CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **SEPTEMBER 9, 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: **Development Update– (S. Dickstein)**
    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>AVIATION</u>

A1. Potters Industries, Inc. (free flow drop-on glass beads as needed through 12-31-20) **$6,000.00**

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

LAW

B1. Frost Brown Todd LLC (professional legal services as needed through 12-31-20) **$33,000.00**

POLICE

C1. Action Target, Inc. (parts, repairs, and annual maintenance for indoor/outdoor ranges as needed through 12-31-20) **4,216.00**

C2. Motorola Solutions, Inc. (Motorola brand radios) **20,652.92**

PUBLIC WORKS

D1. B & G Equipment & Truck Repair (body shop repair services for heavy equipment as needed through 12-31-21) **50,000.00**

D2. Ohio Cat (Caterpillar brand parts, supplies and repair services as needed through 12-31-20) **20,000.00**

D3. Reliable Transmission Service Midwest, Inc. (parts, supplies and labor to repair heavy equipment transmissions as needed through 12-31-20) **20,000.00**

D4. Truck Country of Indiana, Inc. dba Stoops Freightliner (Freightliner and Autocar brand parts and repair services as needed through 12-31-20) **90,000.00**

D5. Cargill, Inc., Salt Road Safety (rock salt as needed through 12-31-21) **600,000.00**

WATER

E1. DXP Enterprises, Inc. (Vertiflo 720 Duplex Pump and Control System) **89,192.00**

E2. Middletown Ford, Inc. (one cargo van) **33,392.00**

-Depts. of Aviation, Law, Police, Public Works, and Water.

Total: $966,452.92

C. Revenue to the City:

2. **PSA Airlines – Other –** first amendment to Maintenance Facility and Hangar Lease – Dept. of Aviation/AP Admin. & Finance. **$87,733.50**
(Thru 01/31/37)

E. Other – Contributions, Etc.:

3. **Alcohol, Drug Addiction & Mental Health Services – Other –** for a Memorandum of Understanding for Specialized Docket Payroll Subsidy – The Municipal Court/Court Administrator. **$50,000.00**
(Thru 06/30/21)

VI. MISCELLANEOUS:

ORDINANCE NO. 31831-20

RESOLUTION NO. 6530-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 980-20

City Manager's Report

From **2730 – PMB/Procurement**

Date September 9, 2020

Expense Type Purchase Order

Total Amount $966,452.92

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

2020 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

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

Description

AVIATION

(A1) PC200134 – POTTERS INDUSTRIES, INC., PARSIPPANY, NJ

- Free flow drop-on glass beads as needed through 12/31/2020.
- These goods are required for runways and road striping at Department of Aviation facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18022D with pricing through 12/31/2020.
- This amendment increases the previously authorized amount of $10,000.00 by $6,000.00 for a total not to exceed $16,000.00 and therefore requires City Commission approval.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	51000-3221-1301-43	$6,000.00

Signatures/Approval

Melissa A. Wilson 8-31-2020
Division

Diane L. Pharum 8.31.2020
Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

LAW

(B1) P0200485 – FROST BROWN TODD LLC, CINCINNATI, OH

- Professional legal services as needed through 12/31/2020.
- These services are required to provide legal consultation and representation on behalf of the City.
- The law firm of Frost Brown Todd LLC is recommended based upon proven past performance and subject matter expertise; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $10,000.00 by $33,000.00 for a total not to exceed $43,000.00 and therefore requires City Commission approval.
- The Department of Law recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Legal Services	10000-5200-1152-63	$33,000.00

POLICE

(C1) P0200854 – ACTION TARGET, INC., PROVO, UT

- Parts, repairs, and annual maintenance for indoor and outdoor ranges as needed through 12/31/2020.
- These goods and services are required to service and repair indoor and outdoor ranges at the Academy.
- Action Target, Inc. is the current maintenance provider for the Academy ranges; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $7,000.00 by $4,216.00 for a total not to exceed $11,216.00 and therefore requires City Commission approval.
- 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	$4,216.00

(C2) P0201061 – MOTOROLA SOLUTIONS, INC., SCHAUMBURG, IL

- Motorola brand radios.
- These goods are required to be utilized for law enforcement operations by Dayton participants on the Safe Streets Task Force, an FBI supported project.
- Rates are in accordance with the State of Ohio Term Schedule Contract #573077-0.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	16122-6210-1411-71	$20,652.92

PUBLIC WORKS – FLEET MANAGEMENT

(D1) P0200196 – B & G EQUIPMENT & TRUCK REPAIR, MORAINE, OH

- Body shop repair services for heavy equipment as needed through 12/31/2020.
- These services are required to maintain the City's fleet.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20013D with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of $50,000.00 by $50,000.00 for a total not to exceed $100,000.00 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	Other Equipment Maintenance	61000-6470-1167-99	$50,000.00

(D2) P0200063 – OHIO CAT, TROY, OH

- Caterpillar brand parts, supplies and repair services as needed through 12/31/2020.
- These goods and services are required to maintain the City's Caterpillar brand equipment.
- Ohio CAT is recommended as the Original Equipment Manufacturer; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $40,000.00 by $20,000.00 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	$20,000.00

(D3) P0200246 – RELIABLE TRANSMISSION SERVICE MIDWEST, INC., DAYTON, OH

- Parts, supplies and labor to repair heavy equipment transmissions as needed through 12/31/2020.
- These goods and services are required to maintain the City's fleet equipment.
- Reliable Transmission Service Midwest, Inc. is an authorized regional dealer for Allison brand transmissions with the capability to service heavy equipment; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $30,000.00 by $20,000.00 for a total not to exceed $50,000.00 and therefore requires City Commission approval.
- Reliable Transmission Service Midwest, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	61000-6470-1167-99	$20,000.00

PUBLIC WORKS – FLEET MANAGEMENT (CONTINUED)

(D4) P0200535 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- Freightliner and Autocar brand parts and repair services as needed through 12/31/2020.
- These goods and services are required to maintain and repair City-owned vehicles.
- Truck Country of Indiana, Inc. dba Stoops Freightliner is recommended as the authorized distributor; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $210,000.00 by $90,000.00 for a total not to exceed $300,000.00 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	Other Equipment Maintenance	61000-6470-1167-99	$50,000.00
2020	Inventory	61000-6470-1350-99	$40,000.00

PUBLIC WORKS – STREET MAINTENANCE

(D5) P0201062 – CARGILL, INC., SALT ROAD SAFETY, NORTH OLMSTED, OH

- Rock salt as needed through 12/31/2020.
- These goods are required to deice City streets and expressways during inclement weather.
- Rates are in accordance with the price agreement established by the Southwest Ohio Purchasers for Government (SWOP4G) Purchasing Cooperative Bid #20-009SWOP4G with pricing through 7/31/2022.
- The Department of Public Works requests additional authority of $300,000.00 through 12/31/2021.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	21000-6430-1301-54	$300,000.00
2021	Supplies and Materials	21000-6430-1301-54	$300,000.00

BACK

WATER – WATER RECLAMATION

(E1) P0201064 – DXP ENTERPRISES, INC., CINCINNATI, OH

- Vertiflo 720 Duplex Pump and Control System.
- These goods are required for the removal of ground water and wastewater from process equipment in order to protect process equipment located in the basements of pump stations.
- Six (6) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 20035S with firm pricing through 11/12/2020.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	55000-3460-1411-54	$89,192.00

WATER – WATER UTILITY FIELD OPERATIONS

(E2) P0201063 – MIDDLETOWN FORD, INC., MIDDLETOWN, OH

- One (1) 2020 cargo van.
- This vehicle is required to support the daily operations of the Division and will replace Unit #2027 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio Term Schedule Contract #RS900720 and Index #GDC104.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	55000-3445-1412-54	$33,392.00

The aforementioned departments recommend approval of this order.

BACK

2.

City Manager's Report

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

Date **September 9, 2020**

Expense Type **Other, (See Description Below)**

Supplier, Vendor, Company, Individual

Total Amount **$87,733.50 thru 1/31/2037**

Name **PSA Airlines**

Address **3400 Terminal Dr.**
Vandalia, OH 45377

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3214-23203-43	$87,733.50

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

Description

First Amendment to Maintenance Facility and Hangar Lease

PSA Airlines requested the City defer its rental payments for its maintenance hangars for one year to help the airline weather the current disruptions to its business caused by the COVID-19 pandemic.

Therefore, the Department of Aviation requests approval for an amendment to the Lease Agreement executed on January 14, 2016 with PSA Airlines to defer rent payments and extend the term of the lease each for twelve (12) months. Payments, totaling $586,688.00, will be deferred from September 2020 to August 2021, and resume in September of 2021. The term of the lease will be extended from January of 2036 to January of 2037.

As a result of the deferral and the extension of the term, the Department of Aviation will collect an additional $87,733.50 in revenue by shifting lease payments to a period with a higher lease rate. The original planned total 20-year lease payments is amended from $12,393,440.00 to $12,481,173.50.

The amendment to the Lease Agreement has been reviewed by the Department of Law as to form and correctness.

A Certificate of Revenue and a copy of the amendment to the lease agreement are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3214 Revenue 23203 Program 43

Contract Information: Contract Start Date TBD Contract Expiration Date 1/31/2037

Billing Information: Rate: $772.50 Arrears Pre-bill X

Monthly (1st month of billing) September, 2021

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date 2/1/2026 Rate Change Amount $795.67

Description of Services (wording on invoice):

Project B – Ground Lease for PSA Maintenance Hangar. 12-month rent deferral until 9/1/2021-1/1/2026: $772.50 monthly; 2/1/2026-2/1/2031: $795.67 monthly; 2/1/2031-1/1/2037: $819.50 monthly.

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-2555-1 Auditor Date 9/2/2020

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

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3214 Revenue 23203 Program 43

Contract Information: Contract Start Date 9/1/2021 Contract Expiration Date 1/31/2037

Billing Information: Rate: $49,290 Arrears Pre-bill X

Monthly (1st month of billing) September, 2021

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date 2/1/2026 Rate Change Amount $52,247.42

Description of Services (wording on invoice):

Project A – Building Lease for PSA Maintenance Hangar.

9/1/2021-1/1/2026: $49,290.00 monthly; 2/1/2026-2/1/2031: $52,247.42 monthly; 2/1/2031-1/1/2037: $55,382.25 monthly.

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-2555 Auditor Latonna Jones Date 9/7/2020

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 Boyd C. Thu Lashea Colton

MEMORANDUM | DAYTON

September 2, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert B. Turner, Director
Department of Aviation

SUBJECT: FIRST AMENDMENT TO LOAN AGREEMENT

The Department of Aviation requests City Commission and City Manager action on the attached documents for PSA Airlines, Inc.'s ("PSA") Maintenance Hangar Lease and the related JobsOhio loan Agreement.

PSA, which is headquartered at Dayton International Airport, requested the City defer its rental payments for its maintenance hangars for one year from September 2020 to August 2021 to help the airline weather the current disruptions to its business caused by the COVID-19 pandemic.

Therefore, the Department of Aviation is requesting City Commission approval for an amendment to the Lease Agreement executed on January 14, 2016, with PSA to defer rent payments and extend the term of the lease each for twelve (12) months. Payments, totaling $586,688.00, will be deferred from September 2020 to August 2021, and resume in September of 2021. The term of the lease will be extended from January of 2036 to January of 2037. As a result of the deferral and the extension of the term, the Department of Aviation will collect an additional $87,733.50 in revenue by shifting lease payments to a period with a higher lease rate. The original planned total 20-year lease payments is amended from $12,393,440.00 to $12,481,173.50. Attached to this memo is an amendment to the lease agreement with PSA, Certificates of Revenue, as well as a City Manager's Report requesting the proposed Commission approval.

On March 18, 2016, the City of Dayton entered into a loan agreement with JobsOhio for $5,000,000.00 (five million dollars) to aid in the funding for the construction of the maintenance hangar for PSA. To assist the City and PSA, JobsOhio has agreed to defer the City's loan payments for total Principal and Interest of $310,684.92 and extend the loan maturity interest-free from September 2020 until August 2021.

I have also attached for your signature the First Amendment to the Loan Agreement with JobsOhio, which will memorialize the deferment of the City's loan payments. The original loan agreement and any non-material amendments to that agreement were authorized by Ordinance No. 31394-15, passed by the Commission of the City of Dayton on May 6, 2015.

Both Amendments have been reviewed by the Department of Law as to form and correctness.

GT/cw

Attachments

cc: Mr. Parlette Ms. Lofton Ms. Beck Mr. Wimsatt

FIRST AMENDMENT TO MAINTENANCE FACILITY AND HANGAR LEASE

(PSA Airlines, Inc.)

This **FIRST AMENDMENT TO MAINTENANCE FACILITY AND HANGAR LEASE**, ("Lease"), is made and entered into this ___ day of _____, 2020, ("Effective Date") between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio and PSA Airlines, Inc. ("Lessee"), a Pennsylvania corporation authorized to conduct business in the State of Ohio.

WITNESSETH THAT:

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

WHEREAS, Lessee is engaged in the business of providing air transportation relating to persons, property, cargo, and mail; and

WHEREAS, Lessor and Lessee entered into a ground lease for a 77,500 square foot hangar and maintenance facility at 3751 Cargo Road to accommodate the growing number of aircraft located and serviced at the Airport; and

WHEREAS, Lessor partially financed construction of the hangar with a loan from JobsOhio; and

WHEREAS, JobsOhio is willing to defer Lessor's payments due on the loan for twelve months due to the COVID-19 pandemic and its effects on the aviation industry, provided Lessor grants similar relief to Lessee; and

WHEREAS, The parties now wish to amend the hangar Lease to reflect this deferral of payments and to extend the term of the lease by twelve months.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, IT IS AGREED AS FOLLOWS:

1. Beginning with any rental payments due under Article VII of the Maintenance Facility and Hangar Lease on September 1, 2020 and ending with any rental payments due on August 1, 2021 (the "Deferral Period"), no rental payments for Project A or Project B will be payable by or collected from Lessee. Lessee will still be required to pay any other fees, taxes, assessments, utility costs or other amounts due or coming due under the Maintenance Facility

and Hangar Lease during the Deferral Period. Upon expiration of the deferral period, rental payments will resume at the Year 5 rate. The rental rates in year 21 shall be the same as those for year 20.

2. Article VI – Term shall be deleted in its entirety and replaced with the following:

ARTICLE VI - TERM

This Lease shall be effective for a period of twenty (21) years commencing on the date of Beneficial Occupancy ("Initial Term"), unless terminated earlier in accordance with the provisions of this Lease. The Lease may be renewed for two (2) additional six (6) year periods in accordance with Article VII (B) of this Lease.

3. Except as amended hereby, all other provisions of the Maintenance Facility and Hangar Lease shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BALNK]

IN WITNESS WHEREOF, Lessor and Lessee, by duly authorized representatives, have executed this First Amendment as of the day and year first above written.

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

WITNESSED BY:

_____

PSA AIRLINES, INC.

By: _____

Title: _____

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

_____, 2020

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

8/26/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

IN WITNESS WHEREOF, Lessor and Lessee, by duly authorized representatives, have executed this First Amendment as of the day and year first above written.

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

WITNESSED BY:

_____

PSA AIRLINES, INC.

By: _____

Title: President

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

_____, 2020

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS

_____
City Attorney

FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (this "**Amendment**") is entered into effective as of August 28, 2019, by and between **JobsOhio**, an Ohio nonprofit corporation ("**JobsOhio**"), and The City of Dayton, Ohio, an Ohio municipal corporation, through its Department of Aviation ("**Borrower**").

RECITALS

A. JobsOhio provided financial assistance to Borrower in the form of a loan in the principal sum of $5,000,000 (the "**Loan**"), pursuant to the terms of that certain Loan Agreement dated as of March 18, 2016 (the "**Loan Agreement**") and a Promissory Note executed by Borrower in favor of JobsOhio also dated March 18, 2016, in the amount of the Loan (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "**Note**"). As security for the Loan, Borrower entered into a Pledge Agreement with JobsOhio dated March 18, 2016 ("**Pledge Agreement**"), wherein Borrower agreed to maintain in a Cash Collateral Account a Debt Service Reserve, as those terms are defined therein, equal to twenty percent (20%) of the outstanding principal balance on the Note.

B. JobsOhio extended credit to Borrower for the purposes permitted in the Loan Agreement, specifically to fund certain improvements to a maintenance facility and hanger leased to PSA Airlines, Inc. ("**Lessee**"), pursuant to a Maintenance Facility and Hanger Lease dated January 14, 2016 between Borrower and Lessee (the "**Lease**").

C. The Borrower has requested that JobsOhio amend and modify the terms of the Loan Documents to: (i) extend the Maturity Date of the Loan for a period of twelve (12) months; and (ii) grant to Borrower a twelve (12) month deferral of all payments due to JobsOhio under the Note; conditioned upon Borrower extending a corresponding and co-equal twelve (12) month deferral of payments due to Borrower from Lessee.

D. In consideration of the foregoing recitals and in reliance upon the terms and conditions of this Amendment, and subject to the Loan Documents, as modified hereby, JobsOhio is willing to modify the Loan Documents only to the extent described herein, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AMENDMENT

1. Recitals, Definitions, and Interpretations.

1.1 The foregoing Recitals are incorporated herein and made a part of this Amendment as if fully set forth herein.

1.2 All capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Loan Agreement, unless otherwise expressly stated herein.

1.3 Each reference in any of the Loan Documents to any of the "Loan Documents" shall mean each such document, as and to the extent (if any) modified herein, as well as this Amendment.

2. Modification of Loan Documents.

2.1 The Loan Agreement is hereby amended as follows:

a. The definition of "Loan Maturity Date" set forth in Section 1.1. of the Loan Agreement is hereby deleted in its entirety and replaced with the following: "Loan Maturity Date" means the first day of the month Two Hundred Sixty Months (260) after the date of this Loan Agreement."

b. Beginning with the Note payment due under on **September 1, 2020** and ending with the Note payment due on **August 1, 2021** (the "***Deferral Period***"), no loan payments (principal, interest, or servicing fees, as applicable) will be payable by or collected from Borrower;

c. Neither interest nor fees will accrue during the Deferral Period;

d. Note payments of principal, interest, and servicing fees, as applicable, will resume on **September 1, 2021** with the payment that was due on **September 1, 2020**; and

e. Once resumed, payments due under the Note will follow the existing loan amortization schedule.

2.2 As a condition precedent to the modification of the Loan hereunder, Borrower shall deliver to JobsOhio a fully executed amendment of its Lease with Lessee evidencing the deferral of all Lease payments due by Lessee to Borrower during the Deferral Period defined in Section 2.1, above, and upon such terms and conditions as may be acceptable to JobsOhio in its sole and absolute discretion (the "**Lease Amendment**").

2.3 Upon execution and delivery of this Amendment and the Lease Amendment to JobsOhio, the Loan documents shall be deemed modified in accordance with the terms and conditions of this Amendment.

3. Limitation of Waiver and Modifications.

3.1 The modification set forth in this Amendment is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, release, waiver or modification of any other term or condition of any Loan Document, except as set forth in Section 2 of this Amendment, or (b) otherwise prejudice any right or remedy which JobsOhio may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce JobsOhio to enter into this Amendment, the Borrower hereby represents and warrants to JobsOhio as follows:

4.1 Borrower has conferred with PSA and has agreed to execute and deliver the Lease Amendment, which reflects the 12-month deferral of all Lease Payments thereunder coextensive with the Deferral Period set forth herein.

4.2 No default or Event of Default under any of the Loan Documents, nor any event that (with the giving of notice, the passage of time, or both) would be a default or Event of Default under each or any of the Loan Documents, has occurred and is continuing.

4.3 There has been no material adverse change in the financial condition of the Borrower from that reflected in the most recent financial statements received by JobsOhio on July 8, 2020 for the reporting period that covers the Borrower's fiscal year ended December 31, 2019.

4.4 Immediately after giving effect to this Amendment each and all of the representations and warranties of the Borrower in the Loan Documents and this Amendment are true, accurate and complete as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date). Without limiting the foregoing, all of such representations and warranties are incorporated in and made a part of this Amendment, and the Borrower hereby makes, adopts, reaffirms and ratifies all such representations and warranties.

4.5 The Borrower has the power and authority to execute and deliver this Amendment and to perform their obligations under the Loan Documents, as amended herein.

4.6 The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of its obligations under the Loan Documents have been duly authorized.

4.7 The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of its obligations under the Loan Documents do not and will not contravene (a) any law or regulation binding on or affecting the Borrower or the Project, (b) any contractual restriction with a Person binding on the Borrower or the Project, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on the Borrower or the Project, or (d) the Governing Instruments of the Borrower.

4.8 The execution and delivery by the Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Documents do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any Governmental Authority or nongovernmental person or entity, binding on the Borrower, except as already has been obtained or made.

4.9 This Amendment has been duly executed and delivered by the Borrower and is the binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Amendment and the Loan Documents.

6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Choice of Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its internal conflicts of law principles.

8. Effectiveness; Reimbursement of Fees. This Amendment shall be deemed effective upon the due execution and the Borrower's delivery to JobsOhio of this Amendment, and such other documents and instruments necessary, in JobsOhio's sole discretion, to carry out the intent of this Amendment. Upon demand, the Borrower shall reimburse JobsOhio for all legal fees and expenses incurred by JobsOhio in connection with the negotiation and preparation of this Amendment and all work related thereto.

9. Not a Novation. This Amendment is a modification only and not a novation. Except for the above-stated modification, the Loan Documents shall be and remain in full force and effect with the changes herein deemed to be incorporated therein. This Amendment is to be considered attached to the Loan Agreement and made a part thereof. This Amendment shall not release or affect the liability of any guarantor, surety, or endorser of any of liability under the Loan Documents or release any owner of collateral securing any of the liability under the Loan Documents. The validity, priority, and enforceability of each of the Loan Documents shall not be impaired hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered effective as of the date first written above.

JOBSOHIO
an Ohio nonprofit corporation

By:_____
Name: Brian Faust
Title: Chief Financial Officer

BORROWER - The City of Dayton,
an Ohio municipal corporation

By:_____
Name:
Title:

APPROVED AS TO FORM AND CORRECTNESS:

8/26/2020

X Amelia N. Blankenship

City Attorney
Signed by: Blankenship, Amelia

BACK

City Manager's Report

3.

From **2510 - Municipal Court**

Date **September 9, 2020**

Expense Type **Other**

Supplier, Vendor, Company, Individual

Total Amount **$50,000.00 thru 6/30/2021**

Name **Alcohol, Drug Addiction & Mental Health Services**

Address **409 E. Monument Avenue**
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Specialized Docket/Payroll Subsidy	22128-2510-21211-74	$ 50,000.00

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

Description

Memorandum of Understanding to Accept Grant Funds

The Dayton Municipal Court requests permission to enter into a Memorandum of Understanding (MOU) with the Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board in the amount of $50,000.00 for SFY 2021 Specialized Docket Payroll Subsidy. The Ohio Department of Mental Health and Addiction Services has designated the ADAMHS Board as a pass-through agent. These funds defray a portion of the salary and benefits for a full time specialized docket staff member with Dayton Regional Mental Health Court.

This is the seventh year the Court has received the funds.

Terms of this MOU will commence upon execution and expire on June 30, 2021.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

ADAMHS BOARD
MONTGOMERY COUNTY
ALCOHOL | DRUG ADDICTION | AND MENTAL HEALTH SERVICES

MEMORANDUM OF UNDERSTANDING

BOARD RESOLUTION: # 20-064
APPROVED AMOUNT: $50,000

BETWEEN

MONTGOMERY COUNTY ALCOHOL, DRUG ADDICTION & MENTAL HEALTH SERVICES

AND

CITY OF DAYTON/DAYTON MUNICIPAL COURT

SFY 2021

JULY 22, 2020
MONTGOMERY COUNY ADAMHS BOARD
409 E. MONUMENT AVE., STE 102, DAYTON, OHIO 45402

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (" MOU") is made on this ____ day of September 2020, by and between the Montgomery County Alcohol, Drug Addiction and Mental Health Services Board ("Board") and the City of Dayton, Ohio ("City").

RECITALS

WHEREAS, The Ohio Department of Mental Health and Addiction Services ("OhioMHAS") has allocated Fifty Thousand Dollars and Zero Cents ($50,000.00) to the Dayton Municipal Mental Health Court ("Court"); and,

WHEREAS, OhioMHAS has designated Board as the Pass-Through agent for these funds; and,

WHEREAS, The City shall transfer funds to the Court as required in OhioMHAS allocation guidelines; and,

NOW THEREFORE, In consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. **Term**: The funds are allocated for SFY 2021 which begins July 1, 2020 and ends June 30, 2021.

2. **Allocation**: The Board shall pass-through Fifty Thousand Dollars and Zero Cents ($50,000.00) to City the first quarter of SFY 2021 as specified by OhioMHAS. The funds shall be used in accordance with the OhioMHAS approved budget and grant.

3. **Responsibilities of Court**: The use of the funds shall be in accordance with the Court's grant and approved budget.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have hereby executed this MOU as of the date set forth below.

City of Dayton, Ohio

_____

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

8/10/2020

X John Musto for

City Attorney

Signed by: Musto, John

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

_____, 2020

Min. / Bk. _____ Pg _____

_____

Clerk of the Commission

Montgomery County Alcohol, Drug Addiction & Mental Health Services

_____

Helen E. Jones-Kelley, Executive Director

Date:

This Instrument Approved as to Form:

Beverly Stewart

_____

Beverly Stewart, Legal Counsel
ADAMHS Board for Montgomery County

MEMORANDUM | DAYTON

September 2, 2020

TO: Shelley Dickstein, City Manager

FROM: Ann Marie Murray, Court Administrator
Dayton Municipal Court

SUBJECT: Memorandum of Understanding

The Dayton Municipal Court requests permission to enter into a Memorandum of Understanding (MOU) with the Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board in the amount of $50,000.00 for SFY 2021 Specialized Docket Payroll Subsidy.

The funds awarded defray a portion of the salary and benefits for a full time specialized docket staff member with the Dayton Regional Mental Health Court. This is the seventh year the Court has received the funds.

Previously, the Ohio Department of Mental Health and Addiction Services (OHMAS) has required an application for these funds. However, the last two years the funds have been awarded without an application.

Attached is a copy of our 2020 Budget Summary Request for this item. In addition, we have attached the e-mail from OHMAS regarding the approval of the funds for 2021.

Thank you for your prompt attention to this matter.

2020 CAPITAL OR NON-OPERATING BUDGET SUMMARY REQUEST

Please Check One:

X	**Non-Operating Budget Submission**	**Fund Code:**	22128
	Capital Project Budget Submission	**Fund Name:**	Specialized Docket Payroll Subsidy
	Budget Restoration/Solution	**Org. Code:**	2510
	Service Enhancement	**Org. Name:**	Municipal Court
		Prog. Code:	74
For Cap. Proj. list Mgr. & Completion Date:		**Activity Code:**	
Proj. Mgr.		**Activity Name:**	
Phone #			
Date:			

Account Code	Description	2019 Budget	2020 Budget	% Change	OMB Only
Free Cash Balance*				Undef.	
* (Cash Balance subtracting Encumbrances & Accounts Payable.)					
Revenues	- Please enter Revenue Code & Descrip.	Revenue Codes are 5 digits and begin with a numeral 2.			
22128	Grant from the Ohio Department of Mental Health and Addiction Services	50,000	50,000	0.0%	
Total Revenue		50,000	50,000	0.0%	-
Free Cash Bal.* + Total Rev. + Oper. Trans. In		50,000	50,000	0.0%	-
* (Cash Balance subtracting Encumbrances & Accounts Payable.)					
1611	Wages - Civilian	41,563	41,563	0.0%	
1912	Pension - Civilian	5,819	5,819	0.0%	
1913	Workers' Comp.	1,559	1,559	0.0%	
1915	Medicare	603	603	0.0%	
1916	Employee Termination	457	457	0.0%	
Total Personnel Costs		50,000	50,000	0.0%	-
Total Expenditures		50,000	50,000	0.0%	-
NET BUDGET - Surplus/(Deficit)*		-	-	Undef.	-

*** Net Budget must equal zero or be a surplus before entry into the financial system will be completed.**

Division Manager Date

DAYTON

uploaded phase 3 10/29/19

Department Director Date

Murray, Ann

From: joani.moore@mha.ohio.gov
Sent: Tuesday, July 7, 2020 2:51 PM
To: glmessner@hardincourts.com; Alison Jacob; Alexis Scott; Alma Tennent; Amy Matuszewski; Angie Livesay; Ann Johnson; Murray, Ann; Annette Deao; Anthony Blakley; Barb Reeves; boydc@fcmcclerk.com; Bonnie Horton; Brett Kaiser; Carla Damron; Carli Gorman; Chardale Sumpter; Cheryl Gerwig; Chris Quinlan; Christen Neaves; Cyndi Van Cleve; Dan Ritter; Dan Zwiesler; Danielle Winters; Dave Priest; Olivia Springer; Dean Jenkins; Debi Cole; Debi Cole; Dee Jackson; Diane Randall; Dionna Hatfield Orr; Doug Schonauer; Ed Gorence; Emily Gerber; Gary Yuratovac; Ginger Cichy; Heather Spinks; Jacob Rouse; JWALTHER@LORAINCOUNTY.US; Jamie Wood; jsturmi@akronohio.gov; jpangio@mahoningcountyoh.gov; Jenna Griffith; Jennifer Kearns; Jennifer Martig; Jennifer Miller; Jennifer Shunk; Jennifer Ventura; Jennifer Zimomra; Jeremy Green; Jerry Stollings; Jillian Boone; Jo Ann Edwards; Jodie Milhoan; Joel Carter; Johnna Croy; Joseph Perry; JUDGEV@NEWTONFALLSCOURT.COM; Judi Konves; Judith Dzigiel; Judith Dzigel; Julie Peterson; Karen Lippmann; Karen Wadkins; Jessica Harrington; Duane Weyand; Kathy Clark; kkernen@co.hocking.oh.us; Katie Stenman; Keith Ward; Kelly Hopkins; Kelly Nees; Kevin McGlynn; Kimberly Switzer; Kristen Blake; Kyla Woods; Laura Zupko; Laurie Bayles; lwinbigler@co.delaware.oh.us; Linda Bambic; Lisa Coates; Lisa Deters; Lisa Williams; Lori Bolton-Sell; Lynn Stover; Mandy Bennett; Martin Murphy; Melanie Richert; Melissa Wilt; Melissa Watt; Michael Kochera; Michael Smith; Michele Franklin; mike.huber@mercercountyohio.org; Mike Reynolds; Pat Beecher; Peggi Cater; Philip Messer; Rachel Wagner; Rick Klinger; Robbie Harrison; Robert L. Smith; Shannon Thompson; slbelconis@ashtabulacounty.us; tbartek@fcmcourt.org; Teresa Egan; Terri Bell; Terri Hawk; Terra Bechtol; Tom Stotts; Tony Ingram; Tony Miller; Veronica Perry; wademelton@hardinohio.us; Wayne Gilkison; William Lashley; Woody Tyrrell; Kay Baglione; Shannon Seesholtz; Linda McDonald; Julie Harvey; Susan Sweeney; James Bittinger; Kara Moore; Megan Rivers; Kim Coller; Jeffrey Cunningham; Brandon Puckett; Michael Orlando; Makaila Tussing; Leanna Shaeffer; AClayton@mcjcohio.org; Charles Rispress; Kim Cheney; Tricia Lucido; Robert Incorvati; Rebecca Dilbeck; Carli Bogard; Bethani Temple; Zachary L. Wentink; Melisa McDaniel; rousej2010@gmail.com; Kerry Defibaugh; Matthew Proto; Julie Smith; Brandy Tiell; Beth Rapien; Kathy Kasputis; Andrew Misiak; Larry Withrow; Juli Tice; Sara Norris; Jennifer Stamolis; Erica Burkholder; Lynzy Campbell; Sarah Sabol; Tonya Sturgill; Lisa Lyons; Josh Whaley; Shanna Rose; Anne Oliver-Niner; Derick Young; Robert Regula; aklumpp@mahoningcountyoh.gov; James Yerkins; Tammy Blake; Katelyn Ritzler; Jaimee Prieur; Shanna Lett; Travis Holden; Theresa Spiker; Brandy Bagent; Casey McCloud; Darla Bizub; carodger@co.trumbull.oh.us; Steven Pompey; Rhonda Day; Ashley Koontz; Amy Isaac; Jennifer.Burnside@co.warren.oh.us; Joshua Newton; Roberta Teter; Holly Dye; Michelle Grove; Maureen Maruna; Rachelle Cooksey; Lora Faenza; Mark Spieles
Subject: Approved SFY 2021 Specialized Dockets Subsidy Project Budget

Importance: High

Good afternoon, Everyone:

I am writing to let you know the SFY 2021 Specialized Dockets Subsidy budget has been approved. Each of the projects which received funding in SFY 2020 will receive the same amount in SFY 2021.

Like last year, the Department will forward the funds to your Boards. Please make arrangements with your Boards so they are able to transfer the funds to your projects.

We have asked the Boards to send each project its award in one lump sum during the first quarter of SFY 2021 (July 1, 2020 through September 30, 2020).

Please don't forget to submit your SFY 2nd half report via survey monkey by 7/31/2020.

Lastly, requests to carry-over SFY 2020 funds to SFY 2021 must be submitted by August 15, 2020.

Please let me know if you have any questions.

Thanks,
Joani

Joani Moore, MS
Specialized Dockets and TASC Coordinator
Bureau of Criminal Justice
Ohio Department of Mental Health and Addiction Services
30 E. Broad Street, 8th Floor
Columbus, Ohio 43215
Joani.Moore@mha.ohio.gov
(614) 563-8274 – Remote Work Location
(614) 752-7385 - Office