I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission. (Sign-up sheets at entrance of Commission Chambers.)

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

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:

   AVIATION
   A1. DeFries Copp LLC dba Copp Systems Integrator (card access system and cameras) $63,935.16
1. (Cont’d):

**FIRE**

B1. IVIDEO Technologies LLC (video conferencing televisions) $10,213.29

B2. MVATION Worldwide, Inc. (interactive training boards) 10,362.08

**INFORMATION TECHNOLOGY**

C1. Hervey, Inc. (annual computer software license renewal including professional software consulting and support services) 28,500.00

**POLICE**

D1. Kiesler Police Supply (19 Survival Armor Paragon 6 Level IIIA vests with shock shields through 08-31-22) 16,663.00

D2. Parr Public Safety Equipment (vehicle up-fitting parts and services for one passenger transit van through 04-30-22) 11,448.72

**PROCUREMENT, MANAGEMENT & BUDGET**

E1. Vertical Communications, Inc. (soft phone licenses and upgrades) 24,140.15

**PUBLIC WORKS**

F1. CHWR, Inc. dba CHW Mechanical Services (heating, ventilation and air conditioning preventative maintenance and repairs through 04-20-21) 10,000.00

F2. Garland/DBS, Inc. (roof repair services) 68,175.00

F3. Grainger, Inc. (electrical parts, supplies and related items as needed through 12-31-23) 7,000.00

F4. Johnson Controls (air handling refurbishment) – PO201175 26,183.66

F5. Johnson Controls (air handling refurbishment) – PO201176 10,068.78

F6. Johnson Controls (air handling refurbishment) – PO201186 62,981.90

F7. Johnson Controls (air handling refurbishment) – PO201187 33,664.36

F8. Johnson Controls (air handling refurbishment) – PO201188 38,863.61

F9. Johnson Controls (air handling refurbishment) – PO201189 25,780.75

F10. Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-20) 10,000.00

F11. Sherwin Williams Company (paint and related supplies as needed through 10-31-23) 3,000.00

F12. State Industrial Products Corp dba State Chemical (foggers and sanitizing cleaners) 10,600.00

**WATER**

G1. Springfield Overhead Door LLC (Overhead door maintenance and repair services as needed through 03-31-23) 63,000.00
1. (Cont’d):

G2. FCX Performance, Inc. (four Limitorque actuators paired with plug valves) $23,976.00
G3. Genesis Safety & Engineering LLC (repair of overhead fall protection equipment) 27,810.00
G4. Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-20) 15,000.00
G5. Process Pump & Seal, Inc. (rehabilitation/repair of two pumps through 08-31-22) 52,014.00
-Depts. of Aviation, Fire, Information Technology, Police, Procurement, Management & Budget, Public Works, and Water. Total: $653,380.46

2. Briggs Creative Services, LLC – Service Agreement – for professional surveying services in connection with the MOT (Montgomery County) Gettysburg Walk project – Dept. of Public Works/Civil Engineering. $18,896.00 (Thru 12/31/25)

3. Dayton Society of Natural History, Inc. – Service Agreement – for CARES - Child Care and E-Learning Pods for the Children of Current Employees – Dept. of Human Resources. $91,312.00 (Thru 12/18/20)

4. Hull & Associates, Inc. – Contract Modification – second amendment for environmental consulting and testing services – Dept. of Economic Development. $50,000.00 (Thru 12/31/21)

5. Terracon Consultants, Inc. – Contract Modification – second amendment for environmental consulting and testing services – Dept. of Economic Development. $25,000.00 (Thru 12/31/21)

C. Revenue to the City:

6. Prior To Tee Time LLC – Service Agreement – for Golf Professional Services and Use of Space at Community Golf Club – Dept. of Recreation & Youth Services/Golf. $105,000.00 (Thru 12/31/20)

7. James C. Weiler, Inc. – Other – for Special Use Permit to Remove Bollards at 324 East Second Street – Dept. of Public Works/Civil Engineering. $1,000.00 (Paid to the City)
E. Other – Contributions, Etc.:

   $14,750.00  
   (Thru 11/30/20)

   $10,813.82  
   (Thru 11/30/20)

    $14,189.00  
    (Thru 11/30/20)

    $15,000.00  
    (Thru 11/30/20)

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

12. No. 6545-20 Authorizing the Acceptance of a Grant Award from the Attorney General of Ohio in an Amount Not to Exceed Forty-Nine Thousand Three Hundred Sixty-Two Dollars and Zero Cents ($49,362.00) on Behalf of the City of Dayton, and Declaring an Emergency.

V. PLANNING ACTION

A. PUBLIC HEARINGS:

13. To amend zoning map text for Planned Development overlay PD-174 for approximately 1.26 acres of vacant property located on the 600 block of Warren Street and change the building use from condos to apartments, change the number of units from 27 to 51, and change the number of surface parking spaces from 64 to 70 – Case No. PLN2020-00346.
14. To amend zoning map and adopt Planned Development overlay PD-180 for approximately 34 acres of vacant property located at the southeast corner of W. Third Street and Abbey Avenue and to approve the Final Plan for the Dayton Metro Library’s West Branch – Case No. PLN2020-00339.

VI. MISCELLANEOUS:

ORDINANCE NO. 31849-20

RESOLUTION NO. 6546-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 981-20
City Manager’s Report

From 2730 - PMB/Procurement
Supplier, Vendor, Company, Individual
Name See Below
Address See Below

Date October 21, 2020
Expense Type Purchase Order
Total Amount $653,380.46

2020 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
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</tbody>
</table>

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

AVIATION

(A1) P0201159 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON, OH

- Card access system and cameras.
- These goods are required to maintain the security and safety at the Dayton International Airport.
- Defries Copp LLC dba Copp Systems Integrator is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity; therefore, this purchase was negotiated.
- Defries Copp LLC dba Copp Systems Integrator qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2020</td>
<td>Building Improvements</td>
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<td>$63,935.16</td>
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</tbody>
</table>

Signatures/Approval

Melissa A. Wilson
Division

Dianne A. Peterson 10.13.2020
Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE

(B1) P0201181 – IVIDEO TECHNOLOGIES LLC, STRONGSVILLE, OH
• Video conferencing televisions.
• These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
• Twenty-three (23) possible bidders were solicited and nine (9) bids were received.
• One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
• The Department of Fire recommends acceptance of the low bid. Multiple awards are recommended to ensure project completion.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2020</td>
<td>CARES Public Safety</td>
<td>28133-6330-1384-71-CRF24</td>
<td>$10,213.29</td>
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</tbody>
</table>

(B2) P0201179 – MVATION WORLDWIDE, INC., GLEN COVE, NY
• Interactive training boards.
• These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
• Twenty-three (23) possible bidders were solicited and nine (9) bids were received.
• One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
• The Department of Fire recommends acceptance of the low bid. Multiple awards are recommended to ensure project completion.

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<td>2020</td>
<td>CARES Public Safety</td>
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<td>$10,362.08</td>
</tr>
</tbody>
</table>

INFORMATION TECHNOLOGY

(C1) P0201192 – HERVEY, INC., DALLAS, TX
• Annual computer software license renewal including professional software consulting and support services.
• These goods and services are required to maintain the CityBots program for the Human Relations Council.
• Hervey, Inc. is recommended as the original software developer and sole source of this proprietary software service agreement; therefore, this purchase was negotiated.
• The Human Relations Council and Department of Information Technology recommend approval of this order.

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<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tr>
<td>2020</td>
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</table>
POLICE

(D1) P0200680 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN
- Nineteen (19) Survival Armor Paragon 6 Level IIIA vests with shock shields.
- These goods are required to replace expiring body armor vests which will be disposed of in the best interest of the City.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S18032 with pricing through 8/31/2022.
- This amendment increases the previously authorized amount of $24,276.00 by $16,663.00 for a total not to exceed $40,939.00 and therefore requires City Commission approval.
- The Department of Police recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tr>
<td>2020</td>
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<td>$16,663.00</td>
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</tbody>
</table>

(D2) P0201184 – PARR PUBLIC SAFETY EQUIPMENT, GALLOWAY, OH
- Vehicle up-fitting parts and services for one (1) passenger transit van.
- These goods and services are required to place the vehicles into service for the Department of Police’s daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18034JL with pricing through 4/30/2022 and State of Ohio Contract pricing #MMA7607 and Index #MMA845.
- One hundred percent (100%) of funding is from the Coronavirus Emergency Supplemental Grant.
- The Department of Police recommends approval of this order.

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</table>

PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT

(E1) P0201178 – VERTICAL COMMUNICATIONS, INC., DALLAS, TX
- Soft phone licenses and upgrades.
- These goods are required to allow City staff to work remotely as a result of the COVID-19 pandemic recommended operating guidelines.
- Vertical Communications, Inc. is recommended as the original software developer and sole source of this proprietary software service agreement; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Departments of Information Technology and Procurement, Management and Budget recommend approval of this order.

<table>
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</table>
PUBLIC WORKS – PROPERTY MANAGEMENT

(F1) **P0200441 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH**
- Heating, ventilation and air conditioning preventative maintenance and repairs.
- These services are required for repairs for facilities 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 $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.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2020</td>
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<td>$10,000.00</td>
</tr>
</tbody>
</table>

(F2) **P0201195 – GARLAND/DBS, INC., CLEVELAND, OH**
- Roof repair services.
- These goods and services are required to repair roofing at the Waste Collection Assembly, Newcom Park and Park Drive facilities.
- Rates are in accordance with the public, cooperative bid established with the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

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<tr>
<td>2020</td>
<td>Other Maintenance of Facilities</td>
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</tr>
</tbody>
</table>

(F3) **P0200415 – GRAINGER, INC., HARRISON TOWNSHIP, OH**
- Electrical parts, supplies and related items as needed through 12/31/2020.
- These goods are required to maintain existing electrical equipment for facilities throughout the City.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with pricing through 12/31/2023.
- 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.
- The Department of Public Works recommends approval of this order.

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<thead>
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<tbody>
<tr>
<td>2020</td>
<td>Other Maintenance of Facilities</td>
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<td>$7,000.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(F4) **P0201175 – JOHNSON CONTROLS, WEST CHESTER, OH**
- Air handling refurbishment.
- These goods and services are required to improve the air handling equipment at 900 and 945 Ottawa Street, for cleaner air throughout the building to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract #RS903618.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Departments of Public Works and Water recommend approval of this order.

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<tbody>
<tr>
<td>2020</td>
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<td>$26,183.66</td>
</tr>
</tbody>
</table>

(F5) **P0201176 – JOHNSON CONTROLS, WEST CHESTER, OH**
- Air handling refurbishment.
- These goods and services are required to improve the air handling equipment at 320 W. Monument Avenue, for cleaner air throughout the building to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract #RS903618.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Departments of Public Works and Water recommend approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>CARES Sanitation</td>
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<td>$10,068.78</td>
</tr>
</tbody>
</table>

(F6) **P0201186 – JOHNSON CONTROLS, WEST CHESTER, OH**
- Air handling refurbishment.
- These goods and services are required to improve the air handling chamber rooms at the One Stop Center, for cleaner air throughout the building to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract #RS903618.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>CARES Sanitation</td>
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<td>$62,981.90</td>
</tr>
</tbody>
</table>

(F7) **P0201187 – JOHNSON CONTROLS, WEST CHESTER, OH**
- Air handling refurbishment.
- These goods and services are required to improve the air handling units at Lohrey Recreation Center, for cleaner air throughout the building to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract #RS903618.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>CARES Sanitation</td>
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<td>$33,664.36</td>
</tr>
</tbody>
</table>
(F8) P0201188 – JOHNSON CONTROLS, WEST CHESTER, OH
- Air handling refurbishment.
- These goods and services are required to improve the air handling units at North West Recreation Center, for cleaner air throughout the building to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract # RS903618.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
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<td>$38,863.61</td>
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</tbody>
</table>

(F9) P0201189 – JOHNSON CONTROLS, WEST CHESTER, OH
- Air handling refurbishment.
- These goods and services are required to improve the air handling units at the Greater Dayton Recreation Center for cleaner air throughout the building to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract #RS903618.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

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<tr>
<td>2020</td>
<td>CARES Sanitation</td>
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<td>$25,780.75</td>
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</tbody>
</table>

(F10) P0200147– PICKREL BROTHERS, INC., DAYTON, OH
- Plumbing and related supplies as needed through 12/31/2020.
- These goods are required to replenish inventory for maintenance and repairs.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20001N with firm pricing through 12/31/2020.
- This amendment increases the previously authorized amount of $70,000.00 by $10,000.00 for a total not to exceed $80,000.00 and therefore requires City Commission approval.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

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<tr>
<td>2020</td>
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</table>
PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(F11) P0200608 – SHERWIN WILLIAMS COMPANY, DAYTON, OH

- Paint and related supplies as needed through 12/31/2020.
- These goods are required to maintain and enhance City facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N19023 with firm pricing through 10/31/2023.
- This amendment increases the previously authorized amount of $10,000.00 by $3,000.00 for a total not to exceed $13,000.00 and therefore requires City Commission approval.
- Sherwin Williams Company qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>Other Maintenance of</td>
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<tr>
<td></td>
<td>Facilities</td>
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</tbody>
</table>

(F12) P0201190 – STATE INDUSTRIAL PRODUCTS CORP dba STATE CHEMICAL, MAYFIELD HEIGHTS, OH

- Foggers and sanitizing cleaners.
- These goods are required to help reduce COVID-19 throughout City facilities.
- State Industrial Products Corp dba State Chemical is recommended based upon product availability and rates are in accordance with the State of Ohio Term Schedule Contract #800856 and Index #511.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

<table>
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<td>2020</td>
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WATER – WATER RECLAMATION

(G1) P0201194 – SPRINGFIELD OVERHEAD DOOR LLC, SPRINGFIELD, OH

- Overhead door maintenance and repair services as needed through 12/31/2020.
- These services are required to maintain overhead doors at the Water Reclamation plant.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N19007 with firm pricing through 3/31/2023.
- The Department of Water requests additional authority of $42,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
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<tr>
<td>2021</td>
<td>Other Maintenance of</td>
<td>55000-3460-1172-54</td>
<td>$21,000.00</td>
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<tr>
<td>2022</td>
<td>Other Maintenance of</td>
<td>55000-3460-1172-54</td>
<td>$21,000.00</td>
</tr>
<tr>
<td></td>
<td>Facilities</td>
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</tr>
</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT

(G2) P0201156 – FCX PERFORMANCE, INC., CLEVELAND, OH
- Four (4) Limitorque actuators paired with plug valves.
- These goods are required to electronically monitor valves and transmit information to our Supervisory Control and Data Acquisition (SCADA) system.
- FCX Performance, Inc. is recommended as the sole authorized regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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</table>

(G3) P0201185 – GENESIS SAFETY & ENGINEERING LLC, ROCKY RIVER, OH
- Repair of overhead fall protection equipment.
- These services are required to help maintain a safe work environment.
- Seventeen (17) possible bidders were solicited and two (2) bids were received.
- The Department of Water recommends acceptance of the low bid.

<table>
<thead>
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<tr>
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</table>

(G4) P0200144 – PICKREL BROTHERS, INC., DAYTON, OH
- Plumbing and related supplies as needed through 12/31/2020.
- These goods are required to replenish inventory for maintenance and repairs.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20001N with firm pricing through 12/31/2020.
- This amendment increases the previously authorized amount of $30,000.00 by $15,000.00 for a total not to exceed $45,000.00 and therefore requires City Commission approval.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<td>2020</td>
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</table>

(G5) P0201157 – PROCESS PUMP & SEAL, INC., CINCINNATI, OH
- Rehabilitation/repair of two (2) pumps.
- These services are required to cover the repairs to sludge transfer pumps.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18055S with pricing through 8/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
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</tr>
</tbody>
</table>

The aforementioned departments recommend approval of these orders.
MOT GETTYSBURG AVENUE WALK AGREEMENT FOR CONSULTING SERVICES

The Department of Public Works requests permission to enter into an agreement with Briggs Creative Services, LLC to perform the professional surveying services in connection with the MOT (Montgomery County) Gettysburg Walk project. The consultant will perform all necessary surveying services.

The project is being funded from Ohio Department of Transportation Safety Funds.

The professional service agreement is effective upon execution and expires on December 31, 2025 unless extended by mutual agreement of both parties. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Required Documentation

- Initial City Manager’s Report
- Initial Certificate of Funds
- Initial Agreement/Contract

Renewal Contract

- Copy of City Manager’s Report
- Copy of Original Certificate of Funds

Change Order:

Contract Start Date: Upon Execution
Expiration Date: 12/31/25
Original Commission Approval: $18,896.00
Initial Encumbrance: $18,896.00
Remaining Commission Approval

Original CT/CF
Increase Encumbrance
Decrease Encumbrance
Remaining Commission Approval

Amount: $18,896.00

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Amount: 

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<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Briggs Creative Services, LLC
Vendor Address: 5390 Courseview Drive, Suite 2 South Mason, Ohio 45040
Street City State Zip code + 4
Federal ID: 27-3397147
Commodity Code: 90772
Purpose: Professional Services Agreement for Professional Survey Services for the MOT Gettysburg Walk Project

Contact Person: Joe Weinel
Public Works/Civil Engineering 10/7/2020
Department/Division Date

Originating Department Director’s Signature: J.M. Flandell 10/8/2020

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.

Finance Director/Signature 10/13/2020

Date

CF Prepared by

Finance Department

October 18, 2011
CITY OF DAYTON
AGREEMENT NO. 35537

This Agreement No. 35537 entered into this _____ day of _________________, 20 __, by and between City of Dayton, acting by and through the City Engineer, hereinafter referred to as the City, and Briggs Creative Services, LLC, hereinafter referred to as the Consultant, with an office located at 5390 Courseview Dr, Mason, OH 45040.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for preparation of the Project Development Process for a traffic signal upgrade in Montgomery County, Ohio, identified as MOT-Gettysburg Walk.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

(a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
(b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.
Part 1: Right of Way Plans

Lumps sum compensation of Eighteen Thousand Eight Hundred Ninety-Six Dollars ($18,896.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Eighteen Thousand Eight Hundred Ninety-Six Dollars ($18,896.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

(a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

(b) The Invoice & Project Schedule.

(c) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (http://obm.ohio.gov/TravelRule/default.aspx).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Engineer.

BRIGGS CREATIVE SERVICES, LLC

By: ______________________
Title: _____________________

CITY OF DAYTON

__________________________
Shelley Dickstein
City Manager

APPROVED AS TO FORM:

By: ______________________
Title: City Attorney
APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:

Date:

Ordinance: 31820-20
City Manager’s Report

From 5610 - Human Resources
Supplier, Vendor, Company, Individual
Name Dayton Society of Natural History, Inc.
Address 2600 DeWeese Pkwy,
Dayton, OH 45414
Fed ID #: 310585917

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Date October 21, 2020
Expense Type Service Agreement
Total Amount $91,312.00 thru 12/18/2020

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

Description

CARES – Child care and e-learning pods for the children of current employees

The Department of Human Resources requests permission to enter into a contract between the City of Dayton (“City”) and Dayton Society of Natural History (“Boonshoft”). This is a partnership with the Boonshoft Museum who has agreed to provide a safe and supportive learning environment to school-aged children of employees. To participate, the child’s school must be requiring all or partial e-learning and students must be in grades K-8. This partnership arose out of a necessity from many school districts to go to a hybrid or all virtual learning as a result of COVID-19 and the need to social distance, and a desire to provide additional options to our workforce so they can continue reporting to work.

Boonshoft agreed to the contract services which would begin October 14, 2020 and would end on December 18, 2020.

Pursuant to Section 86 – Emergencies, of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.

Human Resources is requesting authority for: 9/28/2020 – 12/18/2020

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

Certificate of Funds form is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016

Division Kenneth R. Couch

Department

City Manager

FORM NO. MS-16
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
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</tr>
</tbody>
</table>

Original CT/CF
Increase Encumbrance | $ | |
Decrease Encumbrance | $ | |
Remaining Commission Approval | | |

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**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

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<p>| Amount: | $91,312.00 |
| Fund Code | 28133 - 5610 - 1386 - 62 - CRF - 44 |</p>
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<th>Loc</th>
</tr>
</thead>
</table>
|**Attach additional pages for more FOAPALs**
Vendor Name: Dayton Society of Natural History, Inc.
Vendor Address: 2600 DeWeese Pkwy Dayton OH 45414
Street City State Zipcode + 4
Federal ID: 310585917
Commodity Code: 95225
Purpose: Child care and learning pods for the children of employees who were effected by COVID-19. These learning pods will be for children who cannot attend their usual school/day care which are closed due to COVID-19.
The contract will begin 10/14/20 and will end 12/18/20.

---

Contact Person: Katy Branson x4063
Human Resources
Originating Department Director's Signature: Kenneth R. Couch
Department/Division 10/6/2020

---

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.

Financ Director Signature: [Signature]
Date: 12/16/2022

CF Prepared by: [Signature]
Date: 1/11/2020
CF/CT Number: CF020 - 189
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), dated __________, 2020 ("Effective Date"), is made and entered between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Dayton Society of Natural History ("Company"), with an office located at 2600 DeWeese Pkwy, Dayton, OH 45414.

WITNESSETH THAT:

WHEREAS, The City has identified a need for certain professional services to assist its employees with child care due to the Covid-19 pandemic; and,

WHEREAS, Company represents that it is skilled, experienced, and competent with personnel and know-how to perform the professional services set forth hereinafter for the City.

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

SECTION 1. COMPANY

As a premier destination for family learning in the Miami Valley, the Boonshoft Museum of Discovery is a natural history museum, science center, children's museum, planetarium, observatory and zoo and is committed to making learning and family fun accessible for all visitors.

In the mid 1990's, the Children's Museum Board and the Board of the Dayton Society of Natural History began discussing ways to collaborate. These discussions led to an agreement to fully merge the boards under the umbrella of the Dayton Society of Natural History. As a result of the merger, the Dayton Museum of Discovery was born and assumed all public, educational and programming functions previously associated with the Dayton Museum of Natural History.

The Museum is accredited by the American Alliance of Museums, affiliated with the Association of Children's Museums, and is a member of the Association of Science-Technology Centers. In addition, the Discovery Zoo, located on the second floor of the Museum, is fully accredited by the Association of Zoos and Aquariums.

During the COVID-19 pandemic, particularly when many area school districts have adopted a fully virtual, or hybrid learning environment, Company recognized a need for a safe and supportive learning environment for children in the Miami Valley. Beyond that, parents of these children needed a reliable solution for their children who were not old enough to be left home alone, but needed to continue to work in the field filling a necessary component of our community and economy. Out of this need, Learning Pods were developed. Each pod adheres to social distancing standards, has proper cleaning protocols and is supervised by museum staff who help ensure students stay engaged and on top of their individual course load.
The City of Dayton realized this same need for their employee base, particularly those working in the field such as first responders, waste collection, water supply & treatment, and similar. Wishing to utilize a proven model already established in the community, the City is partnering with Company to utilize their Learning Pod program for employees with children in grades K-8 who are required to do all or some virtual learning.

SECTION 2. SCOPE OF SERVICES

Company shall perform the professional services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (“Services”), in a professional manner. All Services shall be completed by December 18, 2020.

SECTION 3. PAYMENT

The fees and expenses shall be in amount not to exceed Ninety-One Thousand Three Hundred Twelve Dollars and Zero Cents ($91,312.00) for Services performed between the Effective Date and December 18, 2020.

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

SECTION 4. ASSIGNMENT AND LIMITATIONS ON SUBCONTRACTING

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

B. Limitations on subcontracting. Because the City is relying upon the professional skill and experience of Company, no part of the Services to be provided hereunder may be subcontracted by Company.

SECTION 5. TERM AND TERMINATION

A. Term. This Agreement commences on the Effective Date and shall expire on December 18, 2020.

B. Termination of Agreement for Cause. If, through any cause, Company fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Company defaults in the performance of any terms or conditions of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Company specifying the effective date of the termination, at least five (5) days before such effective date. In the event of such termination, Company will be paid for the Services actually performed and reasonable expenses incurred up to the effective date of termination.
C. Termination of Agreement without Cause. The City may terminate this Agreement at any time and without cause upon giving Company fifteen (15) days prior written notice. The notice of termination shall be made by mailing written notice to Company by certified mail to its usual place of business. If such termination occurs, Company will be paid for the Services actually performed and reasonable expenses incurred up to the effective date of termination.

SECTION 6. INSURANCE

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

General Liability Insurance, with a combined single limit of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate. This policy shall name the City of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

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

SECTION 7. CONFIDENTIALITY

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

SECTION 8. INDEMNIFICATION

To the full extent permitted by law, Company shall indemnify, defend and hold harmless the City and its elected officials, officers, agents, and employees from and against all claims, demands, losses, and expenses, including but not limited to reasonable attorneys’ fees, to the extent arising out of or resulting in whole or in part from any negligent act or omission, and/or from any failure to perform Company's duties under this Agreement.
SECTION 9. RECORDS

Company shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures shall be supported by time records, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Company shall make available to the City and/or its designees all of its records with respect to all matters covered under this Agreement. Company will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records.

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

SECTION 10. MISCELLANEOUS

A. Non-Discrimination. Company 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 failure to comply herewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

B. Remedies. The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of such right.

C. Entire Agreement. This Agreement, together with all Exhibits referred to herein, represents the entire and integrated Agreement between the City and Company and supersedes all prior negotiations, representations, and Agreements regarding the subject hereof, whether oral or written.

D. Independent Contractor Status. By executing this Agreement for Services, Company acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Company shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. Company 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.

Company and its employees that are performing the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City. Further, Company shall be responsible to withhold and pay all applicable local, state and federal taxes.
Company acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

E. Amendment. This Agreement may be amended by mutual agreement between the City and Company. Any such amendment shall be reduced to a writing executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

F. Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Company 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. Notices. Any notice required under this Agreement shall be deemed to have been given on the date actually received or forty-eight (48) hours having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever occurs earlier. Either party may change its address from time to time by written notice given in this manner.

If to the City:

Monica Jones  
City Manager’s Office  
101 W. Third Street  
Dayton, OH 45402

If to Company: Michael Westendorf  
Dayton Society of Natural History  
2600 DeWeese Parkway  
Dayton, Ohio 45414

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City and Company, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON

______________________________
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

☑ Recoverable Signature

X John Musto for

City Attorney

Signed by: Musto, John

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

______________________________ , 2020

Min./Bk.: ______ Page: ______________

______________________________
Clerk of the Commission

DAYTON SOCIETY OF NATURAL HISTORY

Michael

By: Westendorf

Digitally signed by Michael Westendorf
Date: 2020.10.12 13:05:43 -04'00'

Title: CFO

PROFESSIONAL SERVICES AGREEMENT
Exhibit A

Company’s Learning Pod Scope of Services

As part of this agreement, Company will provide, for each student, grades K-8:
- Structured, supportive learning environment with professional supervision
- Wi-Fi access
- Structured brain breaks and STEM activities throughout the day, as individual coursework and schedules allow
- Bins for personal belongings which will go home with the student each day (one bin per student)

As part of this agreement, the City of Dayton is responsible for communicating to parents, the requirements of participating in the program. This includes:
- A personal or school issued computer or other device
- Headphones
- A list of programs and apps the student(s) will be required to use – complete with passwords
- A schedule of daily log-in times
- School supplies to complete assigned tasks
- Lunch and snack(s) – peanut free program
- Other materials as assigned by the school
- Daily verification of work completion
- Communication with your child’s teacher(s) and school

Company will provide to the City a unique link for registration that parents shall utilize, that will not be made available to the public. Additionally, Company will communicate weekly registration reports for the City to verify employment.

The City of Dayton will share Company’s Learning Pod Policy Letter with each participant and will keep on file a signed copy confirming receipt of the document.
Exhibit B

Company's Learning Pod Summary of rates for services provided:

1. $300.00 - Weekly rate, Monday through Friday, 7:30am to 4pm, per student

2. $140.00 - Weekly rate, two day option (Monday & Friday OR Tuesday & Thursday) 7:30am to 4pm, per student

3. $24.30 - Hourly rate per employee, Monday through Friday, 4pm to 5:30pm, after hour care. Two (2) employees will be utilized for after hour care when 0-18 students are present. When there are nineteen (19) or more, three (3) employees will be utilized.
City Manager’s Report

From: 2600 - Economic Development
Address: 4770 Duke Drive, Suite 300
Mason, Ohio 45040

Date: October 21, 2020
Expense Type: Contract Modification
Total Amount: $50,000.00 thru 12-31-2021

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<td>$50,000.00</td>
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Includes Revenue to the City: [ ] Yes [ ] No
Affirmative Action Program: [ ] Yes [ ] No [ ] N/A

Description

Amendment to Professional Services Agreement

The Department of Economic Development is requesting approval of a Second Amendment to a Professional Services Agreement executed with Hull & Associates, Inc. on October 18, 2017. The Agreement was for environmental consulting and testing services in connection with funding from a U.S. Environmental Protection Agency Brownfield Assessment Grant ("Grant"). The Agreement is fully funded by the Grant.

The Amendment adds additional funds to the Agreement based on the City’s Grant. Only a portion of the grant funds were originally encumbered, so that we could allocate additional funds as needed over the course of the grant term. This brings the total funding for the Agreement to $200,000.00.

The consultant was originally selected through a competitive Request for Proposal (RFP) process in conjunction with the Division of Procurement.

The Second Amendment to the Agreement will be effective upon execution and will expire on December 31, 2021.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

[Signature]

Department

[Signature]

City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tbody>
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<td>$</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Required Documentation

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

| Amount: | $50,000.00 |
| Fund Code | 28105 - 2600 - 1159 - 41 - Loc |

| Amount: |
| Fund Code | XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALs

Vendor Name: Hull & Associates, Inc.
Vendor Address: 4770 Duke Drive, Suite 300 Mason OH 45040
Street City State Zipcode + 4
Federal ID: 34-1549829
Commodity Code: 91885
Purpose: Amendment to Professional Service Agreement for consulting services in connection with the City's Brownfield Assessment Grant from the US Environmental Protection Agency (EPA).

Contact Person: Jill Bramini
Economic Development
Department/Division 10/9/2020

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 10/13/2020

CF Prepared by: [Signature] 10/13/2020

CF/CT Number: CT17-1822

October 18, 2011
October 9, 2020

TO: Shelley Dickstein, City Manager
    City Manager’s Office

    LaShea Lofton, Acting Director
    Finance Department

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


Attached please find a Certificate of Funds and related materials for an Amendment to Professional Services Agreement with Hull & Associates, Inc. The Agreement is for environmental consulting and testing services in connection with funding from a U.S. Environmental Protection Agency Brownfield Assessment Grant. As such, the Department of Economic Development finds it appropriate to enter into the agreement at this time.

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

FPW/jkb
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment"), is between the City of Dayton, Ohio ("City") and Hull & Associates, Inc., an Ohio corporation with offices for the transaction of business at 4770 Duke Drive, Suite 300, Mason, Ohio 45040 ("Consultant").

WHEREAS, On October 18, 2017 the City Commission approved a professional services agreement ("Agreement") between the City and the Consultant that allowed the Consultant to provide environmental consulting and testing services in connection with a Brownfield Assessment Grant from the U.S. Environmental Protection Agency ("EPA"); and,

WHEREAS, On December 27, 2019 the City Manager approved a First Amendment to Professional Services Agreement ("First Amendment"), which extended the term of the Agreement; and,

WHEREAS, In order to accommodate the City’s need for additional services, both parties have agreed to further amend the Agreement; and,

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, the City and Consultant agree to amend the Agreement as follows:

1. The first sentence of Article 2, TERM AND TERMINATION, is hereby deleted in its entirety and replaced with the following:

   This Agreement is effective upon execution by the City and will expire December 31, 2021, unless extended or terminated by mutual agreement of the parties.

2. The first sentence of Article 3, COMPENSATION, is hereby deleted in its entirety and replaced with the following:

   Total remuneration in this Agreement shall not exceed Two Hundred Thousand Dollars and Zero Cents ($200,000.00) for the Services provided.

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

[Remainder of Page Left Intentionally Blank]
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

CITY OF DAYTON, OHIO

____________________________
City Manager

Date: ______________________

APPROVED AS TO FORM
AND CORRECTNESS:

☑️ Recoverable Signature

× Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

HULL & ASSOCIATES, INC.

By: ______________________

Its: ______ Vice President ______

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

___________________________________, 2020

Min./Bk. ____________ Page _________

____________________________
Clerk of the Commission
City Manager's Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Terracon Consultants, Inc.
Address 611 Lunken Park Drive
Cincinnati, OH 45226
Date October 21, 2020
Expense Type Contract Modification
Total Amount $25,000.00 thru 12-31-2021

Fund Source(s) Fund Code(s) Fund Amount(s)
2016 EPA Brownfield 28105-2600-1159-41 $25,000.00

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

Description

Amendment to Professional Services Agreement

The Department of Economic Development is requesting approval of a Second Amendment to a Professional Services Agreement executed with Terracon Consultants, Inc. October 18, 2017. The Agreement was for environmental consulting and testing services in connection with funding from a U.S. Environmental Protection Agency Brownfield Assessment Grant ("Grant"). The Agreement is fully funded by the Grant.

The Amendment adds additional funds to the Agreement based on the City's Grant. Only a portion of the grant funds were originally encumbered, so that we could allocate additional funds as needed over the course of the grant term. This brings the total funding for the Agreement to $175,000.00.

The consultant was originally selected through a competitive Request for Proposal (RFP) process in conjunction with the Division of Procurement.

The Second Amendment to the Agreement will be effective upon execution and will expire on December 31, 2021.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
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<tr>
<td>Remaining Commission Approval</td>
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</tr>
</tbody>
</table>

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: $25,000.00 |
| Fund Code 28105 - 2600 - 1159 - 41 - |

| Amount: |
| Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALs

Vendor Name: Terracon Consultants, Inc.
Vendor Address: 611 Lunken Park Drive Cincinnati OH 45226
Federal ID: 42-1249917
Commodity Code: 91885
Purpose: Amendment to Professional Service Agreement for consulting services in connection with the City's Brownfield Assessment Grant from the US Environmental Protection Agency (EPA).

Contact Person: Jill Bramini
Economic Development Department/Division Date: 10/9/2020

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.

Finance Director Signature: [Signature]
Date: 10/13/2020

Prepared by: [Signature]
Date: 10/13/2020
CF/CT Number: CT17-1823

October 18, 2011
October 9, 2020

TO: Shelley Dickstein, City Manager
   City Manager’s Office

   LaShea Lofton, Acting Director
   Finance Department

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

SUBJECT: Request for Certificate of Funds – Terracon Consultants, Inc.

Attached please find a Certificate of Funds and related materials for an Amendment to Professional Services Agreement with Terracon Consultants, Inc. The Agreement is for environmental consulting and testing services in connection with funding from a U.S. Environmental Protection Agency Brownfield Assessment Grant. As such, the Department of Economic Development finds it appropriate to enter into the agreement at this time.

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

FPW/jkb
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment"), is between the City of Dayton, Ohio ("City") and Terracon Consultants, Inc., an Ohio corporation with offices for the transaction of business at 611 Lunken Park Drive, Cincinnati, Ohio 45226 ("Consultant").

WHEREAS, On October 18, 2017 the City Commission approved a professional services agreement ("Agreement") between the City and the Consultant that allowed the Consultant to provide environmental consulting and testing services in connection with a Brownfield Assessment Grant from the U.S. Environmental Protection Agency ("EPA"); and,

WHEREAS, On November 27, 2019 the City Manager approved a First Amendment to Professional Services Agreement ("First Amendment"), which extended the term of the Agreement; and,

WHEREAS, In order to accommodate the City’s need for additional services, both parties have agreed to further amend the Agreement; and,

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, the City and Consultant agree to amend the Agreement as follows:

1. The first sentence of Article 2, TERM AND TERMINATION, is hereby deleted in its entirety and replaced with the following:

   This Agreement is effective upon execution by the City and will expire December 31, 2021, unless extended or terminated by mutual agreement of the parties.

2. The first sentence of Article 3, COMPENSATION, 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 Zero Cents ($175,000.00) for the Services provided.

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

[Remainder of Page Left Intentionally Blank]
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

CITY OF DAYTON, OHIO

__________________________
City Manager

Date: ______________________

APPROVED AS TO FORM
AND CORRECTNESS:
☐ Recoverable Signature

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

TERRACON CONSULTANTS, INC.

By: ______________________

Its: Senior Project Manager

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

__________________________, 2020

Min./Bk.______________ Page _________

__________________________
Clerk of the Commission
City Manager’s Report

From 6550 - RYS/Golf

Supplier, Vendor, Company, Individual

Name Prior to Tee Time LLC

Address 5555 Germantown Pike
          Dayton, Ohio 45418

Date October 21, 2020

Expense Type Service Agreement

Total Amount $105,000.00 thru 12/31/2020

Includes Revenue to the City ( ) Yes ( ) No

Affirmative Action Program ( ) Yes ( ) No ( ) N/A

Description

Request to Increase Spending Authority

The Department of Recreation and Youth Services Division of Golf requests to increase the spending authority for the service agreement with Prior to Tee Time LLC for Golf Professional Services and Use of Space at Community Golf Club. The requested amount of $105,000.00 will increase spending authority from $808,200.00 to $913,200.00.

The City Commission approved spending authority of $808,200.00 on October 18, 2017. Due to the increase in play at Community Golf Course, the percentage-based revenue from proshop sales (100%), lessons (100%), driving range (90%) and cart rentals (20%) is projected to exceed the approved amount. An additional $105,000.00 is needed to cover the amount due to Prior to Tee Time LLC through December 31, 2020.

The Law Department has reviewed this agreement and determined that a contract amendment is not required per the percentage-based terms of the original agreement.

A Certificate of Revenue for the contract in the amount of $705,000 is attached in order to receive revenue from pro shop sales, lessons, driving range and cart concessions for the term of the contract to include the increase amount of $105,000.00 from $600,000.00.

A Certificate of Funds in the amount of $913,200.00 is attached in order to pay for golf professional services, golf shop personnel and reimbursed revenue from pro shop sales, lessons, driving range and cart concessions to include the increase amount of $105,000.00 from $808,200.00.

Kelly Pressel

Digital Version Updated 04/2020

Approved by City Commission

Clerk

Date

Updated 10/2019
**CERTIFICATE OF FUNDS**

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

<table>
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**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

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<tr>
<td>Fund Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALS**

- Vendor Name: Prior to Tee Time
- Vendor Address: 5555 Germantown Pike Dayton OH 45418
- Federal ID: 262020217
- Commodity Code: 96199
- Purpose: Golf Professional payments per contract at Community Golf Course for FY20

Request to increase the second sequence of this encumbrance due to increased demand at Community Golf Club.

The contract remains unchanged.

<table>
<thead>
<tr>
<th>Contact Person: Meredith Weber x1735</th>
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<tbody>
<tr>
<td>Department/Division</td>
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<tr>
<td>RYS</td>
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**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.

Finance Director Signature: [Signature] 10/14/2020

Finance Department

October 18, 2011
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name ____________________________
Address ____________________________
City Dayton State OH Zip+4 45418 -
Customer # 26202017 Address Location # ________________
Federal ID# 26202017

Revenue Information: Fund 59000 Organization 6550 Revenue 24111 Program 56

Contract Information: Contract Start Date 1/1/18 Contract Expiration Date 12/31/20

Billing Information: Rate: Will Vary Arrears X Pre-bill ____________
Monthly (1st month of billing) January 2018
Quarterly (1st month of quarter) ________________________________
Semi-annual (1st month of half) _________________________________
Annual (1st month of billing) _________________________________
Other (explain) Bi-Monthly Invoices

Rate Change Date NA Rate Change Amount NA

Description of Services (wording on invoice):
Golf Professional will invoice the Division of Golf on a twice-a-month basis for revenue related to sales and miscellaneous receipts per contract (merchandise, cart concession, club rental, golf lessons and range ball receipts). All revenue collected will be paid in through the department’s pay-in process. The original estimated revenue for the three-year contractual period was $600,000.00. The revised estimate is $705,000.00.

Departmental Approval ____________________________ 10/15/2020

ROBIN LEIGH WILLIAMS

TO BE COMPLETED BY FINANCE

Revenue Contract Number 3-0217 Auditor D. Billy Date 10-15-2020

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 ____________________________

BACK
City Manager’s Report

From: 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual: James C. Weiler
Address: 324 E. Second Street
Dayton, Ohio 45402

Date: October 21, 2020
Expense Type: Other, (See Description Below)
Total Amount: $1,000.00 (Paid to City)

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<th>Fund Source(s)</th>
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Includes Revenue to the City: ☑ Yes  ☐ No
Affirmative Action Program: ☐ Yes  ☐ No  ☑ N/A

Description

SPECIAL USE PERMIT TO REMOVE BOLLARDS

Permission is requested that James C. Weiler, Inc., being the owner, for the use of 1000 S.F. of the N. Turpin Lane right-of-way for non-vehicular, pedestrian traffic only for entry to and egress from the rear of the existing building at 324 East Second Street.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 06/2016
APPLICATION
For License or Privilege in Public
Way of the City of Dayton, Ohio

MAIL PERMIT TO:
NAME: 2nd Street Holdings LLC
ADDRESS: 324 E. Second St
Dayton, OH. 45402
PHONE NO.: 937.416.0295

The undersigned James C Weiler being the owner and Dayton Barrel Works lessee of the following described premises, to wit: Being all or part of Lot No. N. Turpin Lane on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Madison St. & Lower Patterson Blvd, and are known as No. ) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Use of 1000 s.f. of the N. Turpin Right of Way for non-vehicular, pedestrian traffic only for entry to and egress from the rear of the existing building at 324 E. Second St. Owner may terminate the privilege sought hereunder at anytime upon written notice thereof to the City Engineer and approval of Dayton City Commission, provided, however, the access easement granted by

owner over owner’s premises in connection with this Application shall also be terminated at such time.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $1,000 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City;

that they will safeguard the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are a part of this contract by express reference. Notwithstanding the foregoing, owner may terminate the privilege sought hereunder at anytime upon written notice thereof to the City Engineer, provided, however, the access easement granted by owner over owner’s premises in connection with this Application shall also be terminated at such time.

WITNESS our signatures hereto this 7th day of July 2020

Witnessed in our presence:

Da Маyll B. Tomsky

Checked as to location and ownership:

K65

Recommended for approval:

Approved as to form:

City Engineer

City Attorney

Approved by the Commission of the City of Dayton, Ohio,

PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary d the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

Approved by:

Clerk of the Commission

Min. Bk. Pg.

Director of Public Works

City Manager

8/10/2020
Access easement shall be recorded at Montgomery County via Record Plan prior to permit approval.

7/15/2020 K. Steiner

Access easement shall be recorded at Montgomery County via Record Plan prior to permit approval.
July 28, 2020

TO:    Fred Stovall, Director
       Department of Public Works

FROM:  Joseph Weinel, Chief Engineer
       Division of Civil Engineering

SUBJECT:  Special Privilege Permit 940617 – N Turpin Lane

The Division of Civil Engineering has reviewed the above reference permit application and offer the following comments:

- Removable Bollards shall include reflectivity on both sides of bollards.
- Access easements at both ends of the closures shall be recorded before approval of the permit.

If you have any questions or need further information, please contact me at 4218.
July 20, 2020

TO: Fred Stovall, Director  
    Department of Public Works

FROM: Michael Powell, Director  
        Department of Water

SUBJECT: Special Privilege Permit No. 940617 – N. Turpin Lane

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to the use of 1000 S.F. of the N. Turpin Lane R/W for pedestrian traffic only to enter and exit the rear of 324 E. Second St.

If you have any questions, please contact Ben Botkin at 333-2058.
July 24, 2020

TO: Fred Stovall, Director
    Department of Public Works

FROM: Tony Kroeger, Planning Division Manager
      Department of Planning and Community Development

SUBJECT: Special Privilege Permit 940617 – N. Turpin Lane

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff supports the use of this alley as proposed. We agree with the input of Keith Steeber on 7/15/2020 that the access easements shall be recorded at Montgomery County via Record Plan prior to permit approval.

If you have questions, please contact me at ext. 3673.
City Manager’s Report

From: 2340 - Planning & CD / Land Use Administration
Supplier, Vendor, Company, Individual: Hector, Inc. DBA Coco’s Bistro
Address: 222 Warren Street, Dayton, Ohio 45402

Date: October 21, 2020
Expense Type: Other
Total Amount: $14,750.00 (thru 11/30/2020)

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<tr>
<th>Fund Source(s)</th>
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<td>$14,750.00</td>
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</table>

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

Description:

Dayton CARES Act Small Business Capital Grant Agreement – Hector, Inc. DBA Coco’s Bistro

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Hector, Inc. DBA Coco’s Bistro, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for new indoor air filtration systems and new outdoor heaters. This grant is funded by the City of Dayton’s CARES Act allocation and will help Hector, Inc. DBA Coco’s Bistro, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $14,750.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 1/2019

Division

Department

City Manager

FORM NO. MS-16
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
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<tr>
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<tr>
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<td>$ -</td>
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<td>Original CT/CF</td>
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<tr>
<td>Increase Encumbrance</td>
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<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation

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

Amount: $ 14,750.00

Fund Code:

| 28133 | 2340 | 1385 | 31 | CRF07 | XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Hector, Inc. DBA Coco's Bistro
Vendor Address: 222 Warren Street, Dayton, Ohio 45402
Federal ID: 20-0795917
Commodity Code: 5789708
Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683
Planning & Community Development Department/Division 10/8/2020

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.

Finance Director Signature

Planning & Community Development Department/Division 10/8/2020

CF Prepared by

October 18, 2021
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT (“Agreement”) is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio (“City”), and HECTOR, INC. DBA COCO’S BISTRO, an Ohio corporation (“Recipient”).

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant (“City Grant”) in the amount of Fourteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($14,750.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

Hector, Inc. DBA Coco’s Bistro, is a locally-owned Dayton, Ohio small business that operates a full service bar and restaurant.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Fourteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($14,750.00) (“Grant Amount”) within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered “Eligible Expenses” that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including
new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;
3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.
C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

D. Recipient agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

E. Reimbursement to Recipient will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

**ARTICLE 7. TERM AND TERMINATION.**

This Agreement shall terminate November 30, 2020 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Recipient’s assets is appointed by a court of competent jurisdiction.

2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. Recipient’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.

4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.

5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

**ARTICLE 8. INDEMNIFICATION.**

Recipient shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all 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 performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

**ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.**

Recipient 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 City to terminate this Agreement at its option.

ARTICLE 10. POLITICAL CONTRIBUTIONS.
Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 11. RECORDS AND RETENTION.
Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, “Records”). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Recipient shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Recipient and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.
Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. GENERAL PROVISIONS.
A. Conflict of Interest. Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Recipient further
covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. 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.

C. **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.

D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.

F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

   **For City:** Susan Vincent  
   Planning and Community Development  
   City of Dayton  
   P.O. Box 22, 101 W. Third Street  
   Dayton, OH 45401  
   Susan.vincent@daytonohio.gov  
   (937) 333 - 3683

   **For Recipient:** Karen Wick-Gagnet  
   Hector Inc. DBA Coco's Bistro  
   222 Warren Street  
   Dayton, Ohio 45402  
   karen@228coco.com  
   (937) 901-4737

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this
Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

HECTOR, INC. DBA COCO'S BISTRO

By: [Signature]
Print name: [Signature]
Its: 

CITY OF DAYTON, OHIO

City Manager

Date

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

[Signature], 2020

Min. / Bk. Pg.

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

☐ Recoverable Signature

X John Musto for
City Attorney

Signed by: Musto, John
EXHIBIT A
<table>
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<tr>
<th>Item</th>
<th>Eligible Expense Category</th>
<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
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<td>Each</td>
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<td>$5,000.00</td>
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<th>Item</th>
<th>Eligible Expense Category</th>
<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
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**Total Grant Request** $14,750.00

**Ineligible Expenses**

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<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
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</table>
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

---

**II. Expense Report**

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

\[
\text{Projected} - \text{Actual} = \text{Difference}
\]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? *(Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)*

*Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

---

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
City Manager’s Report

Date October 21, 2020
Expense Type Other
Total Amount $10,813.82 (THRU 11/30/2020)

From 2340 - Planning & CD / Land Use Administration
Supplier, Vendor, Company, Individual
Name South Park Ventures Inc.
Address 5280 Applecreek Road
Dayton, Ohio 45429

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<th>Fund Amount(s)</th>
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<td>Coronavirus Aid, Relief, and Economic Security (CARES) Act</td>
<td>28133-2340-1385-31-CRF07</td>
<td>$10,813.82</td>
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Includes Revenue to the City ☑ Yes ☐ No
Affirmative Action Program ☑ Yes ☐ No ☐ N/A

Description

Dayton CARES Act Small Business Capital Grant Agreement – South Park Ventures Inc.

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with South Park Ventures Inc., to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for an expanded outdoor eating area. This grant is funded by the City of Dayton’s CARES Act allocation and will help South Park Ventures Inc., alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. South Park Ventures Inc., operates South Park Pizza Tavern at 1301 Wayne Avenue in Dayton, Ohio, which is the physical address receiving such capital improvements as funded by this grant. The City is awarding a $10,813.82 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 1/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

______ Renewal Contract

______ Change Order

Contract Start Date: 10/21/20
Expiration Date: 11/30/20

Required Documentation

Original Commission Approval: $10,813.82
Initial City Manager’s Report
X

Initial Encumbrance: $10,813.82
Initial Certificate of Funds
X

Remaining Commission Approval
Initial Agreement/Contract

Original CT/CF

Increase Encumbrance

Decrease Encumbrance: $-

Copy of City Manager’s Report
Copy of Original Certificate of Funds

Amount: $10,813.82

Fund Code:
28133 - 2340 - 1385 - 31 - CRF07 - XXXX

Fund
Org
Acct
Prog
Act
Loc

Amount:

Fund Code:

Vendor Name: South Park Ventures Inc.
Vendor Address: 5280 Applecreek Road, Dayton, Ohio 45429

Federal ID: 81-4652607

Commodity Code: 5789cf

Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683

Planning & Community Development

Department/Division

Date: 10/8/2020

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.

Finance Director Signature: [Signature]

Date: 10/15/2020

CF Prepared By:

Date: 10/15/2020

CF/CT Number: CT20-2659

Finance Department

October 18, 2021
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT (“Agreement”) is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio (“City”), and SOUTH PARK VENTURES INC., an Ohio corporation (“Recipient”).

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small business Capital Grant (“City Grant”) in the amount of Ten Thousand Eight Hundred Thirteen Dollars and Eighty-Two Cents ($10,813.82); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

South Park Ventures Inc. is a locally-owned Dayton, Ohio small business that offers a full service restaurant and bar.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Ten Thousand Eight Hundred Thirteen Dollars and Eighty-Two Cents ($10,813.82) (“Grant Amount”) within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered “Eligible Expenses” that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including
new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;
3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.
C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

D. Recipient agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

E. Reimbursement to Recipient will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 5. TERM AND TERMINATION.

This Agreement shall terminate November 30, 2020 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Recipient’s assets is appointed by a court of competent jurisdiction.

2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. Recipient’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.

4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.

5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

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Recipient shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all 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 performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient 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 City to terminate this Agreement at its option.

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

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All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Recipient and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 10. TAX REPRESENTATION.
Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101, et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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A. Conflict of Interest. Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Recipient further
covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. 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.

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D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.

F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

   **For City:**
   Susan Vincent  
   Planning and Community Development  
   City of Dayton  
   P.O. Box 22, 101 W. Third Street  
   Dayton, OH 45401  
   Susan.vincent@daytonohio.gov  
   (937) 333 - 3683

   **For Recipient:**
   Jordan Roe  
   South Park Ventures Inc.  
   5280 Applecreek Road  
   Dayton, Ohio 45429  
   jroe.45@gmail.com  
   (937) 654 - 3565

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable,
invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

By: __________________________

Print name: Jordan Roe

Its: President

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:

9/22/2020

John Musto for

City Attorney

Signed by: Musto, John
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**Total Grant Request:** $10,813.82
CARES Act Small Business Capital Grant
-- FINAL REPORT --

Business name ____________________________ Date ______________________
Address ____________________________ Grant number 11791
Zip ____________________________ Grant amount $_______________

Final report completed by:

Name ____________________________ Phone ____________________________
Title ____________________________ Email ____________________________

I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

```
Projected - Actual = Difference
```

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? *(Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)*

*Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
Dayton CARES Act Small Business Capital Grant Agreement – Speakeasy Yoga, LLC

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Speakeasy Yoga, LLC, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business purchase new air circulation and purification equipment. This grant is funded by the City of Dayton’s CARES Act allocation and will help Speakeasy Yoga, LLC, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $14,189.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Approved by City Commission

Clerk

Date

Updated 1/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

| X | New Contract | Renewal Contract | Change Order |

Contract Start Date: 10/21/20
Expiration Date: 11/30/20

Original Commission Approval: $14,189.00
Initial Encumbrance: $14,189.00
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: $14,189.00

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</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: SPEAKEASY YOGA, LLC
Vendor Address: 510 E. Third Street, Dayton, Ohio 45402
Federal ID: 47-5549667
Commodity Code: 57899 CF

Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683
Planning & Community Development Department/Division: 10/8/2020
Date
Origining Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 10/15/2020
CF Prepared by: 10/15/2020
CF/CT Number: CT20-2461

October 18, 2011
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT (“Agreement”) is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio (“City”), and SPEAKEASY YOGA, LLC, (“Recipient”) an Ohio for profit Limited Liability Company.

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant (“City Grant”) in the amount of Fourteen Thousand One Hundred Eighty-Nine Dollars and Zero Cents ($14,189.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Recipient agree as follows:

ARTICLE 1. RECIPIENT.
Speakeasy Yoga, LLC, is a locally-owned Dayton, Ohio small business that provides yoga classes online and in person.

ARTICLE 2. PAYMENT.
City will provide Recipient a City Grant in an amount not to exceed Fourteen Thousand One Hundred Eighty-Nine Dollars and Zero Cents ($14,189.00) (“Grant Amount”) within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that it shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.
The City and Recipient agree that the following items shall be considered “Eligible Expenses” that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces; and,

3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes
stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

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Planning and Community Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401
Susan.vincent@daytonohio.gov
(937) 333 – 3683
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**IN WITNESS WHEREOF,** City and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

**SPEAKEASY YOGA, LLC**

By: [Signature]

Print name: tori reynolds

Its: owner

**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:

☑ Recoverable Signature

X John Musto for
City Attorney

Signed by: Musto, John
### CARES Act Small Business Capital Grant Budget

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**Total Grant Request** $14,189.00
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

   
   \[
   \text{Projected} \quad - \quad \text{Actual} = \quad \text{Difference}
   \]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? *(Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)*

   *Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
City Manager’s Report

From 2340 - Planning & CD / Land Use Administration
Supplier, Vendor, Company, Individual
Name Stoan Holdings LLC.
Address 905 E. Third Street
Dayton, Ohio 45402

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

Description

Dayton CARES Act Small Business Capital Grant Agreement – Stoan Holdings LLC.

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Stoan Holdings LLC., to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for an expanded outdoor entertainment and seating area. This grant is funded by the City of Dayton’s CARES Act allocation and will help Stoan Holdings LLC., alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. Stoan Holdings LLC., operates The Brightside at 905 E. Third Street in Dayton, Ohio, which is the physical location receiving such capital improvements as funded by this grant. The City is awarding a $15,000.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date 10/21/20
Expiration Date 11/30/20

Original Commission Approval $ 15,000.00
Initial Encumbrance $ 15,000.00
Remaining Commission Approval $ -

Original CT/CF
Increase Encumbrance
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: $ 15,000.00

Fund Code 28133 - 2340 - 1385 - 31 - CRF07 - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Stoan Holdings LLC.
Vendor Address: 905 E. Third Street, Dayton, Ohio 45402
Street City State Zip code + 4
Federal ID: 27-1188697
Commodity Code: n/a 57899 e

Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683
Planning & Community Development Department/Division 10/8/2020 Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 10/15/2020 Date

CF Prepared by 10/15/2020 CF/CT Number

Finance Department October 18, 2011
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and STOAN HOLDINGS LLC, an Ohio for profit Limited Liability Company ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, City and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

Stoan Holdings LLC, is a locally-owned Dayton, Ohio small business that provides an event center and bar for private parties and events.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered "Eligible Expenses" that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including
new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;
3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient's business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient's business started operating prior to March 27, 2020.

In the event Recipient's representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.
C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

D. Recipient agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

E. Reimbursement to Recipient will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 5. TERM AND TERMINATION.
This Agreement shall terminate November 30, 2020 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Recipient’s assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within 10 business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 6. INDEMNIFICATION.
Recipient shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all 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 performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.
Recipient 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 City to terminate this Agreement at its option.

ARTICLE 8. POLITICAL CONTRIBUTIONS.
Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 9. RECORDS AND RETENTION.
Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Recipient shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Recipient and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 10. TAX REPRESENTATION.
Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101, et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 11. GENERAL PROVISIONS.
A. Conflict of Interest. Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient further
covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. 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.

C. **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.

D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.

F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City:  
Susan Vincent  
Planning and Community Development  
City of Dayton  
P.O. Box 22, 101 W. Third Street  
Dayton, OH 45401  
Susan.vincent@daytonohio.gov  
(937) 333 - 3683

For Recipient:  
Carmela M. Dixon  
Stoan Holdings LLC  
905 E. Third Street  
Dayton, Ohio 45402  
thebrightsidedayton@gmail.com  
(937) 902 - 1722

II. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect
the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

STOAN HOLDINGS LLC

By: __________________________
Print name: Camela M. Dixon
Its: Managing Member

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:

9/24/2020

X Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia

Min. / Bk. __________  Pg. __________

Clerk of the Commission
## CAES Act Small Business Capital Grant Budget

**Business Name:** John Holdings, LLC  
**Phone number for payment/budget questions:** 973-302-1732  
**Application Contact Name:** John Smith  
**Email Address for payment/budget questions:** johnsmith@email.com  
**Mailing address for grant check:** 655 E. Third Street  
**Section:** ON  
**CH:** 484022

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**Total Grant Request:** $29,924.00
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant-funded improvements, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

<table>
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<tr>
<th>Projected</th>
<th>Actual</th>
<th>Difference</th>
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2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? (Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)

*Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Attorney General of Ohio in an Amount not to exceed Forty Nine Thousand Three Hundred Sixty Two Dollars and Zero Cents ($49,362.00) on behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Pursuant to the United States Victims of Crime Act ("VOCA"), the Attorney General of Ohio offers grants to local governments for crime victim assistance programs; and

WHEREAS, The City of Dayton submitted a VOCA grant application seeking funding for the continuation of its Victim/Witness Coordination Unit, which was established in 1996, to meet the needs of the victims who participate in the criminal justice system; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed a grant application on behalf of the City of Dayton; and

WHEREAS, The Attorney General of Ohio may approve the City of Dayton’s grant application and may award the City a Forty Nine Thousand Three Hundred Sixty Two Dollars and Zero Cents ($49,362.00) VOCA grant, which requires a local match of funds in the amount of Twelve Thousand Three Hundred Forty Dollars and Fifty Cents ($12,340.50); and

WHEREAS, For the timely acceptance of the VOCA grant award and the immediate preservation of the public peace, property, health and safety, it is necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a VOCA grant in the amount of Forty Nine Thousand Three Hundred Sixty Two Dollars and Zero Cents ($49,362.00) from the Attorney General of Ohio, and to take all actions necessary to provide the required local match of funds in the amount of Twelve Thousand Three Hundred Forty Dollars and Fifty cents ($12,340.50) for the VOCA grant.
Section 2. That for the reasons stated in the preamble hereof, this Resolution is an emergency measure and shall take effect immediately upon its passage.

ADOPTED BY THE COMMISSION........................., 2020

SIGNED BY THE MAYOR................................., 2020

Mayor Nan Whaley, City of Dayton, Ohio

ATTEST:

________________________
Clerk of Commission

APPROVED AS TO FORM:

________________________
City Attorney
October 13, 2020

TO: Shelley Dickstein  
City Manager

FROM: Barbara J. Doseck  
City Attorney

SUBJECT: Resolution

Attached is the Resolution accepting a grant award from the Ohio Attorney General in the amount of $49,362.00. This grant award continues the funding of the Victim/Witness Coordination Unit in the Prosecutor's office which provides one (1) full time Victim Advocate Coordinator, one (1) part-time Victim Advocate Coordinator and one (1) Student Volunteer. The grant requires a local match of funds in the amount of $12,340.50.

Should you have any questions, please contact Chief Prosecutor Stephanie Cook at x4414.

cc: L. Lofton  
    J. Parlette
October 6, 2020

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00346

Amend the Provisions of Planned Development PD-174 for The Residence at South Park

Applicant: The Flats At South Park II LLC c/o Bill Hibner
4197 Research Blvd
Beavercreek, Ohio 45430

Description: Amend Zoning Map Text for Planned Development overlay PD-174 for approximately 1.26 acres of vacant property located on the 600 block of Warren Street and change the building use from condos to apartments, change the number of units from 27 to 51, and change the number of surface parking spaces from 64 to 70.

Board Action: Date: October 21, 2020
Decision: Recommended Approval with Conditions

Attachments: 1. Plan Board Minute Record
2. Plan Board Case Report
3. Copy of Ordinance

If you have any questions, please contact Susan Vincent at ext. 3683.

GS/sev

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

September 14, 2020

TO: Rashella Lavender, Clerk of Commission
    Office of the City Commission

FROM: Tony Kroeger, Secretary
       City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2020-00346
          Rezone 1.26 acres encompassing the 600 block of Warren Street (City Lot
          85131) to modify Planned Development-174 and to approve the Final Plan for
          The Flats At South Park II.

Applicant: The Flats At South Park II LLC c/o Bill Hibner
           4197 Research Blvd
           Beavercreek, Ohio 45430

Description: Rezone 1.26 acres encompassing the 600 block of Warren Street to modify
              Planned Development-174 and to approve the Final Plan for The Flats At South
              Park II. The Parcel Identification Numbers that comprise this case are: R72 01904
              0056 through 65, R72 01913 0001 through 5, R72 02801 0035 through 37, and
              R72 02801 0048 through 49.

Board Action: Date: September 8, 2020 Decision: Recommended Approval with
               modifications

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the
         appropriate notice. It is requested that the Public Hearing is scheduled for
         Wednesday, October 21, 2020 at 6:00 P.M.

Advertising: Advertise Public Hearing on Friday, September 18, 2020
             Advertise in a newspaper of general circulation and mail a notice to mailing list
             when the notice is published.

Attachments: Legal Notice
              Mailing List

If you have any questions, please contact me at ext. 3673. Thank you.

c: Case File, w/ attachment
Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, October 21, 2020 at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on October 21, 2020, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than October 20, 2020 and the decision will be posted on the City of susan.vincent@daytonohio.gov by 3:00 P.M. on October 20, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment

Rezone 1.26 acres encompassing the 600 block of Warren Street to modify Planned Development-174 and to approve the Final Plan for The Flats At South Park II. The Parcel Identification Numbers that comprise this case are: R72 01904 0056 through 65, R72 01913 0001 through 5, R72 02801 0035 through 37, and R72 02801 0048 through 49.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Susan Vincent, contact information above.

By order of the City Commission of the City of Dayton, Ohio.

RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION
City of Dayton
City Plan Board

Summary Minute Record
September 8, 2020

6. PLN2020-00346 – Zoning Map Text Amendment for Planned Development PD-174 for The Residence at South Park located on the 600 block of Warren Street.
   Applicant: The Flats At South Park II LLC (Bill Hibner)
   4197 Research Blvd
   Beavercreek, Ohio 45430
   Priority Land Use Board: Downtown
   Decision: Approved with conditions
   Planning District: South Park

Staff comments
Susan Vincent presented the case - zoning map amendment request to modify the existing Planned Development 174 (PD-174) adopted in 2017 to reflect the revised site plan and use as follows: change use from condos to apartments, change number of units from 27 to 51, and change the number of surface parking spaces from 64 to 70 located on the 600 block of Warren Street. The property is currently vacant and is the first phase of PD-174.

Vincent described the phasing for PD-174. It was adopted with two phases; the subject of this case is Phase I: the development plan for a multi-family residence at the 600-block of Warren St (area bordered by Adams St, Warren St, Cline St, and Nathan PI). The subject site is currently vacant and zoned for MNC Mature Neighborhood Commercial with a Planned Development Overlay (PD-174). The proposed multi-family dwelling is a permitted use in the underlying MNC District. No changes are being proposed for the land use or zoning.

Vincent described the proposed changes to the adopted site plan including the increase in density and the reduction in overall parking. The summary of changes to the site plan includes changing condos to apartments, increasing the number of units from 27 to 51, and eliminating the underground parking garage. The approved PD-174 included a 28-space underground parking garage and two surface parking lots with an additional 64 spaces, for a grand total of 92 spaces for 27 units. Standard zoning code requirements (Section 150.700.7 (1)(j)) call for 1.5 parking spaces per unit with an additional 1 parking space per 10 units for visitors, in addition to a 25% of total bedrooms requirement for bicycle parking spaces. PD-174 required 3 parking spaces per unit plus an additional 10 spaces for visitors in addition to required bike parking.

Revised plans show a 70-space surface parking lot for 51 units and 63 bedrooms. Staff proposes a minimum parking requirement of 1 parking space per unit plus 3 parking spaces per 10 units for visitors and the required 25% of total number of bedrooms for bicycle parking. The minimum off-street parking spaces required would total 66 vehicle spaces and 16 bicycle parking spaces. The revised site plan exceeds these minimum standards. Bicycle parking spaces are located on the south elevation of the building.

Vincent shared that the Greater Downtown Priority Land Use Board met on August 9 and August 19th to discuss the case. On August 19th the Historic South Park neighborhood president also attended. The Land Use Board voted to support the amendment to the Planned Development with the recommended condition that parking meet the minimum zoning code standards.
Comments/Board Discussion
Mr. Sauer asked for clarification regarding the way Planned Developments (PDs) are modified and if PDs supercede design standards from the underlying zoning code. Mr. Kroeger provided guidance on the nature of Planned Developments and how they are typically modified.

Mr. Payne asked for the rationale for the change from condos to apartments and asked if there are any anticipated changes for the balance of the PD. Bill Hibner (Greater Dayton Construction, 4197 Research Blvd, Beavercreek, Ohio 45430) answered the question about why they are requesting a use change from condos to apartments by sharing the difficulty of selling all of the condos at once and explaining that the market for apartment is strong and were determined to be the appropriate use for the site.

Mr. Sauer asked if the corner at Warren and Adams could be a development parcel in the future. Mr. Hibner explained the location of an easement that splits the site which may make a development difficult and that there are no development plans for this corner at this time.

Mr. Scott asked for clarification on the garbage totes stored in the interior of the building and if there would be recycling. Mr. Hibner explained that the garbage and recycling totes are commercial units or small dumpsters that are stored inside the building and will be wheeled out once or twice weekly.

Mr. Scott expressed concerns regarding the change from condos to apartments. Mr. Hibner explained that there was some interest in condos but there was not enough interest to sell all 27 condos planned. In contrast, there is strong interest and demand for the apartments.

Mr. Scott asked for further details on the amenity room including justification for the size of the room. Mr. Hibner explained that it is a small game room with kitchenette that may be used by the tenants for private gatherings. It is not a public space but meant for tenants only. There are also storage units in the basement. Mr. Hibner assured the Board that the amenity room is sufficient in size in addition to the roof-top terrace.

Mr. Scott requested explanation on the parking needs for the full PD, how on-street parking will be incorporated, and how many bike parking spaces will be included on site. Mr. Hibner explained that the second phase of development will include individual garages for the single-family homes, that there have not been any parking issues so far, and does not expect future issues based on the number of off-street parking spaces that will be provided. Chris Godfrey (Oberer Thompson, 4197 Research Blvd, Beavercreek, Ohio 45430) shared that there are 16 bike parking spaces shown on the south elevation.

Ms. Pegues asked for clarification regarding the location and size of the roof-top terrace and for more information about the basement use. Mr. Hibner explained that the roof-top terrace is only on the south-side of the building and that the south-end of the basement is just foundation due to the elevation change of the site.
Mr. Sauer asked about the setback along Warren and if the front entrance on Warren is functional. Mr. Hibner explained that the setback is 13’ and the entrance on Warren is directly
opposite the rear entrance and will be tied into the same lobby. Guests and residents will be able to utilize the Warren Street entrance to access the building.

Mr. Sauer asked if there is any branding for the building and if it would be possible to include signage over the Warren Street entrance to re-enforce the urban design of the building. Mr. Hibner shared that the branding is not final but that they are willing to incorporate signage on the Warren Street entrance.

Mr. Scott asked for clarification regarding any feedback received from the South Park residents. Ms. Vincent shared that while Mark Keller attended the August 19th meeting no written statement was submitted for the Board’s consideration.

Mr. Sauer asked Mr. Carl Daugherty if the multi-family district sign regulations as identified in the PD make sense for the current building and if it would allow signage on the frontage of the building. Mr. Daugherty confirmed that the sign code is appropriate for this location and would accommodate whatever branding desired for the building.

**Board Action**

A motion was made by Ms. Pegues, seconded by Mr. Payne and carried to find that the amendment to Planned Development 174 (PD-174), with Planned Development Standards, to change the use, density, and parking for 1.26 acres referenced as Phase 1 meets the required standards found in R.C.G.O. §150.350.7 (A-H) as outlined in the staff report with the following conditions:

1. Building branding signage shall be installed at the Warren Street pedestrian entrance to reinforce the urban character of the building;
2. Updated landscaping plan shall be submitted for review and approval by City Staff indicating the revised front entrance as presented in the elevations; and,
3. A lighting plan shall be submitted for review and approval by City Staff.

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<th>Member</th>
<th>Present</th>
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<tr>
<td>Mr. Richard Wright</td>
<td>Not present</td>
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<tr>
<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
<td>Mr. Paul Bradley</td>
</tr>
<tr>
<td>Mr. Jeff Payne</td>
<td>Yes</td>
<td>Mr. Matt Sauer</td>
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<td>Mr. Greg Scott</td>
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Minutes approved by the City Plan Board on October 13, 2020.

Tony Kroeger, Secretary
City Plan Board
CITY PLAN BOARD REPORT
Case# PLN2020-00346
600 Block of Warren Street

September 8, 2020

Request/Description: Request to modify existing Planned Development 174 (PD-174) adopted in 2017 to reflect the revised site plan and use as follows: change use from condos to apartments, change number of units from 27 to 51, and change the number of surface parking spaces from 64 to 70 located on the 600 block of Warren Street.

BACKGROUND

Applicant:
The Flats At South Park II LLC c/o Bill Hibner
4197 Research Blvd
Beavercreek, Ohio 45430

Owner:
The Flats At South Park II LLC
4197 Research Blvd
Beavercreek, Ohio 45430

Land Use Board: Downtown
Neighborhood: South Park

Applicable Plans and Policies:
Zoning Code
CitiPlan 20/20
Livable Streets Policy

Agencies and Groups Contacted:
Property Owners within 250 feet
Greater Downtown Land Use Board
Historic South Park Neighborhood Association

CURRENT CONDITIONS

Existing Land Use/Zoning: Vacant land/ MNC
Proposed Land Use/Zoning: Multi-Family Residential/ MNC
South: Miami Valley Hospital Campus; CI
West: Miami Valley Hospital and General Commercial; CI & MNC
East: Single family residential and vacant land; MR-5
The proposed area for establishment of a Planned Development consists of approximately 1.26 acres, City Lot 85131.

STATUTORY REQUIREMENTS AND AUTHORITY

Refer to R.C.G.O. § 150.350 Planned Developments

GENERAL LAND USE ISSUES AND ANALYSIS

A Zoning Map Text Amendment request to modify existing Planned Development overlay PD-174 for approximately 1.26 acres of vacant property located on the 600 block of Warren Street. The requested amendment to PD-174 would change the building use from condos to apartments, change the number of units from 27 to 51, and change the number of parking spaces from 64 to 70.

Case Background

In June of 2015 (BZA case #027&028; 500 Warren St), MODA 4 Design (the architect for Greater Dayton Construction) submitted an application seeking conditional use approval for a drive thru and various variance reliefs for a proposed mixed-use development at the 500-block of Warren St (area bordered by Burns Ave, Nathan Pl, Cline St and Warren St.). The applicant proposed to construct a 4-story mixed-use building with 50 residential units, first floor commercial and office space, underground parking, and surface parking in the rear along Nathan Pl. The Board of Zoning Appeals approved the conditional use and variances with conditions.

In May of 2016 (BZA case #022&023; Warren St Flats), Greater Dayton Construction LTD returned to submit another application after discovering geological and geographical limits that made underground parking impossible. Similar to the 2015 case, the applicants were seeking conditional use approval for a drive-thru and various variance reliefs for a 4-story mixed-use development at the 500 Block of Warren St. At this time the applicant was proposing to construct a four story mixed use building with ground floor commercial space, 43 residential units, and surface parking lots on the rear and side of the building. In June of 2016 the Board of Zoning Appeals approved the conditional use and variance application with conditions. Construction of the Flats at South Park are currently underway.

The Flats at South Park were identified as a first phase of a larger development project for the area bordered by Warren St, Burns Ave, Alberta St, and Adams St. Citizen engagement at the Land Use Board meeting that was held prior to the June 2016 BZA hearing revealed a neighborhood desire for more involvement in the design review for future project phases, especially considering the neighborhood’s historic context.

In December 2017 (CPB case #33) the applicant, Greater Dayton Construction LTD, requested a PD overlay for the development of the rest of the site (the area bordered by Burns Ave, Alberta St, Adams St, Warren St, Cline St, and Nathan Pl). In January 2018, the City Commission adopted the proposed PD-174.
Until 2020, the property for Phase I remained under the ownership of the Miami Valley Hospital (MVH). The applicant, The Flats At South Park II LLC, recently finalized negotiations with MVH and upon transfer of the property submitted an application for final design review and an amendment to the text for existing PD-174.

**Subject Site and Vicinity:**

PD-174 is located in the South Park neighborhood and is bordered by Burns Ave, Alberta St, Adams St, Warren St, Cline St, and Nathan Pl. The property in Phase I and the subject of this amendment is on the 600 block of Warren St. Warren St is a collector street that connects the subject site to US-35 and downtown in the north, and to Miami Valley Hospital and University of Dayton in the south. Warren St is also connected to Brown Street. Burns Ave connects the site to the rest of the South Park neighborhood and also functions as a gateway entrance into the Historic South-Park District.

**Zoning and Land use:** The subject site is currently vacant and zoned for MNC *Mature Neighborhood Commercial* with a Planned Development Overlay (PD-174). Surrounding it are a variety of land uses including mature single-family homes, multi-family homes, general commercial businesses, hospital/institutional buildings, and restaurants.

**Proposed Changes to the Site Plan:**

PD-174 included two development phases; the subject of this case is Phase I: the development plan for a multi-family residence at the 600-block of Warren St (area bordered by Adams St, Warren St, Cline St, and Nathan Pl).

**Site and building plans:** PD-174 was approved with a 3-story, 27-unit condo building that included an underground parking garage and amenity room. This application still includes a three-story multi-family residential building located along Warren St in the north-west corner of the block and a mix of surface parking and landscaping covering the rest of the 1.26 acre block. The use is proposed to change from condos to apartments. Building plans for the first, second, and third floors show similar layouts of studio, one-, and two-bedroom units totaling 17 units per floor and 51 total units for the building. A lower level floor plan show a layout for a 1,820 SF storage unit space and a 1,370 SF amenity space.

The summary of changes to the site plan includes changing condos to apartments, increasing the number of units from 27 to 51, and eliminating the underground parking garage.

**Elevations:** Revised elevations submitted for consideration have not changed significantly from the adopted plans. Phase-1 building front elevations along Warren St show an elevation height of 39ft (versus the proposed 40 ft) with about 3ft of the basement wall visible above ground. The elevations show the following design elements: balconet for each unit on each floor, vertically oriented windows, 7 building columns, and a pedestrian entrance on the south end of the building. The rear elevation is mostly similar to front with the addition of a principal building entrance (including steps and an ADA ramp), and accesses to the underground storage and
amenity area. The left side elevation that faces Cline St shows an entrance/exit to the lower level amenity room.

The summary of changes to the elevations include the addition of a pedestrian entrance on Warren St and substituting balconets for true balconies.

**Land use and Zoning:** The proposed multi-family dwelling is a permitted use in the underlying MNC Mature Neighborhood Commercial District. No changes are being proposed for the land use or zoning.

**Architectural style:** The proposed site structure bears resemblance in style and scale to the neighboring Flats at South Park. No significant changes are proposed to the architectural style of the revised building.

**Parking:** The approved PD-174 included a 28-space underground parking garage and two surface parking lots with an additional 64 spaces, for a grand total of 92 spaces for 27 units. Standard zoning code requirements (Section 150.700.7 (1)(j)) call for 1.5 parking spaces per unit with an additional 1 parking space per 10 units for visitors, in addition to a 25% of total bedrooms requirement for bicycle parking spaces. PD-174 required 3 parking spaces per unit plus an additional 10 spaces for visitors in addition to required bike parking.

Revised plans show a 70-space surface parking lot for 51 units and 63 bedrooms. Staff proposes a minimum parking requirement of 1 parking space per unit plus 3 parking spaces per 10 units for visitors and the required 25% of total number of bedrooms for bicycle parking. The minimum off-street parking spaces required would total 66 vehicle spaces and 16 bicycle parking spaces. The revised site plan exceeds these minimum standards. Bicycle parking spaces are located on the south elevation of the building.

The surface parking lot has varying setbacks due to the geography of the site with a minimum setback of approximately 7 ft at the northwest corner fronting on Nathan and a maximum setback of approximately 60 ft at the southeast corner fronting Adams.

Lighting plans will remain similar to that which was originally proposed including poles located within parking lot islands, street lighting, and up-down lights on the building façade.

The summary of changes to the parking include a reduction of overall parking from 92 spaces to 70 with variations in landscaped setbacks between the public right-of-way and the surface parking lot.

**Landscaping and Screening:** The proposed landscaping plan shows flowers, grasses, and shrubs placed around the eastern, northern, and southern perimeters of the building. The surface parking landscaping and screening plans show 2.5 caliper trees placed every 30 ft. along street frontages and shrubs placed along Burns as required by the zoning code. There are no significant changes in the landscaping and screening between the adopted PD-174 and the proposed amendment.
The site plan amendment proposes to comply with the landscaping, off-street parking, and design requirement set for Mature Single Family Residential Districts. However, a lighting plan and bicycle parking are still required.

**Public Comment:**
The Greater Downtown Priority Land Use Board reviewed this case on August 9 and again on August 19, voting to support the amendment to the Planned Development with the recommended condition that parking meet the minimum zoning code standards. This condition would require that the surface parking lot include 81 parking spaces versus the proposed 70. The letter from the Land Use Board is attached.

**Conclusion:**
Overall, Planning Staff supports the proposed amendment to Phase 1 of PD-174 including the change from condos to apartments, the increase in density (27 units increased to 51), and an overall reduction in off-street parking spaces (92 spaces to 70). In addition, Planning Staff support the approval of the submitted final development plan with the following conditions:

1. Updated landscaping plan shall be submitted for review and approval by City Staff indicating the revised front entrance as presented in the site plan.
2. A lighting plan shall be submitted for review and approval by City Staff.

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**DETERMINATIONS AND FINDINGS**

R.C.G.O. Section 150.350.7 establishes the following development and design criteria to ensure that all proposed development and redevelopment complies with the purposes of this District; the Plan Board and City Commission should consider the following standards:

(A) The proposed plan is consistent with the goals and objectives of the City’s Comprehensive Plan;
The proposed changes to PD-174 do not alter the original intent of the adopted Planned Development which remain consistent with the City’s Comprehensive Plan, CitiPlan 20/20: Revised Land Use Principles (2007). The PD meets the following goals of CitiPlan 20/20:
- Provide Housing that meets the diverse social and income needs of the community.
- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
- Whenever possible, promote good urban design by using the Urban Design Guidelines and Pedestrian Oriented Design Standards when reviewing projects.
- Design new area and enhance or preserve older areas that convey a strong sense of place.

(B) The proposed plan is consistent with any other plan or policy statement for the orderly development of the City;
The proposed amendment to PD-174 is consistent with the following plans and policies for the
orderly development of the City:

2040 Transportation Plan
• Chapter 4: Complete Streets Elements

Greater Downtown Dayton Plan 2015-2020: Housing Goals
• Create an urban neighborhood with 18-hour-a day Street activity by developing 2,500
new housing units between 2010 and 2020.
• Increase the residential population in downtown’s core by 50% by 2020

Livable Street Policy
• Promote the use of the latest and best “complete streets” design standards principles,
policies, and guidelines within the context of the community.

(C) The proposed plan is consistent with the goals of this Zoning Code which include creating a built environment that reflects and complements Dayton’s existing built form; Section 150.100.3 of the Zoning code specifies the purpose for Planned Developments and the purpose amendment meets these standards including:
• Allow the creation of development standards that respect the unique characteristics,
natural quality and beauty of the site and the immediate vicinity and protect the
community’s natural resources by avoiding development on, and destruction of,
sensitive environmental areas.
• Enable greater review of design characteristics to ensure that the development project
is properly integrated into its surroundings and is compatible with adjacent
development.
• Assure compatibility between proposed land uses within and around the Planned
Development District through appropriate development controls.

(D) The appropriate use and value of property within and adjacent to the area will be safeguarded;
The proposed amendment remains consistent with the adjacent uses and will compliment and
enhance the surrounding area’s property values. In addition, the increased density will further
support the retail uses just north and south of the subject property.

(E) The site design concepts demonstrate that the proposed development will result in a harmonious grouping of buildings within the proposed development and in relationship to existing and proposed uses on adjacent property;
The site design remains consistent with the original PD adoption. The new building will match
the construction and materials of the first structure build on Warren St. and continues the work of
redeveloping this vacant stretch of Warren.

(F) Evidence that the character, massing, form, and materials of the buildings shall be compatible
with one another throughout the entire development;
Elevations and site plans illustrate that the proposed structure will complement the existing massing, character, form and materials of the existing new construction building on Warren St while remaining compatible with the historic neighborhood to the east.

(G) Preservation of significant natural features to the maximum extent feasible, such as, but not limited to, stream beds or other water courses, steep slopes, mature stands of trees, individual trees of substantial age or size, and rock outcroppings;
There are some young trees planted along the property line fronting on Warren Street; to the extent possible, these should be preserved; based upon the submitted landscaping plan, the existing trees match proposed locations for new plantings. The only mature tree located on the site is of poor quality and is recommended for removal.

(H) Intended measures that will be taken to convey the terms of the design criteria to future purchasers and/or tenants.
Amendments to the site plan, parking, density, and traffic flow will be reflected in the Planned Development Standards to be adopted by Plan Board and City Commission. These standards will carry with the land and ensure future compliance with the changes.

ALTERNATIVES

1. Recommend approval of the Amendment to Planned Development 174 (PD-174), with Planned Development Standards, to change the use, density, and parking for 1.26 acres referenced as Phase 1 making the necessary determinations found in R.C.G.O. §150.350.7 (A-H).

2. Recommend denial of the Amendment to Planned Development 174 (PD-174), with Planned Development Standards, to change the use, density, and parking for 1.26 acres referenced as Phase 1 making the necessary determinations found in R.C.G.O. §150.350.7 (A-H).

3. Recommend approval with modification of the Amendment to Planned Development 174 (PD-174), with Planned Development Standards, to change the use, density, and parking for 1.26 acres referenced as Phase 1 making the necessary determinations found in R.C.G.O. §150.350.7 (A-H).
   - Updated landscaping plan shall be submitted for review and approval by City Staff indicating the revised front entrance as presented in the site plan.
   - A lighting plan shall be submitted for review and approval by City Staff.

FUTURE ACTIONS:

If the Plan Board recommends approval of the proposed amendment to Planned Development 174 (PD-174), the request will be forwarded to the City Commission for public hearing.
Attachments
Zoning Map
Aerial Map
Application
Site photos
Adopted PD-174
Revised Planned Development Standards
Site and Landscaping Plan and Elevations
Downtown Priority Land Use Board letter
By Ms. Whaley

No. 31617-18

AN ORDINANCE

Amending the Official Zoning Map to Establish Planned Development 174 for The Residence at South Park; and Declaring an Emergency.

WHEREAS, The Greater Dayton Construction Group has requested that Planned Development 174 ("PD-174"), The Residence at South Park, be established for +/- 5.8 acres, and that all property within the boundaries of PD-174 shall retain its underlying zoning; and,

WHEREAS, Planned Development 174 is being established to allow for the construction of a variety of single and multi-family residences with a mixture of densities and architectural styles at a site generally bordered by Burns Avenue, Alberta Street, Adams Street, Warren Street, Cline Street, and Nathan Place; and,

WHEREAS, The Plan Board, on December 12, 2017 in Case PLN2017-00333 recommended approval of the applicant’s request; and,

WHEREAS, To allow work to begin on this development as soon as possible and to provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. Planned Development 174, The Residence at South Park, is established for approximately 5.8 acres as shown in Exhibit A, attached hereto and incorporated herein. All property within the boundaries of PD-174 shall retain its underlying zoning of MNC Mature Neighborhood Commercial and MR-5 Mature Single-Family Residential as shown on Exhibit A. The City’s official zoning map shall be redrawn to reflect the establishment of PD-174.

Section 2. In addition to the requirements applicable to all properties zoned either MNC Mature Neighborhood Commercial or MR-5 Mature Single-Family Residential as shown in Exhibit A, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as PD-174, The Residence at South Park.

Section 3. The intent and purpose of PD-174 is to allow for the redevelopment of the site with a mixture of residential types, densities, and architectural styles while keeping with the existing historic residential context in the South Park neighborhood. Lots and property within PD-174 are restricted and subject to the following uses, conditions and requirements.
**Major Site Design Review Required:**

Final design and appearance for all new buildings and associated common areas other than the Phase 1 multi-family condominium building and surface parking lot (labeled as "Phase 1" in Exhibit B, attached hereto and incorporated herein), shall be subject to Major Site Design Review as described in R.C.G.O. Section 150.115.

Final design and appearance for all Phase 2 buildings and associated common areas as shown in Exhibit B shall be subject to Major Site Design Review as described in R.C.G.O. Section 150.115 of the zoning code.

Final building design and appearance for the Phase 1 multi-family condominium building and surface parking lot shall conform to submitted renderings, plans and elevations attached as Exhibits C, D, E, and F, attached hereto and incorporated herein.

**Permitted Uses:**

Phase 1:
- All uses permitted in the MNC District in accordance with R.C.G.O. Schedule 150.325.2 – Permitted Uses in Commercial Districts, and as regulated by Section 150.500, Conditional Use and Specific Use Regulations, and as permitted by this Planned Development.

Phase 2:
- All uses permitted in the MR-5 District in accordance with R.C.G.O. Schedule 150.305.2 – Permitted Uses in Single-Family Residential Districts, and as regulated by Section 150.500, Conditional Use and Specific Use Regulations, and as permitted by this Planned Development.

**Bulk and Height Requirements:**

Phase 1:
- Bulk and height requirements shall be as indicated in Exhibits C and D.
- Front setback: The building front shall be set back a maximum of thirteen (13) feet.

Phase 2:

**Parking:**

Phase 1:
- Underground Parking as shown in Exhibit F, attached hereto and incorporated herein:
  - A minimum of one (1) parking space per dwelling unit.
• Off-Street Parking as shown in Exhibit B:
  o A minimum of two (2) parking spaces per dwelling unit plus ten (10) parking spaces for visitors.

• Bicycle Parking:
  o Bicycle parking shall be provided as specified in R.C.G.O. Section 150.700.13.

Phase 2 (Area A) as shown in Exhibit B:
• One detached accessory parking garage for each single-family style house.

Phase 2 (Area B) as shown in Exhibit B:
• One attached accessory parking garage for each townhouse style unit.

Phase 2 (Areas C & D) as shown in Exhibit B:
• Off-Street Parking
  o One attached accessory parking garage for each townhouse, or
  o A minimum of 1.5 parking spaces per dwelling unit for flats and townhouses.

• Bicycle Parking
  o Bicycle Parking shall be provided as specified in R.C.G.O. Section 150.700.13

**Landscaping & Screening:**

All plant materials and trees shall comply with R.C.G.O. Section 150.800.7 – Quality of Plant Materials and Prohibited Tree Species.

Phase 1:
• The landscaping around the building shall be located and constructed as shown in Exhibit C with trees placed in front of the columns along the front and rear elevations as shown in Exhibits D and E.
• Parking lot landscaping and screening shall comply with requirements specified in R.C.G.O. Section 150.800.9 - Screening and Landscaping of Parking Lots.
• Interior landscaped islands shall be located and constructed as depicted in Exhibit C.

Phase 2:
• All landscaping and screening for Phase 2 shall comply with the requirements specified in R.C.G.O. Section 150.800 – Landscaping and Screening Regulations.

**Traffic and Pedestrian Access Regulations:**

Sidewalks:
• Sidewalks shall be located and constructed as depicted in Exhibit B.
• Sidewalks shall have a minimum width of five (5) feet.
Access
- No curb cut access shall be constructed along Warren Street.
- Access to the building shall be as shown in Exhibits B, C, and E.

**Building Design Guidelines:**

Phase 1:
- All building design elements shall be as shown in Exhibits D and E.

Phase 2:
- Building designs shall conform to R.C.G.O. Schedule 150.305.6 - MR-5 Residential Contextual Standards.

**Sign Regulations:**

Phase 1:
- All signs shall conform to R.C.G.O. Section 150.900.5 - Signs in Multi-Family Residential Districts.

Phase 2:
- All signs shall conform to R.C.G.O. Section 150.900.4 - Signs in Single-Family Residential and Manufactured Home Districts.

**Utilities:**

A utility easement shall be maintained for the vacated section of Hickory Street as shown in Exhibit B.

**Exterior Lighting Standards:**

Lighting for all off-street parking shall comply with Section 150.700.14 (F) - Illumination.

**Dimensions:**

All dimensions in Exhibits B and D shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as prescribed in the “Plan Adjustments and Interpretation” section of this Planned Development.

**Plan Adjustments and Interpretation:**

Minor adjustments in the final plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Planning Director and the Zoning Administrator. These minor adjustments may be permitted provided they do not increase density, decrease the number
of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Planning Director and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Planning Director and the Zoning Administrator do not agree, such adjustments shall not be allowed except by amendment. The Plan Board shall be advised of all minor adjustments authorized.

Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission .................... January 31, 2018

Signed by the Mayor ..................... January 31, 2018

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of the Commission

Approved as to form:

[Signature]
City Attorney
Exhibit B

AREA A: SINGLE FAMILY STYLE HOUSE WITH DETACHED GARAGE

AREA B: TOWN HOUSE STYLE

AREA C: 2 TO 3 STORY FLATS STYLE

AREA D: TOWNHOUSES OR FLATS

AREA E: DOG PARK AND COMMUNITY GARDENS
Exhibit E
Case: PLN2017-00333, Residence at South Park
Development Standards
Land Area: +/- 5.8 acres

Property Description
The following Parcel IDs comprise this Planned Development: R72 01904 0056, R72 01904 0057, R72 01904 0058, R72 01904 0059, R72 01904 0060, R72 01904 0061, R72 01904 0062, R72 01904 0063, R72 01904 0064, R72 01904 0065, R72 01904 0120, R72 02801 0035, R72 02801 0036, R72 02801 0037, R72 02801 0038, R72 01913 0001, R72 01913 0002, R72 01913 0003, R72 02801 0048, R72 02801 0049, R72 01913 0006.

Intent & Purpose
To redevelopment the site and allow a mixture of residential types, densities, and architectural styles while keeping with the existing historic residential context in the South Park neighborhood.

Major Site Design Review Required:

Final design and appearance for all new buildings and associated common areas other than the Phase 1 multi-family apartment building and surface parking lot (labeled as “Phase 1” in Exhibit B, attached hereto and incorporated herein), shall be subject to Major Site Design Review as described in R.C.G.O. Section 150.115.

Final design and appearance for all Phase 2 buildings and associated common areas as shown in Exhibit B shall be subject to Major Site Design Review as described in R.C.G.O. Section 150.115 of the zoning code.

Final building design and appearance for the Phase 1 multi-family apartment building and surface parking lot shall conform to submitted renderings, plans and elevations attached as Exhibits C, D, E, and F, attached hereto and incorporated herein.

Permitted Uses:

Phase 1:
- All uses permitted in the MNC District in accordance with R.C.G.O. Schedule 150.325.2 – Permitted Uses in Commercial Districts, and as regulated by Section 150.500, Conditional Use and Specific Use Regulations, and as permitted by this Planned Development.

Phase 2:
- All uses permitted in the MR-5 District in accordance with R.C.G.O. Schedule 150.305.2 – Permitted Uses in Single-Family Residential Districts, and as regulated by Section 150.500, Conditional Use and Specific Use Regulations, and as permitted by this Planned Development.
**Bulk and Height Requirements:**

Phase 1:
- Bulk and height requirements shall be as indicated in Exhibits C and D.
- Front setback: The building front shall be set back a maximum of thirteen (13) feet.

Phase 2:

**Parking:**

Phase 1:
- Off-Street Parking as shown in Exhibit F, attached hereto and incorporated herein:
  - A minimum of one (1) parking space per dwelling unit.
  - A minimum of three (3) additional parking spaces per 10 dwelling units for visitors.

- Bicycle Parking:
  - Bicycle parking shall be provided as specified in R.C.G.O. Section 150.700.13.

Phase 2 (Area A) as shown in Exhibit B:
- One detached accessory parking garage for each single-family style house.

Phase 2 (Area B) as shown in Exhibit B:
- One attached accessory parking garage for each townhouse style unit.

Phase 2 (Areas C & D) as shown in Exhibit B:
- Off-Street Parking
  - One attached accessory parking garage for each townhouse, or
  - A minimum of 1.5 parking spaces per dwelling unit for flats and townhouses.

- Bicycle Parking
  - Bicycle Parking shall be provided as specified in R.C.G.O. Section 150.700.13

**Landscaping & Screening:**

All plant materials and trees shall comply with R.C.G.O. Section 150.800.7 – Quality of Plant Materials and Tree Species Not Permitted

Phase 1:
- The landscaping around the building shall be located and constructed as shown in in Exhibit C with trees placed along the perimeter of the parking lot as shown in Exhibits D and E.
• Parking lot landscaping and screening shall comply with requirements specified in R.C.G.O. Section 150.800.9 - Screening and Landscaping of Parking Lots.
• Interior landscaped islands shall be located and constructed as depicted in Exhibit C.

Phase 2:
• All landscaping and screening for Phase 2 shall comply with the requirements specified in R.C.G.O. Section 150.800 – Landscaping and Screening Regulations.

Traffic and Pedestrian Access Regulations:

Sidewalks:
• Sidewalks shall be located and constructed as depicted in Exhibit B.
• Sidewalks shall have a minimum width of five (5) feet.

Access
• No curb cut access shall be constructed along Warren Street.
• Access to the building shall be as shown in Exhibits B, C, and E.

Building Design Guidelines:

Phase 1:
• All building design elements shall be as shown in Exhibits D and E.

Phase 2:
• Building designs shall conform to R.C.G.O. Schedule 150.305.6 - MR-5 Residential Contextual Standards.

Sign Regulations:

Phase 1:
• All signs shall conform to R.C.G.O. Section 150.900.5 - Signs in Multi-Family Residential Districts.

Phase 2:
• All signs shall conform to R.C.G.O. Section 150.900.4 - Signs in Single-Family Residential and Manufactured Home Districts.

Utilities:

A utility easement shall be maintained for the vacated section of Hickory Street as shown in Exhibit B.

Exterior Lighting Standards:

Lighting for all off-street parking shall comply with Section 150.700.14 (F) - Illumination.
Dimensions:

All dimensions in Exhibits B and D shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as prescribed in the “Plan Adjustments and Interpretation” section of this Planned Development.

Plan Adjustments and Interpretation:

Minor adjustments in the final plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Planning Director and the Zoning Administrator. These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Planning Director and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Planning Director and the Zoning Administrator do not agree, such adjustments shall not be allowed except by amendment. The Plan Board shall be advised of all minor adjustments authorized.
PLANNED DEVELOPMENT APPLICATION
CITY OF DAYTON, OHIO

A. Name of Applicant The Flats At South Park II LLC (Bill Hibner)

Mailing Address 4197 Research Blvd.

City Beavercreek State OH Zip Code 45430

Daytime Phone Number ( ) Fax Number ( )

Bhibner@gdco.com

Email Address

Name of Property Owner The Flats At South Park II LLC

Mailing Address 4197 Research Blvd.

City Beavercreek State OH Zip Code 45430

Daytime Phone Number (937) 231-4010 Fax Number ( )

B. Description of Property within Boundaries of Planned Development (PD)

Address of Property 600 Block of Warren Street

City of Dayton Lot Number(s) ?? New Plat number?

Parcel I.D. Number(s) ???

Total Acreage of Planned Development ???

Existing Zoning for Property MNC Proposed Zoning for PD MNC

Existing Use of Property Vacant Lot

Principal Use(s) within PD Residential - Multi-Family

Reason PD is Needed

This is a request to modify the previously approved Planned Development 174 for only the parcel identified as "Phase 1":

Permitted Uses - The proposed change is from residential condominiums to residential apartments. (Within the Permitted Uses).

Bulk and Height Requirements - The proposed building will be very similar in bulk, footprint and design as the previously approved building. Setbacks are the same.

Parking - The proposed building does not include underground parking. All off street parking will be above ground and landscaped per the R.C.G.O Section 150.800.9 Screening and Landscaping of Parking Lots

Building Design Guidelines - The proposed building is very similar to the previously constructed building and the previously approved building for this site. (See attached drawings)
C. Required Attachments

Note: In this application, the word “structure” means anything constructed or erected that requires a fixed location on the ground or attachment to something having a fixed location on the ground including, but not limited to, buildings, walls, sheds, gazebos, signs, patios, platforms, paving or fences.

1. Property Description (see instructions for more information)
   - Survey of property within proposed Planned Development, including location and acreage
   - Existing features (streets, alleys, easements, utility lines, existing land use)
   - General topography and physical features, including but not limited to steep slopes, stream beds or other water courses, mature stands of trees, individual tress of substantial age or size, and rock outcroppings.

2. Evidence of Control (see instructions for more information)

3. Development Plan/Site Design Plan (see instructions for more information)
   - Location and arrangement of all existing and proposed structures
   - Proposed traffic circulation pattern within the Planned Development
   - Location and width of all proposed streets and public ways
   - Location, size, and screening of outdoor storage
   - Areas to be developed for parking
   - Points of ingress and egress, including access streets where required
   - Relationship of abutting land uses and zoning districts
   - Location of public or common open space, if any, including parks, playgrounds, school sites, and recreational facilities

4. Development Plan Data (see instructions for more information)
   - Use of all structures within PD
   - Approximate height of all structures within PD
   - Bulk (yard sizes and setbacks)
   - Gross floor area of structures within PD
   - Percentage of site to be occupied by structures (buildings, signs, paving, etc.)

5. Professional Quality Elevations/Illustrations (see instructions for more information)
   - Scale of proposed structure(s)
   - Massing of proposed structure(s)
   - Roof shape of proposed structure(s)
   - Window size, shape, and spacing of proposed structure(s)
   - External materials of proposed structure(s)
   - Site landscaping

6. Restrictions (see instructions for more information)
   - Covenants to be imposed upon the use of land and structures
   - Grants of easements to be imposed upon the use of land and structures
   - Other restrictions to be imposed upon the use of land and structures
   - Proposed easements for public utilities

7. Modifications (see instructions for more information)
   - Modifications from City zoning code regulations otherwise applicable to the subject property
8. Engineering Study, PDs for Industrial Uses Only (see instructions for format)
   - Compliance with applicable performance standards, such as noise; vibration; heat; glare

9. List of Property Owners (see instructions for format)

10. Mailing Labels (see instructions for format)

D. Additional Regulations That May Apply

Density Regulations (City Zoning Code, Section 150.350.21)
Accessibility of Site and Traffic Considerations (City Zoning Code, Section 150.350.22)
Joint and Cross Access in Non-Residential Zoning Districts (City Zoning Code, Section 150.350.23)
Site Layout Screening and Buffering (City Zoning Code, Section 150.350.24)
Site Design Requirements (City Zoning Code, Section 150.350.25)
Common Open Space (City Zoning Code, Section 150.350.26)

E. Authorization to Visit the Property

Site visits to the property by City representatives are essential to process this application. By signing
below, the owner/applicant authorizes City representatives to visit and photograph the property described
in this application.

E. Property Owner(s)’ Signature

\[\text{Signature of Property Owner}\]
\[\text{Signature of Property Owner}\]

\[\text{Printed Signature of Property Owner}\]
\[\text{Printed Signature of Property Owner}\]

F. Certification and Applicant’s Signature

I hereby certify that the information contained in this application and all attachments is true and correct.

\[\text{Signature of Applicant}\]
\[\text{Signature of Applicant}\]

\[\text{Printed Signature of Applicant}\]
\[\text{Printed Signature of Applicant}\]
Lighting for all off-street parking shall comply with Section 150.700.14 (F) - Illumination.

**Dimensions:**

All dimensions in Exhibits B and D shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as prescribed in the “Plan Adjustments and Interpretation” section of this Planned Development.

**Plan Adjustments and Interpretation:**

Minor adjustments in the final plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Planning Director and the Zoning Administrator. These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Planning Director and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Planning Director and the Zoning Administrator do not agree, such adjustments shall not be allowed except by amendment. The Plan Board shall be advised of all minor adjustments authorized.
August 20, 2020

RE: 600 block Warren Ave Planned Development Changes

The Downtown Priority Board Landuse Board met for a second time to review changes presented by the developer. This second meeting was set in order to include any neighbors from South Park for an update of the overall project. No neighbors attended with the exception of the neighborhood President, Mark Keller. No letters or emails were presented from the neighborhood.

The developers reviewed the case highlighting the two specific changes: 1) a move from condos to apartments. The developers noted this change was being requested due to pure economics; condos were not financially doable. 2) Underground parking would not be built. The developers noted the original approval included underground parking for the condos that would be built. This request was to omit underground parking and ensure sufficient parking to meet zoning code would be built. The developer noted the reason was that tenants would mostly not be willing to pay to park underground as owners of condos would.

On a motion to approve the 2 modifications, the Board voted to support the requests with the note that Susan Vincent and the Planning Department would confirm that sufficient surface parking spaces are included in the plan.

Sincerely,

Michael Martin

Michael Martin, Chairperson
AN ORDINANCE

Amending the Provisions of Planned Development PD-174 for The Residence at South Park; and Declaring an Emergency.

WHEREAS, This Commission established Planned Development PD-174 for The Residence at South Park on January 31, 2018 by Ordinance No. 31617-18; and

WHEREAS, An application has been made by The Flats At South Park II LLC to amend the provisions of Planned Development PD-174 to revise plans for Phase I to include a change of use from condos to apartments, an increase in the number of housing units, and a decrease in the total number of parking spaces; and

WHEREAS, The City Plan Board at its September 8, 2020 meeting in Case PLN2020-00346 recommended approval of the amendments to Planned Development PD-174; and

WHEREAS, To meet the foregoing commitment and provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in Case PLN2020-00346, Planned Development PD-174 is amended as set forth herein. All property within the boundaries of PD-174 shall remain zoned MNC Mature Neighborhood Commercial and MR-5 Mature Single-Family Residential and the Planned Development boundaries remain unchanged. The 5.8 +/- acre property that comprises this case has Parcel Identification Numbers of R72 01904 0056 through 65, R72 01913 0001 through 6, R72 02801 0035 through 37, and R72 02801 0048 through 49. The City’s official zoning map shall reflect Planned Development PD-174 The Residence at South Park as Amended.

Section 2. In addition to the requirements applicable to all properties zoned either MNC Mature Neighborhood Commercial or MR-5 Mature Single-Family Residential, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as Planned Development PD-174, The Residence at South Park as Amended.

Section 3. The purpose of Planned Development PD-174 as amended is to allow for the redevelopment of the site with a mixture of residential types, densities, and architectural styles while keeping with the existing historic residential context in the South Park neighborhood. Lots and property within Planned Development PD-174 as amended are restricted and subject to the following uses, conditions and requirements.
Major Site Design Review

Final design and appearance for all new buildings and associated common areas other than the Phase 1 multi-family apartment building and surface parking lot (labeled as “Phase 1” in Exhibit B, attached hereto and incorporated herein), shall be subject to Major Site Design Review as described in R.C.G.O. Section 150.115.

Final design and appearance for all Phase 2 buildings and associated common areas as shown in Exhibit B shall be subject to Major Site Design Review as described in R.C.G.O. Section 150.115 of the zoning code.

Final building design and appearance for the Phase 1 multi-family apartment building and surface parking lot shall conform to submitted renderings, plans and elevations attached as Exhibits C, D, E, and F, attached hereto and incorporated herein.

Bulk and Height Requirements:

Phase 1:
- Bulk and height requirements shall be as indicated in Exhibits C, D, and E.
- Front setback: The building front shall be set back a maximum of thirteen (13) feet.

Phase 2:

Parking:

Phase 1:
- Off-Street Parking as shown in Exhibit C and F, attached hereto and incorporated herein:
  - A minimum of one (1) parking space per dwelling unit.
  - A minimum of three (3) additional parking spaces per 10 dwelling units for visitors.

- Bicycle Parking:
  - Bicycle parking shall be provided as specified in R.C.G.O. Section 150.700.13.

Phase 2 (Area A) as shown in Exhibit B:
- One detached accessory parking garage for each single-family style house.

Phase 2 (Area B) as shown in Exhibit B:
- One attached accessory parking garage for each townhouse style unit.
Phase 2 (Areas C & D) as shown in Exhibit B:
  • Off-Street Parking
    o One attached accessory parking garage for each townhouse, or
    o A minimum of 1.5 parking spaces per dwelling unit for flats and
townhouses.
  • Bicycle Parking
    o Bicycle Parking shall be provided as specified in R.C.G.O. Section
      150.700.13

Landscaping & Screening:

All plant materials and trees shall comply with R.C.G.O. Section 150.800.7 – Quality of
Plant Materials and Tree Species Not Permitted

Phase 1:
  • The landscaping around the building shall be located and constructed as shown in
    in Exhibit F with trees placed along the perimeter of the parking lot as shown in
    Exhibits D and E.
  • Parking lot landscaping and screening shall comply with requirements specified in
    R.C.G.O. Section 150.800.9 - Screening and Landscaping of Parking Lots.
  • Interior landscaped islands shall be located and constructed as depicted in Exhibit
    F.

Phase 2:
  • All landscaping and screening for Phase 2 shall comply with the requirements
    specified in R.C.G.O. Section 150.800 – Landscaping and Screening Regulations.

Traffic and Pedestrian Access Regulations:

Sidewalks:
  • Sidewalks shall be located and constructed as depicted in Exhibit B, C and F.
  • Sidewalks shall have a minimum width of five (5) feet.

Access
  • No curb cut access shall be constructed along Warren Street.
  • Access to the building shall be as shown in Exhibits B, C, and F.

Building Design Guidelines:

Phase 1:
  • All building design elements shall be as shown in Exhibits D and E.

Phase 2:
  • Building designs shall conform to R.C.G.O. Schedule 150.305.6 - MR-5
    Residential Contextual Standards.
Sign Regulations:

Phase 1:
- Building signage shall be installed at the Warren Street pedestrian entrance to reinforce the urban character of the building
- All signs shall conform to R.C.G.O. Section 150.900.5 - Signs in Multi-Family Residential Districts.

Phase 2:
- All signs shall conform to R.C.G.O. Section 150.900.4 - Signs in Single-Family Residential and Manufactured Home Districts.

Utilities:

A utility easement shall be maintained for the vacated section of Hickory Street as shown in Exhibit B.

Exterior Lighting Standards:

Lighting for all off-street parking shall comply with Section 150.700.14 (F) - Illumination.

Dimensions:

All dimensions in Exhibits B and F shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as prescribed in the “Plan Adjustments and Interpretation” section of this Planned Development.

Plan Adjustments and Interpretation:

Minor adjustments in the final plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Planning Director and the Zoning Administrator. These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Planning Director and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Planning Director and the Zoning Administrator do not agree, such adjustments shall not be allowed except by amendment. The Plan Board shall be advised of all minor adjustments authorized.
Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission ....................................., 2020

Signed by the Mayor ............................................, 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

[Signature]

City Attorney
October 6, 2020

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00339

Amend the Zoning Map, adopt Planned Development overlay PD-180, and approve Dayton Metro Library Final Plan at the Wright Factory Development Site (W. Third Street and Abbey Avenue)

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

Description: Amend Zoning Map and adopt Planned Development overlay PD-180 for approximately 34 acres of vacant property located at the southeast corner of W. Third Street and Abbey Avenue and to approve the Final Plan for the Dayton Metro Library’s West Branch.

Board Action: Date: October 21, 2020 Decision: Recommended Approval with Conditions

Attachments: 1. Plan Board Minute Record
2. Plan Board Case Report
3. Copy of Ordinance

If you have any questions, please contact Susan Vincent at ext. 3683.

GS/sev

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger, Ms. Vincent
September 14, 2020

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Tony Kroeger, Secretary
City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2020-00339
Rezone 34 +/- acres encompassing Montgomery County Tax Parcels R72 00111 0006, R72 00111 0007, R72 09303 0044, R72 09305 0076, and R72 09301 0005 and located at the southeast corner of Abbey Avenue and W. Third Street, from General Industry (I2) to Mixed-Use Hub (MX), to establish Planned Development-180.

Applicant: Todd Kinskey, Director
Planning and Community Development Department
City of Dayton
101 W. 3rd Street
Dayton, Ohio 45401

Description: Rezone 34 +/- acres encompassing Montgomery County Tax Parcels R72 00111 0006, R72 00111 0007, R72 09303 0044, R72 09305 0076, and R72 09301 0005 and located at the southeast corner of Abbey Avenue and W. Third Street from General Industry (I2) to Mixed-Use Hub (MX), to establish Planned Development-180.

Board Action: Date: September 8, 2020 Decision: Recommended Approval with modifications

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. It is requested that the Public Hearing is scheduled for Wednesday, October 21, 2020 at 6:00 P.M.

Advertising: Advertise Public Hearing on Friday, September 18, 2020 Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice Mailing List

If you have any questions, please contact me at ext. 3673. Thank you.

c: Case File, w/ attachment
City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, October 21, 2020 at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on October 21, 2020, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than October 20, 2020 and the decision will be posted on the City of Dayton website at www.daytonohio.gov. If you wish to attend, listen to, or speak at the hearing, please contact Susan Vincent in the Department of Planning and Community Development at 937-333-3683 or susan.vincent@daytonohio.gov by 3:00 P.M. on October 20, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment

Rezone 34 +/- acres encompassing Montgomery County Tax Parcels R72 00111 0006, R72 00111 0007, R72 09303 0044, R72 09305 0076, and R72 09301 0005 and located at the southeast corner of Abbey Avenue and W. Third Street from General Industry (I2) to Mixed-Use Hub (MX), to establish Planned Development-180.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Susan Vincent, contact information above.

By order of the City Commission of the City of Dayton, Ohio.

RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION
6. PLN2020-00339 – Zoning Map Amendment with Planned Development Overlay and Dayton Metro Library Final Plan approval at Wright Company Factory Development site (W. Third and Abbey)

Applicant: Mr. Todd Kinskey, Director
Department of Planning and Community Development
101 West Third Street
Dayton, Ohio 45402
Priority Land Use Board: West
Planning District: Arlington Heights
Decision: Approved

Staff comments
Susan Vincent presented the case – a zoning map amendment request to rezone 34 acres from General Industrial (I-2) to Mixed-Use Hub (MX) with a Planned Development (PD) overlay and the review and approval of the final plans for the Dayton Metro Library’s new West Branch. The property is currently vacant and surrounded by a mix of uses including local commercial, single-family, vacant industrial sites, and a vacant school.

The proposed zoning change from General Industry (I2) to Mixed Use (MX) will support the cohesive redevelopment of the Wright Company Factory site as defined in multiple planning efforts led by the City while preventing conflicts between incompatible uses. The adoption of the Planned Development overlay will ensure that even with various partners and different construction phases the overall site will look and feel like one project. Planned Development (PD) Districts were designed with development projects like the Wright Company Factory site in mind: blank slates paired with dedicated partners and phased development. Adopting a PD will support the unified redevelopment of the entire property, allowing for projects which respect the unique history of the site, ensure compatible adjacent land uses, and promote the economical reuse of land and resources by reducing infrastructure costs through coordinated development.

Vincent presented the Dayton Metro Library’s Final Plan for the West branch library. At this time, the Dayton Metro Library is the only development partner ready to move forward with a final site plan for review and approval. She shared staff’s opinion that the Final Plan is consistent with the overall intent and purposes of the proposed Planned Development.

She recommended approval of the underlying zoning change from I-2 to MX, the adoption of the Planned Development Overlay, and approval of the Dayton Metro Library’s Final Plan with the condition that street trees be planted 30’ on center along the Abbey Avenue frontage and that the final external light fixtures selected meet City requirements.

Vincent shared that the Planning Division held a community meeting on August 27 during which community members and neighbors of the development site asked questions about the future development and were generally supportive of the redevelopment plans. The West Priority Land Use Committee met on September 3 to review the case and voted unanimously to support the proposal.
City Plan Board  
September 8, 2020 Summary Minute Record

Public Comments
None.

Board Discussion
None.

Board Action
A motion was made by Mr. Payne, seconded by Mr. Sauer and carried to find that the Zoning Map Amendment application to rezone the property at the southeast corner of Abbey Ave and W. Third St from General Industry (I2) to Mixed-Use Hub (MX) with a Planned Development Overlay (PD) met the criteria cited in R.C.G.O. §150.125.7(1- 8) as outlined in the staff report and that the Dayton Metro Library’s Final Plan met the criteria found in R.C.G.O. §150.350.8 (A-L) as outlined in the staff report with the following conditions:

1. That landscaping shall meet the planting requirements for street trees along the Abbey Avenue frontage and shall include 2.5” caliper shade trees planted 30’ on center.
2. The final external light fixtures selected shall meet City requirements.

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<thead>
<tr>
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<tbody>
<tr>
<td>Mr. Richard Wright</td>
<td>Not present</td>
<td>Mr. Paul Bradley</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
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<tr>
<td>Mr. Jeff Payne</td>
<td>Yes</td>
<td>Mr. Greg Scott</td>
<td>Yes</td>
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Minutes approved by the City Plan Board on October 13, 2020.

Tony Kroeger, Secretary  
City Plan Board
September 8, 2020

CITY PLAN BOARD STAFF REPORT
Case: PLN2020-00339
Wright Company Factory Development Site

Request: A zoning map amendment request to rezone 34 acres at the south east corner of Abbey Avenue and W. Third Street (former Wright Company Factory site), PPNs R72 00111 0007, R72 00111 0006, R72 09303 0044, R72 09305 0076, and R72 09301 0005, from General Industrial (I-2) to Mixed-Use Hub (MX) with a Planned Development (PD) overlay and the review and approval of the final plans for the Dayton Metro Library’s new West Branch.

BACKGROUND

Applicant
Todd Kinskey, Director
Planning and Community Development Department
City of Dayton
101 W. 3rd Street
Dayton, Ohio 45401

Owner
City of Dayton
101 W. Third Street
Dayton, Ohio 45402

Land Use Board
West
Planning District
Arlington Heights
Neighborhood
Arlington Heights

Applicable Plans and Policies
Zoning Code (2017)
CitiPlan 20/20 (1999)
UDA Southwest Dayton Vision Plan (2019)

Agencies and Groups Contacted
Property Owners within 250 feet
Roosevelt Neighborhood Association
West Priority Land Use Committee
Westwood Neighborhood Association
Arlington Heights Neighborhood Association
National Park Services
Lakeview Neighborhood Association
National Aviation Heritage Area
CURRENT CONDITIONS

<table>
<thead>
<tr>
<th>Subject Property</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Industry (I-2)</td>
<td>Vacant land with vacant warehouses including the historic Wright Company Factory buildings which are listed on the National Register of Historic Places in addition to surface parking lots</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surrounding Area</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Eclectic Neighborhood Commercial (ENC)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transitional (T)</td>
<td>Various small-scale commercial businesses with some vacant lots and residential structures interspersed</td>
</tr>
<tr>
<td>South</td>
<td>Eclectic Residential (ER-4)</td>
<td>US HWY 35 runs along the property’s southern border. South of 35 is an established residential neighborhood.</td>
</tr>
<tr>
<td>East</td>
<td>Eclectic Residential (ER-4)</td>
<td>A residential neighborhood sits directly to the east in addition to a large warehouse and storage facility. There is significant vacancy scattered throughout the area.</td>
</tr>
<tr>
<td>West</td>
<td>Transitional (T)</td>
<td>Low-scale commercial structures sit on the north-west border. A large vacant development site is directly west, and the vacant Gorman Elementary School sits on the south-west border.</td>
</tr>
<tr>
<td></td>
<td>General Industry (I-2)</td>
<td></td>
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<tr>
<td></td>
<td>Light Industry (I-1)</td>
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STATUTORY REQUIREMENTS AND AUTHORITY
Refer to R.C.G.O. § 150.350 Planned Developments

GENERAL LAND USE ISSUES AND ANALYSIS

PLN2020-00339 is a proposed zoning map amendment for approximately 34 acres at the south east corner of Abbey Avenue and W. Third Street, Dayton, Ohio 45417 – known as the Wright Company Factory site – to change the underlying zoning designation from General Industrial (I-2) to Mixed-Use Hub (MX) with a Planned Development (PD) overlay and the review and approval of the final plans for the Dayton Metro Library’s new West Branch.

Case Background

The Wright Company Factory site was populated at one time with buildings that together comprised the factories and associated administrative spaces of the Wright Company Factory, Inland Manufacturing, and finally, Delphi Automotive Company. At the present time, there are six buildings on site. The original, historic Wright Company Factory and five additions constructed between 1910 and 1935. These structures are identified as Buildings 1, 2, 3, 4, 5, and 17.

The City of Dayton purchased the property (PPN R72 00111 0006 and R72 00111 0007) in order to preserve the historic Wright Company Factory and retain control over the future development of the area. Prior to, and since purchasing the property, the City has been working closely with partners to thoughtfully redevelop the site. Partners include the National Park Service (NPS), National Aviation Heritage Area (NAHA), CityWide, the Dayton Metro Library (DML), University of Dayton (UD), and
others. NPS plans to purchase, manage, and maintain the historic factory buildings (Buildings 1 and 2). DML will acquire between 5 and 8 acres, or Area 1, for its newest library branch and expects to break ground on construction in Fall 2020. Conversations continue with UD and others to identify the highest and best uses for the remaining development site.

**Subject Site and Vicinity:**
The Wright Company Factory Development Site is located in the Arlington Heights Planning District and is bordered by Abbey Ave, US-35, S. Ardmore Ave, Cowart Ave, and W. Third St. Abbey Avenue connects the development site to the dense residential planning districts of Westwood and Lakeview. W. Third Street connects the development site to the Dayton Aviation Heritage National Historical Park located in Wright Dunbar and provides an important link to these two historic aviation sites.

**Zoning and Land Use**
The subject site is currently vacant and zoned General Industry (I-2). Surrounding the property are a mix of uses including local commercial, single-family, vacant industrial sites, and a vacant school.

**Proposed Zoning Change: General Industry (I-2) to Mixed Use Hub (MX)**
The proposed zoning change from General Industry to Mixed-Use Hub (MX) will support the cohesive redevelopment of the Wright Company Factory site as defined in multiple planning efforts led by the City while preventing conflicts between incompatible uses.

The Wright Company Factory Site has a long history of industry which left the property unfit for residential redevelopment and necessitates regular monitoring of the surrounding area. Great expense went into cleaning the site to prepare the property for a successful redevelopment. Changing the underlying zoning from General Industry to Mixed-Use Hub (MX) will ensure the funds used to clean the site are leveraged in support of a more sustainable future.

To this end, many uses permitted by right in General and Light Industry are incompatible with a redeveloped site activated with pedestrians, children, and families. Examples include recycling collection facilities, railroad yards, heavy manufacturing, auto service stations, motor vehicle body shops, and outdoor storage of equipment and materials. In addition, accessory uses permitted within General and Light Industry including junkyards, waste facilities, incinerators, and construction material operations pose potential conflicts with a new library, a regional historic attraction, and outdoor event plaza. Noise, air pollution, visual clutter, and at-grade railroad operations pose real health and safety risks if the underlying zoning is not changed.

The proposal to change the underlying zoning from General Industry to Mixed-Use Hub will support the new vision for the entire property. MX districts allow by right most of the currently proposed uses for the redeveloped site while preventing the heavier industrial uses which will pose health and safety risks for new users. MX Districts do not allow light manufacturing or outdoor recreation which is why these uses are added to the Planned Development overlay district.

**Proposed Overlay District: Planned Development**
Planned Development (PD) Districts were designed with development projects like the Wright Company Factory site in mind: blank slates paired with dedicated partners and phased development. Adopting a PD over the Development Site will support the unified redevelopment of the entire property, allowing for projects which respect the unique history of the site, ensure compatible adjacent land uses, and promote the economical reuse of land and resources by reducing infrastructure costs through coordinated development. In addition, the PD will enable greater review of building and site design to ensure later phases match the character and standards of earlier developments.
**Final Site Plan Review**

At the time, the Dayton Metro Library is the only development partner ready to move forward with a final site plan for review and approval. The remainder of the site requires extensive study and design work to identify the highest and best uses for the rest of the development areas and subsequent site plan to match.

A full analysis of the standards Plan Board must consider as they review the Final Plan are discussed in detail starting on page 8. There are four areas of note City staff believe should be called out with additional explanations; a review of those topics is included below.

**Utility Easements**

Two utility easements bisect DML’s property, one running east-west, the other north-south. These easements restricted the vertical development and influenced the siting and design of the library building. To avoid the easements, the library building is situated on the northern third of the site, close to the railroad right-of-way.

**Storm Water Management**

Storm water will be managed via sheet drainage from higher elevations to the identified storm water filtration pond. Due to continued purchase negotiations with the City of Dayton’s Economic Development Department, the final location of the filtration pond may shift further west. However, the final location shall remain along the southern property line fronting on US-35.

**Egress and Parking**

One access drive is located off Abbey Ave on the western property line which leads to a surface parking lot with 109 parking spaces including eight (8) accessible spaces. The only entrance to the building is located internal to the site on the eastern elevation. Building orientation was influenced by the desire to connect north to the historic Wright Factory and National Park’s future development.

Pedestrian access is expected to come primarily from the northern and southern neighborhoods. Walkways are included from Abbey Avenue east, from W. Third Street south utilizing Inland Ave, and west from Frontage St. The path from Frontage St will connect the Wright Factory Site to the Lakeview and Miami Chapel neighborhoods via a US35 underpass, thereby minimizing crossings over US35 at Abbey. Bicycle racks are included at the front entrance of the building.

**Landscaping**

The proposed landscaping plan indicates various species of trees, grasses, shrubs, and flowers around the full perimeter of the building. The surface parking landscaping shows 2” caliper trees placed within the parking islands and 2.5” caliper shade trees planted along the Abbey frontage. Code requirements specify that trees located along public rights-of-way should be planted 30’ on center; the proposed landscaping plan includes plantings at 40’ on center.

**Public Comment**

A community meeting was held on August 27 and the West Priority Land Use Board will meet on September 3 to review the case. Community members and neighbors of the development site asked questions about the future development and were generally supportive of the redevelopment plans. The Land Use Board’s recommendation to the Plan Board will either be attached to this packet or distributed prior to the meeting on September 8; no other public comments were received by staff.
**Staff Recommendation**
Staff recommends approval of the underlying zoning change from I-2 to MX, the adoption of the Planned Development Overlay, and approval of the Dayton Metro Library’s Final Plan with the condition that street trees be planted 30’ on center and that the final external light fixtures selected meet City requirements.

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**DETERMINATIONS AND FINDINGS**

**R.C.G.O. §150.125.7 Amendments to Change Zoning Districts or Zoning Classification of Properties.**

1. **The change in classification would be consistent with the Comprehensive Plan of the City or other plans and policies.**
The underlying zoning change from General Industry (I2) to Mixed-Use Hub (MX) is consistent with the City’s Comprehensive Plan, CitiPlan 20/20: Revised Land Use Principles (2007). The proposal meets the following goals of CitiPlan 20/20:
   - Promote the concentration of dense mixed-use development that takes advantage of our existing infrastructure at select major transit nodes or key thoroughfares.
   - Support the reuse of previously developed lands (brownfields and greyfields) and encourage the adaptive reuse of existing structures.

2. **The change in classification would be consistent with the intent and purpose of this Zoning Code.**
The change in classification will be consistent with the intent and purpose of the Zoning Code Section 150.100.3 of the Zoning code specifies the purpose for Planned Developments and the proposal meets these standards including:
   - Enable greater review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development.
   - Assure compatibility between proposed land uses within and around the Planned Development District through appropriate development controls.

3. **The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.**
The closure of the industrial uses at the Wright Company Factory Site and subsequent investment in environmental clean-up by the City of Dayton supports the decision to change the zoning designation from heavy industrial uses to a mix of uses which will capitalize upon the remediation efforts and leverage the City’s investment.

4. **The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.**
Mixed use is more compatible with the residential and commercial uses in the surrounding areas than the existing general industrial designation and supports the redevelopment visions for West Dayton.
5. The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards. The development will not cause an issue for the health or environment of the area.

6. Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified. The development will not proceed without proper services.

7. The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development. There are other areas zones General Industry and Light Industry in the vicinity, but they are far enough removed from this site that they will not be made unavailable for development by this zoning change.

8. The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property. There is no zoning code error related to this case.

**PLANNED DEVELOPMENT STANDARDS**

**150.350.1** Planned Development Review Criteria

The following development and design criteria are established to ensure that all proposed development and redevelopment complies with the purposes of this District as set forth in Section 150.350.1. A proposed development utilizing the Planned Development District shall be reviewed and considered as required in Section 150.350.2, Application and Procedures, according to the criteria established below. If a change in the underlying zoning district for the Planned Development is also being requested, the application shall also be reviewed using the considerations in Section 150.125.7, Amendments. The Planned Development application is intended to be the basis and standard for the eventual and complete development of the site and should ensure appropriate and compatible future development by others.

**(A) The proposed plan is consistent with the goals and objectives of the City’s Comprehensive Plan;**

The underlying zoning change, Planned Development overlay and DML’s Final Plan are all consistent with the City’s Comprehensive Plan, CitiPlan 20/20: Revised Land Use Principles (2007). The combined proposal meets the following goals of CitiPlan 20/20:

- Promote the concentration of dense mixed-use development that takes advantage of our existing infrastructure at select major transit nodes or key thoroughfares.
- Support historic preservation and urban conservation efforts through special overlay districts.
- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
- Support the reuse of previously developed lands (brownfields and greyfields) and encourage the adaptive reuse of existing structures.
- Whenever possible, promote good urban design by using the Urban Design Guidelines and Pedestrian Oriented Design Standards when reviewing projects.
- Design new areas and enhance or preserve older areas that convey a strong sense of place.
(B) The proposed plan is consistent with any other plan or policy statement for the orderly development of the City;
The proposal is consistent with the following plans and policies for the orderly development of the City:

Design Guidelines: Creating a Quality Environment (2013)
- To provide a climate for investment
- To provide a sense of place and orientation
- To provide an attractive environment
- To ensure a harmony of uses and development

The Greater West Dayton Corridor Plan
- Integrate the principles of Placemaking into civic investments
- Create opportunities to grow and leverage community economic projects by leading with anchor transportation funding and resources
- Create placemaking opportunities to enable residents and instill community pride

West Dayton Neighborhood Visions (2019)
- Completing a redeveloped Wright Company Factory Site including maker space development and pedestrian trail which connects with Delphos Avenue

(C) The proposed plan is consistent with the goals of this Zoning Code which include creating a built environment that reflects and complements Dayton’s existing built form;
Section 150.100.3 of the Zoning code specifies the purpose for Planned Developments and the proposal meets these standards including:

- Allow the creation of development standards that respect the unique characteristics, natural quality and beauty of the site and the immediate vicinity and protect the community’s natural resources by avoiding development on, and destruction of, sensitive environmental areas.
- Enable greater review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development.
- Assure compatibility between proposed land uses within and around the Planned Development District through appropriate development controls.

(D) The appropriate use and value of property within and adjacent to the area will be safeguarded;
The proposal improves the relationship between the development site and the surrounding neighborhoods and is consistent with the vision for the area. Redeveloping the site as a mixed-use community space compliments and enhances the surrounding area’s property values.

(E) The site design concepts demonstrate that the proposed development will result in a harmonious grouping of buildings within the proposed development and in relationship to existing and proposed uses on adjacent property;
The only site design being reviewed and approved at this time is the DML West Branch. The library building is designed to connect directly to the historic structures while providing a modern architectural compliment to the existing factory buildings. Additional site designs will be presented to the Plan Board for review and approval.
(F) Evidence that the character, massing, form, and materials of the buildings shall be compatible with one another throughout the entire development;
As the first phase for the development site, DML’s library building sets the stage for additional construction phases. Elevations and site plans illustrate a thoughtfully designed building that intentionally connects internally to the site. The materials and form compliment the historic structures.

(G) Preservation of significant natural features to the maximum extent feasible, such as, but not limited to, stream beds or other water courses, steep slopes, mature stands of trees, individual trees of substantial age or size, and rock outcroppings;
As the previous home to an industrial complex, there are few significant natural features to preserve on this site. Along W. Third Street there are a few mature trees that should be saved, if possible, during subsequent development phases, but the DML West branch will not impact these or any other important natural features.

(H) Intended measures that will be taken to convey the terms of the design criteria to future purchasers and/or tenants.
The Planned Development standards are written such that each subsequent development phase must be presented to Plan Board and City Commission for review and adoption. Future purchasers, tenants, and/or development partners will be required to follow the standards and approval process outlined with the PD.

**FINAL PLAN REVIEW CRITERIA**

150.350.8 Final Plan Review Criteria
The Plan Board shall review a Final Plan and determine if it is consistent with the overall intent and purposes of the approved Planned Development. The Plan Board will also review the details of the proposed Final Plan to ensure compliance with all applicable City codes and regulations including:

(A) Preliminary utility easements including fire hydrants, sanitary sewers, and preliminary grading, drainage, and storm water management;
These features have been noted in the submitted plans and as noted in the staff report above, the storm water management filtration pond may shift west from its currently noted location but will remain along the US35 frontage.

(B) Roadway systems, circulation areas, service areas, parking areas, entrance, exits, and pedestrian walkways within the development and access to public streets that minimize traffic hazards or congestion;
An existing curb cut will be utilized for the library’s entrance driveway. The parking lot, building entrance/exit, and pedestrian walkways are noted in the submitted site plan. There is consideration given to northern and southern pedestrian visitors and access point identified on the north, east and west boundaries of the site. The eastern entrance in particular will facilitate safe pedestrian access to the library by diverting visitors from the Abbey/US35 crossing to the US35 underpass at Frontage St.

(C) The general location of buildings depicting bulk, height, and spatial relationships of proposed building masses with adjacent development;
The library building is a one-story structure, approximately 35’ tall. It has a modern, angular design and sits back from Abbey Ave with large lawns to the west and south. Exterior plazas for library guests are
located on the west and east elevations. The proposed structure utilizes creative architecture and is distinct from the existing historic structures.

(D) The number and location of access drives limited to reduce curb-cuts, cut-through traffic, incidence of left turns, and adverse impact upon adjacent uses;
The library has utilized an existing curb cut and is the only active use in along this portion of Abbey. No adverse impacts are expected upon adjacent properties.

(E) The location of parking areas, including circulation routes designed to service front parcels and main, rear, or additional parking areas and to permit travel between all parking areas;
There is only one parking lot, indicated on the site plan, and no additional parking areas are planned at this time.

(F) Internal directional traffic signage required to assure safe and orderly vehicular and pedestrian traffic;
The surface parking lot is designed to ensure all parking spaces have a clear view of the building entrance and will service the library building only; internal directional traffic signage should not be necessary. Some pedestrian signage may be helpful at pedestrian walkways located to the north and east of the site.

(G) Parking lot lighting, including, style, and height that directs lighting to access drives, pedestrian walkways, parking lots, and buildings and not to adjacent residential areas;
An electrical plan is included in DML’s plan and includes lighting along all pathways and within the parking lot. Lighting is indicated in the parking lot landscaping islands, along the driveway, and pedestrian pathways to be constructed by the library. The specific lighting fixtures are not indicated on the electrical or site plans submitted and will need to meet City code. Locations address safety and need for illumination along pathways.

(H) A signage plan indicating consistent use of materials, colors, lettering, etc., in compliance with Section 150.900, Sign Regulations;
A ground mounted DML sign is indicated at the Abbey Ave entrance. A final signage plan will need to be submitted to the Zoning Administrator prior to installation. There is an expectation that pedestrians will be accessing the site from W. Third and Frontage Streets. Some consideration for temporary, durable signage at the pedestrian access points is recommended to help visitors navigate the site.

(I) Intended measures to screen rooftop mechanical equipment from view from the public right-of-way and adjoining residential properties. Where necessary because of sight lines, such screening may be accomplished through the use of parapet walls, roof mounted screens or other devices approved by the City;
Roof top equipment is not expected to be visible from the public right-of-way or adjoining residential properties.

(J) Accommodation and access for emergency and firefighting apparatus;
The submitted site plan indicates necessary fire and emergency apparatus which will require final review and approval by the City’s Fire Department.

(K) Screening and enclosure of trash, recycling, and grease containers, as required by sub-section 150.800.10, Screening of Accessory Uses, so as not to be visible from the public right-of-way or adjoining properties;
Trash totes are located within a concrete enclosure at the northwest corner of the parking lot and will be screened from view.
(L) Location of landscaped or screened buffer areas as required within front, side, and rear setbacks and significant buffers with adequate landscaping and screening between the proposed development and adjacent residential areas. (amend Ord. 31752-19, passed 9-4-19)
The proposed landscaping plan indicates various species of trees, grasses, shrubs, and flowers around the full perimeter of the building. The surface parking landscaping shows 2” caliper trees placed within the parking islands and 2.5” caliper shade trees planted along the Abbey frontage. Code requirements specify that trees located along public rights-of-way should be planted 30’ on center; the proposed landscaping plan includes plantings at 40’ on center.

ALTERNATIVES

1. Recommend approval of the Zoning Map Amendment application to rezone the property at the southeast corner of Abbey Ave and W. Third St from General Industry (I2) to Mixed-Use Hub (MX) with a Planned Development Overlay (PD) based on R.C.G.O. §150.125.7(1-8) and recommend approval of the Dayton Metro Library’s Final Plan based on the Board’s ability to make the necessary determinations found in R.C.G.O. §150.350.8 (A-L).

2. Recommend approval of the Zoning Map Amendment application to rezone the property at the southeast corner of Abbey Ave and W. Third St from General Industry (I2) to Mixed-Use Hub (MX) with a Planned Development Overlay (PD) based on R.C.G.O. §150.125.7(1-8) and recommend approval of the Dayton Metro Library’s Final Plan with the following modifications based on the Board’s ability to make the necessary determinations found in R.C.G.O. §150.350.8 (A-L).
   - That landscaping shall meet the planting requirements for street trees along the Abbey Avenue frontage and shall include 2.5” caliper shade trees planted 30’ on center.
   - The final external light fixtures selected shall meet City requirements.

3. Recommend approval of the Zoning Map Amendment application to rezone the property at the southeast corner of Abbey Ave and W. Third St from General Industry (I2) to Mixed-Use Hub (MX) with a Planned Development Overlay (PD) based on R.C.G.O. §150.125.7(1-8) and recommend denial of the Dayton Metro Library’s Final Plan based on the Board’s ability to make the necessary determinations found in R.C.G.O. §150.350.8 (A-L).

4. Recommend denial of the Zoning Map Amendment application to rezone the property at the southeast corner of Abbey Ave and W. Third St from General Industry (I2) to Mixed-Use Hub (MX) with a Planned Development Overlay (PD) based on R.C.G.O. §150.125.7(1-8) and recommend denial of the Dayton Metro Library’s Final Plan based on the Board’s ability to make the necessary determinations found in R.C.G.O. §150.350.8 (A-L).

FUTURE ACTIONS

If the Plan Board recommends approval of the proposed map amendment, the request will be forwarded to the City Commission for public hearing.

ATTACHMENTS

Zoning Map  Dayton Metro Library Plans
Development Standards
Land Use Board recommendation
SITE DEVELOPMENT PLANS FOR

DAYTON METRO LIBRARY

WEST BRANCH

300 ABBEY AVENUE

DAYTON, OHIO 45417

(MONTGOMERY COUNTY)

GENERAL CONSTRUCTION NOTES

1. Site/Civil Specifications. All plans, construction materials, equipment, and methods shall be in conformance with the City of Dayton and the Ohio Department of Transportation Design and Construction Specifications. All contracts and specifications shall be at the expense of the Contractor.

2. Prior to the start of construction, the Contractor shall be responsible for ensuring that all required permits and approvals have been obtained. No construction or fabrication shall begin until the Contractor has obtained the required permits and approvals as approved by all the permitting authorities. The Contractor shall obtain all permits, pay all fees, and provide proof of insurance as required to obtain permits.

3. All demolition and removal operations, as shown on sheets C-3, C-6, and C-9, shall be in place prior to the start of any demolition, cleaning, or construction operations. Excavation and removal shall conform to all Local, State, and Federal regulations and requirements.

4. North arrow, existing topography, and boundaries based on field survey of the subject property approved by the Dayton Engineering Services.

5. Information on existing utilities has been compiled from available information including utility company and related records and field survey. Existing utilities are shown on site plans in a general location. The Contractor is responsible for determining actual location and checking to ensure that the proposed construction will not interfere with any existing utilities. Prior to demolition or construction, the Contractor shall contact the appropriate utility company to determine location and verify all utility locations.

6. The Contractor shall provide and maintain traffic control devices for protection of all vehicles and pedestrians consisting of stop signs, warning signs, lights, and pavement markings as required by the City of Dayton.

7. The Contractor shall meet all material and property storage requirements during construction. Any Contractor generated waste, materials, etc., shall be processed by a Professional Land Surveyor (registered with the State) at the expense of the Contractor.

8. The Contractor shall be responsible for any damage incurred to any adjacent property or public right-of-way during demolition and construction shall be restored to its original condition or better. This includes any damage to public utilities, sidewalks, lights, and other public property.

9. The Contractor shall consult with the State, Federal, and Local authorities when operating cranes, hoists, and other equipment. All electrical lines, if necessary, shall be in place by the Contractor prior to any construction activities.

10. All material schedules shown on the plans are for information only. The Contractor shall propose their material schedules based upon their planned material quantities. The schedule shall be coordinated in the field by the Contractor prior to ordering materials or performing work.

11. All work within public rights-of-way shall be in accordance with the City of Dayton rules, specifications, and regulations, and unless applicable, the Ohio Department of Transportation.
PLN2020-00339

Wright Company Factory Development Site
Planned Development Standards

The following land use controls are applicable to Planned Development $$$ (PD-$$$). The PD area includes the approximately 34-acre property known as Montgomery County Tax Parcels R72 00111 0006, R72 00111 0007, R72 09303 0044, R72 09305 0076, and R72 09301 0005 and located at the southeast corner of Abbey Avenue and W. Third Street.

Intent & Purpose
To encourage and support the comprehensive redevelopment of the historic Wright Company Factory site and surrounding parcels by adopting a Planned Development that supports a cohesive vision for the subject area that addresses form, design, and function while allowing for flexibility as development phases advance. The development standards contained herein shall apply to the above referenced parcels.

Project Description
The Wright Company Factory Development Site (“Development Site”) is 33.982 acres, and includes two primary parcels (R72 00111 0006 and R72 00111 0007) along with three railroad right of way parcels (R72 09303 0044, R72 09305 0076, and R72 09301 0005). The site was home to the Wright Company’s original airplane factory, Inland, and Delphi Automotive – all industrial uses. There are six remaining structures on site, five of which are listed on the national register of historic places as contributing structures and one of which is considered noncontributing and will be demolished. The underlying zoning is currently General Industrial (I-2) but shall change to Mixed-Use Hub (MX).

At the time of this Planned Development adoption, two end users are identified: Dayton Metro Library and the National Park Service.
Description of Development Areas

The Development Site has several unique development areas within its bounds. Geographic features specific to each area – such as street frontage or existing structures – drive the design standards included herein.

Area 1: Dayton Metro Library (portion of R72 00111 0007)
- Final acreage is under negotiation; estimated acreage is between 5 - 8
- TBD frontage on Abbey
- TBD frontage on US HWY 35
- Vacant land
- Identified use: Public library

Area 2: Abbey Avenue (portion of R72 00111 0006)
- 8.38 acres
- 892 feet of frontage along Abbey Ave
- Vacant land; use to be determined.

Area 3: National Park Service (portion of R72 00111 0006)
- Final acreage is under negotiation; estimated acreage is 3.50
- TBD frontage on w. 3rd Street
- Three (3) existing structures, all listed on the National Register of Historic Places.
- Building 1 was home to the Wright Company Factory, and it along with Building 2 will be used as a museum by the National Park Service.
- Building 17 is noncontributing to the Dayton Aviation Heritage National Historical Park and is planned to be demolished.
- Vacant land and structures
- Identified use: Dayton Aviation Heritage National Historical Park

Area 4: Third Street (portion of R72 00111 0006)
- 1.06 acres
- 266 feet of frontage along W. 3rd Street
- Vacant land
- Use to be determined

Area 5: Ardmore/Cowart Avenue (portions of R72 00111 0006 and R72 00111 0007)
- 12.29 acres
- 666 feet of frontage along Cowart
- 130 feet of frontage along Ardmore
- 339 feet of frontage along US HWY 35
- Three (3) existing structures, all listed on the National Register of Historic Places. Buildings 3, 4, and 5 will be utilized as adaptive use opportunities
- Vacant land and structures
- Use to be determined
Development Site Design Standards

Permitted and Conditional Uses

A ‘highest and best use’ approach is the overall goal for the Wright Company Factory Site, and in that spirit, should any viable development opportunity present itself that would require deviations from these guidelines, the master developer/city will be open to exploring how it might advance the goals of the overall district, surrounding neighborhood vision, and economic development impact.

A) All uses permitted by right, conditional, or accessory in accordance with R.C.G.O. Section 150.330 MX Mixed-Use Hub shall be permitted as regulated herein.

B) The Planned Development shall permit the following uses by right as regulated herein:
   - Industrial, Light
   - Recreation Facility, Outdoor

C) Due to a no-further-action letter from the EPA, residential uses are prohibited anywhere within this development site.

Light Industrial Uses

Light Industrial (I-1) uses shall conform to regulations found in Section 150.340, Industrial Districts and to the additional requirements included herein.

A) The following uses, generally considered, single use, vehicular-oriented and land intensive, normally permitted by right or as a conditional use within an I-1 District, shall not be permitted within this Planned Development: Auto Service Station, Car wash, Motor vehicle body shop, motor vehicle sales/rental (including boats), motor vehicle repair (including boats), transit garage, vehicle fueling station, outdoor storage (equipment/vehicles), outdoor storage (general materials), indoor storage, trucking/motor freight terminal, wholesale sales and/or distribution (outdoor), recycling collection facility (small), recycling processing facility (indoor), solid waste composting facility (Class IV), water supply/treatment facility, adult entertainment

B) Height Regulations: Maximum building heights shall be up to 50.’ Roof elements, architectural features and potential structural elements may be permitted above this, provided it is part of a cohesive design vision and advances the vision of a creating vibrant district.

C) Outdoor Storage is not permitted within this Planned Development, including but not limited to any temporary and/or accessory ‘mobile’ structures, mobile units that are not part of a construction site.
D) Chain link fences are prohibited in any part of the district.

Recreation Facility, Outdoor
Recreation facilities, outdoor, is defined as a facility primarily used for the outdoor conduct of, or participation in, recreational activities, and secondarily for the viewing of such activities. Such a facility may include one or more structures. This term includes, but is not limited to, a golf or mini-golf course/facility, tennis, basketball or volleyball court, soccer, baseball or football field, or amusement or water park. This term does not include a health club or private golf/swim/tennis club.

Outdoor recreation facilities shall conform to the regulations of Sections 150.565.49, Recreation Facility, Outdoor.

Connectivity: Traffic, Pedestrians, and Bicycle Access
A) A permanent, 70 foot-wide access easement shall be maintained directly to the west of the existing structures in Area 3. The easement shall prioritize pedestrian users on the southern half and may restrict vehicles at certain times or permanently depending upon the development uses surrounding it.

B) Existing sidewalks shall be maintained or repaired as necessary and kept in good repair in perpetuity along street frontages.

C) Pedestrians shall be given preference when designing interior landscaping, pathways, and parking areas. Specific considerations include installing raised crossings to allow continuous surface with sidewalks, planning diagonal pedestrian pathways through parking lots, use of painted striping within crosswalks, inclusion of accessibility ramps, and changing the paving material within pedestrian zones.

D) A new multiuse trail shall be constructed that will connect the Development Site to the new bike path to be installed along Frontage Street. Temporary construction materials are permitted to allow immediate use of a trail while funding is secured for a permanent pathway.

E) Vehicular Access to the Development Site:
   - One private drive will be located south of the existing rail road road tracks to provide access to the Dayton Metro Library.
   - Additional vehicular access drives will be planned as part of subsequent development phases and will be reviewed by the City Plan Board.
Off-Street Parking
Off-street parking and loading shall conform to the regulations of Section 150.700, Off-street Parking and Loading Regulations and to the parking regulations set forth in Section 150.330.5, Off-Street Parking Requirements for Mixed-Use Districts.

Sign Regulations
A) Signs shall comply with the regulations set forth in Section 150.900, Sign Regulations. Signs shall conform to Schedule 150.900.8.

B) Billboards are prohibited.

C) Creative or monumental signage and/or public art is encouraged along the SR35 property line and throughout the development site to help create a sense of place and identify the Wright Company Factory. Designs for creative signage shall be reviewed and approved by the City Plan Board.

Landscaping, Fencing, & Screening
A) Landscaping & Screening Regulations as defined in R.C.G.O. Section 150.800 shall be applicable to the Planned Development and are incorporated herein in their entirety.

B) Existing street trees shall remain/be maintained along W. Third Street and Cowart Avenue.

C) Removal or replacement of street trees must comply with R.C.G.O. Section 150.800.6 Maintenance & Removal of Trees Within the Public Right-of-Way and R.C.G.O Section 150.800.7 Quality of Plant Materials and Tree Species Not Permitted.

D) Landscaped areas shall give preference to plants native to the southern Ohio region and shall exclude species that are listed on the Ohio Department of Natural Resources’ Invasive Species list (http://ohiodnr.gov/invasivespecies).

E) The Development Site should welcome and face the neighborhood within which it resides. Decorative perimeter fencing shall be limited to screening and enclosing utility or delivery areas and is prohibited from the front of buildings. All perimeter fencing shall be installed in accordance with R.C.G.O. Section 150.330.6 (D).

F) Chain link fences are prohibited except as a temporary use when active construction activity is occurring.

Open Space
A) Common Open Space of the Development Site shall comply with Section 150.350.19
B) Open spaces shall be designed and landscaped to encourage exploration, promote pedestrian usage, and meet the goals and vision as laid out in the Urban Design Associates West Dayton Neighborhood Vision Plan.

**Urban Design Concepts**

The redevelopment of the Wright Factory Company Site provides the opportunity to establish a new community center and/or a regional attraction. While the overall vision for the full redevelopment of the site is still in the planning phase, the following urban design concepts shall be applied as projects move forward:

A) Proposals shall enhance and improve the character of the community and be appropriate and compatible with its surroundings in accordance with the intent, objectives, and development requirements set forth in Section 150.330.11 Required Design Standards (MX).

B) Buildings, structures, and landscaping shall be designed, located on the site, and be of a scale and massing to complement adjacent buildings and enhance the character of the surrounding area.

C) Variety in the design of storefronts is desirable to create a lively and attractive pedestrian environment. There shall be no requirement that storefronts in one building use the same design elements. Each building of a multiple building development shall have its own distinct identity, yet should also be compatible with adjacent buildings in terms of proportion and materials.

D) Continuous and safe pedestrian connections shall be provided between buildings in a multi-building development, and between principal buildings, their parking lots, public sidewalks and adjacent buildings and sites.

**Streetscape**

The Wright Company Factory Site is envisioned as a walkable campus-style district, featuring both rehabilitated structures and new development opportunities, framed by an existing street grid, and subdivided by a new internal and vehicular circulation network. The district will also feature significant pedestrian gathering spaces and outward facing portions of the development. Externally facing developments will front along sections of both W. Third Street and Abbey Avenue and will help to address and re-activate the streetscape along these corridors.

All streets, sidewalks, walkways and streetscapes – existing and to be constructed, internal to the site and those surrounding – will be designed to accommodate all potential users (pedestrians,
cyclists, those with strollers or wheelchairs, and vehicles) while providing spaces for social interaction and services, where they are both viable and will be of the highest use potential.

**Architectural Criteria and Building Materials**

Planned Development Overlay Districts are established to encourage unified developments that encourage imaginative architectural design combined with creative planning and urban design. With both historic factory buildings and a new modern library, future development of the Wright Company Factory Site will require flexibility in building styles and types while providing appropriate consideration to the physical and visual relationship to existing structures.

Building design and materials shall conform to the standards as identified in Schedule 150.330.11, Required Design Standards, for (MX) Mixed-Use Hub Districts.

**Definitions**

For the purposes of these design standards, terms are defined as follows:

**Development Buffer:** A combination of physical space and vertical elements, such as plants, berms, fences, or walls, the purpose of which is to separate and screen incompatible land uses from each other while protecting view-sheds by restricting the construction of structures or buildings.

**Public access easement:** An area of the property that the owner of the land grants public access to in perpetuity.
Individual Development Area Design Standards

Area 1: Dayton Metro Library (portion of R72 00111 0007)
The Dayton Metro Library (“DML”) is committed to locating its new west-side branch on the south-west portion of the development site. DML plans to purchase a portion of the development site and begin construction in 2020. A site plan and renderings for the new library building are attached to these standards and are incorporated herein.

Area 2: Abbey Avenue (portion of R72 00111 0006)
Initial concepts for Area 2 envision outdoor recreation, office, commercial, or retail uses that front on Abby while intentionally connecting to the historic center of the site. A pedestrian plaza is imagined at the connecting point of Areas 1, 2, and 5 that may provide event and gathering space for the entire development site. New development in Area 2 shall be compatible with the existing structures while fitting within the context of the surrounding area.

Standards for Area 2:
A) New construction shall be differentiated from the historic structures located in Area 2 but shall be designed to be and constructed with materials that are compatible with the historic materials, features, size, scale and proportion, and massing of the historic Wright Company Factory buildings.

B) Viewsheds of the historic Wright Company Factory buildings shall be taken into consideration during the development of the final site plan for Area 2, specifically the view from Abbey Ave directly west of the building facades.

C) Maximum setback along Abbey of 15 feet.

D) Building Heights shall be compatible with the existing buildings and shall have a maximum height of up to 40’.

E) Building entrances: Buildings, without public street frontage, shall provide a sidewalk or courtyard that connects to the sidewalk of a public street.

F) Parking location: Off street parking shall be located behind the primary structure or internal to the development.

G) Deliveries and loading docks: Shall be located internal to the site and shall not face the perimeter of the development area.

Area 3: National Park Service (portion of R72 00111 0006)
The buildings within Area 3 are historic structures of a distinctive style and scale and together possess an overall physical ambience. Buildings 1 and 2 were home to the Wright Company’s first airplane factory and it, along with the other existing structures (buildings 3, 4, and 5) are listed on the National Register of Historic Places. Redevelopment activity shall be reviewed to ensure compatibility with existing structures so as to preserve or protect the unique character of the area.
Standards for Area 3:

A) A permanent access easement shall be maintained in perpetuity along the west façade of the existing structures. The easement shall prioritize pedestrian users and may restrict vehicles at certain times or permanently depending upon the development uses surrounding it.

B) Deliveries and loading docks: Shall be located at the rear of the existing structures and shall not utilize the permanent access easement located to the west of the structures.

C) The portion of the area that fronts on W. Third Street shall be restricted to open space to protect the views of the historic structures from W. Third Street. Gateway, signage, or other artistic features are encouraged.

D) The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property shall be avoided.

E) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

F) Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

G) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

H) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

I) Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

J) New additions, exterior alterations or related new construction shall not destroy historic materials, features and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

K) New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
L) Demolition shall not be permitted unless the applicant can meet one of the following conditions:
   a. When in the opinion of the Chief Building Official, there is actual and immediate risk of failure or collapse of a building or structure, or a part thereof, and an order is issued for the removal of said structure under Section 153.25 of the R.C.G.O.
   b. The applicant is requesting to remove a non-contributing structure, or non-contributing addition, and the applicant has submitted a Mitigation Plan in conformance with sub-section 150.345.10, Mitigation Plan Required.
   c. The applicant is requesting to remove a contributing addition that has suffered severe damage, and the applicant has submitted a Mitigation Plan in conformance with sub-section 150.345.10, Mitigation Plan Required.

Area 4: Third Street (portion of R72 00111 0006)
Area 4 provides an opportunity to re-establish the street wall along W. Third Street, activating the northern boundary of the site while directly connecting the development to the surrounding neighborhood.

Standards for Area 4:
A) Maximum setback along W. Third Street of 20 feet.

B) Building Heights shall be compatible with the existing buildings and shall have a maximum height of up to 40.’

C) Building entrances shall face the public street and shall be accessible by pedestrians from the public sidewalk.

D) Landscaping: Existing, mature trees shall be maintained and retained throughout the redevelopment process.

E) Windows: First floor windows shall permit pedestrians a view of the interior of the building. Windows shall remain transparent and shall not be blocked in any manner.

F) Front façade: For the first floor, the front facade of every building shall have transparent areas, equal to sixty (60) percent of the front facade area (measured as the total area below the transition line). These transparent areas shall be between two (2) and nine (9) feet above the sidewalk.

Area 5: Ardmore/Cowart Avenue (portions of R72 00111 0006 and R72 00111 0007)
The buildings within Area 5 are historic structures of a distinctive style and scale and together possess an overall physical ambience. Buildings 3, 4, and 5 are listed on the National Register of Historic Places and redevelopment activity shall be compatible with existing structures so as to preserve or protect the unique character of the area.

Visioning for Area 5 has alternately included vibrant greenspace with stormwater detention and the reinstatement of the historic street grid with residential development. Further planning and review is required to determine the highest and best use of this large development area.
Standards for Area 5:

A) Future development should consider a gateway feature at the underpass crossing at Frontage Street to welcome pedestrians crossing under 35 from the southern neighborhoods.

B) A multipurpose path shall be maintained from Frontage Street into the pedestrian paths internal to the development site.

C) Deliveries and loading docks: Shall be located in the rear of the existing structures and shall not utilize Inland or the new public access easement.

D) The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property shall be avoided.

E) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

F) Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

G) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

H) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

I) Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

J) New additions, exterior alterations or related new construction shall not destroy historic materials, features and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

K) New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

L) Demolition shall not be permitted unless the applicant can meet one of the following conditions:
d. When in the opinion of the Chief Building Official, there is actual and immediate
risk of failure or collapse of a building or structure, or a part thereof, and an order
is issued for the removal of said structure under Section 153.25 of the R.C.G.O.
e. The applicant is requesting to remove a non-contributing structure, or non-
contributing addition, and the applicant has submitted a Mitigation Plan in
conformance with sub-section 150.345.10, Mitigation Plan Required.
f. The applicant is requesting to remove a contributing addition that has suffered
severe damage, and the applicant has submitted a Mitigation Plan in conformance
with sub-section 150.345.10, Mitigation Plan Required.

Plan Adjustments and Interpretation

At the time of this PD’s adoption, the Dayton Metro Library is the only development partner
who has submitted a Final Plan, specifically for Area 1. Minor adjustments to the DML’s Final
Plan, resulting from field conditions, detailed engineering data, topography, or critical design
criteria pertaining to drives, curb data, retaining walls, fences, building locations, and building
configuration, parking area locations, or other similar project particulars, may be authorized in
writing with the concurrence of the Director of Planning and Community Development and the
Zoning Administrator.

These minor adjustments may be permitted provided they do not increase density, decrease the
number of parking spaces, or allow buildings closer to perimeter property lines. Further, such
adjustment requests shall be supported by documentation, reviewed by the Director of Planning
and Community Development and the Zoning Administrator and determined by them to conform
to the original purpose and intent of the Planned Development approval. If both the Director of
Planning and Community Development and the Zoning Administrator do not agree or agree that
an adjustment is not minor, the proposed changes shall be referred to the Plan Board for approval
and shall be processed, noticed, and heard in the manner prescribed in this Zoning Code for
Major Site Design Review in Section 150.115.7, Site Design Plan Review Procedures. (amend
Ord. 31752-19, passed 9-4-19)

The project will require multiple phases. All applicants and subsequent phases shall follow the
regulations in Section 150.350.6 Planned Development Phasing, and shall submit a Final Plan to
the Director of Planning and Community Development as defined and set forth in Section
150.350.5, Final Plan Application Requirements. Each subsequent phase shall be presented to
and reviewed by the Plan Board to ensure consistency with previously completed phases prior to
formal adoption by the City Commission.

After the Commission has approved this Planned Development, it may be amended only by the
use of the same procedures as are applicable for the original adoption of a Planned Development.
AN ORDINANCE

Amending the Official Zoning Map to Establish Planned Development 180 for the Wright Company Factory Development Site and Rezoning the Property Within the Planned Development as MX Mixed-Use Hub District, and Declaring an Emergency.

WHEREAS, The property owner has requested that Planned Development 180 ("PD-180") be established for 34 +/- acres encompassing the Wright Company Factory Site, and that all property within the boundaries of PD-180 shall be rezoned from I2 General Industry to MX Mixed-Use Hub; and

WHEREAS, PD-180 is being established to allow for a mixed use development and the preservation and rehabilitation of five vacant buildings; and

WHEREAS, The Plan Board, on September 8, 2020 in Case PLN2020-00339 recommended approval of this request; and

WHEREAS, To allow work to begin on this development as soon as possible and to provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. PD-180, Wright Company Factory Site, is established for approximately 34 +/- acres with Parcel Identification Numbers of R72 00111 0006, R72 00111 0007, R72 09303 0044, R72 09305 0076, and R72 09301 0005. All property within the boundaries of PD-180 shall be rezoned from I2 General Industry to MX Mixed-Use Hub. The City’s official zoning map shall be redrawn to reflect the establishment of PD-180 and the aforementioned zoning change.

Section 2. In addition to the requirements applicable to all properties zoned MX Mixed-Use Hub, the property described in Section 1 of this ordinance, PD-180, is subject to the conditions and land use controls set forth in Exhibit A, attached hereto and incorporated herein.

Section 3. Any phased review of detailed final plans, amendments, minor adjustments, and/or other issues related to PD-180 that are not addressed in Exhibit A shall be conducted in accordance with Section 150.350, Planned Developments, of the Zoning Code or any other applicable section of the Zoning Code.
Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission ................................., 2020

Signed by the Mayor ..........................................., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

2
Exhibit A

PLN2020-00339

Wright Company Factory Development Site
Planned Development Standards

The following land use controls are applicable to Planned Development 180 (PD-180). The PD area includes the approximately 34-acre property known as Montgomery County Tax Parcels R72 00111 0006, R72 00111 0007, R72 09303 0044, R72 09305 0076, and R72 09301 0005 and located at the southeast corner of Abbey Avenue and W. Third Street.

Intent & Purpose

To encourage and support the comprehensive redevelopment of the historic Wright Company Factory site and surrounding parcels by adopting a Planned Development that supports a cohesive vision for the subject area that addresses form, design, and function while allowing for flexibility as development phases advance. The development standards contained herein shall apply to the above referenced parcels.

Project Description

The Wright Company Factory Development Site (“Development Site”) is 33.982 acres, and includes two primary parcels (R72 00111 0006 and R72 00111 0007) along with three railroad right of way parcels (R72 09303 0044, R72 09305 0076, and R72 09301 0005). The site was home to the Wright Company’s original airplane factory, Inland, and Delphi Automotive – all industrial uses. There are six remaining structures on site, five of which are listed on the national register of historic places as contributing structures and one of which is considered noncontributing and will be demolished. The underlying zoning is currently General Industrial (I-2) but shall change to Mixed-Use Hub (MX).

At the time of this Planned Development adoption, two end users are identified: Dayton Metro Library and the National Park Service.
Description of Development Areas
The Development Site has several unique development areas within its bounds. Geographic features specific to each area – such as street frontage or existing structures – drive the design standards included herein.

**Area 1:** Dayton Metro Library (portion of R72 00111 0007)
- Identified use: Public library
- Vacant land
- Final acreage is under negotiation; estimated acreage is between 5 - 8

**Area 2:** Abbey Avenue (portion of R72 00111 0006)
- Vacant land; use to be determined.
- 8.38 acres
- 892 feet of frontage along Abbey Ave

**Area 3:** National Park Service (portion of R72 00111 0006)
- Identified use: Dayton Aviation Heritage National Historical Park
- Vacant land and structures
- Final acreage is under negotiation; estimated acreage is 3.50
- Three (3) existing structures, all listed on the National Register of Historic Places.
- Building 1 was home to the Wright Company Factory, and it along with Building 2 will be used as a museum by the National Park Service.
- Building 17 is noncontributing to the Dayton Aviation Heritage National Historical Park and is planned to be demolished.

**Area 4:** Third Street (portion of R72 00111 0006)
- Use to be determined
- Vacant land
- 1.06 acres
- 266 feet of frontage along W. 3rd Street

**Area 5:** Ardmore/Cowart Avenue (portions of R72 00111 0006 and R72 00111 0007)
- Use to be determined
- Vacant land and structures
- 12.29 acres
- 666 feet of frontage along Cowart
- 130 feet of frontage along Ardmore
- 339 feet of frontage along US HWY 35
- Three (3) existing structures, all listed on the National Register of Historic Places. Buildings 3, 4, and 5 will be utilized as adaptive use opportunities
Development Site Design Standards

Permitted and Conditional Uses

A ‘highest and best use’ approach is the overall goal for the Wright Company Factory Site, and in that spirit, should any viable development opportunity present itself that would require deviations from these guidelines, the master developer/City will be open to exploring how it might advance the goals of the overall district, surrounding neighborhood vision, and economic development impact.

A) All uses permitted by right, conditional, or accessory in accordance with R.C.G.O. Section 150.330 MX Mixed-Use Hub shall be permitted as regulated herein.

B) The Planned Development shall permit the following uses by right as regulated herein:
   - Industrial, Light
   - Recreation Facility, Outdoor

Use Not Permitted

A) Residential: Due to a no-further-action letter from the EPA, residential uses are prohibited anywhere within this development site.

Light Industrial Uses

Light Industrial (I-1) uses shall conform to regulations found in Section 150.340, Industrial Districts and to the additional requirements included herein.

A) The following uses, generally considered, single use, vehicular-oriented and land intensive, normally permitted by right or as a conditional use within an I-1 District, shall not be permitted within this Planned Development: Auto Service Station, Car wash, Motor vehicle body shop, motor vehicle sales/rental (including boats), motor vehicle repair (including boats), transit garage, vehicle fueling station, outdoor storage (equipment/vehicles), outdoor storage (general materials), indoor storage, trucking/motor freight terminal, wholesale sales and/or distribution (outdoor), recycling collection facility (small), recycling processing facility (indoor), solid waste composting facility (Class IV), water supply/treatment facility, adult entertainment

B) Height Regulations: Maximum building heights shall be up to 50.’ Roof elements, architectural features and potential structural elements may be permitted above this, provided it is part of a cohesive design vision and advances the vision of a creating vibrant district.
C) Outdoor Storage is not permitted within this Planned Development, including but not limited to any temporary and/or accessory ‘mobile’ structures, mobile units that are not part of a construction site.

D) Chain link fences are prohibited in any part of the district.

Recreation Facility, Outdoor
Recreation facilities, outdoor, is defined as a facility primarily used for the outdoor conduct of, or participation in, recreational activities, and secondarily for the viewing of such activities. Such a facility may include one or more structures. This term includes, but is not limited to, a golf or mini-golf course/facility, tennis, basketball or volleyball court, soccer, baseball or football field, or amusement or water park. This term does not include a health club or private golf/swim/tennis club.

A) Outdoor recreation facilities shall conform to the regulations of Sections 150.565.49, Recreation Facility, Outdoor.

Connectivity: Traffic, Pedestrians, and Bicycle Access
A) A permanent, 70 foot-wide access easement shall be maintained directly to the west of the existing structures in Area 3. The easement shall prioritize pedestrian users on the southern half and may restrict vehicles at certain times or permanently depending upon the development uses surrounding it.

B) Existing sidewalks shall be maintained or repaired as necessary and kept in good repair in perpetuity along street frontages.

C) New sidewalks shall have a minimum width of 8’.

D) Pedestrians shall be given preference when designing interior landscaping, pathways, and parking areas. Specific considerations include installing raised crossings to allow continuous surfacing with sidewalks, planning diagonal pedestrian pathways through parking lots, use of painted striping within crosswalks, inclusion of accessibility ramps, and changing the paving material within pedestrian zones.

E) A new multiuse trail shall be constructed that will connect the Development Site to the new bike path to be installed along Frontage Street. Temporary construction materials are permitted to allow immediate use of a trail while funding is secured for a permanent pathway.
F) Vehicular Access to the Development Site:
   - One private drive will be located south of the existing rail road tracks to provide access to the Dayton Metro Library and shall be constructed as shown on Attachment A, DML Final plan.
   - Additional vehicular access drives will be planned as part of subsequent development phases and will be reviewed by the City Plan Board.

Off-Street Parking
   A) Off-street parking and loading shall conform to the regulations of Section 150.700, Off-street Parking and Loading Regulations and to the parking regulations set forth in Section 150.330.5, Off-Street Parking Requirements for Mixed-Use Districts.

Sign Regulations
   A) Signs shall comply with the regulations set forth in Section 150.900, Sign Regulations. Signs shall conform to Schedule 150.900.8.

   B) Billboards are prohibited.

   C) Creative or monumental signage and/or public art is encouraged along the SR35 property line and throughout the development site to help create a sense of place and identify the Wright Company Factory. Designs for creative signage shall be reviewed and approved by the City Plan Board.
      - Monumental or creative signage and public art may exceed standard sign regulations in size, height, or area if they support the placemaking goals of the overall development site.

Landscaping, Fencing, & Screening
   A) Landscaping & Screening Regulations as defined in R.C.G.O. Section 150.800 shall be applicable to the Planned Development and are incorporated herein in their entirety.

   B) Existing street trees shall remain/be maintained along W. Third Street and Cowart Avenue.

   C) Removal or replacement of street trees must comply with R.C.G.O. Section 150.800.6 Maintenance & Removal of Trees Within the Public Right-of-Way and R.C.G.O Section 150.800.7 Quality of Plant Materials and Tree Species Not Permitted.

   D) Landscaped areas shall give preference to plants native to the southern Ohio region and shall exclude species that are listed on the Ohio Department of Natural Resources’ Invasive Species list (http://ohiodnr.gov/invasivespecies).
E) Solid decorative fencing shall be limited to screening and enclosing utility or delivery areas and is prohibited from the front of buildings. All other perimeter fencing shall be ornamental and be installed in accordance with R.C.G.O. Section 150.330.6 (D).

F) Chain link fences are prohibited except as a temporary use when active construction activity is occurring.

Setbacks
A) Setbacks shall conform to the regulations of Schedule 150.330.3, Development Standards in Mixed Use Districts.

Open Space
A) Open spaces shall be designed and landscaped to encourage exploration and promote pedestrian usage.

Urban Design Concepts
The redevelopment of the Wright Factory Company Site provides the opportunity to establish a new community center and/or a regional attraction. While the overall vision for the full redevelopment of the site is still in the planning phase, the following urban design concepts shall be applied as projects move forward:

A) Proposals shall enhance and improve the character of the community and be appropriate and compatible with its surroundings in accordance with the intent, objectives, and development requirements set forth in Section 150.330.11 Required Design Standards (MX).

B) Buildings, structures, and landscaping shall be designed, located on the site, and be of a scale and massing to complement adjacent buildings and enhance the character of the surrounding area.

C) Variety in the design of storefronts is desirable to create a lively and attractive pedestrian environment. There shall be no requirement that storefronts in one building use the same design elements. Each building of a multiple building/tenant development shall have its own distinct identity, yet should also be compatible with adjacent buildings in terms of proportion and materials.

D) Continuous and safe pedestrian connections shall be provided between buildings in a multi-building development, and between principal buildings, their parking lots, public sidewalks and adjacent buildings and sites.
Streetscape
The Wright Company Factory Site is envisioned as a walkable campus-style district, featuring both rehabilitated structures and new development opportunities, framed by an existing street grid, and subdivided by a new internal and vehicular circulation network. The district will also feature significant pedestrian gathering spaces and outward facing portions of the development. Externally facing developments will front along sections of both W. Third Street and Abbey Avenue and will help to address and re-activate the streetscape along these corridors.

Circulation
All streets, sidewalks, walkways and streetscapes – existing and to be constructed, internal to the site and those surrounding – will be designed to accommodate all potential users (pedestrians, cyclists, those with strollers or wheelchairs, and vehicles) while providing spaces for social interaction and services, where they are both viable and will be of the highest use potential.

A) All new streets shall conform to the regulations of RGCO Section 151.35 – Street design standards for all local streets except cul-de-sacs and loop type streets.

Architectural Criteria and Building Materials
Planned Development Overlay Districts are established to encourage unified developments that encourage imaginative architectural design combined with creative planning and urban design. With both historic factory buildings and a new modern library, future development of the Wright Company Factory Site will require flexibility in building styles and types while providing appropriate consideration to the physical and visual relationship to existing structures.

A) Building design and materials shall conform to the standards as identified in Schedule 150.330.11, Required Design Standards, for (MX) Mixed-Use Hub Districts.

Definitions

For the purposes of these design standards, terms are defined as follows:

Development Buffer: A combination of physical space and vertical elements, such as plants, berms, fences, or walls, the purpose of which is to separate and screen incompatible land uses from each other while protecting view-sheds by restricting the construction of structures or buildings.

Public access easement: An area of the property that the owner of the land grants public access to in perpetuity.
Wright Company Factory Site

Setbacks, Buffers, Access, Gateways, and Public Space
Individual Development Area Design Standards

In addition to the above identified Development Site Design Standards, there are specific considerations for the unique development areas located within the site. The following Individual Development Area Design Standards shall be applied in addition to the above standards.

**Area 1: Dayton Metro Library (portion of R72 00111 0007)**
The Dayton Metro Library (“DML”) is committed to locating its new west-side branch on the south-west portion of the development site. DML plans to purchase a portion of the development site and begin construction in 2020. A site plan and renderings for the new library building are attached to these standards and are incorporated herein.

**Area 2: Abbey Avenue (portion of R72 00111 0006)**
Initial concepts for Area 2 envision outdoor recreation, office, commercial, or retail uses that front on Abby while intentionally connecting to the historic center of the site. A pedestrian plaza is imagined at the connecting point of Areas 1, 2, and 5 that may provide event and gathering space for the entire development site. New development in Area 2 shall be compatible with the existing structures while fitting within the context of the surrounding area.

Standards for Area 2:

A) New construction shall be differentiated from the historic structures located in Area 2 but shall be designed to be and constructed with materials that are compatible with the historic materials, features, size, scale and proportion, and massing of the historic Wright Company Factory buildings.

B) Viewsheds of the historic Wright Company Factory buildings shall be taken into consideration during the development of the final site plan for Area 2, specifically the view from Abbey Ave directly west of the building facades.

C) Building Heights shall be compatible with the existing buildings and shall have a maximum height of up to 40’.

D) Building entrances: Buildings, without public street frontage, shall provide a sidewalk or courtyard that connects to the sidewalk of a public street.

E) Parking location: Off street parking shall be located behind the primary structure or internal to the development.

F) Deliveries and loading docks: Shall be located internal to the site and shall not face the perimeter of the development area.

**Area 3: National Park Service (portion of R72 00111 0006)**
The buildings within Area 3 are historic structures of a distinctive style and scale and together possess an overall physical ambience. Buildings 1 and 2 were home to the Wright Company’s first airplane factory and it, along with the other existing structures (buildings 3, 4, and 5) are listed on
the National Register of Historic Places. Redevelopment activity shall be reviewed to ensure compatibility with existing structures so as to preserve or protect the unique character of the area.

Standards for Area 3:

A) A permanent access easement shall be maintained in perpetuity along the west façade of the existing structures. The easement shall prioritize pedestrian users and may restrict vehicles at certain times or permanently depending upon the development uses surrounding it.

B) Deliveries and loading docks: Shall be located at the rear of the existing structures and shall not utilize the permanent access easement located to the west of the structures.

C) The portion of the area that fronts on W. Third Street shall be restricted to open space to protect the viewshed of the historic structures from W. Third Street. Gateway, signage, or other artistic features are encouraged.

D) The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property shall be avoided.

E) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

F) Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

G) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

H) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

I) Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

J) New additions, exterior alterations or related new construction shall not destroy historic materials, features and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

K) New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
L) Demolition shall not be permitted unless the applicant can meet one of the following conditions:
   a. When in the opinion of the Chief Building Official, there is actual and immediate risk of failure or collapse of a building or structure, or a part thereof, and an order is issued for the removal of said structure under Section 153.25 of the R.C.G.O.
   b. The applicant is requesting to remove a non-contributing structure, or non-contributing addition, and the applicant has submitted a Mitigation Plan in conformance with sub-section 150.345.10, Mitigation Plan Required.
   c. The applicant is requesting to remove a contributing addition that has suffered severe damage, and the applicant has submitted a Mitigation Plan in conformance with sub-section 150.345.10, Mitigation Plan Required.

Area 4: Third Street (portion of R72 00111 0006)
Area 4 provides an opportunity to re-establish the street wall along W. Third Street, activating the northern boundary of the site while directly connecting the development to the surrounding neighborhood.

Standards for Area 4:
   A) Building Heights shall be compatible with the existing buildings and shall have a maximum height of up to 30’.

   B) Building entrances shall face the public street and shall be accessible by pedestrians from the public sidewalk or courtyard

   C) Landscaping: Existing, healthy, mature trees shall be maintained and retained throughout the redevelopment process.

   D) Windows: First floor windows shall permit pedestrians a view of the interior of the building. Windows shall remain transparent and shall not be blocked in any manner.

   E) Front façade: For the first floor, the front façade of every building shall have transparent areas, equal to sixty (60) percent of the front façade area (measured as the total area below the transition line). These transparent areas shall be between two (2) and nine (9) feet above the sidewalk.

Area 5: Ardmore/Cowart Avenue (portions of R72 00111 0006 and R72 00111 0007)
The buildings within Area 5 are historic structures of a distinctive style and scale and together possess an overall physical ambience. Buildings 3, 4, and 5 are listed on the National Register of Historic Places and redevelopment activity shall be compatible with existing structures so as to preserve or protect the unique character of the area.

Visioning for Area 5 has alternately included vibrant greenspace with stormwater detention or high-tech light manufacturing. Further planning and review is required to determine the highest and best use of this large development area.
Standards for Area 5:

A) Future development should consider a gateway feature at the underpass crossing at Frontage Street to welcome pedestrians crossing under 35 from the southern neighborhoods.

B) A multipurpose path shall be maintained from Frontage Street into the pedestrian paths internal to the development site.

C) Deliveries and loading docks: Shall be located in the rear of the existing structures and shall not utilize Inland or the new public access easement.

D) The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property shall be avoided.

E) Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

F) Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

G) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

H) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.

I) Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

J) New additions, exterior alterations or related new construction shall not destroy historic materials, features and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

K) New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
L) Demolition shall not be permitted unless the applicant can meet one of the following conditions:

d. When in the opinion of the Chief Building Official, there is actual and immediate risk of failure or collapse of a building or structure, or a part thereof, and an order is issued for the removal of said structure under Section 153.25 of the R.C.G.O.

e. The applicant is requesting to remove a non-contributing structure, or non-contributing addition, and the applicant has submitted a Mitigation Plan in conformance with sub-section 150.345.10, Mitigation Plan Required.

f. The applicant is requesting to remove a contributing addition that has suffered severe damage, and the applicant has submitted a Mitigation Plan in conformance with sub-section 150.345.10, Mitigation Plan Required.

Plan Adjustments and Interpretation

At the time of this PD’s adoption, the Dayton Metro Library is the only development partner who has submitted a Final Plan, specifically for Area 1. Minor adjustments to the DML’s Final Plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Director of Planning and Community Development and the Zoning Administrator.

These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Director of Planning and Community Development and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Director of Planning and Community Development and the Zoning Administrator do not agree or agree that an adjustment is not minor, the proposed changes shall be referred to the Plan Board for approval and shall be processed, noticed, and heard in the manner prescribed in this Zoning Code for Major Site Design Review in Section 150.115.7, Site Design Plan Review Procedures. (amend Ord. 31752-19, passed 9-4-19)

The project will require multiple phases. All applicants and subsequent phases shall follow the regulations in Section 150.350.6 Planned Development Phasing, and shall submit a Final Plan to the Director of Planning and Community Development as defined and set forth in Section 150.350.5, Final Plan Application Requirements. Each subsequent phase shall be presented to and reviewed by the Plan Board to ensure consistency with previously completed phases prior to formal adoption by the City Commission.

After the Commission has approved this Planned Development, it may be amended only by the use of the same procedures as are applicable for the original adoption of a Planned Development.