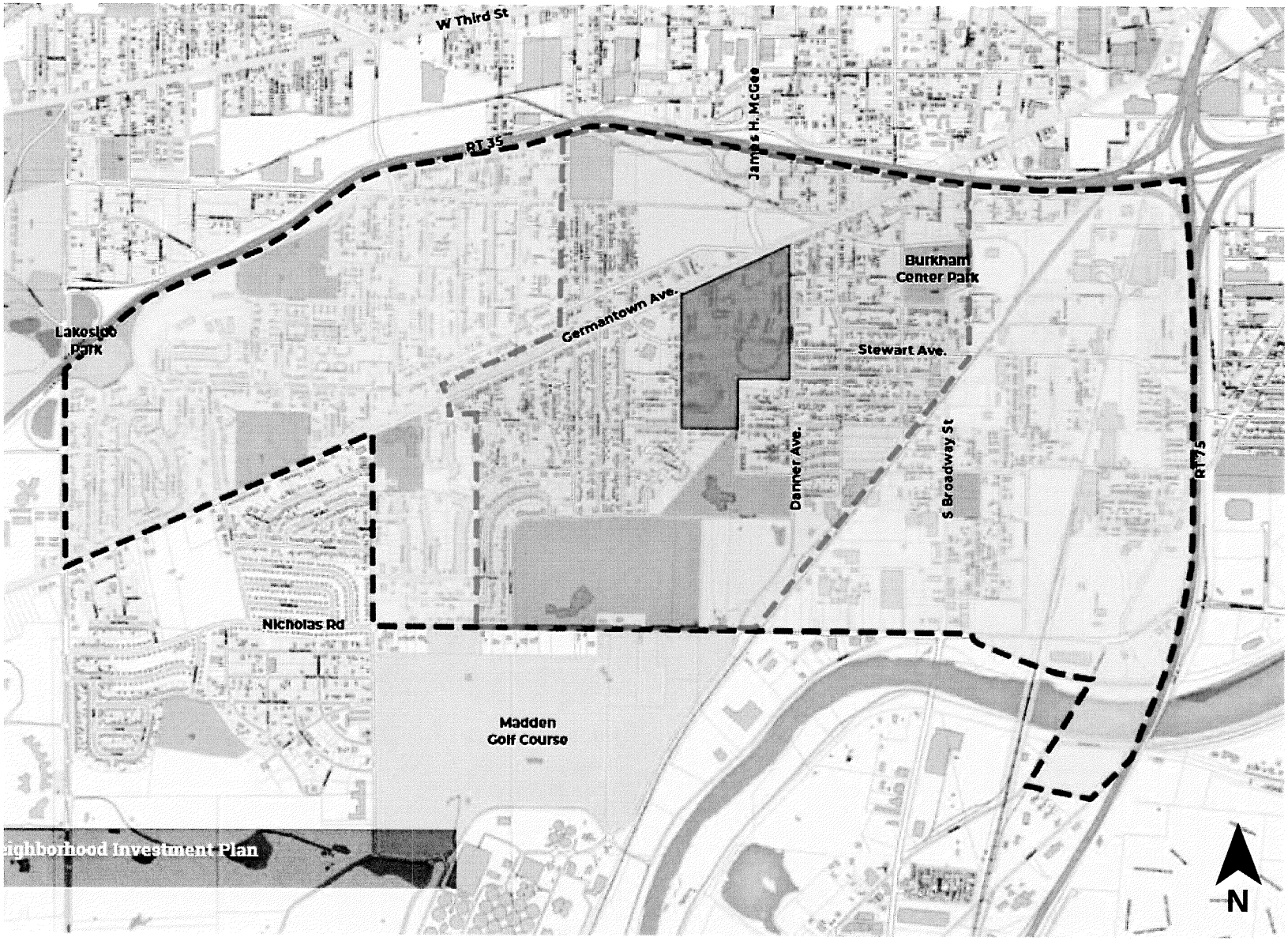
LEVERAGING OTHER INVESTMENTS

In addition to implementing its own goals, Pineview will also work to leverage investment and planning from other sources, including several existing plans focused on West Dayton: *Renew Miami Chapel*, the *West Dayton Corridor Plan*, and *the West Dayton Neighborhoods Vision*. All three of these plans include strategies that will directly impact the Pineview Neighborhood.

CHOICE-RENEW MIAMI CHAPEL

In 2016, Greater Dayton Premier Management was awarded a $1.5 million Planning and Action Choice Neighborhoods grant from HUD to transform the Miami Chapel area. *Renew Miami Chapel* is the Transformation Plan for the Greater Miami Chapel area, which includes the neighborhoods of Miami Chapel, Pineview, Madden Hills, and Edgemont. The main priorities of the plan are centered around providing affordable housing, preserving identity, improving education, promoting well being, and asset and economy building. The plan includes the future transformation of the Hilltop Homes area, which could possibly provide the opportunity to expand McCabe Park and connect it to Lakeside Lake recreation area. The Choice Plan also discusses the realignment of Dearborn Ave. into McArthur Ave. creating greater access to the planned West Dayton Library and Wright Factory Site.

CHOICE NEIGHBORHOODS INVESTMENT MAP



LEVERAGING OTHER INVESTMENTS

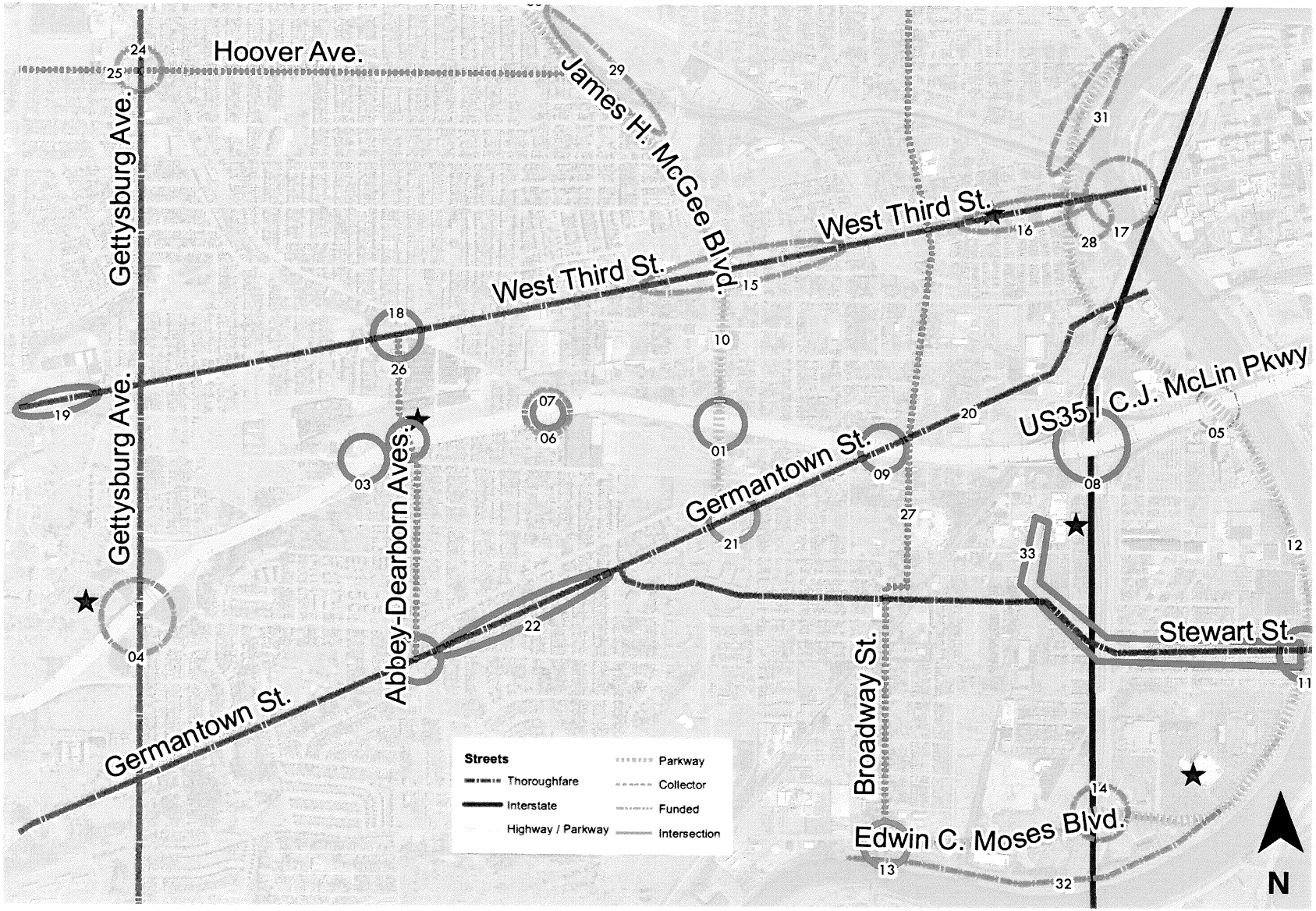
GREATER WEST DAYTON CORRIDOR PLAN

The guiding principles of the *Greater West Dayton Corridor Plan* include: to advance efforts to fund, improve and reshape the strategic corridors in West Dayton; to strengthen Dayton's place- and asset-based investment strategy by focusing, improving, and enhancing the strategic corridors and linkages of West Dayton to leverage and expand economic activity; to integrate related City of Dayton plans and policies into all realms of impactful decision making; and to plan and design for physical and functional connectivity within the target geography. Two important thoroughfares in the *Greater West Dayton Corridor Plan* that play a significant role in the Pineview neighborhood are Gettysburg Ave. and Germantown St. The transportation strategies in this plan are aligned with the *Greater West Dayton Corridor Plan.*

UDA WEST DAYTON NEIGHBORHOODS VISION PLAN

In March of 2019, Urban Design Associates (UDA) worked with the City of Dayton to unite multiple plans for West Dayton into one document that creates a widely shared vision for the community. One priority in this document is to build support for recreation opportunities and build better connections between existing and potential green spaces. The Lakeside/McCabe Preserve (which borders Pineview) is a proposed area that surrounds US-35 and is the key connection between the Wright Company Factory Site and the Dayton VA Medical Center. This area could be transformed into open, green space, with McCabe Park remaining a focal point of the preserve. This vision includes a connection from McCabe up to Wesleyan Nature Center, as well as access to the new library at US-35 and Abbey Ave.

WEST DAYTON CORRIDOR PLAN



CONCLUSION

Pineview Neighborhood Association has created this plan as a guide to the development they would like to see over the next 10 years. The proposed goals aim to build market confidence and encourage more families to consider Pineview as their home.

Pineview will review the plan annually to assess progress toward the goals, make amendments as needed, and seek ongoing support from the City of Dayton and CityWide to advance their plan.

IMPLEMENTATION

Goals	Activities	Measures	Funding	Partners
Improve the boundaries of Pineview Neighborhood through targeted beatification and placemaking efforts.	1. Improve pedestrian experience along Germantown St. 2. Identify and beautify neighborhood entrances. 3. Continue placemaking work along Gettysburg Ave. 4. Partner with neighborhood volunteers to create adopt-a-block program along Lakeview Ave.	1. Overgrowth cut back and increased pedestrian usage of Germantown. 2. Completed gateway on Gettysburg/ Lakeside that includes neighborhood sign. 3. New landscaping along Lakeview Ave that is maintained by neighborhood groups.	• COD Mini Grant • The Dayton Foundation Greenlight Grant • WDDF	• Montgomery County Land Bank • Residents • CityWide • City of Dayton
Support stable homeownership and long-term residency in the neighborhood.	1. Identify funding for home improvement efforts. 2. Continue partnerships with MCLB and others to rehab homes. 3. Use code enforcement tools to put pressure on absentee/negligent property owners.	1. # of homes rehabbed and sold 2. Improved property conditions: a higher percentage of houses received a 1 or 2. 3. % of owner-occupied units.	• Nationwide Home Improvement funding • CDBG	• Montgomery County Land Bank • County Corp • Local banks • City of Dayton • Rebuilding Together
Build resident capacity to ensure continuous and energetic leadership.	1. Create welcome packet for new residents. 2. Continue to provide a variety of ways that residents can engage with their neighborhoods, including formal meetings, clean ups, social events, welcome groups, lake maintenance, beautification, etc.	1. # of residents attending events and engaged in leadership.	• COD Mini Grant	• Dayton Neighborhood Corps • University of Dayton
Implement Phase 2 of Lakeside Lake Restoration and develop a sustainable plan for long-term maintenance.	1. Continue placemaking and site enhancements. 2. Research funding options and set up a fund for long-term maintenance of the lake.	1. Final placemaking elements at the Lake have been implemented. 2. Long-term funding plan is in place for maintenance.	• WDDF • Private Philanthropy	• City of Dayton • CityWide Development • AFL-CIO
Improve access to nearby parks from Pineview Neighborhood.	1. Reposition Mallory Park and improve pedestrian access to park from neighborhood. 2. Improve connects between Pineview and McCabe Park.	1. # of residents utilizing parks for recreation.	• Transportation funding	• Montgomery County Land Bank • CityWide Development • City of Dayton

By ..... No. .....

A RESOLUTION

Concurring with the Adoption of the
Pineview Neighborhood Plan 2020.

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the City of Dayton Zoning Code on December 28, 2005, the Greater West Dayton Framework for Strategic Investment on February 25, 2015, the Greater West Dayton Corridor Plan on July 26, 2017, the Renew Miami Chapel Plan on August 22, 2018, and numerous other plans for the greater west Dayton geography; and

WHEREAS, The Pineview Neighborhood Plan 2020 ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents; and,

WHEREAS, The City Plan Board, on July 14, 2020 in Case PLN2020-00207, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Pineview Neighborhood Plan 2020 and in partnership with various organizations, government bodies, residents, and the Pineview Neighborhood Association will use the Plan to guide investments in the Pineview neighborhood.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

BACK

2nd Reading
6523-20

8.

By ..... No. .....

A RESOLUTION

DRAFT

Concurring with the Adoption of the Downtown Streetscape Guidelines and Corridor Plan.

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the Greater Downtown Dayton Plan Priority Recommendations on November 17, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, revision to the Urban Designs Guidelines on January 23, 2013, the Greater Downtown Plan Progress Summary and Updated Recommendations, 2015-2020 on September 16, 2015, the Dayton Transportation Plan 2040 on September 6, 2017, the Dayton Riverfront Plan on October 10, 2018, and other plans for the greater Downtown Dayton geography; and

WHEREAS, The Downtown Streetscape Guidelines and Corridor Plan ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents and serves as the in-depth downtown addendum to the Dayton Transportation Plan 2040; and,

WHEREAS, The City Plan Board, on July 14, 2020 in Case PLN2020-00076, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Downtown Streetscape Guidelines and Corridor Plan and, in partnership with various organizations, government bodies, residents, businesses, and the Downtown Dayton Partnership, will use the Plan as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown's greater core geography.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

July 23, 2020

TO: Rashella Lavender, Clerk of Commission

FROM: Ann Schenking, Secretary
City Plan Board

SUBJECT: Adoption of Downtown Streetscape Guidelines and Corridor Plan on August 5, 2020 City Commission Calendar (Plan Board Case PLN2020-00076)

I am requesting that a resolution be placed on the August 5, 2020 City Commission calendar to adopt the Downtown Streetscape Guidelines and Corridor Plan. A second reading and vote on the resolution will be required at the August 12, 2020 City Commission meeting.

On July 14, 2020 the Plan Board adopted the plan by a 5-0 vote because it is consistent with the City's comprehensive plan (CitiPlan 20/20), reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area. This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography. The Plan Board recommends that the City Commission also adopt the plan.

No City Commission public hearing is required on the plan so a public hearing will not be held. However, Susan Vincent of the Planning Division will make a brief presentation on the plan at the August 5 City Commission meeting.

The Downtown Streetscape Guidelines and Corridor Plan is a set of guidelines and policies that creates a vision for downtown's streetscapes and corridors. It is part of an ongoing strategy for downtown Dayton that focuses on street vibrancy, pedestrian continuity, and place-making.

The City of Dayton will use this plan to support and guide new development. This plan provides guidance for activity and development within Downtown's right-of-ways and will help ensure investments benefit all members of our community by improving streetscapes, providing space for all users, and building a unique sense of place.

The plan is divided into two parts. The first half provides design guidelines for Downtown's streetscape including lighting, signage, green infrastructure, bicycling, etc. The second half provides detailed design recommendations for Downtown's primary corridors with recommendations for street calming, cycling lanes, and how to create a unique sense of place.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, a summary of the plan, and the resolution. A copy of the full plan will also be emailed to the Clerk of Commission and Director of the Commission Office for distribution to the Commission.

If you have any questions, please contact me at ext. 3699 or Tony Kroeger at ext. 3673.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger, Ms. Vincent

City of Dayton
City Plan Board

Summary Minute Record
July 14, 2020

6. PLN2020-00076 – Plan Review and Approval – Downtown Streetscape Guidelines and Corridor Plan

Applicant: Mr. Todd Kinskey, Director
City of Dayton
Department of Planning and Community Development
101 West Third Street
Dayton, OH 45402

Priority Land Use Board: Downtown Planning District: Downtown & Webster Station
Decision: Adopted; To City Commission for Adoption

Staff comments
Susan Vincent presented the staff report along with Scott Murphy, Downtown Dayton Partnership, 10 West Second Street, Dayton, OH. The Downtown Streetscape Guidelines and Corridor Plan is a set of guidelines and policies that creates a vision for downtown's streetscapes and corridors. It is part of an ongoing strategy for downtown Dayton that focuses on street vibrancy, pedestrian continuity, and place-making and will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown's greater core geography.

The City of Dayton will use this Plan to support and guide new development. This Plan provides guidance for activity and development within Downtown's right-of-ways and will help ensure investments benefit all members of our community by improving streetscapes, providing space for all users, and building a unique sense of place.

The Plan is divided into two parts. The first half provides design guidelines for Downtown's streetscape including lighting, signage, green infrastructure, bicycling, etc. The second half provides detailed design recommendations for Downtown's primary corridors with recommendations for street calming, cycling lanes, and how to create a unique sense of place.

Public Comments
The Downtown Priority Land Use Board voted to unanimously approve the Plan. The Water Department contributed to the development of the streetscape guidelines portion of the plan and submitted a memo in support of the Plan's adoption.

Board Discussion
The Plan Board discussed the case. Mr. Sauer asked a question about the planning area and if there is value in defining a consistent downtown boundary that would be reflected in all city plans. Mr. Sauer also raised an interest in utilizing this Plan to help the Plan Board guide future downtown development projects and requested a work session to explore opportunities for greater Plan Board oversight of downtown projects. Mr. Kinskey said staff would set up a work session to further discuss these ideas. Mr. Scott noted an appreciation for the work that went into the development of the Plan

Board Action
A motion was made by Mr. Bradley, seconded by Mr. Sauer and carried to adopt the plan and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area.

This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography. The plan will also go to the City Commission for adoption.
Minutes approved by the City Plan Board on August 11, 2020.

		Mr. Paul Bradley	Yes
Mr. Richard Wright	Present; did not vote	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on August 11, 2020.

Tony Kroeger, Secretary
City Plan Board

CITY PLAN BOARD REPORT

Case# PLN2020-00076
Downtown Streetscape Guidelines and Corridor Plan

July 14, 2020

BACKGROUND:

Applicant
Todd Kinskey, Director
Department of Planning and Community Engagement
City of Dayton
101 West Third Street
Dayton, OH 45402

REQUEST/DESCRIPTION:

Request for the City Plan Board to review and adopt the *Downtown Streetscape Guidelines and Corridor Plan* ("Plan") sent it on to City Commission for adoption.

The Plan is a set of guidelines and policies that creates a vision for downtown's streetscapes and corridors. It is part of an ongoing strategy for downtown Dayton that focuses on street vibrancy, pedestrian continuity, and place-making. With a focus on primary transportation corridors and gateways, the Plan provides examples of and guidelines for specific types of infrastructure (lighting, stormwater management, cycling, etc), signage design, and parking locations.

Now more than ever, Downtown Dayton needs a plan to support and guide new development. As COVID-19 continues to devastate our communities, the City should implement and institute policies and guidelines that will support our recovery. This Plan provides guidance for activity and development within Downtown's right-of-ways and will help ensure investments benefit all members of our community by improving streetscapes, providing space for all users, and building a unique sense of place.

Since the City Plan Board's work session on March 10, 2020, the Plan's sections on green infrastructure, tree canopy, and alleys were updated. Additional research, meetings, and discussions were held to improve the clarity of the guidelines. The City's Water Department and Arborists helped form and guide the sections on stormwater infrastructure and on our downtown tree canopy.

When Dayton was developed, our downtown was built with expansive streets. Our public right-of-way (including the street and sidewalk) is often 100' wide or wider. As our economy changes, our traffic changes, and Dayton does not require four and five lane one-way streets to move thousands of vehicles through the city. The extra capacity on our streets is an opportunity.

Many communities across the nation have employed traffic-calming and place-making strategies to encourage people to spend time downtown. New bike lanes, on street parking, and improved pedestrian environments make residents, employees, visitors, and new businesses want to locate within the urban core. The Plan provides a vision for Dayton to maximize our streetscapes, beautify our corridors, and continue our economic growth.

This Plan builds on the City's Pedestrian Oriented Design standards (2006), Livable Streets Policy (2010), Urban Design Guidelines (2013), Transportation Plan 2040 (2017), and the Riverfront Plan (2018). Partners will continue to build on this body of work in the coming year as they finalize a block by block development analysis and visioning document to be shared with downtown developers. The Plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown's greater core geography.

Multiple agencies were engaged in the development of the Plan including City of Dayton Departments of Planning and Community Development, Public Works, Economic Development, and Water; Downtown Dayton Partnership; CityWide Development; Greater Dayton RTA; Sinclair College; Bike Miami Valley; Five Rivers MetroParks; and multiple downtown developers and property owners.

AGENCIES AND GROUPS CONTACTED THROUGHOUT THE PLANNING PROCESS:
Stakeholders and neighborhood leaders including:
Downtown Priority Land Use Board
Downtown Dayton Partnership
Greater Dayton Regional Transit Authority
Bike Miami Valley
CityWide
Miami Valley Regional Planning Commission
Five Rivers MetroParks

ALTERNATIVES:
The Plan Board may choose to:

1. Adopt the plan and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area. This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography.

2. Adopt the plan with modifications and/or conditions and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area. This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography.

3. Not adopt the plan because it is not consistent with the City's comprehensive plan, CitiPlan 20/20, nor does it reflect and support the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area.

FUTURE ACTIONS:
Adoption by City Commission

Prepared by: Susan Vincent

ATTACHMENTS:
Map of Corridors, Districts, and Gateways
Letter of Support – Water Department

July 13, 2020

RE: Downtown Streetscape Guidelines and Corridor Plan

The Downtown Landuse Priority Board met on July 13, 2020 to hear the presentation of the proposed Downtown Streetscape Guidelines and Corridor Plan. Scott Murphy of the DDP presented the plan.

The Board discussed the plan, asked some questions and made a few comments/suggestions. The Board liked the level of detail and felt positive about the Plan. Based on those discussions, the Downtown Landuse Priority Board, in a unanimous vote, supported the Downtown Streetscape Guidelines and Corridor Plan.

Sincerely,

Michael Martin

Michael Martin, Chairperson

Downtown Landuse Priority Board

MEMORANDUM | DAYTON

July 2, 2020

TO: Ann Schenking
Department of Planning
City of Dayton Plan Board Secretary

FROM: Michele Simmons, Manager
Division of Environmental Management
Department of Water

SUBJECT: Downtown Streetscape Guidelines and Corridor Plan

The Department of Water, Division of Environmental Management (DEM) would like to express support for the Downtown Streetscape Guidelines and Corridor Plan. This plan has been collaboratively created and revised by the Downtown Dayton Partnership, CityWide, Department of Planning, and Department of Water. Among other aspects, the plan details guidelines for downtown streetscapes including street trees, planting beds, and green stormwater infrastructure. With input and assistance from DEM staff, these guidelines outline best practices related to urban stormwater management and outline a more sustainable vision for our downtown streets.

The Division of Environmental Management supports the approval of this plan by the City of Dayton Plan Board members and adoption of the plan by the City of Dayton Commission.

For questions regarding the stormwater-related sections of the plan, please contact Katie Norris.

APPROVED:

Michael Powell, Director
Department of Water

c: T. Kinskey, A. Schenking, T. Kroeger, S. Vincent, CMO, Commission Office, K. Norris

YOUR CITY. GREATER DOWNTOWN DAYTON PLAN YOUR PLAN.

DOWNTOWN STREETSCAPE GUIDELINES & CORRIDOR PLAN

THE ECONOMICS OF WALKABILITY

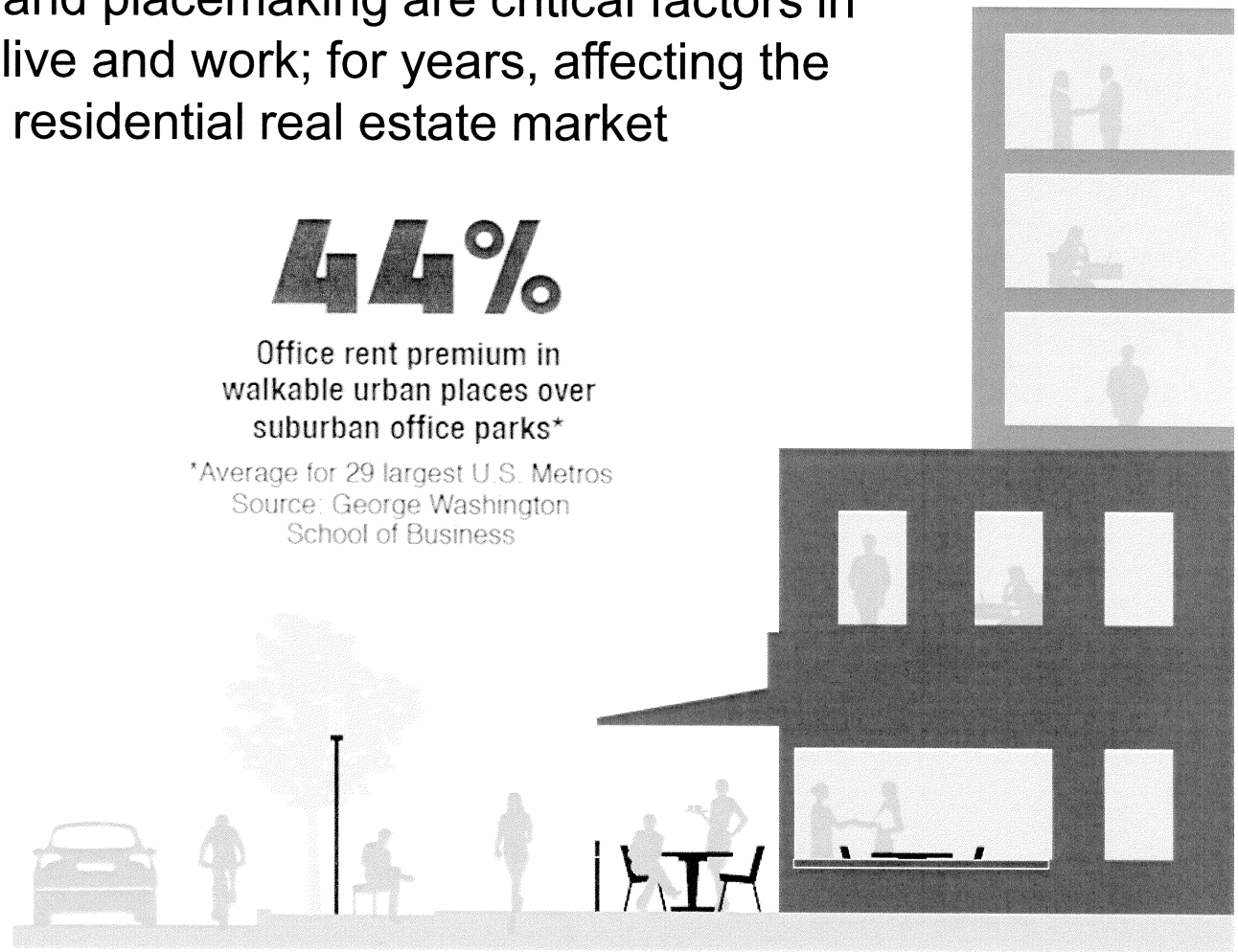
CONNECTIVITY, WALKABILITY, & REAL ESTATE

Walkability, connectivity, and placemaking are critical factors in where people choose to live and work; for years, affecting the national commercial and residential real estate market

44%

Office rent premium in walkable urban places over suburban office parks*

*Average for 29 largest U.S. Metros
Source: George Washington School of Business



STREETSCAPE GUIDELINES & CORRIDOR PLAN

WHAT IS THIS PLAN?

- A set of guidelines, plans, and policies to set the vision for downtown's streetscapes and corridors; lay the foundation for stronger place-based development over the next 15 years

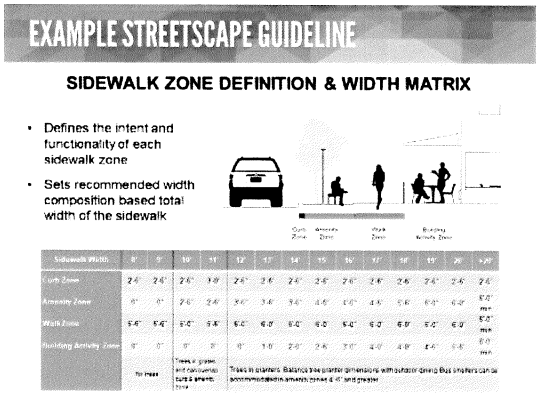
WHY NOW?

- Part of an ongoing live, learn, work, play, create strategy for downtown Dayton
- Street vibrancy, pedestrian continuity, and sense of place drive economic activity
- Significant downtown market momentum
- Upcoming development and infrastructure projects and the need to elevate the vibrancy of our streetscapes

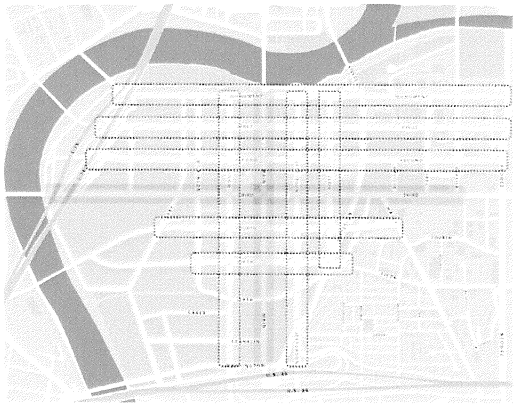
TWO PARTS OF THE PLAN

Streetscape Design Guidelines

Pedestrian Continuity
Sidewalk Zones
Lighting
Tree Canopy
Planting Beds
Tree Lawns
Green Infrastructure
Outdoor Dining
Bicycling Infrastructure
Signage & Wayfinding
Downtown Gateways
Storefront Signage
Downtown Parking
Parking Lot Setback Guidelines



Detailed Corridor / Transportation Design



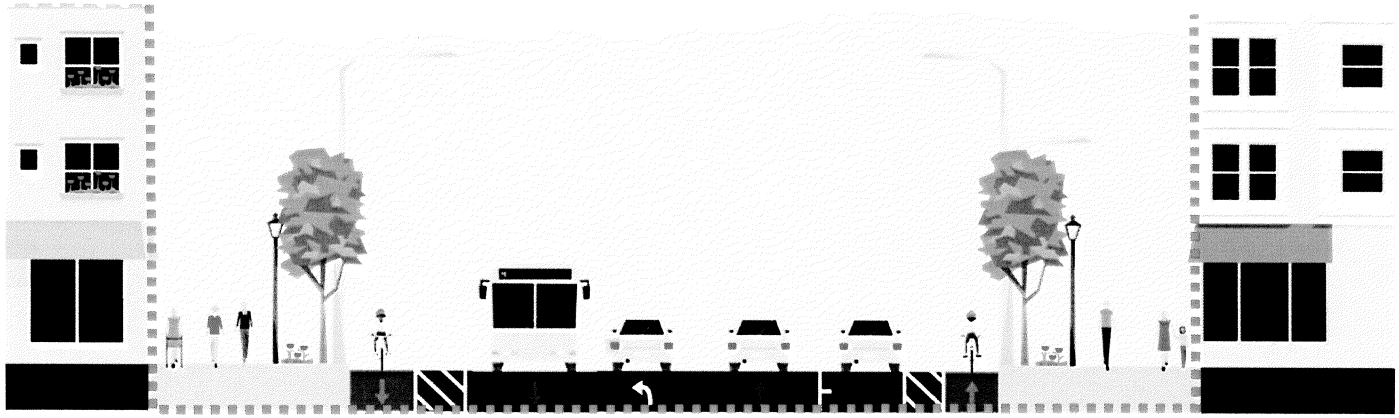
Detailed corridor planning and design includes: Main, Third, Ludlow, Jefferson, Monument, First, Second, Fourth, Fifth, and St. Clair streets

GEOGRAPHIC IMPACT OF THIS PLAN

SCALES OF DESIGN AND PLACEMAKING:

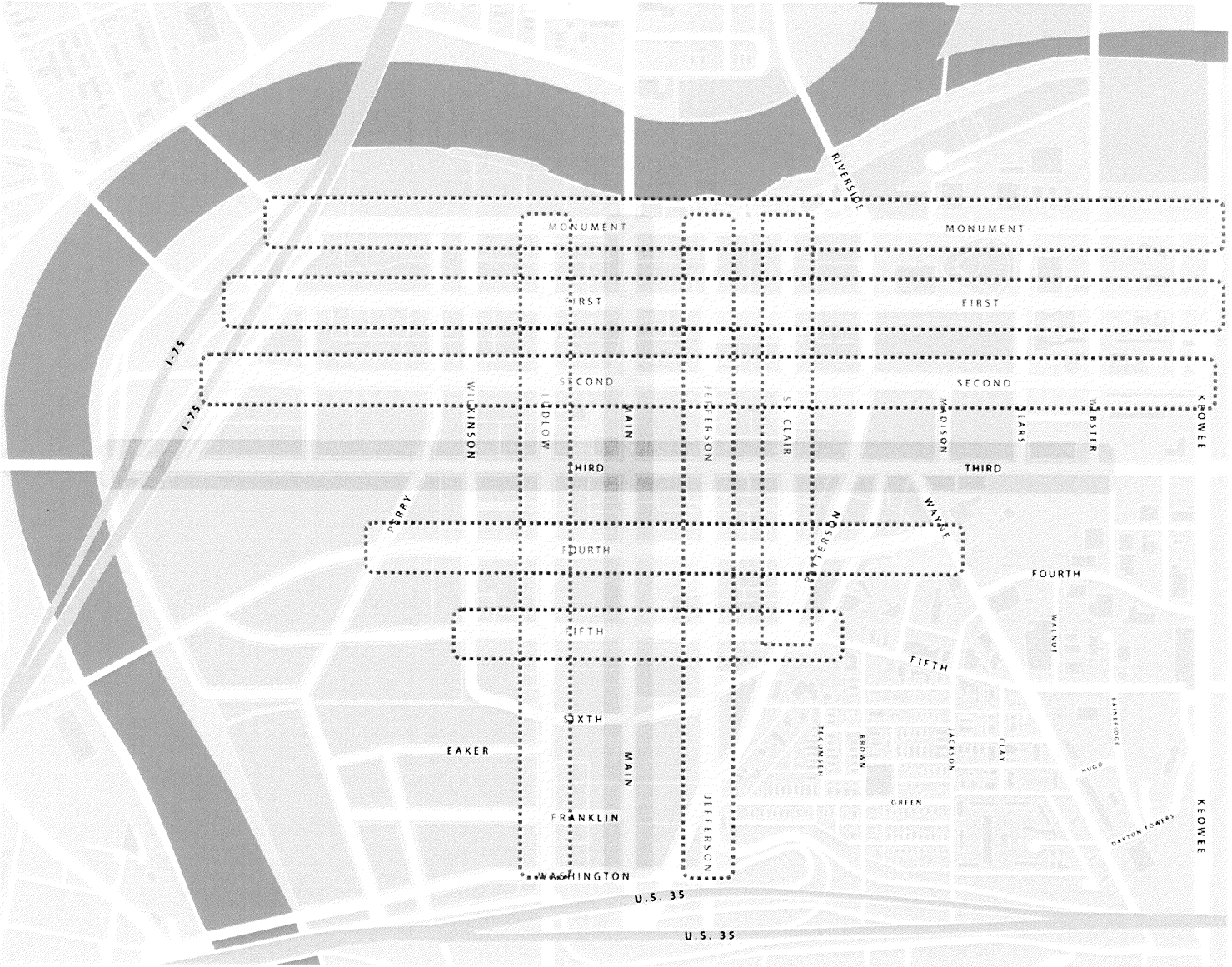
- **Corridors:** linear connections along the street grid linked by a shared sense of place
- **Districts:** geographic zones that share commonality of place and reinforce the public's understanding of downtown
- **Gateways:** the entry points to downtown that communicate a sense of arrival
- **The Public Realm:** downtown's first floor, which spans private property, sidewalks, roadways, and other elements that make up the city's living room
- **Curb to Building Face:** a subset of the Public Realm, but the most critical zone for creating a sense of place

The Downtown Core

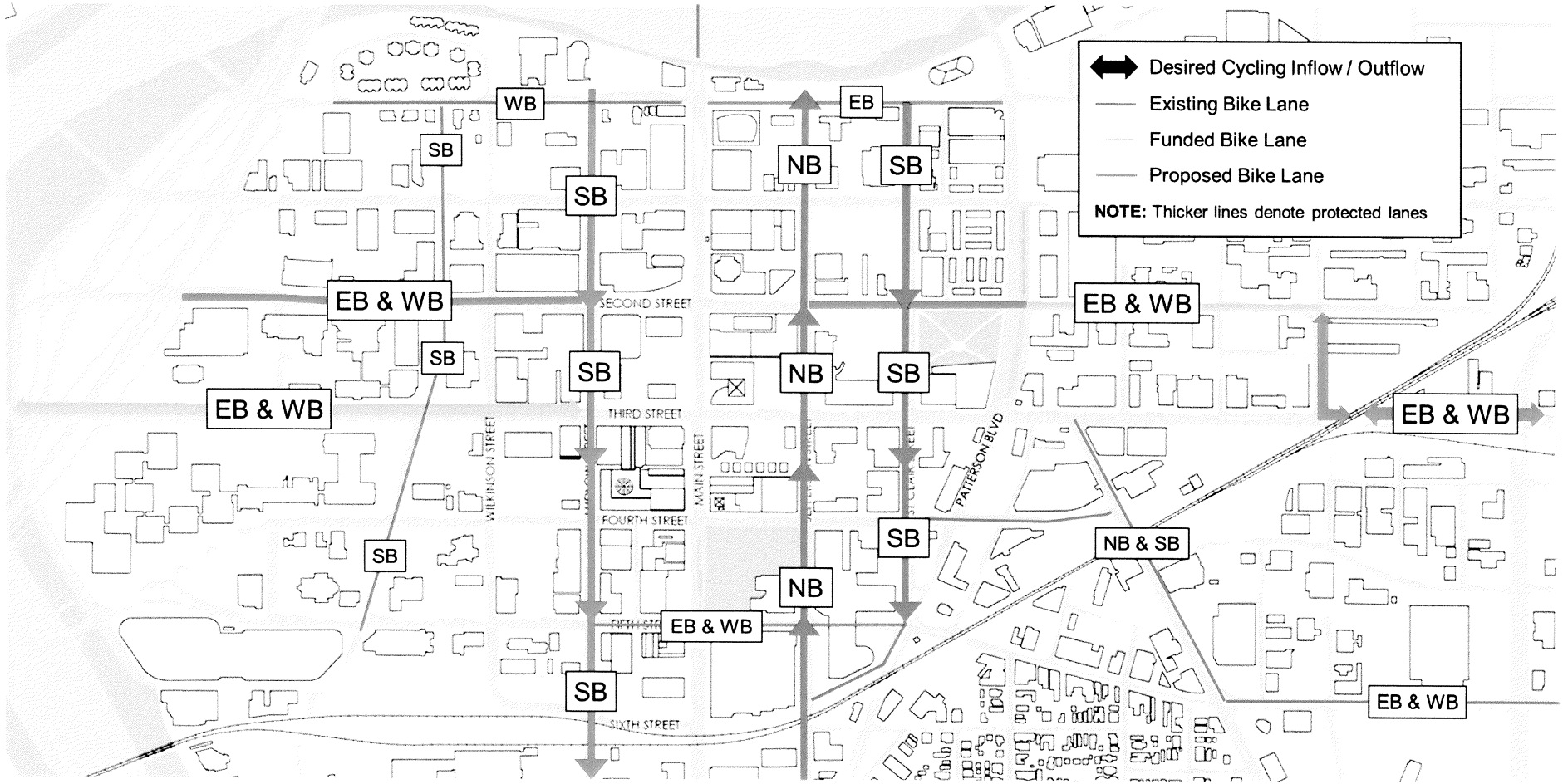


The Public Realm

DETAILED CORRIDOR DESIGN



CREATING A CYCLING NETWORK



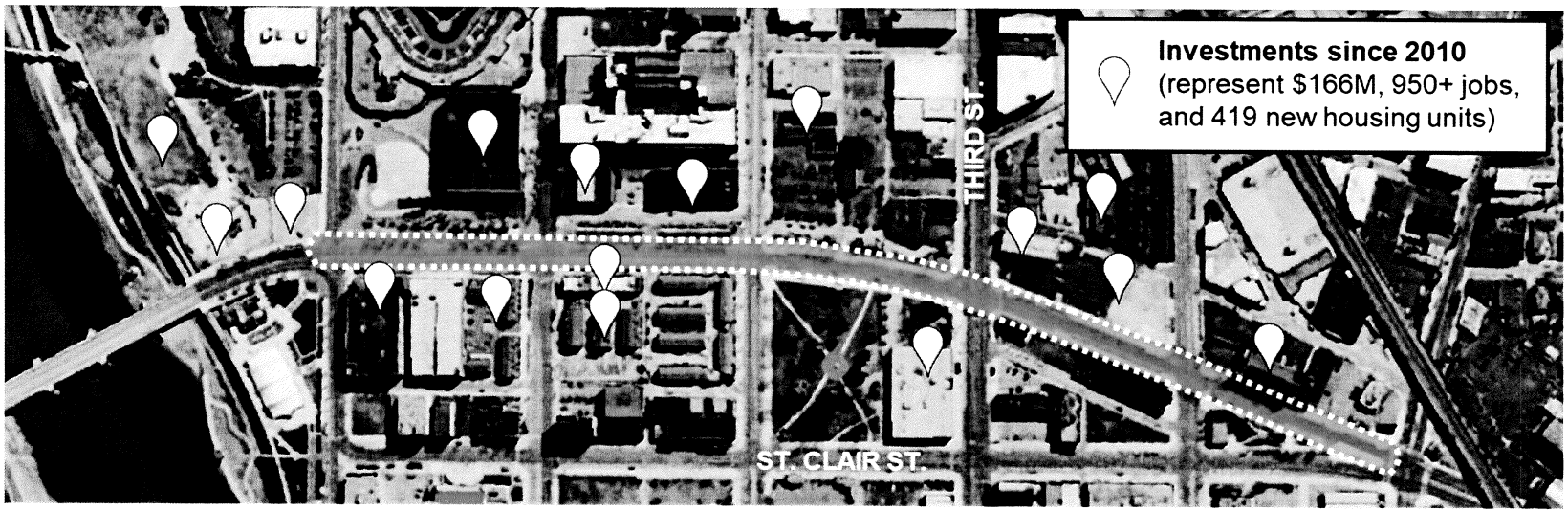
THE BIG IDEAS FROM THIS PLAN

- A consistent (but still flexible) set of place-making design guidelines to elevate the aesthetic of downtown's public realm and drive street-level vibrancy
- A place-based corridor plan that recommends new infrastructure investments and leverages projects already in the pipeline to better connect the downtown
- Calmer, safer, and more walkable streets; slower vehicular traffic
- Continued conversion of some one-way streets back to two-way traffic
- A connected, safe, and user-friendly bicycling network
- Conversion of a significant portion of roadway into other uses: more than **three acres of new protected bike lanes**, addition of almost an **acre of new on-street parking**

WHEN WE GET IT RIGHT

PATTERSON BOULEVARD

- $4 million invested over 15 years (completed in 2013)
- Helped catalyze more than $166 million in mixed-use development and other private sector investment along Patterson Boulevard and adjacent properties
- 41:1 return on investment
- Another $100+ million in pipeline



STREETSCAPE & CORRIDOR PLAN EXAMPLES

EXAMPLE STREETSCAPE GUIDELINE

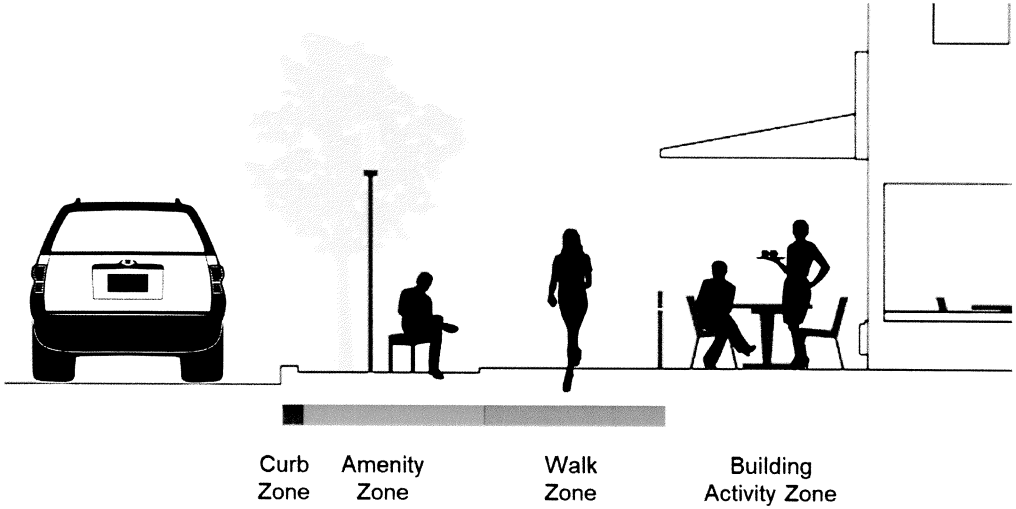
DESIGNING FOR PEDESTRIAN CONTINUITY

- Build to the sidewalk / street-wall-line
- Build to the intersection corner
- Make building fronts permeable, accessible, and visually connected
- No surface parking lots or “moats” in front of buildings

EXAMPLE STREETSCAPE GUIDELINE

SIDEWALK ZONE DEFINITION & WIDTH MATRIX

- Defines the intent and functionality of each sidewalk zone
- Sets recommended width composition based total width of the sidewalk



Sidewalk Width	8'	9'	10'	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	>20'
Curb Zone	2'-6"	2'-6"	2'-6"	3'-0"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"
Amenity Zone	0"	0"	2'-6"	2'-6"	3'-6"	3'-6"	3'-6"	4'-6"	4'-6"	4'-6"	5'-6"	6'-0"	6'-0"	6'-0" min
Walk Zone	5'-6"	6'-6"	5'-0"	5'-6"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0" min
Building Activity Zone	0"	0"	0"	0"	0"	1'-0"	2'-0"	2'-6"	3'-0"	4'-0"	4'-0"	4'-6"	5'-6"	8'-0" min
	No trees		Trees in grates and can overlap curb & amenity zone		Trees in planters. Balance tree planter dimensions with outdoor dining. Bus shelters can be accommodated in amenity zones 4'-6" and greater									

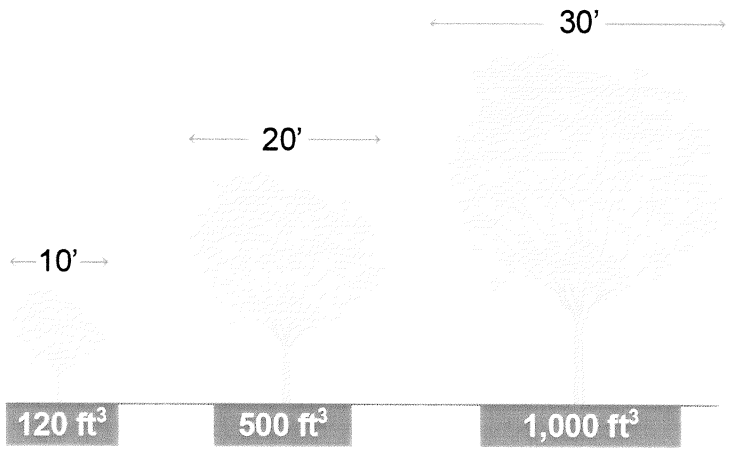
EXAMPLE STREETSCAPE GUIDELINE

TREE CANOPY DESIGN

A robust tree canopy adds comfort to the urban environment and contributes to the overall walkability and health of our downtown:

- The vision is for canopies to rise and spread above storefronts to keep signage visible while providing ample shade to pedestrians
- Achieving this vision requires thoughtful tree selection, intentional placement and soil volume, and the pruning of low branches as they grow and age
- Important Design Considerations:
  - Select large canopied trees tolerant of urban conditions
  - Plant in curbed or protected beds and tree lawns to keep soil uncompacted, aerated, and avoid drowning of root systems
  - Coordinated species of trees can provide continuity of design

Recommended Soil Volumes



EXAMPLE STREETSCAPE GUIDELINE

CYCLING INFRASTRUCTURE HIERARCHY

- The goal is to create dedicated cycling corridors to enable cyclists of all skill levels to get around downtown safely and comfortably
- Based on the available right-of-way and a balance with other travel modes (pedestrian and vehicular traffic) and public realm functions, cycling infrastructure design preference should be given according the following hierarchy

Separated & Protected Bicycle Lane

Separated & Protected Cycle Track

Buffered Bicycle Lane

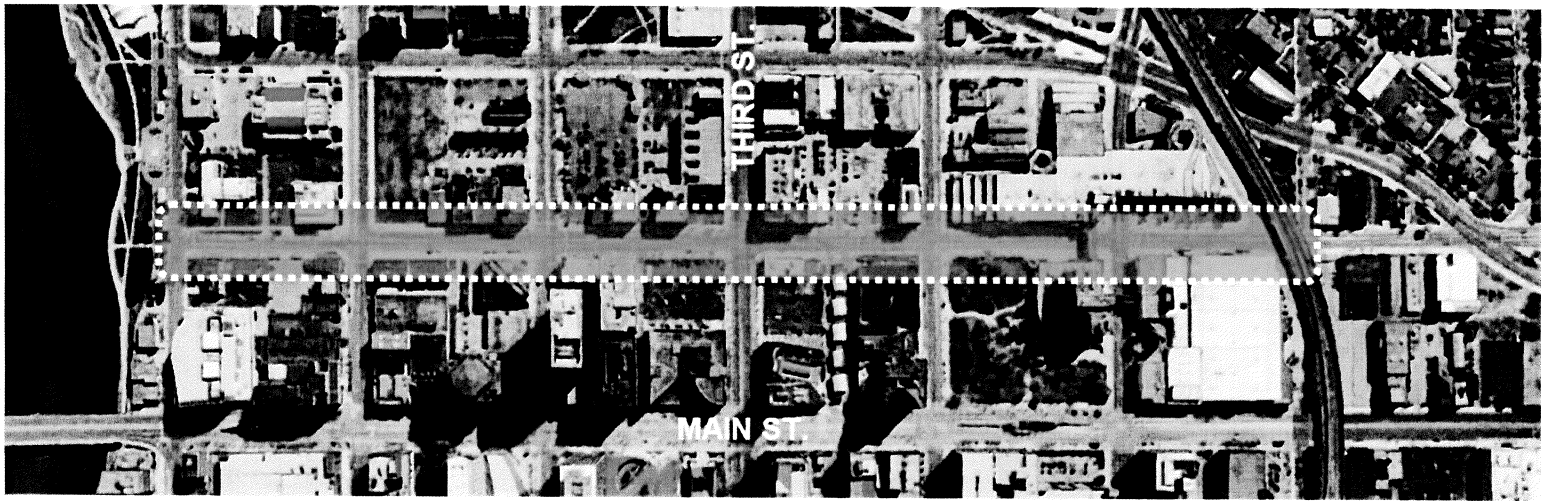
Standard Bicycle Lane

Bicycle Sharrow

Greater cyclist comfort and higher likelihood of usage

EXAMPLE CORRIDOR DESIGN

JEFFERSON STREET CORRIDOR



DEVELOPMENT CONTEXT

Corridor Definition: Sixth St. to Monument Ave.

Traffic Capacity: 5,550 annual average daily traffic count (2016) compared to capacity for more than 20,000

Current Assets: Levitt Pavilion, Dayton Convention Center, RiverScape, CareSource

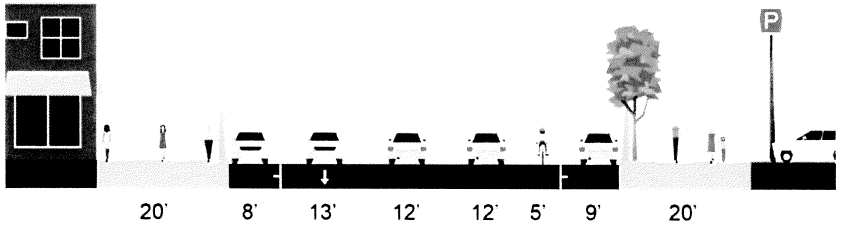
Pipeline Development Projects: Fire Blocks, Stratacache Tower

Potential Future Development: Several parking lot infill and adaptive reuse opportunities on both sides of Jefferson, continued activation of Oregon District garage

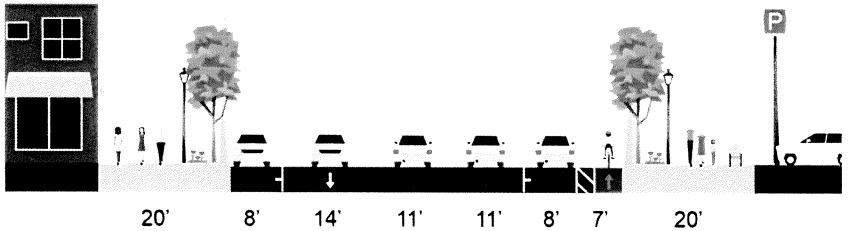
EXAMPLE CORRIDOR DESIGN

JEFFERSON STREET CORRIDOR: WRIGHT STOP PLAZA BLOCK

EXISTING



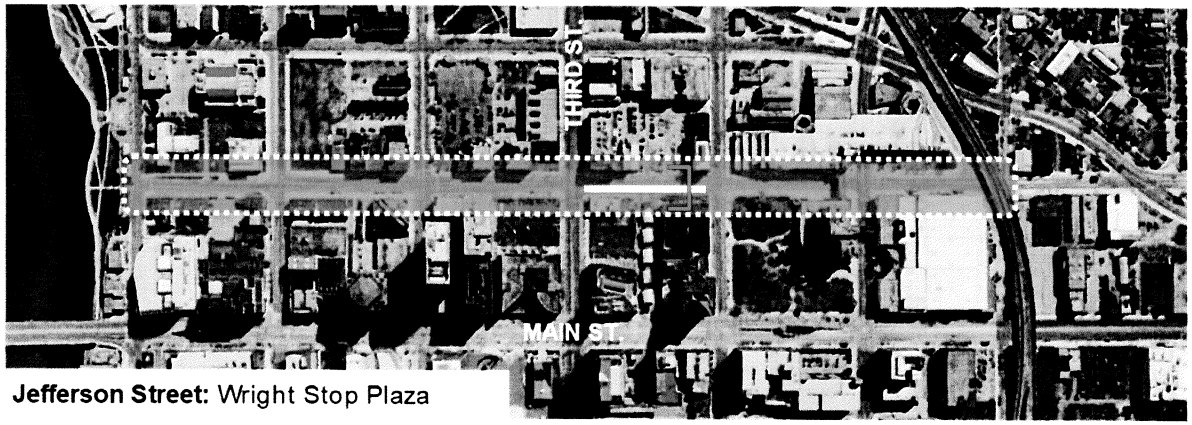
PROPOSED



	JEFFERSON DESIGN CONSIDERATIONS
FUNCTION & CONNECTIVITY	• RTA routes to Third St. and Monument • NB gateway from the south suburbs and Route 35 • NB bike route for cyclists from Brown / Warren and UD; also cyclists going to the CBD and RiverScape / bike trail from the Oregon District • Could serve as major pedestrian artery between Levitt, Fire Blocks, and RiverScape, and Oregon District to the downtown core
SENSE OF PLACE	• Currently sterile-looking, very wide, and car dominant; needs beautification / color, traffic calming, and pedestrian-friendly elements • Significant development potential for restaurants and retail on Jefferson; could become a continuous storefront corridor from Levitt to RiverScape

HIGHLIGHTS:

- Smaller lanes
- Upgrade to protected bike lane
- More street trees
- Pedestrian lighting
- Planting beds



Jefferson Street: Wright Stop Plaza

WHO HAS BEEN INVOLVED?

PLAN STEERING COMMITTEE

- Multiple City of Dayton staff:
  - Public Works
  - Planning & Community Development
  - Economic Development
  - Water Department
- CityWide Development
- Downtown Dayton Partnership

PARTNER / STAKEHOLDER ENGAGEMENT

- Greater Dayton RTA
- Five Rivers MetroParks
- Sinclair College
- Bike Miami Valley
- DDP Executive Board
- Multiple developers and property owners
- Several others for signage & wayfinding

THANK YOU! (AND QUESTIONS?)

By ..... No. .....

A RESOLUTION

Concurring with the Adoption of the
Downtown Streetscape Guidelines and
Corridor Plan.

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the Greater Downtown Dayton Plan Priority Recommendations on November 17, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, revision to the Urban Designs Guidelines on January 23, 2013, the Greater Downtown Plan Progress Summary and Updated Recommendations, 2015-2020 on September 16, 2015, the Dayton Transportation Plan 2040 on September 6, 2017, the Dayton Riverfront Plan on October 10, 2018, and other plans for the greater Downtown Dayton geography; and

WHEREAS, The Downtown Streetscape Guidelines and Corridor Plan ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents and serves as the in-depth downtown addendum to the Dayton Transportation Plan 2040; and,

WHEREAS, The City Plan Board, on July 14, 2020 in Case PLN2020-00076, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Downtown Streetscape Guidelines and Corridor Plan and, in partnership with various organizations, government bodies, residents, businesses, and the Downtown Dayton Partnership, will use the Plan as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown's greater core geography.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

BACK