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: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
   9:30 AM - PRC
   https://www.daytonohio.gov/govtv
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. 2021 Purchase Orders:

   FIRE
   A1. USI Midwest LLC- (Garage Keepers Legal Liability and Automotive Liability insurance) $18,928.00
1. (Cont’d):

**PROCUREMENT, MANAGEMENT AND BUDGET**

- **B1. Queen City Mechanicals, Inc.** (automatic faucets and flush valves and installation services) $25,135.00
  - Depts. of Fire and Procurement, Management & Budget. **Total:** $44,063.00

2. **2021 Purchase Orders:**

<table>
<thead>
<tr>
<th>CIVIL SERVICE</th>
<th>FINANCE</th>
<th>INFORMATION TECHNOLOGY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A1. CELLO Ptns hp dba Verizon Wireless</strong> (cellular and broadband card services as needed through 12/31/22) $12,000.00</td>
<td><strong>A2. Comptech Computer Technologies, Inc.</strong> (temporary staffing services as needed through 12/31/22) $50,000.00</td>
<td><strong>D1. Dude Solutions, Inc./FacilityDude.com dba FacilityDude.com</strong> (Asset Essentials Core Plus software and support services) $34,985.15</td>
</tr>
<tr>
<td><strong>A3. Mansfield Oil Company of Gainesville, Inc.</strong> (unleaded gasoline and diesel fuel as needed through 12/31/24) $570,000.00</td>
<td><strong>A4. Miami Valley Audio LTD.</strong> (satellite television services as needed through 12/31/25) $51,217.00</td>
<td><strong>D2. Graybar Electric Company, Inc.</strong> (maintenance service agreement for the Server Room Uninterrupted Power Supply (UPS) $16,766.67</td>
</tr>
<tr>
<td><strong>A5. Vertiv Corporation</strong> (uninterruptible power supply (UPS) maintenance services) $48,080.00</td>
<td><strong>A5. Vertiv Corporation</strong> (uninterruptible power supply (UPS) maintenance services) $48,080.00</td>
<td><strong>D3. Kronos, Inc.</strong> (annual computer software maintenance and support services as needed through 12/31/24) $238,764.35</td>
</tr>
<tr>
<td><strong>B1. Britton &amp; Associates</strong> (court reporting services as needed through 12/31/25) $44,000.00</td>
<td><strong>C1. 3SG PLUS LLC</strong> (data entry and digital imaging services as needed through 12/31/22) $55,000.00</td>
<td><strong>D4. Kwan Software Engineering, Inc. dba VERIPLIC</strong> (annual software maintenance and support services as needed through 12/31/25) $71,570.00</td>
</tr>
<tr>
<td><strong>B2. Brinks, Inc.</strong> (armored car services as needed through 12/31/22) $11,200.00</td>
<td><strong>C2. Brinks, Inc.</strong> (armored car services as needed through 12/31/22) $11,200.00</td>
<td><strong>D5. Ohio State University</strong> (VCenter Server and VSphere Enterprise one year support agreements as needed through 12/31/25) $107,015.60</td>
</tr>
</tbody>
</table>
2. (Cont’d):

D6. Rocket Software, Inc. (annual software maintenance agreement)  
14,197.50

D7. Vermont Systems, Inc. (annual software maintenance and support services)  
10,967.44

D8. Vertical Communications, Inc. (on-site technician and annual maintenance services for VoIP network and IRV systems as needed through 12/31/22)  
251,593.00

PUBLIC WORKS

E1. Genuine Parts Company dba NAPA Auto Parts (automotive repair parts and related items as need through 12/31/23)  
600,000.00

E2. Mansfield Oil Company of Gainesville, Inc. (unleaded gasoline and diesel fuel as needed through 12/31/24)  
5,315,000.00

E3. Oshkosh Corporation (Oshkosh brand parts and related items as needed through 12/31/25)  
165,000.00

E4. Truck Country of Indiana, Inc. dba Stoops Freightliner (Freightliner and Autocar brand parts and repair services as needed through 12/31/22)  
280,000.00

E5. Pryor Funeral Home LLC formerly Greater Dayton Crematory Service (indigent burial services as needed through 12/31/22)  
40,000.00

E6. Cargill, Inc. (rock salt as needed through 12/31/22)  
500,000.00

E7. Chloride Solutions LLC (non-chloride liquid deicer/anti-icer products as needed through 12/31/22)  
31,000.00

E8. Crown Personnel Service, Inc. (temporary staffing services as needed through 12/31/22)  
180,000.00

E9. Rehrig Pacific Company (ninety-six (96) gallon trash containers with radio frequency identification tags as needed through 12/31/26)  
2,250,000.00

RECREATION

F1. Mansfield Oil Company of Gainesville, Inc. (unleaded gasoline and diesel fuel as needed through 12/31/24)  
80,000.00

WATER

G1. CELLO Prtnshp dba Verizon Wireless (P0220018) (cellular telephones, broadband card services and related items as needed through 12/31/22)  
17,000.00

G2. Ohio State University (software maintenance and support services for VMware software)  
30,028.70

G3. SAP Public Services, Inc. (annual computer software maintenance and support services)  
16,374.60
G4. Crown Personnel Service, Inc. (temporary staffing services as needed through 12/31/22)  $53,000.00
G5. Accelerated Technology Laboratories, Inc. (annual maintenance and support services renewal agreement for laboratory equipment as needed though 12/31/22)  $16,020.00
G6. BEC Enterprises LLC dba Brown Equipment (hydro-excavators repair parts, related items and repair services as needed through 12/31/23)  $80,000.00
G7. CELLO Prtshp dba Verizon Wireless (P020025) (cellular telephones, broadband card services and related times as needed through 12/31/23)  $50,000.00
G8. Montgomery County (sanitary waste disposal services as need through 12/31/24)  $70,500.00
-Departments of Aviation, Civil Service Board, Finance, Information Technology, Public Works, Recreation and Water  Total: $113,361,280.01

3. Clark Schaefer Consulting LLC – Service Agreement – for professional financial consulting services - Department of Aviation  $30,000.00 (Thru 1/31/22)

4. Complete Computer Support, LLC – Service Agreement – to supplement desktop computer and printer repair support for city of Dayton end-users - Department of Information Technology  $40,000.00 (Thru 12/31/22)

5. Dayton Area Chamber of Commerce – Service Agreement - for an Airline Co-Op Marketing Agreement – Department of Aviation  $582,600.00 (Thru 12/31/22)

6. Montgomery County Public Defender – Service Agreement – for indigent defense services in Dayton Municipal Court – Department of Planning, Neighborhoods and Development  $50,000.00 (Thru 12/31/22)

7. Progress Software Corporation – Contract Modification – for licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System  $57,887.40 (Thru 12/31/22)
8. **Shook Construction Co. Inc. – Contract Modification** – for additional cost beyond the contingency cost for the construction of the Total Phosphorus Treatment Improvements - Department of Water  
   $782,000.00  
   (Thru 12/31/23)

9. **Signature Technologies, Inc. dba Com-Net. Software – Contract Modification** – second amendment to provide the Department of Aviation Airport Vision and Airport Voice hardware and software support for the flight information displays and paging systems as well as the OAG/Flightview data feed, air traffic map and web content – Department of Aviation  
   $112,746.64  
   (Thru 2/22/23)

C. **Revenue to the City:**

10. **Montgomery County Board of Commissioners – Service Agreement** – for the continuation of Electronic Home Detention Services for all Municipal Courts in Montgomery County – Municipal Courts  
    $300,000.00  
    (Paid to the City)

E. **Other – Contributions, Etc.:**

11. **Bladecutter's Inc., Lawn and Landscaping – Payment of Voucher** – to pay the balance of collaborative swing set purchase and installation at DeWeese Ridgecrest Park – Department of Public Works  
    $3,188.00

12. **Dinsmore & Shohl, LLP – Payment of Voucher** – for cost related to the transfer of the Dayton Convention Center to the Montgomery County Convention Facilities – Department of Finance  
    $12,285.00

IV. **LEGISLATION:**

**Emergency Ordinances – First & Second Reading**

13. **No. 31942-21**  
    Appropriating Property Designated as Parcel 79 WD & T in Connection with the Salem Avenue Reconstruction Phase 2, and Declaring an Emergency.
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. No. 31943-21</td>
<td>Authorizing the City Manager to Enter into a Community Reinvestment Area Tax Abatement Agreement with KC Dayton Partners, LLC for Real Property Located within the Downtown Dayton Community Reinvestment Area, and Declaring an Emergency.</td>
</tr>
<tr>
<td>15. No. 31944 -21</td>
<td>Authorizing the City Manager to Enter into Four Community Reinvestment Area Tax Abatement Agreements for Real Property Located within the Webster Station Community Reinvestment Area, and Declaring an Emergency.</td>
</tr>
<tr>
<td>16. No. 31945-21</td>
<td>Providing Temporary Appropriations for the Ordinary Operating and Capital Expenses for the City of Dayton Pending Passage of the Year 2022 Annual Appropriation Ordinance, and Declaring an Emergency.</td>
</tr>
<tr>
<td>17. No. 31946-21</td>
<td>Repealing Section 2(a.), 2(b.), 2(d.) of Ordinance No. 30421-05; Repealing Section 2(b.) of Ordinance No. 30185-02; Establishing and Describing the Boundaries of the North Central Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.</td>
</tr>
<tr>
<td>18. No. 31947-21</td>
<td>Accepting a Proposed Collective Bargaining Agreement with the Dayton building and Construction Trades Council, Authorizing the City Manager to Execute Said Agreement, and Declaring an Emergency.</td>
</tr>
</tbody>
</table>

**Emergency Resolutions – First & Second Reading**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. No. 6622-21</td>
<td>Approving the City Manager’s 2022 Operating and Capital Improvement Budget Recommendations, Authorizing the Necessary Implementation Actions, and Declaring an Emergency.</td>
</tr>
</tbody>
</table>
20. **No. 6623-21** 
Authorizing the Acceptance of an Aggregate Grant Award from the United States Department of Justice in the Amount of One Hundred Sixty Thousand One Hundred Forty-Six Dollars and Zero Cents ($160,146.00) on Behalf of the City of Dayton, and Declaring an Emergency.

21. **No. 6624-21** 
Withdrawing the Objection to the Issuance of Liquor Permit No. 60766850015, Modern Food & Gas, LLC, 2951 Salem Ave, Dayton Ohio, 45406, and Declaring an Emergency.

**Ordinance – Second Reading**

22. **No. 31941-21** 
Amending the Official Zoning Map to rezone 2532 E. Third St. in the Burkhardt Planning District from Transitional (T) to Mature Neighborhood Commercial (MNC).

**Resolution – First Reading**

23. **No. 6625-21** 
Concurring with the Adoption of the Southeast Dayton Neighborhoods Vision Plan.

24. **No. 6626-21** 
Determining That the Expenditure of Funds By the City of Dayton to Provide for Employee Self-care Activities and to Provide for Employee Recognition Constitutes a Public Purpose.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31948-21**

**RESOLUTION NO. 6627-21**

**IMPROVEMENT RESOLUTION NO. 3599-21**

**INFORMAL RESOLUTION NO. 994-21**
City Manager’s Report

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

Date December 8, 2021
Expense Type Purchase Order
Total Amount $44,063.00

2021 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>
</tr>
</tbody>
</table>

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

Description

FIRE

(A1) P0211291 – USI MIDWEST LLC, MIAMISBURG, OH
• Garage Keepers Legal Liability and Automotive Liability insurance.
• This insurance is required to finance risks associated with performing repair and maintenance operations on fire apparatus for other jurisdictions.
• Six (6) possible bidders were solicited and one (1) response was received.
• The Department of Fire recommends acceptance of the sole response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Fire Fleet Management</td>
<td>67000-6330-1181-71</td>
<td>$18,928.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016

FORM NO. M5-16
PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT

(B1) P0211209 – QUEEN CITY MECHANICALS, INC., CINCINNATI, OH

• Automatic faucets and flush valves and installation services.
• These goods and services are required to install items at Water Supply and Treatment facilities.
• One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Securities (CARES) Act.
• Rates are in accordance with the City of Dayton’s established price agreement per IFB N20024 with pricing through 12/31/2021.
• This amendment increases the previously authorized amount of $26,594.00 by $25,135.00 for a total not to exceed $51,729.00 and therefore requires City Commission approval.
• The Department of Procurement, Management and Budget recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Coronavirus Local Relief Fund</td>
<td>28133-9980-1382-99-CRF28</td>
<td>$25,135.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

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

Date December 8, 2021
Expense Type Purchase Order
Total Amount $11,361,280.01

2022 Purchase Orders

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

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

Description

AVIATION

(A1) P0220017 – CELLCO PRNTHP dba VERIZON WIRELESS, CINCINNATI, OH
- Cellular and broadband card services as needed through 12/31/2022.
- These services are required to maintain communications within the Department of Aviation.
- Rates are in accordance with the State of Ohio Verizon Wireless Master Service Agreement MSA0033.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1131-43</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk
Date

Division

Department
City Manager

FORM NO. MS-16

Updated 06/2016
AVIATION (CONTINUED)

(A2) P0220052 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERTVILLE, OH

- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3220-1172-43</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

(A3) P0220029 – MANSFIELD OIL COMPANY OF GAINESVILLE, INC., GAINESVILLE, GA

- Unleaded gasoline and diesel fuel as needed through 12/31/2022.
- These goods are required to refuel vehicles and equipment.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 9010D with firm pricing through 12/31/2024.
- The Department of Aviation requests additional authority of $390,000.00 through 12/31/2024.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-6470-1360-99</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>DIA Airport Operations</td>
<td>51000-6470-1360-99</td>
<td>$190,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>DIA Airport Operations</td>
<td>51000-6470-1360-99</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

(A4) P0220060 – MIAMI VALLEY AUDIO LTD., CENTERTVILLE, OH

- Satellite television services as needed through 12/31/2022.
- These services are required to monitor weather, news and emergency alerts.
- Miami Valley Audio Ltd. is recommended based upon the existing equipment and available services at the Dayton International Airport and the Dayton Wright Brothers Airport; therefore this purchase was negotiated.
- The Department of Aviation requests additional authority of $39,000.00 through 12/31/2025.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1221-43</td>
<td>$12,217.00</td>
</tr>
<tr>
<td>2023</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1221-43</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1221-43</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1221-43</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>
AVIATION (CONTINUED)

(A5) **P0220016 – VERTIV CORPORATION, WORTHINGTON, OH**
- Uninterruptible power supply (UPS) maintenance services.
- These services are required to ensure continuing operations at the Dayton International Airport in the event of power outages.
- Vertiv Corporation is recommended as the Original Equipment Manufacturer (OEM) and sole provider of this maintenance service program; therefore, this purchase was negotiated.
- 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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</thead>
<tbody>
<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3210-1166-43</td>
<td>$48,080.00</td>
</tr>
</tbody>
</table>

CIVIL SERVICE BOARD

(B1) **P0220034 – BRITTON & ASSOCIATES, DAYTON, OH**
- Court reporting services as needed through 12/31/2022.
- These services are required to transcribe official hearings and appearances.
- Three possible bidders were solicited and two responses were received. This order establishes a price agreement per IFB JL22001 with firm pricing through 12/31/2025.
- Britton & Associates qualifies as a Dayton local entity.
- The Civil Service Board requests additional authority of $33,000.00 through 12/31/2025.
- The Civil Service Board recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Other Professional Services</td>
<td>10000-1300-1159-62</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Other Professional Services</td>
<td>10000-1300-1159-62</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Other Professional Services</td>
<td>10000-1300-1159-62</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>Other Professional Services</td>
<td>10000-1300-1159-62</td>
<td>$11,000.00</td>
</tr>
</tbody>
</table>

FINANCE

(C1) **P0220042 – 3SG PLUS LLC, COLUMBUS, OH**
- Data entry and digital imaging services as needed through 12/31/2022.
- These services are required for income tax accounts payable document management for the Department of Finance.
- Rates are in accordance with the State of Ohio Term Schedule Contract #534577 and Index #STS033.
- The Department of Finance recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5320-1159-64</td>
<td>$55,000.00</td>
</tr>
</tbody>
</table>
FINANCE (CONTINUED)

(C2) P0220041 – BRINKS, INC., DAYTON, OH
- Armored car services as needed through 12/31/2022.
- These services are required for secure pick-up and delivery of currency from parking meter collections to the City's depository bank.
- Brinks, Inc. is recommended as the single source provider of these services; therefore, this purchase was negotiated.
- Brinks, Inc. qualifies as a Dayton local entity.
- The Department of Finance recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Treasury Investment</td>
<td>16010-5320-1159-64</td>
<td>$11,200.00</td>
</tr>
</tbody>
</table>

INFORMATION TECHNOLOGY

(D1) P0220009 – DUDE SOLUTIONS, INC./FACILITYDUDE.COM dba FACILITYDUDE.COM, CARY, NC
- Asset Essentials Core Plus software and support services.
- These goods and services are required to track and manage daily work orders, schedule preventative maintenance, costs, and inventory. These goods are also used to submit various building and custodial requests.
- Rates are in accordance with the Sourcewell Contract #090320-SDI with pricing through 12/31/2022.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$34,985.15</td>
</tr>
</tbody>
</table>

(D2) P0220010 – GRAYBAR ELECTRIC COMPANY, INC., DAYTON, OH
- Maintenance service agreement for the Server Room Uninterruptable Power Supply (UPS).
- These goods and services are required to mitigate catastrophic risk in the event of a power outage.
- Rates are in accordance with a public cooperative bid price agreement established by the Omnia Partners Contract #EV-2370.
- Graybar Electric Company, Inc. qualifies as a Dayton local entity.
- The Department of Information Technology recommends approval of this order.

<table>
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<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1167-65</td>
<td>$16,766.67</td>
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</tbody>
</table>
INFORMATION TECHNOLOGY (CONTINUED)

(D3) **P0220014 – KRONOS, INC., CHELMSFORD, MA**
- Annual computer software maintenance and support services.
- These services are required to maintain operations of the City’s employee timekeeping system.
- Kronos, Inc. is recommended as the original software developer and sole source of this proprietary support agreement; therefore, this purchase was negotiated.
- The Department of Information Technology requests additional authority of $160,000.00 through 12/31/2024.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
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<th>Fund Amount(s)</th>
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(D4) **P0220007– KWAN SOFTWARE ENGINEERING, INC. dba VERIPIC, SANTA CLARA, CA**
- Annual software maintenance and support services.
- These services are required to maintain the Dayton Police Department’s digital evidence photographs.
- Kwan Software Engineering, Inc. dba VeriPic is recommended as the original software developer, therefore this purchase was negotiated.
- The Department of Information Technology requests additional authority of $54,000.00 through 12/31/2025.
- The Department of Information Technology recommends approval of this order.

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

(D5) **P0220008 – OHIO STATE UNIVERSITY, OARNET, COLUMBUS, OH**
- VCenter Server and VSphere Enterprise one year support agreements.
- These services are required to maintain software for operations in the Department of Information Technology.
- Ohio State University is recommended as the State of Ohio agency for this network access therefore this purchase was negotiated.
- The Department of Information Technology requests additional authority of $81,000.00 through 12/31/2025.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
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</table>
INFORMATION TECHNOLOGY (CONTINUED)

(D6) P0220006 – ROCKET SOFTWARE, INC., NEWTON, MA

- Annual software maintenance agreement.
- These services are required to maintain CorVu Report Writer software used by the Departments of Finance, Fire, and Police.
- Rocket Software, Inc. is recommended as the original software developer and sole source for this proprietary support agreement; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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(D7) P0220013 – VERMONT SYSTEMS, INC., ESSEX JUNCTION, VT

- Annual software maintenance and support services.
- These services are required to support the RecTrac and GolfTrac software applications used by the Department of Recreation.
- Vermont Systems, Inc. is recommended as the original software developer and sole source of these proprietary services; therefore, this purchase was negotiated.
- The Departments of Information Technology and Recreation recommend approval of this order.

<table>
<thead>
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(D8) P0220012 – VERTICAL COMMUNICATIONS, INC., DALLAS, TX

- On-site technician and annual maintenance services for VoIP network and IVR systems as needed through 12/31/2022.
- These goods and services are required to maintain the City’s existing telephone and IVR systems.
- Vertical Communications, Inc. is recommended as the original software developer and sole source of this proprietary software service agreement; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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PUBLIC WORKS – FLEET MANAGEMENT

(E1) **P0220023 – GENUINE PARTS COMPANY dba NAPA AUTO PARTS, DAYTON, OH**
- Automotive repair parts and related items as needed through 12/31/2022.
- These goods are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20005D with pricing through 12/31/2023.
- The Department of Public Works requests additional authority of $300,000.00 through 12/31/2023.
- Genuine Parts Co. dba NAPA Auto Parts qualifies as a Dayton local entity.
- The Department of Public Works 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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</table>

(E2) **P0220002 – MANSFIELD OIL COMPANY OF GAINESVILLE, INC., GAINESVILLE, GA**
- Unleaded gasoline and diesel fuel, as needed through 12/31/2022.
- These goods are required to refuel vehicles and equipment.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 9010D with firm pricing through 12/31/2024.
- The Department of Public Works requests additional authority of $3,600,000.00 through 12/31/2024.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
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(E3) **P0220051 – OSHKOSH CORPORATION, NEENAH, WI**
- Oshkosh brand parts and related items as needed through 12/31/2022.
- These goods and services are required to maintain and repair City-owned vehicles.
- Oshkosh Corp. is the original manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Public Works requests additional authority of $140,000.00 through 12/31/2025.
- The Department of Public Works recommends approval of this order.

<table>
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<td>$50,000.00</td>
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</tbody>
</table>
(E4) P0220024 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH
- Freightliner and Autocar brand parts and repair services as needed through 12/31/2022.
- These goods and services are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20005D with pricing through 12/31/2022.
- Truck Country of Indiana, Inc. dba Stoops Freightliner is recommended for repair services as the authorized dealership.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(E5) P0220040 – PRYOR FUNERAL HOME LLC, FORMERLY GREATER DAYTON CREMATORY SERVICE, TROTWOOD, OH
- Indigent burial services as needed through 12/31/2022.
- These services are required to provide burial services for indigents.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21004JL with firm pricing through 12/31/2025.
- The Department of Public Works recommends approval of this order.

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

PUBLIC WORKS – STREET MAINTENANCE

(E6) P0220011 – CARGILL, INC., NORTH OLMSTED, OH
- Rock salt as needed through 12/31/2022.
- These goods are required to deice City streets and expressways during inclement weather.
- Rates are in accordance with the price agreement established by the Southwest Ohio Purchasers for Government (SWOP4G) Purchasing Cooperative Bid #20-009SWOP4G with pricing through 7/31/2022.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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</tbody>
</table>
PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)

(E7) P0220047 – CHLORIDE SOLUTIONS LLC, WEBBERVILLE, MI

- Non-chloride liquid deicer/anti-icer products as needed through 12/31/2022.
- These goods are required to deice City streets and expressways during inclement weather.
- Rates are in accordance with the price agreement established by the Ohio Department of Transportation (ODOT) bid ITB 124-22 with pricing through 9/30/2022.
- Chloride Solutions LLC is recommended in collaboration with Montgomery County to stay consistent on road de-icing products; therefore, this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
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<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>Highway Maintenance</td>
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</table>

PUBLIC WORKS – WASTE COLLECTION

(E8) P0220004 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH

- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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</table>

(E9) P0220015 – REHRIG PACIFIC COMPANY, LOS ANGELES, CA

- Ninety-six (96) gallon trash containers with radio frequency identification tags as needed through 12/31/2022.
- These goods and services are required to provide trash containers to City residents and other municipal customers receiving trash collection services.
- Rates are in accordance with the OMNIA Partners Contract #00254 with pricing through 10/31/2026.
- The Department of Public Works requests additional authority of $1,800,000.00 through 10/31/2026.
- The Department of Public Works recommends approval of this order.

<table>
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RECREATION – SPORTS

(F1)  P0220055 – MANSFIELD OIL COMPANY OF GAINESVILLE, INC., GAINESVILLE, GA
- Unleaded gasoline and diesel fuel, as needed through 12/31/2022.
- These goods are required to refuel equipment for golf club.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 9010D with firm pricing through 12/31/2024.
- The Department of Recreation requests additional authority of $60,000.00 through 12/31/2024.
- The Department of Recreation recommends approval of this order.

<table>
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<th>Fund Code(s)</th>
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<td>Community Golf &amp; Recreation</td>
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<td>$30,000.00</td>
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</table>

WATER – WATER ENGINEERING

(G1)  P0220018 – CELLCO PRTNSHP dba VERIZON WIRELESS, CINCINNATI, OH
- Cellular telephones, broadband card services, and related items as needed through 12/31/2022.
- These goods and services are required to maintain data communications within the Division of Water Engineering.
- Rates are in accordance with the State of Ohio Verizon Wireless Master Service Agreement #MSA0033.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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</table>

(G2)  P0220020 – OHIO STATE UNIVERSITY, OARNET/OSU, COLUMBUS, OH
- Software maintenance and support services for VMware software.
- These goods and services are required to maintain existing virtual computing systems to support functional operation in the Department of Water.
- Rates are in accordance with the State of Ohio Tech Consortium Program for Computing Server Virtualization.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
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WATER – WATER ENGINEERING (CONTINUED)

(G3) P0220019 – SAP PUBLIC SERVICES, INC., WASHINGTON, DC
- Annual computer software maintenance and support services.
- These goods and services are required to maintain and upgrade computer software used to generate management reports.
- SAP Public Services, Inc. is the sole regional distributor of the original software developer for these proprietary services; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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WATER – WATER RECLAMATION

(G4) P0220022 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH
- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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WATER – WATER SUPPLY AND TREATMENT

(G5) P0220028 – ACCELERATED TECHNOLOGY LABORATORIES, INC., WEST END, NC
- Annual maintenance and support services renewal agreement for laboratory equipment as needed through 12/31/2022.
- These services are required for Water Supply and Treatment laboratories for dial in remote support, user support website and product upgrades.
- Accelerated Technology Laboratories, Inc. is recommended as the Original Equipment Manufacturer (OEM) and sole provider of this maintenance service program; 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>
WATER – WATER UTILITY FIELD OPERATIONS

(G6) P0220048—BEC ENTERPRISES LLC dba BROWN EQUIPMENT, EVANSVILLE, IN
- Hydro-excavators repair parts, related items and repair services as needed through 12/31/2022.
- These goods are required to maintain and repair City-owned trucks.
- BEC Enterprises LLC dba Brown Equipment is the manufacturer’s sole authorized dealer in the region; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $50,000.00 through 12/31/2023.
- The Department of Water 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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(G7) P0220025—CELLCO PRTNSHP dba VERIZON WIRELESS, CINCINNATI, OH
- Cellular telephones, broadband card services, and related items as needed through 12/31/2022.
- These goods and services are required to maintain data communications within the Division of Water Utility Field Operations.
- Ohio State University is recommended as the State of Ohio agency for this network access, therefore this purchase was negotiated.
- The Department of Water requests additional authority of $25,000.00 through 12/31/2023.
- The Department of Water 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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</table>
(G8) **P0220053 – MONTGOMERY COUNTY, DAYTON, OH**

- Sanitary waste disposal services as needed through 12/31/2022.
- These services are required to dispose of waste from the City’s sanitary and storm sewer lines.
- Montgomery County administers these disposal services as required by the Ohio EPA, therefore this purchase was negotiated.
- Montgomery County qualifies as a Dayton local entity.
- The Department of Water requests additional authority of $47,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
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<tr>
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The aforementioned departments recommend approval of this order.
City Manager's Report

From 3210 - Aviation/AP Admin & Finance

Supplier, Vendor, Company, Individual

Name Clark Schaefer Consulting LLC

Address 1 E. Fourth St., Suite 1200
Cincinnati, OH 45202

Date December 8, 2021

Expense Type Service Agreement

Total Amount $30,000.00 (thru 1/31/2022)

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Includes Revenue to the City ☑ Yes ☐ No

Affirmative Action Program ☑ Yes ☐ No ☐ N/A

Description

PROFESSIONAL FINANCIAL CONSULTING SERVICES AGREEMENT

The Department of Aviation requests Commission approval to enter into a professional services agreement ("Agreement") with Clark Schaefer Consulting LLC in an amount not to exceed $30,000.00. This agreement shall commence upon execution and shall expire January 31, 2022.

Clark Schaefer Consulting LLC professional financial consulting services will provide a senior accounting consultant to incur at least 45 hours per week. Deliverables will include all supporting documentation, status reports and internal reports. These services are critical to the continuing financial operations of the airport.

We are confident that Clark Schaefer Consulting LLC will enhance our financial and operational goals through these needed services. They have a wide range of expertise and resources including Clark Schaefer Hackett, one of the region's largest CPA and advisory firms.

This service is being funded using 2021 Aviation Operating Funds.

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

A Certificate of Funds in the amount of $30,000.00 is attached to cover the immediate services.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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| Change Orders |

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<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
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</table>

Attach additional pages for more FOAPALS

Vendor Name: Clark Schaefer Consulting LLC

Vendor Address: 1 E. Fourth St, Suite 1200 Cincinnati OH 45202

Federal ID: 061670978

Commodity Code: 91899

Purpose: Professional financial consulting services at the Dayton International Airport.

Contact Person: Gilbert Turner

Aviation Administration

Department/Division: 11/23/2021

Date

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 11/29/21

CF Prepared by W. Williams 11/29/21

CF/CT Number CT21-3136

October 18, 2011
November 9, 2021

City of Dayton
101 W. 3rd Street
Dayton, OH 45402

To Whom it May Concern:

Thank you for the opportunity to demonstrate the capabilities of Clark Schaefer Consulting, LLC ("Clark Schaefer Consulting"). As a regional consulting firm designed to serve the needs of our business communities, we are in a unique position to address your objectives. Our proposal details what we believe to be a comprehensive and cost-effective approach to addressing the current issue facing the City of Dayton. As a firm with more than 19 years of experience serving this community, you can count on us to deliver.

We appreciate this opportunity to present our approach to helping you with your business needs. We are confident you will be pleased with our solution and the value it provides. If you have any questions concerning the following solution and how Clark Schaefer Consulting may be of service, please let us know.

Sincerely,

Christian Salzmann

Christian Salzmann, Client Development Manager
Clark Schaefer Consulting
1 East Fourth Street, Suite 1200
Cincinnati, OH 45202
Statement of Work – November 9th, 2021
MASTER SERVICES AGREEMENT BETWEEN
CITY OF DAYTON
&
CLARK SCHAEFER CONSULTING, LLC.

This Statement of Work ("SOW") is made as of the last dated signature set forth below by and between Clark Schaefer Consulting, LLC ("Consultant") and the City of Dayton under terms of, and is incorporated into, the Engagement Letter effective on November 8, 2021 (the "Agreement").

Current Business Issue

Incorporated in 1805, the City of Dayton is home to a population of over 140,000 residents. The City of Dayton’s government is separated into 20 departments, one being the Aviation department, which specializes in managing the operations of Dayton’s International Airport.

The Aviation department currently has a vacancy within their Accounting and Finance department. As a result, certain roles and responsibilities need to be fulfilled until the City can find a candidate to assume the role full-time.

As a result, management is interested in partnering with a consultancy to assist with performing and executing the roles and responsibilities left vacant within this department. To achieve the objectives of the organization, we will utilize experienced consultants with significant expertise in accounting and finance and we propose the following methodology:

Comprehensive Solution

Accounting Consultants

- We will provide the City of Dayton with consultants who have relevant experience in technical accounting, assisting in financial close duties, and understanding control objectives.

Project Initiation

- Conduct a project kickoff meeting with appropriate leadership to make introductions and establish rules of engagement for the project.

Engagement Execution

- CSC resources will assist in whatever capacity is required by the City of Dayton’s management. Potential areas of assistance include, but are not limited to, fund reporting, expenditures, fixed asset (new system), financial reporting, technical accounting guidance, grants, account reconciliations & identify and assist with any required updates to procedural documentation assuring compliance with the City of Dayton’s policies and procedures.

clarkschafer.com
Communication Methods

- The management of City of Dayton – Aviation Department's will provide guidance and direction to all CSC resources. Communication will primarily occur through video calls and emails. If on-site meetings are necessary, those will be planned.

Status Reporting

- While formal status reports are not typically utilized as part of staff augmentation engagements, CSC management will meet with City of Dayton – Aviation Department's accounting management on a periodic basis to ensure expectations are being met and to identify any additional needs.

Transition

- Upon completion of the engagement, assist as required with the transition and training of the role.

Deliverables

Our deliverables for this engagement will include all supporting documentation gathered as we assist the City of Dayton with their accounting and financial needs. All documentation created and developed throughout the engagement will be property of the City of Dayton. Documentation we will assist in developing and providing as part of this engagement will include:

- Status reports and internal reports as defined, developed, and maintained, based upon the roles and requirements we are fulfilling throughout the engagement;
- Revised documentation will be provided to the City of Dayton, including policies and procedures drafted while assisting; and
- Workpapers will be provided to the City of Dayton including supporting information required for documenting and disclosing how we created specific deliverables during the engagement.

Background and Qualifications

Clark Schaefer Consulting professionals serve as the experts on accounting, technology and risk management so you don’t have to. Our proposal details a comprehensive and cost-effective approach to addressing Farmers and Merchants Bank’s current issue of social engineering.

Beyond our extensive technical expertise, we understand your challenges and vulnerabilities, we help you accomplish your goals, and we take responsibility for the outcome of every project. Clark Schaefer Consulting is your partner in growth and success.

We invest in continuing education and encourage active involvement in professional memberships to enhance our consultants’ abilities to serve our clients. To provide guidance to our approach for consulting, we hold professional affiliations which include AICPA, IIA, ISACA, ISSA, ISC.
Elite and emerging companies who seek an alternative to national consulting firms choose Clark Schaefer Consulting for accounting, technology and risk management solutions.

We enhance your ability to achieve financial and operational goals by serving as a virtual extension of your organization. You benefit from a wide range of expertise, as our consultants combine their specialized knowledge with that of other team members, and as needed, the resources of Clark Schaefer Hackett, one of the region's largest CPA and advisory firms.

Management Team

To ensure the quality of all our projects, we provide oversight from the first day we seek to identify and sell a project until all aspects of what was promised are delivered by our team. To make sure we fulfill our obligations, we include time for project oversight and subject matter expertise within each of our project estimates to increase our staff’s effectiveness, obtain better time efficiencies and to increase overall client satisfaction. For this project, our dedicated management team will include:

Seth Rensberger, Director

Seth is responsible for the overall engagement quality and performance of the services we provide to individual clients. Seth has extensive experience in accounting, risk & controls, and technology related services. He has consulted with numerous organizations to enhance their financial, systems and operational processes within a wide variety of industries. Seth oversees the progress and completion of our projects, ensuring that our staff are meeting your objectives at every step in the process. As required, he will meet periodically with you and our staff to help ensure this project is a success.

Allison Echtler, Accounting and Finance Manager

Allison is responsible for providing day to day oversight of our consulting team to ensure the quality of the project. Allison has extensive experience in accounting, risk & controls, and technology related services. Allison has assisted many companies with evaluating, developing and providing strategic business services relevant to organizational objectives, coordinating innovative solutions in order to respond to the customers’ requirements. As a CPA, Allison employs an independent and objective mindset while applying industry standards and best practices.

Christian Salzmann, Client Development Manager

Christian is responsible for building and maintaining client business associations, understanding objectives, nurturing relationships and coordinating solutions for delivery of our services. Christian has widespread experience in the consulting industry working within all major industries and a wide range of organizations. He has assisted many corporations with evaluating, developing and providing strategic business services relevant to organizational objectives, coordinating innovative solutions in order to respond to their customers’ requirements. Although his time is provided at no cost, Christian will work diligently throughout the project to make sure deadlines, expectations, and objectives are met.
Assumptions and Fees

Our goal for all projects is to add value to our clients. To do this, our pricing philosophy is simple – provide the highest quality of services for a reasonable fee with no surprises. You will know what you are being charged and why, without exception. Bottom line – You will receive exceptional service for a great value!

Our initial estimate of hours is based on our discussions with you; the estimates can be fine-tuned based upon further discussions, changes in scope/environment or a risk-based need to spend more or less time in a particular area, and any time constraints required to be achieved to ensure project completion prior to any required deadlines. Our provided estimates are based on the following key assumptions:

1. Our assumption for the estimated time is that our consultants will incur at least 45 hours each week unless otherwise specified by the City of Dayton. The request for being on-site 2-3 days per weeks has been made but will be determined and agreed upon by both parties based on the identified resources.
2. The scope of the project remains consistent as detailed within this proposal.
3. The senior accounting consultant is expected to be in place until a permanent hire is made and then, as needed, we would assist with the training and transition to this individual. The timing of this role could extend through January 2022.
4. The City of Dayton – Aviation Department will assume management oversight of the project by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, experience to evaluate the adequacy and results of the services performed. This individual would also accept responsibility for the results of the services. Limited CSC project management hours will be provided to ensure proper oversight of the engagement, but day to day management of consultants and review of work will be performed by the City of Dayton – Aviation Department.

Fee Breakdown:

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<tr>
<th>Role</th>
<th>Standard Rate</th>
<th>Discounted Rate</th>
<th>Expected Duration</th>
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<tbody>
<tr>
<td>Senior Financial Consultant</td>
<td>$165</td>
<td>$150</td>
<td>ASAP through January 2022</td>
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<tr>
<td>Manager/Director</td>
<td>$200</td>
<td>$185</td>
<td>2 – 4 Hours/Week</td>
</tr>
</tbody>
</table>

You will be charged for our actual hours worked at the rates stated above (Discounted Rate). Any changes in scope shall be approved in writing by the parties by adding an addendum to this proposal.

Travel Policy: If travel is required outside of Dayton (the airport), reasonable travel and incidental expenses will be billed based upon actual out-of-pocket expenses. Within Dayton, expenses would only be mileage from the consultant’s residence less mileage from Clark Schaefer Dayton office to the Airport. This is not expected to be significant as all our consultants are local to the Greater Cincinnati, Columbus, Dayton and Indianapolis areas. In addition, any travel time that is required for a consultant to travel outside his or her home office of Greater Cincinnati, Columbus, Dayton, or Indianapolis will be billed at ½ our hourly rate. The total amount of compensation to be paid hereunder shall not exceed $30,000.
Terms & Acceptance

Invoices
To assist you in tracking the hours and costs accumulating on this project, our fees will be billed semi-monthly based upon the actual expenses and time incurred on this project at our hourly rates. Our invoices are due upon receipt.

Termination
This engagement may be terminated by either party following a 30-day prior written notice. Upon termination by the City of Dayton, the City of Dayton shall be responsible for all fees to which it committed in the execution of this proposal letter.

Non-Solicitation
In order to maintain independence, to protect our employees from violating their employment agreements, and ensure the quality of services delivered, both parties agree not to solicit for hire, or in any manner, engage the services of, or use of, directly or indirectly, the other party’s personnel during the term of this engagement or extension thereof, for a period of one year after the completion of the engagement.

Limitation of Liability
Clark Schaefer Consulting, LLC its principals, members, and employees shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses arising out of or relating to the services performed as detailed within this document for an aggregate amount in excess of the fees paid to Clark Schaefer Consulting for this engagement. In no event shall Clark Schaefer Consulting, its principles, members or employees be liable for consequential, special indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses including, without limitation, lost profits and opportunity costs.

Acceptance
This proposal is valid for 60 days from the date of issuance. Please indicate your acceptance of this proposal by signing and returning this document by email to ccsalzmann@clarkschaefer.com.

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

By executing this Agreement, Clark Schaefer Consulting, LLC acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Clark Schaefer Consulting, LLC shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. Clark Schaefer Consulting, LLC and its employees, agents, contractors and Clark Schaefer Consulting, LLC 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.

Clark Schaefer Consulting, LLC and its employees, agents and contractors performing the services, duties and/or responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Clark Schaefer Consulting, LLC shall be responsible to withhold and pay, or cause such contractors, agents and Clark Schaefer Consulting, LLC to withhold and pay, all applicable local, state and federal taxes.

Clark Schaefer Consulting, LLC acknowledges it employees are not public employees for Ohio Public Employees Retirement System ("OPERS") purposes.

Political Contributions

Clark Schaefer Consulting, LLC affirms and certifies that it complies with Ohio Revised Code §3517.13 limiting political contributions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
City of Dayton, Ohio

Accepted by: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Clark Schaefer Consulting, LLC.

Accepted by: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

APPROVED AS TO FORM
AND CORRECTNESS:

____________________
City Attorney

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

____________________, 2021

Min/Bk. ___________ Pg. ___

____________________
Clerk of the Commission
City Manager’s Report

From 5560 - Information Technology
Supplier, Vendor, Company, Individual
Name Complete Computer Support, LLC
Address 8423 Red Lion-Five Points Rd
Springboro, Ohio 45066

Date December 8, 2021
Expense Type Service Agreement
Total Amount $40,000.00 (thru 12/31/2022)

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

Description

Professional Service Agreement for Complete Computer Support, LLC

The Department of Information Technology (“IT”) requests authorization to enter into a Professional Service Agreement (“Agreement”) with Complete Computer Support, LLC (“CCS”) to provide supplemental desktop computer and printer repair support for the City of Dayton’s technology end-users. This Agreement provides efficiencies for IT by supplementing staff to perform initial troubleshooting/diagnostics and to remedy or appropriately deescalate issues with computers, printers, operating systems, and other software applications. The total remuneration of this Agreement shall not exceed $40,000.00, inclusive of all expenses for all services.

IT recommends CCS for continuity of services from past proven performance and knowledge of the City of Dayton’s equipment and location of its facilities. The Agreement shall commence on January 1, 2022, through December 31, 2022.

The Department of Law has approved this Agreement as to form and correctness. The Agreement and a Certificate of Funds in the amount of $40,000.00 is attached.

Signatures/Approval

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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<tr>
<th>New Contract</th>
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| Contract Start Date | 01/01/22 |
| Expiration Date    | 12/31/22  |
| Original Commission Approval | $ 40,000.00 |
| Initial Encumbrance | $ 40,000.00 |
| 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

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1. Fund Code

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<tr>
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Attach additional pages for more FOAPALs

Vendor Name: Complete Computer Support, LLC
Vendor Address: 8423 Red Lion-Five Points Rd, Springboro, OH 45066
Federal ID: 271475040 (AAA 4/27/2023)
Commodity Code: 96199
Purpose: Professional Services agreement to provide supplemental desktop computer and printer repair support for the City of Dayton end-users from January 1, 2022 through December 31, 2022.

Contact Person: Desa Foster (ext. 6349) Information Technology 11/19/2021
Originating Department Director’s Signature: E-SIGNED by Jon Rike on 2021-11-19 19:42:03 GMT

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

CF Prepared by

Finance Department

October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (‘‘Agreement’’) is made this ____ day of __________, 2021 between Complete Computer Support LLC (‘‘C.C.S.’’), with offices at 8423 Red Lion-5 Points Road, Springboro, Ohio, 45066 and the City of Dayton, Ohio (‘‘City’’), a municipal corporation in and of the State of Ohio, with Offices at 101 West 3rd Street, Dayton, Ohio 45402.


1.1 C.C.S. will provide, upon the City’s request and authorization, an employee (hereinafter referred to as “Resource” or “Resources”) to provide the professional and technical services (“services”) described in Exhibit A, Statement of Work, which is attached hereto and incorporated herein. It is agreed that the Resource will provide services for the City under C.C.S. direct supervision and the City’s general oversight. The City agrees to use the Resource to provide the services which the City requests the Resource to perform. If the City wants to change the services to be provided by the Resource to encompass services not included in Exhibit A, the City will obtain C.C.S.’s prior consent. However, changing the services to be performed by the Resource may require an adjustment to the charges for the Resource and, with respect to certain activities, the execution of an amendment to this Agreement.

1.2 The City agrees that it will not, without C.C.S.’s prior written consent: (i) entrust the Resource with unattended premises, cash, credit cards, negotiable instruments, or check-writing materials; (ii) grant the Resource access to confidential information, proprietary data, or trade secrets; (iii) permit the Resource to work in hazardous areas, or with or in the presence of hazardous materials; or, (iv) ask the Resource to perform tasks that differ from the duties City specified when requesting the Resource.

Article 2. Term.

This Agreement shall commence on January 1, 2022 (the “Effective Date”) and will remain in effect for a term of twelve (12) months, through December 31, 2022, unless terminated earlier as provided in Article 3.

Article 3. Termination and Cancellation.

C.C.S. may terminate this Agreement upon the City’s failure to pay invoices when due, or if the City assigns the Resource to provide professional services that differ from the services the Resource was authorized to perform by C.C.S. In addition, either party may terminate this Agreement if the other party commits a material breach of this Agreement, and such breach continues for more than ten (10) days after the non-breaching party gives notice thereof to the breaching party. Either party may terminate this Agreement by serving at least thirty (30) days’ notice thereof on the other party. Notwithstanding termination, this Agreement will continue to govern the parties’ rights and obligations with respect to the professional services provided by all Resources prior to the date of termination. It is further agreed that the indemnification provision set forth in Article 5 of this Agreement shall survive termination.
Article 4. Payment.

4.1 Authorized services rendered shall be billed at the rate of Thirty-Three Dollars and Thirty-Three Cents ($33.33) per hour. The total amount of compensation paid by the City to C.C.S. under this Agreement shall not exceed Forty Thousand Dollars and Zero Cents ($40,000.00) over the term of the Agreement. Hourly bill rates are not subject to division for billing purposes into fractions less than quarter hour increments; seven or more minutes shall constitute one quarter hour of service.

4.2 Payment to C.C.S. for the professional technical services provided in accordance with this Agreement shall be made according to the following schedule.

<table>
<thead>
<tr>
<th>Term Service Delivery Dates</th>
<th>Yearly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months Beginning 1/1/2022</td>
<td>Not to exceed $40,000.00</td>
</tr>
</tbody>
</table>

4.3 C.C.S. will deliver invoices to the City within ten (10) days after the end of C.C.S.’s work week, which is Sunday. The invoice date will be Sunday, or, for assignments that end during the week, the last day of the assignment. Unless disputed or the City has arranged for a prepayment plan with C.C.S., the City must pay invoices within thirty (30) days from the date of the invoice. Payments are deemed to be made when received by C.C.S.

4.4 The Resource will be responsible for submitting a weekly status report or timesheet reporting service hours completed and work performed.

4.5 Both parties agree to be responsible to verify the accuracy of service hours rendered as indicated on each of the weekly time records submitted for approval by the Resource. The City is responsible to audit and reconcile hours invoiced with approved time records submitted by Resource. C.C.S. agrees to credit or indemnify the City for payment of the amount of any invoice and timecard inaccuracies incurred from padding or other fraudulent conduct.

4.6 City agrees to pay C.C.S. for the time worked by the Resource at the applicable bill rate.

4.7 This Agreement assumes 1200 work hours during the 12-month term. This Agreement further assumes that the Resource will take a minimum of two (2) weeks unpaid leave (vacation, sick, personal time off). The Resource will not work during City of Dayton observed holidays.

4.8 A standard work week for the Resource is Tuesday through Thursday from 8:00 a.m. to 5:00 p.m. (24 hrs./week). Work performed outside this schedule must be mutually agreed to by both parties.

4.9 Payment will be mailed to:
   Eddie Frazier/ Complete Computer Support
   8423 Red Lion-Five Points Road
   Springboro, Ohio 45066
Article 5. Indemnification, Insurance and Liability.

5.1 C.C.S. shall defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages and expenses (including attorney fees) 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 infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right, privacy or similar right of any third party and/or the acts, omissions or conduct of C.C.S. or its employees and agents; excepting such claims, losses, damages and expenses or liabilities that are solely caused by or arise out of the negligence or wrongful acts or omissions of the City, its officers, employees and agents.

5.2 During the performance of this Agreement, C.C.S. shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, the following insurance:

5.2.1 General/Comprehensive Liability Insurance, with a combined single limit of One Million Dollars ($1,000,000.00) for each occurrence and One Million Dollars ($1,000,000.00) in the aggregate, and specifically covering all personal injuries, property damage, and any loss and/or damage resulting from or arising out of C.C.S.’s performance of this Agreement; and

5.2.2 Worker’s Compensation Insurance for all employees, in such amounts as required by law.

5.3 The policy or concurrent policies of insurance required herein, but excluding Worker’s Compensation Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additionally insured. Further, such policies of insurance, excluding Worker’s Compensation Insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

5.4. Within thirty (30) days of the execution of this Agreement, C.C.S. shall furnish the City with copies of the policy of insurance, including declaration page(s), demonstrating compliance with the insurance requirements contained herein.

5.5 Notwithstanding the terms of any other provisions, the total liability of C.C.S. and its subsidiaries, officers, employees, and agents for all claims of any kind arising out of C.C.S.’s services, whether in contract, tort, or otherwise, shall be limited to the total fees paid to C.C.S. under this agreement.


C.C.S. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth,
age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of the Agreement as fully and as if specifically rewritten herein and that any failure to comply therewith shall constitute a breach of the Agreement entitling City, at its option, to remedy and or terminate this Agreement.

Article 7. Effective Date.

This Agreement shall be effective as of the date set forth in the section titled “Term.” C.C.S.’s execution must be by its president or any vice president. Signature of this instrument warrants that the person executing this instrument is in the capacity therein stated and such execution is the act and deed of an authorized representative of each party.

Article 8. Independent Contractor.

By executing this Agreement, C.C.S. acknowledges and agrees that it will be providing the services to the City as an “independent contractor”. As an independent contractor for the City, C.C.S. shall be prohibited from representing or allowing Resources or others to construe the parties’ relationship in a manner inconsistent with this Article. C.C.S. 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.

C.C.S. understands and agrees that neither it nor any employee, agent, or Resource are City employees, and therefore, shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the city of Dayton. C.C.S. acknowledges and agrees that none of its employees, agents or contractors is a “public employee” for the purpose of participation in the Ohio Public Employees Retirement System. Further, C.C.S. shall be solely responsible to withhold and pay all applicable local, state, and federal taxes.


Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or certified mail or first-class U.S. mail, postage pre-paid, to the complete Computer support, Inc.’s addresses first set forth above, and to the City at the following address:

City of Dayton, Ohio
Department of Information Technology
Attention: Division Manager
130 W 2nd Street, Suite 320, Dayton, Ohio 45402

Nothing contained in the sub-section shall be construed to restrict the transmission of routine communications between representatives of the City and C.C.S.
Article 10. Political Contributions.

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


11.1 Neither party may assign this Agreement without the prior written consent of the other, which the other party may withhold in its sole discretion.

11.2 Changes to this Agreement, exhibits or schedules to it, and waivers of rights under it can be made only by a separate document executed by an authorized signatory of both parties, including the approval of the City of Dayton commission, if necessary. Except for blanks on originally printed forms, no handwritten or separately printed additions or change will be effective, even if they are initialed or signed. The waiver by a party of a right on one occasion will not constitute a subsequent waiver nor will it waive any other rights.

11.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio and any disputes or questions arising directly or indirectly hereunder shall be resolved in accordance with the laws of the State of Ohio without regard to the principles of conflict of law.

11.4 This Agreement contains all of the terms between the parties, and it supersedes all prior agreements or understandings. Neither party has relied on anything not in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Complete Computer Support, LLC, each by a duly authorized representative, have executed this Agreement as of the Effective date.

COMPLETE COMPUTER SUPPORT, LLC

E-SIGNED by J. Edward Frazier
on 2021-11-19 10:52:00 EST

By: ____________________________

J. Edward Frazier
Print: __________________________

Complete Computer Support, LLC
Its: __________________________

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

E-SIGNED by John Musto
on 2021-11-18 16:50:54 EST

City Attorney

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

______________________________, 2021

Min. Bk. _____ Pg. _____

Clerk of the Commission
Exhibit A

Statement of Work

Complete Computer Support, Inc. ("C.C.S.") will provide a Resource or Resources, upon the request by a duly authorized representative of the City of Dayton, Ohio’s ("City") Department of Information and Technology Services, who will troubleshoot and repair City-user hardware and equipment at the City-user site. The following is a list of the professional service areas for which the City may require C.C.S. to provide a Resource or Resources under this Agreement:

1. Repair, Perform Updates (as requested), Troubleshoot the City’s computer equipment:
   1.1 Various brands and models of PC’s and laptops
   1.2 Okidata Dot matrix printers
   1.3 Laser and inkjet printers
   1.4 Various brands of print servers and jet direct technology
   1.5 Knowledgeable of all PC configurations

2. Installation, configuration, and working knowledge of the City’s desktop Operating Systems:
   Windows 10 and if/when applicable Windows 11

3. Installation of PCs at specified City-user sites

4. Patching of network drops as well as cabinet configuration and drop identification and testing of network connectivity

5. Support of IT Analysts in moving, installing, setup and supporting client & peripheral devices

6. Support the IT analysts in developing service processes and knowledge base as it relates to the work performed for the new ITSM when available.

7. Maintain service/incident requests (tickets) in the IT provided ticketing system (osTicket now, TeamDynamix in 1st Quarter of 2022) in a timely and accurate manner.
City Manager’s Report

From 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual
Name Dayton Area Chamber of Commerce
Address Education and Public Improvement Foundation
8 North Main Street, Suite 100
Dayton, Ohio 45402

Date December 8, 2021
Expense Type Service Agreement
Total Amount $582,600.00 (thru 12/31/2022)

Fund Source(s) Fund Code(s) Fund Amount(s)
Aviation Operating 51000-3210-1192-43 $582,600.00

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

Description

2022 AIRLINE CO-OP MARKETING AGREEMENT

The Department of Aviation requests permission to enter into an Airline Co-op Marketing Agreement (“Agreement”) with the Dayton Area Chamber of Commerce Education and Public Improvement Foundation (“Chamber”) in the amount of Five Hundred Eighty-Two Thousand Six Hundred Dollars ($582,600.00). The term of this agreement is January 1, 2022, to December 31, 2022.

The work and services to be provided by the Chamber under this Agreement include, but are not limited to, encouraging airlines to increase passenger and cargo services to and from the Airport. As part of the Agreement, the Chamber provides certain marketing functions that help to increase passenger travel from the Airport and to stimulate awareness that the Dayton International Airport is an excellent site for travel and business. Funds will be disbursed to the Chamber as invoiced.

The Department of Law has reviewed and approved this Co-op Marketing Agreement as to form and correctness.

A Certificate of Funds in the amount of $582,600.00 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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<tr>
<th>x</th>
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</tr>
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</table>

Attach additional pages for more FOAPALs

Vendor Name: Dayton Area Chamber of Commerce Education and Public Improvement Foundation
Vendor Address: 8 North Main Street, Suite 100, Dayton, Ohio 45402
Street City State Zipcode + 4
Federal ID: 310257370
Commodity Code: 96153
Previous CT: CT21-2900
Purpose: 2022 Airline Co-Op Marketing Agreement for Dayton International Airport

Contact Person: Linda Hughes 454-8406
Aviation Department/Division 11/15/2021
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

Finance Director Signature 11/23/21
Date

CF/CT Number
Finance Department
CF Prepared by

October 18, 2011
AIRLINE CO-OP MARKETING AGREEMENT

THIS AIRLINE CO-OP MARKETING AGREEMENT ("Agreement"), dated this _____ day of __________, 20__, is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio, ("City") and the DAYTON AREA CHAMBER OF COMMERCE EDUCATON AND PUBLIC IMPROVEMENT FOUNDATION, a not for profit corporation incorporated under the laws of the State of Ohio, with its local place of business at 8 North Main Street, Suite 100, Dayton, Ohio 45402, ("Chamber").

WITNESSETH THAT:

WHEREAS, The City owns and operates, through its Department of Aviation, the James M. Cox Dayton International Airport (hereinafter referred to as "Airport"), which is situated in the City of Dayton and Counties of Montgomery and Miami; and

WHEREAS, The business community within the greater Dayton region indicated that there is a need for enhanced air passenger service to and from the Airport; and

WHEREAS, The City and the Chamber agreed to provide incentives and undertake certain marketing efforts for the airlines to increase air passenger service to and from the Airport;

WHEREAS, In calendar years 1999, 2000 and 2001, the City received funding from the Montgomery County Economic Development Government Equity Program to initiate and implement an Airline Co-Op Marketing Project ("Project") at the Airport; and

WHEREAS, The goals of the Project include, marketing the Airport and seeking increased air service to and from the Airport; and

WHEREAS, The City and the Chamber completed an assessment of the Project to date and determined that it is beneficial to continue this successful Project.

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

ARTICLE I. SCOPE OF SERVICES

The Chamber shall coordinate, manage and implement the Project at the Airport. The work and services to be provided by the Chamber for the Project, includes, but is not limited to, encouraging airlines to increase air passenger and air cargo services to and from the Airport and undertaking various marketing efforts. Specific activities to be completed in 2022 include implementation of local and regional Airport/Airline marketing campaigns and engaging consultants to assist with air service development initiatives for the Airport. The Chamber shall routinely consult with the City and implement such policies and practices requested by the City related to the Project. Moreover, the City must approve, prior to the Chamber’s implementation,
all efforts proposed to be undertaken for the Project, with such approval manifested by the City’s Director of Aviation.

ARTICLE II. TERM

This Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022, unless earlier terminated.

ARTICLE III. FUNDING

The City shall make available to the Chamber a sum not to exceed Five Hundred Eighty-Two Thousand, Six Hundred Dollars ($582,600.00) for all work, services, incentives and activities for the Project. No expenditure of funds made available by the City to the Chamber hereunder for the Project is authorized unless the Chamber receives the prior electronic or written approval of the City’s Director of Aviation.

The Chamber will submit invoices for payment of City-approved Project expenditures. Unless disputed and/or the Chamber did not receive advance approval for such expenditure(s), the City agrees to tender payment within thirty (30) days from its receipt of such invoices. In the event the City advances funds for City-approved Project activities to occur at a future date, the Chamber shall maintain such funds in a separate account, or sub-account, so that the funds will not be commingled with other Chamber funds or used for unauthorized purposes. If, upon expiration or termination of this Agreement, any advanced funds remain unexpended, the Chamber will return the unexpended balance to the City within thirty (30) days from the date of expiration or termination. The foregoing requirement shall survive the expiration or termination of this Agreement.

It is agreed that all tangible items procured with the funds provided by the City hereunder shall be the sole property of the City, and the Chamber only shall have the right to use such items for the Project during the term hereof. All work product developed or created for the Project by the Chamber or any third party, including all marketing materials, shall become the property of the City, if any of the funds provided hereunder were used to procure such work product.

ARTICLE IV. INDEPENDENT CONTRACTOR

By executing this Agreement, the Chamber acknowledges and agrees that it will be providing all work and services for the Project as an “independent contractor” of the City. Accordingly, the Chamber shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. The Chamber 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.

The Chamber, its employees and any persons retained or hired by the Chamber to perform any duties and responsibilities for the Project are not City employees, and therefore, such persons are not entitled to any of the emoluments of employment with the City of Dayton and the Chamber shall indemnify the City against any such claims by its employees, agents, contractors and
ARTICLE VII. INDEMNIFICATION

The Chamber shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, and agents from and against legal liability for all claims, losses, damages, and expenses 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 Project, and/or the acts, omissions or conduct of the Chamber, its employees, volunteers, contractors and agents performing the work and services for the Project.

ARTICLE VIII. TERMINATION

The City may terminate this Agreement at any time by providing the Chamber thirty (30) days prior written notice of termination. This Agreement may also be terminated by mutual written agreement between the parties.

ARTICLE IX. MEETINGS

The Chamber shall meet on a quarterly basis with the City and its designees to review and discuss performance of this Agreement, the Project and Project budget. Such meetings shall be held at mutually agreeable times and places.

ARTICLE X. PROJECT REPORTING

Upon request of the City, the Chamber shall submit a report(s), which shall detail the activities, work and services provided or to be undertaken for the Project. The Chamber will also submit a year-end report to the City within ninety (90) days after termination or expiration of this Agreement, describing all activities and outcomes of the Project. This reporting requirement shall survive the expiration or early termination of this Agreement.

ARTICLE XI. GENERAL PROVISIONS

A. Amendment

This Agreement may be amended by mutual agreement between the City and the Chamber. However, no amendment is effective unless reduced to writing, which shall make specific reference to this Agreement, approved by the City’s Director of Aviation, signed by a duly authorized representative of the City and the Chamber and, if required, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

This Agreement represents the entire integrated Agreement between the City and the Chamber. 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. Notices and Communications

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

The City:
City of Dayton, Ohio
Department of Aviation
3600 Terminal Drive, Suite 300
Dayton, Ohio 45377
Attn: Director of Aviation

The Chamber:
Dayton Area Chamber of Commerce Education and Public Improvement Foundation
8 North Main Street, Suite 100
Dayton, Ohio 45402
Attn: President

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

D. Conflict of Interest / Ohio Revised Code § 3517.13 Compliance

The Chamber covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would cause conflict in any manner or degree with the performance of this Agreement. The Chamber affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

E. Subordination

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, its departments and agencies, relative to the development, operation or maintenance of the Airport.

F. Compliance with Applicable Law

The Chamber shall comply with all applicable federal, state and local laws, rules, regulations and orders governing receipt and use of aviation funds as well as those governing the Project activities. In the event of any alleged or actual violation by the Chamber of the aforementioned, the Chamber shall assume full and complete responsibility for said violations, including payment of the penalty imposed and repayment of improperly expended funds, if any, and shall defend, indemnify and hold the City, its elected officials, officers, agents and employees harmless therefrom.

G. City Approval and Consent

The term the City, as used in this Agreement, means the City of Dayton, Ohio, and where this Agreement speaks of approval and/or consent by the City, such approval is understood to be manifested by act of the City’s Director of Aviation, except as otherwise expressly stated in this Agreement.
IN WITNESS WHEREOF, the City and the Chamber, each by a duly authorized representative, have executed this Agreement as of the Effective Date set forth above.

CITY OF DAYTON, OHIO

__________________________
City Manager

DAYTON AREA CHAMBER OF COMMERCE EDUCATION AND PUBLIC IMPROVEMENT FOUNDATION

__________________________
Christopher E Kershner, President

APPROVED AS TO FORM AND CORRECTNESS:

__________________________
City Attorney

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

__________________________, 20_

Min./Bk._________ Pg._________

__________________________
Clerk of the Commission
City Manager’s Report

From: 2380 - Planning, Neighborhoods & Dev. / PND Director’s Office
Supplier, Vendor, Company, Individual
Name: Montgomery County Public Defender
Address: 117 South Main Street
4th Floor
Dayton, Ohio 45422

Date: December 8, 2021
Expense Type: Service Agreement
Total Amount: $50,000.00 (thru 12/31/2022)

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Includes Revenue to the City: Yes

Affirmative Action Program: No

Description:

Agreement for Indigent Defense Services in Dayton Municipal Court

The Department of Planning, Neighborhoods and Development is requesting approval to enter into an Agreement with the Montgomery County Public Defender’s Office and Commission. The City will pay the Public Defender $233.07 per case for which the Public Defender will provide representation to indigent persons charged with a violation of a City ordinance.

The City of Dayton recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty.

The Agreement will commence on January 1, 2022 and will terminate on December 31, 2022.

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019

FORM NO. MS-16
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

<table>
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|   | Original CT/CF | $0.00   | Increase Encumbrance | $0.00   | Decrease Encumbrance | $0.00   | Remaining Commission Approval | $0.00   |

## 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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### Amounts and Fund Codes

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### Attach additional pages for more FOAPALS

- Vendor Name: Montgomery County Public Defender
- Vendor Address: 117 South Main Street, 4th Floor, Dayton, Ohio 45422
- Street: 117 South Main Street
- City: Dayton
- State: Ohio
- Zip code + 4: 45422
- Federal ID: 316000172
- Commodity Code: 96150
- Purpose: To provide legal counsel to indigent persons charged with a violation of a City ordinance.
- Contact Person: Miranda Brooks x. 3681
- Department/Division: Planning, Neighborhoods & Development/ Director's Office
- Date: 11/23/2021
- 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]
- Date: 11/23/2021
- CF Prepared by: [Signature]
- Date: 11/24/2021

---

**CF/CT Number:** C722-3202
AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN DAYTON MUNICIPAL COURT

THIS AGREEMENT, entered into this ______ day of ____________________, 2021, is by and between the MONTGOMERY COUNTY PUBLIC DEFENDER COMMISSION AND THE MONTGOMERY COUNTY PUBLIC DEFENDER OFFICE (hereinafter referred to as the “COUNTY”), and the CITY OF DAYTON, a municipal corporation in and of the State of Ohio (hereinafter referred to as the “CITY”).

WHEREAS, the City of Dayton recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Montgomery County has adopted a program whereby a Public Defender Commission has been formed and has appointed a Public Defender and if there is a conflict, then the court will appoint assigned counsel attorneys; and

WHEREAS, the Montgomery County Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the County for these services; and

WHEREAS, the contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the County Maximum Fee Schedule for Appointed Counsel, in order for the County to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the City its appropriate share if such has not already been calculated into the formula to determine compensation; and

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. SCOPE OF SERVICES

1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this Agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is in violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.

In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

1.3 A major purpose of this Agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the County Public Defender or appointed counsel in conflict situations, provide legal representation in Dayton Municipal Court for indigent adults charged with any violation of CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this Agreement should be resolved in favor of obtaining this result.
2. **COMPENSATION**

2.1 CITY agrees to pay the COUNTY as follows:

A. The CITY will pay the Public Defender the sum of **$233.07 (TWO HUNDRED THIRTY-THREE DOLLARS AND SEVEN CENTS)** per case for which the Public Defender provides representation;

B. A case shall be counted as any matter in which the CITY initially charges an indigent person under a City ordinance for which jail is a possible sentence and for which the Public Defender provides representation past the initial arraignment. Matters that have multiple City ordinance charges under one case number shall be counted as one case. Where a case has both an ordinance charge and an Ohio Revised Code charge, the CITY will be billed for the case whenever the ordinance is the highest degree charge or ties for the highest degree. Matters that are pled and sentenced at the initial arraignment shall be counted as .25 (one quarter) case. Matters that are reopened as the result of revocations, show causes, capiases, or for other reasons shall be counted as .20 (one fifth) case. A 25% discount will be applied to each reopened case for a single defendant that was not consolidated but was scheduled together for all subsequent hearings. There shall be no charge for the appeal of a case;

C. The Public Defender shall issue a monthly invoice for the prior month’s services and the CITY shall pay said invoice within 30 (thirty) days of receipt of invoice;

D. In addition to the payments for the Public Defender services, in conflict situations, where assigned counsel is appointed, the COUNTY will bill the CITY monthly for the municipal code violation cases the COUNTY paid in any particular month, based on qualifying attorney vouchers, less the amount the COUNTY is reimbursed by the State under the then current reimbursement rate. The COUNTY will issue an invoice to the CITY and the CITY will have 30 days to pay from date of receipt of invoice.

2.2 Reimbursement by the CITY for representation of such indigent persons, whether by contractual amount or a fee schedule, shall not exceed the fee schedule in effect and adopted by the Montgomery County Commissioners.

3. **DURATION OF CONTRACT AND TERMINATION**

3.1 The term of this Agreement shall be for one year, January 1, 2022 to December 31, 2022 (OPTIONAL: This Agreement may be renewed for additional one-year terms upon proper resolution of each entity agreeing to the one-year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215).

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this Agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this Agreement, then the aggrieved party shall hereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this Agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail with return receipt requested or in-hand delivered.

3.4 This Agreement is automatically canceled, without requirement of notice,
if any payment required by Section 2.1 of this Agreement is not made within 60 days of the date on which it is due.

4. TERMS OF AGREEMENT

4.1 Indigency and client eligibility for representation under this Agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

4.2 The Ohio Public Defender Office has established caseload standards as stated in Ohio Administrative Code. The Montgomery County Public Defender Office will maintain caseload requirements as set forth in Ohio Administrative Code (§120-1-07(B)).

4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender in a timely manner, the Dayton Municipal Court Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.

4.4 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.

4.5 There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any employee or application for such employment because of the race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship.

The COUNTY shall insert a similar provision in any subcontract for services covered by this Agreement. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a condition of this Agreement as fully and as if specifically rewritten here.

4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This Agreement may not be amended orally.

5.2 This Agreement may be amended only by written addendum, signed, and executed by the parties named herein, or their successors.

6. ASSIGNMENT

The parties expressly agree that this Agreement shall not be assigned without written approval of the parties named herein.
7. **SEVERABILITY**
   If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

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

   Theresa G. Haire                Todd Kinskey
   Public Defender, Montgomery County Planning Director, City of Dayton
   117 South Main Street            101 W. Third Street
   4th Floor, Reibold Building     6th Floor, City Hall
   Dayton, Ohio 45422              Dayton, Ohio 45402

9. **GOVERNING LAW**
   This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

10. **SIGNATURE**
    Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations, and responsibilities incurred by way of this Agreement.

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

THE CITY OF DAYTON, OHIO

______________________________
City Manager

MONTGOMERY COUNTY PUBLIC DEFENDER COMMISSION

BY: __________________________
Dianne F. Marx, Chairperson

BY: __________________________
Theresa G. Haire, Montgomery County
Public Defender

APPROVED AS TO FORM
AND CORRECTNESS:

11/22/2021

X  John Musto for

City Attorney

Signed by: Musto, John

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

______________________________, 20__

MIN./BK. __________ PAGE ______

______________________________
Clerk of the Commission
FIRST AMENDMENT TO MAINTENANCE AND SUPPORT SERVICES AGREEMENT

The Department of Information Technology requests permission to enter into a First Amendment with Progress Software Corporation in the amount of $57,887.40. Progress Software Corporation provides licensing, maintenance and support services for the proprietary Progress Relational Database Management System platform that supports the Public Safety Management Information System (MIS). The total amount of this agreement is $57,887.40 for the period of January 1, 2022 to December 31, 2022.

The original Agreement with Progress Software Corporation was approved on February 3, 2021 in the amount of $56,641.27. This Amendment will increase the total Agreement amount to $114,528.67.

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

The Certificate of Funds and a copy of the Agreement is attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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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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Attach additional pages for more FOAPALs

Vendor Name: Progress Software Corporation
Vendor Address: 14 Oak Park Drive, Bedford, MA 01730
Federal ID: 0-42746201
Commodity Code: 94620
Purpose: First Amendment to the licensing, maintenance and support services for the Progress database utilized by Public Safety Services upon execution of the agreement through December 31, 2022.

Contact Person: Desa Foster
Information Technology 18-Nov-21
Department/Division Date
Originating Department Director's Signature: Jon Pike 12/2/2021

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 12/3/21
Date 12/3/21
CF Prepared by 12/3/21
CF/ICT Number SA 12/03/2021

October 18, 2011
FIRST AMENDMENT TO MAINTENANCE AND SUPPORT RENEWAL AGREEMENT FOR SOFTWARE

This First Amendment ("Amendment") is entered into this ___ day of ________, 2021 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Progress Software Corporation. ("Progress" or "Licensor") to amend the Maintenance and Support Renewal Agreement for Software ("Agreement") between the City and Licensor.

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an Agreement, effective February 19, 2021, to renew maintenance and support services for certain Software licensed by Licensor to the City;

WHEREAS, the City and the Licensor agree to amend the Agreement to renew the maintenance and support for the Software licenses for an additional twelve (12) month term;

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

1. Section 1. of the Agreement, ("MAINTENANCE AND SUPPORT RENEWAL"), shall be amended by adding the following language:

Licensor shall renew the software and maintenance and support for an additional twelve (12) month term, starting on January 01, 2022, as set forth in Exhibit "A-1", titled "Maintenance Renewal Quote", which is attached hereto and incorporated herein by reference. Exhibit A-1 defines the scope of the maintenance and support renewal agreed hereunder for Licensor's Software.

2. Section 2. of the Agreement, ("COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL"), shall be amended as follows:

The total remuneration for the Maintenance and Support Services provided during the 12-month renewal term of January 1, 2022 through December 31, 2022, under this Amendment shall not exceed FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND FORTY CENTS ($57,887.40). The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidence of such status shall be presented to Licensor upon execution of this Agreement.

3. Except as specifically modified or amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. No other modification or additions are made to the Agreement. In the event of a conflict between terms in the Agreement and terms in this Amendment, the terms of this Amendment shall prevail.
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Amendment as of the day and date first set forth above.

THE CITY OF DAYTON, OHIO

______________________________
City Manager

PROGRESS SOFTWARE CORPORATION

By: ____________________________
David Partyka

Print: __________________________

David Partyka

Sr. Director Revenue Ops.

Its: ____________________________
November 17, 2021

APPROVED AS TO FORM AND CORRECTNESS:

11/5/2021

X John Musto for

City Attorney

Signed by: Musto, John

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

______________________________, 2021

Min. Bk. _____ Pg. _____

______________________________
Clerk of the Commission
## EXHIBIT A-1
### MAINTENANCE RENEWAL QUOTE

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**Total (USD):** 57,887.40

Tax not included in quote. Applicable taxes will be added at invoicing.

A - 1
## Exhibit A-1

**MAINTENANCE RENEWAL QUOTE**

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**Quote Number:** 2021-434040

**Customer Name:** City of Dayton

**Authorized Signature:**

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**Total (USD):** $57,887.40

**Please return signed quote to:**

cindy.paliouras@progress.com

**Or**

Progress Software Corporation  
3005 Carrington Mill Boulevard  
Suite 400  
Morrisville, NC 27560  
USA

---

Tax not included in quote. Applicable taxes will be added at invoicing.
## EXHIBIT A-1
### MAINTENANCE RENEWAL QUOTE

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<td>Authorized Usr</td>
<td>MCP</td>
<td>Machine</td>
</tr>
<tr>
<td>AIN</td>
<td>Add-On Instance</td>
<td>MIP</td>
<td>MIPs</td>
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<td>Alerts</td>
<td>MIT</td>
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<td>Add-On Machine</td>
<td>MTP</td>
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<td>ANB</td>
<td>Add-On Named User</td>
<td>NBP</td>
<td>Named User</td>
</tr>
<tr>
<td>APM</td>
<td>Add-On Deployment</td>
<td>NTP</td>
<td>Named User</td>
</tr>
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<td>Add-On Point</td>
<td>PLT</td>
<td>Platform</td>
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<td>Add-On Reg Client</td>
<td>PTB</td>
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<tr>
<td>ARD</td>
<td>Add-On Reg Device</td>
<td>PTT</td>
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<tr>
<td>ART</td>
<td>Add-On Runtime User</td>
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<td>ASV</td>
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<td>ATG</td>
<td>Agent</td>
<td>RDP</td>
<td>Reader</td>
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<tr>
<td>ATP</td>
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<td>RPM</td>
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<tr>
<td>ATZ</td>
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<td>STR</td>
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<td>CBP</td>
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<td>Core</td>
<td>WRK</td>
<td>Workstation</td>
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<tr>
<td>DEV</td>
<td>Developer</td>
<td>WTK</td>
<td>Workstation</td>
</tr>
</tbody>
</table>
City Manager’s Report

From 3460 - Water/Water Reclamation
Supplier, Vendor, Company, Individual
Name Shook Construction Co. Inc.
Address 2000 W. Dorothy Lane
Moraine, Ohio 45439

Date December 8, 2021
Expense Type Contract Modification
Total Amount $762,000.00 (thru 12/31/2023)

<table>
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<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021 Sanitary Capital Fund (Cash)</td>
<td>55003-3460-1424-54-SF2005</td>
<td>$762,000.00</td>
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</table>

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

Description

TOTAL PHOSPHORUS TREATMENT IMPROVEMENTS
CHANGE ORDER NO. 1

The Department of Water requests permission for Change Order No. 1 with Shook Construction Co. Inc. in the amount of $762,000.00 for additional costs beyond the contingency costs for the Construction of the Total Phosphorus Treatment Improvements. The project is necessary to comply with the Ohio EPA issued NPDES Discharge Permit that contained a new Total Phosphorus Seasonal Loading Limit with the requirement to be fully operational and meeting the new limit by July 1, 2022.

The original Agreement was approved on November 4, 2020 in the amount of $7,084,027.50, which was funded using an Ohio EPA WPCLF (Water Pollution Control Loan Fund) by the Ohio EPA Division of Environmental & Financial Assistance (DEFA), approved by Resolution No. 6533-20. This Change Order No. 1 for the Total Phosphorus Treatment Project (DEFA Loan No 9127) to approve the additional work will increase the contract amount to $7,846,027.50, an increase of $762,000.00. The original project is being funded by an Ohio EPA WPCLF (Water Pollution Control Loan Fund) loan. However, Change Order No.1 will be funded using the 2021 Sanitary Capital Fund (Cash).

The Change Order No. 1 has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds in the amount of $762,000.00 and a copy of the Change Order No. 1 is attached.

Signatures/Approval

Approved by City Commission

Clerk

City Manager

FORM NO. MS-16

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>
</tr>
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<tbody>
<tr>
<td><strong>Contract Start Date</strong></td>
<td><strong>Expiration Date</strong></td>
<td><strong>Required Documentation</strong></td>
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<td>X Initial City Manager's Report</td>
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<td>X Initial Agreement/Contract</td>
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<td><strong>Original Commission Approval</strong></td>
<td><strong>Initial Encumbrance</strong></td>
<td><strong>Copy of City Manager's Report</strong></td>
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<td>$762,000.00</td>
<td>$762,000.00</td>
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<td><strong>Copy of Original Certificate of Funds</strong></td>
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<tr>
<td><strong>Remaining Commission Approval</strong></td>
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<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
<th>Remaining Commission Approval</th>
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<tr>
<td></td>
<td>$</td>
<td>$</td>
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</table>

<table>
<thead>
<tr>
<th>Amount: 762,000.00</th>
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<tr>
<td>Fund Code 55003 - 3460 - 1424 - 54 - SF2005 -</td>
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<tr>
<td>Fund</td>
</tr>
<tr>
<td>Fund</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Shook Construction Co., Inc.
Vendor Address: 2000 W. Dorothy Lane, Moraine, Ohio 45439
Federal ID: 31-0443680
Commodity Code: 93691
Purpose: For Change Order No. 1 for additional services.

Contact Person: Lisa Burton-Yates
Water/Water Engineering Department/Division 11/23/2021
Department/Division 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 Date
CF Prepared by Date

Finance Department
November 22, 2021

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

FROM: Michael Powell, Director  
Department of Water

SUBJECT: Change Order No. 1 – Total Phosphorus Treatment Improvements at Water Reclamation (DEFA Loan No 9127)

In 2018, the City successfully negotiated with the Ohio EPA on the Compliance Schedule for the design and construction of the Total Phosphorus Treatment with the 1st milestone date of April 10, 2020 for the submittal of design plans and Permit to Install to the Ohio EPA and a project completion date of July 1, 2022.

The Department of Water had to switch the engineering consultant from Ribway Engineering to Arcadis in order to keep pace with our OEPA compliance schedule. Due to the delays that Ribway created with the design, Arcadis was tasked with designing this project and submit the Permit to Install to the Ohio EPA in a 4-month window. A project of this size would have required a minimum of an 18-month period for design.

The design was further complicated due to the fact that we had to design an entirely new treatment process in an existing building. Arcadis did not have sufficient time to evaluate all of the possibilities related to retrofitting an existing building for this new process.

Arcadis met the compliance schedule with OEPA but we believe the QA/QC portion of the project may have been impacted due to the limited design schedule and we are now experiencing the effects during construction.

Shook Construction is the contractor for this project. The project construction cost awarded was $6.44 million. This project is being funded with an Ohio EPA DEFA Loan in the amount of $7.8 million (which includes the design fees).
The WRF Division is in need of adding additional funds to this project for unforeseen building envelope issues that were not identified in the design process. The Division is requesting Change Order No 1 for Shook Construction in the amount of $762,000. Attached is the proposed Change Order Number 1 for the Total Phosphorus Treatment Project (DEFA Loan No 9127) to approve the additional work and modify the contract amount from $7,084,027.00 to $7,846,027.00, an increase of $762,000.00. This project is being funded by an Ohio EPA WPCLF (Water Pollution Control Loan Fund) loan. However, Change Order No 1 will be funded from the 2021 Sanitary Capital (cash).

If you need any additional information, please contact Chris Clark, WRF Division Manager at 333-1834.

Attachment

Cc: Joe Parlette; LaShea Lofton; Aaron Zonin; Kena Crist; Chris Clark
CHANGE ORDER NUMBER 1

This Change Order Number 1, entered into this ______ day of ______________ , 2021, is between the City of Dayton, Ohio ("City") and Shook Construction Co. Inc. ("Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract for the Total Phosphorus Treatment Improvements project (10% MBE and 5%WBE Participation) ("Project"), on December 10, 2020 ("Contract"), for Total Phosphorus Treatment at the Water Reclamation Plant; and

WHEREAS, the City and Contractor agree that extra work, or altered work, must be performed to complete the Project; and

WHEREAS, the City and Contractor agree that the extra work or altered work or both require the Contract to be modified; and

WHEREAS, the City and Contractor agree upon the amount to be paid for the extra work or altered work, or both, to be performed.

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

Section 1. Under this Change Order Number 1, Contractor shall perform the following work beyond the contract amount:

a. Additional Scope Change Items. See attachment A

Section 2. In consideration of Contractor's performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed SEVEN HUNDRED SIXTY-TWO THOUSAND DOLLARS AND ZERO CENTS ($762,000.00) beyond the contract amount. Payment for services shall be invoiced and paid separately from the original contract.

Section 3. The terms and compensation provided by this Change Order Number 1 constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in the work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

Section 5. Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number 1 as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

SHOOK CONSTRUCTION CO. INC.

By

Title Vice President

APPROVED AS TO FORM AND CORRECTNESS:

11/22/2021

X John Musto for

City Attorney

Signed by. Musto, John

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

, 2021

Min./Bk. Pg.

Clerk of the Commission
<table>
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<tr>
<th>FCO</th>
<th>Additional Change Orders Needed</th>
<th>Actual</th>
<th>Estimate</th>
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<tr>
<td>FCO-8</td>
<td>Polymer Storage Addition</td>
<td>$213,000.00</td>
<td>Two additional 3000 gallon storage tanks.</td>
</tr>
<tr>
<td>FCO-9</td>
<td>Rotameter for polymer dilution Water</td>
<td>$4,465.34</td>
<td>Reuse Rotameters from NPW line</td>
</tr>
<tr>
<td>FCO-10</td>
<td>Wrap Pipe for Condensation</td>
<td>$12,080.08</td>
<td>Applies to all new and modified PW, NPW, PPW pipe. No heat trace</td>
</tr>
<tr>
<td>FCO-11</td>
<td>Add ability to Recirc TWAS Pump No. 1 or add mixer</td>
<td></td>
<td>$35,000.00</td>
</tr>
<tr>
<td>FCO-12</td>
<td>T&amp;M for Phosphorus Analyzers</td>
<td></td>
<td>$74,000.00</td>
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<tr>
<td>FCO-13</td>
<td>Addition of pump and small sample sink at SS 9A</td>
<td></td>
<td>$3,000.00</td>
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<tr>
<td>FCO-14</td>
<td>Addition of tee and small sample sink at SS 10</td>
<td></td>
<td>$2,000.00</td>
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<tr>
<td>FCO-15</td>
<td>Modifications to ferric lines at Aeration Basins</td>
<td>$5,694.42</td>
<td></td>
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<tr>
<td>FCO-16</td>
<td>Replacement or removal of Skylights</td>
<td>$23,000.00</td>
<td>One skylight already leaking. Assume replace 5 skylights - window and frame. This would be complicated based on supporting the hollow core plank. 1600-2000 each. Added some roofing modifications if leaking isn't contained at just the windows</td>
</tr>
<tr>
<td>FCO-17</td>
<td>Minor modifications to install cleanouts (south side of bldg)</td>
<td>$911.18</td>
<td>Shook recommends a 24&quot; and 15&quot; is custom</td>
</tr>
<tr>
<td>FCO-18</td>
<td>Reroute WAS or NPW line to reduce thickness of sludge</td>
<td>$5,134.81</td>
<td>Shook will provide a 2&quot; Copper connection from the 4&quot; WAS line above into the 4&quot; TWAS Recirculation line</td>
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<tr>
<td>FCO-19</td>
<td>Install of larger TWAS pumps to pump thicker TWAS.</td>
<td>$265,000.00</td>
<td>Tentatively includes: larger pumps, piping and stair modifications to fit in pit,</td>
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<tr>
<td>FCO-20</td>
<td>HVAC unit power</td>
<td>$7,296.37</td>
<td>relocate check valves, electrical upgrades</td>
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<tr>
<td>FCO-21</td>
<td>T&amp;M Bowser Morner Credit</td>
<td>$16,000.00</td>
<td>$6000 to date, &lt;$14,000 to go</td>
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<tr>
<td>FCO-22</td>
<td>Rupture Disc Purchase</td>
<td>$3,548.00</td>
<td>Assume 6 additional</td>
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<td>FCO-23</td>
<td>Concrete Encasement Demo T&amp;M</td>
<td>$7,000.00</td>
<td>$3000 to date x 2</td>
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<td>FCO-24</td>
<td>T&amp;M for SDN pipe Demo</td>
<td>$3,000.00</td>
<td>$1200 to date x 2</td>
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<td>FCO-25</td>
<td>Polymer Handrail</td>
<td>$7,455.51</td>
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<tr>
<td>FCO-26</td>
<td>Metal Partition replacement in ferric room</td>
<td>$35,257.72</td>
<td>Applies to both openings from metal partition removal</td>
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<tr>
<td>FCO-27</td>
<td>Electrical Demo</td>
<td>$6,353.58</td>
<td>AC Filtration Demo, AC Demo, Misc. Conduit Demo</td>
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<td>FCO-28</td>
<td>Purchase of surplus polymer post-30 day usage.</td>
<td>$5,750.00</td>
<td>2 totes, 2300lbs /tote @ $1.25</td>
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<td>FCO-29</td>
<td>Vent pipe modifications</td>
<td>$4,547.48</td>
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<tr>
<td>FCO-30</td>
<td>Ferric room lighting</td>
<td>$12,000.00</td>
<td>Epoxy coat galvanized steel-Shook to cost, Arcadis to put together RFP</td>
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<tr>
<td>FCO-31</td>
<td>T&amp;M Reroute of existing ferrous chloride line</td>
<td>$1,337.81</td>
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<tr>
<td>FCO-32</td>
<td>VFD/MCC Modifications for High Pressure shutoff</td>
<td>$11,000.00</td>
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<tr>
<td>FCO-33</td>
<td>General Conditions</td>
<td>$23,000.00</td>
<td>End of June is current schedule finish</td>
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<tr>
<td>FCO-34</td>
<td>Unknown items</td>
<td>$114,000.00</td>
<td>15% placeholder</td>
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<td><strong>TOTAL</strong></td>
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<td>$870,800.00</td>
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- Contingency Funds
  - Change Order Needs: $870,800
  - Contingency Balance: $108,983
  - Additional Funds Needed: $762,000
City Manager’s Report

Date December 8, 2021
Expense Type Contract Modification
Total Amount $112,746.64 thru 2/22/23

From 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual
Name Signature Technologies, Inc. dba Com-Net Software
Address 3728 Benner Road
Miamisburg, OH 45342

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>Aviation Operating</td>
<td>51000-3210-1151-43</td>
<td>$112,746.64</td>
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</table>

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

Description

Second Amendment to Professional Services Agreement

The Department of Aviation requests permission to enter into a Second Amendment ("Amendment") to Professional Services Agreement with Signature Technologies, Inc. dba Com-Net Software ("Com-Net"). Under this Amendment, Com-Net will provide the Department of Aviation Airport Vision and Airport Voice hardware and software support for the flight information displays and paging systems, as well as the OAG/Flightview data feed, air traffic map and web content.

This Amendment is effective on the date of execution by the City and shall expire on February 22, 2023. The total amount payable under this Amendment is an amount not to exceed $112,746.64. The initial Professional Services Agreement was approved by Commission April 5, 2017 for $285,006.19. The First Amendment to the Professional Services Agreement was approved by Commission April 25, 2018 for $85,270.66. This Amendment brings the total contract amount to $483,023.49.

The Amendment was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $112,746.64 for 2022 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

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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<td>Contract Start Date</td>
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<td>Expiration Date</td>
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<td>$126,292.91</td>
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<th>Increase Encumbrance</th>
<th>$112,746.64</th>
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<td>$13,546.27</td>
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Amount: $112,746.64

Fund Code: 51000 - 3210 - 1151 - 43 - -

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

Attach additional pages for more FOAPALs

Vendor Name: Signature Technologies, Inc. dba Com-Net Software
Vendor Address: 3728 Benner Road Miamisburg OH 45342
Federal ID: 311142683
Commodity Code: 92045
Previous: CT21-1667

Purpose: To encumber funds for 2022: this contract will provide system upgrades, maintenance and on-going services for all Flight Information Display Systems (FIDS) and Digital Paging hardware and software for the Dayton International Airport for 2022. (Commission approval $285,007.00 + amendment $85,270.66, 42,814.27 - 63,604.00 (2020) = $79,210.27 - 63,604.00 (to be used in 2021) = $15,606.27 remaining Commission approval + $112,746.64 Dec 2021 amendment - $112,746.64 this encumbrance for 2022 = $15,606.27 remaining Commission approval.

Contact Person: Pam Hixon 937-264-3594
Aviation/Administration & Finance
Contact Person 11/12/2021
Department/Division 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: 
Date: 11/22/21

CF Prepared by: 
Date: 11/22/21
CF/CT Number: CT22-1667

finance Department

October 18, 2011
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made this _______ day of __________________, 2021, between the City of Dayton, Ohio (hereinafter referred to as "City") and Signature Technologies, Inc. dba Com-Net Software ("Consultant").

WHEREAS, On March 22, 2017, the Commission of the City of Dayton approved a Professional Services Agreement between City and Consultant ("Agreement’), for maintenance and on-going services for all Flight Information Display Systems (FIDS) and Digital Paging hardware and software needed by the City’s Department of Aviation; and

WHEREAS, On May 18, 2018 the Commission of the City of Dayton approved a First Amendment to the Agreement to add services and adjust the compensation; and

WHEREAS, The parties now mutually agree to further amend the Agreement to provide an additional year of term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant mutually agree as follows:

1. Article II – Compensation, shall be amended as follows:

   A. The first paragraph shall be amended to delete "Three Hundred Seventy Thousand Two Hundred Seventy-Six Dollars and Eighty-Five Cents ($370,276.85)" and replace it with Four Hundred Eighty-Three Thousand Twenty-Three Dollars and Forty-Nine Cents ($483,023.49)"

   B. Section II (A) - Compensation for Professional Services shall be deleted in its entirety and replaced with the following:

   Payment for the professional services provided by Consultant is at the following rates for the professional services hereunder:

   APV/AVO Software/Hardware components and Professional Services $62,530.92

   APV/AVO Software/Hardware Support one time charges $2,853.16

   OAG Air Traffic Live $7,827.96

   OAG Display Maintenance $1,013.28

   OAG Flight Status API/FVXML – Web $38,521.32

   Total: $112,746.64
2. Article IV – Term and Renewal, shall be deleted in its entirety and replaced with the following:
   This Agreement shall commence on March 1, 2017 and shall terminate on February 22, 2023, unless earlier terminated in accordance with Article VI herein.

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

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

CITY OF DAYTON, OHIO

______________________________
City Manager

SIGNATURE TECHNOLOGIES, INC.
DBA COM-NET SOFTWARE

By: ____________________________

Title: Finance Director

APPROVED AS TO FORM
AND CORRECTNESS:

E-SIGNED by Suzanne Beck for City Attorney
on 2021-11-10 14:53:45 GMT

______________________________
City Attorney

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

______________________________, 2021

Min./Bk. _______ Pg. _______

______________________________
Clerk of the Commission
From: 2510 - Municipal Court  
Supplier, Vendor, Company, Individual: Montgomery County Board of County Commissioners  
Address: 451 W. Third St. 11th Floor  
Dayton, Ohio 45422

Date: December 8, 2021  
Expense Type: Service Agreement  
Total Amount: $300,000.00 (thru 12/31/2022)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Home Detention</td>
<td>22113-2510-29601-74</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: Yes  
Affirmative Action Program: N/A

Description: Consulting Services for Electronic Home Detention Program

The Dayton Municipal Court requests permission to enter into a Consulting Services Agreement ("Agreement") with the Montgomery County Board of County Commissioners in the amount of $300,000.00.

Since May 2008, the Dayton Municipal Court Probation Department has provided Electronic Home Detention Program services for all Municipal Courts in Montgomery County. The Agreement funds the salary, benefits, and other related costs for two full-time officers and one part-time secretary, as well as all monitoring fees with Behavioral Intervention Incorporated.

Term of this Agreement is one year from January 1, 2022 through December 31, 2022.

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Montgomery County Board of County Commissioners
Address 451 W. Third St. 11th Floor
City Dayton State Ohio Zip+4 45422 - 1022
Customer # 31-6000172 Address Location # 02
Federal ID# 31-6000172

Revenue Information: Fund 22113 Organization 2510 Revenue 29601 Program 74

Contract Information: Contract Start Date 01/01/2022 Contract Expiration Date 12/31/2022

Billing Information:
Rate: $300,000.00 Arrears No Pre-bill
Monthly (1st month of billing) January, 2022
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain) Electronic Transfer of Funds into City Account
Rate Change Date Rate Change Amount

Description of Services (wording on invoice):

Departmental Approval

TO BE COMPLETED BY FINANCE

City Reference Number 11-0172 Auditor DBilly Date 12/3/2021

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
ELECTRONIC HOME DETENTION AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made this ___
day of ________________, 202__, between the Montgomery County Board of County
Commissioners (hereinafter referred to as the "Board"), and the City of Dayton, Ohio
(hereinafter referred to as the "City").

WITNESSETH THAT:

WHEREAS, the Board, through the Office of Strategic Initiatives, desires professional
services from the City hereinafter described in Article One; and,

WHEREAS, the City, by and through the Dayton Municipal Court, is uniquely qualified,
experienced, and willing to perform the said services.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and
agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound,
agree as follows:

ARTICLE ONE: SCOPE OF WORK

1.1 At the direction of the Board or the Board’s duly appointed representative, the City, by
and through agents and/or employees of the Dayton Municipal Court, agrees to perform the
professional services identified in the Scope of Work attached hereto and incorporated herein as
Exhibit “A”. The Board and City further agree that, unless otherwise authorized by the Board in
writing, all services to be performed hereunder shall be performed by the agents and/or
employees of the Dayton Municipal Court.

ARTICLE TWO: SCHEDULE OF PAYMENTS

2.1 To compensate the City for services rendered as outlined in Exhibit A, the Board agrees
to pay the City an amount not to exceed Three Hundred Thousand Dollars and Zero Cents
($300,000.00). Payments shall be made to reimburse the City for actual expenses incurred as
they are invoiced to the Board in accordance with the services and conditions identified in
Exhibit A. Invoices from the City shall include documentation to support all incurred expenses
and confirmation of payment.

2.2 Invoices from the City shall be sent to the Reibold Building, 117 South Main Street, 5th
Floor, Suite 5200, Dayton, Ohio 45422, ATTN: Joe Spitler. The Board shall pay the City within
forty-five (45) days after receipt of the City’s invoices. The Board and the City further agree that
invoices for services rendered by the City which exceed the scope of services set forth in Exhibit
A and invoices for services not authorized by the Board shall not be paid by the Board. The
Board shall have the right, upon reasonable written request, to written evidence of the City’s
related expenses to provide said professional services.
ARTICLE THREE: CONDITIONS

3.1 The Board and the City agree to act in accordance with the express conditions as embodied in the conditions attached hereto and incorporated herein as Exhibit “A”.

ARTICLE FOUR: TERM

4.1 The effective date of this Agreement shall be from the date of execution by all parties and certification of the amount set forth in Article Two above by the Montgomery County Auditor and shall cover a period of time from January 1, 2022 through December 31, 2022, unless sooner terminated as hereinafter provided.

ARTICLE FIVE: ASSIGNMENTS

5.1 The parties expressly agree that this Agreement may not be transferred or assigned in whole or in part.

ARTICLE SIX: GOVERNING LAW

6.1 This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in and under the laws of Montgomery County, Ohio.

ARTICLE SEVEN: INTEGRATION, MODIFICATION AND SEVERABILITY

7.1 This instrument embodies the entire agreement of these parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE EIGHT: TERMINATION

8.1 If a party (the “Defaulting Party”) is in material breach of or default under this Agreement, and the Defaulting Party does not remedy that breach or default within fifteen (15) calendar days after receipt from the other party of written notice of that default or breach (provided that if the breach or default is one that cannot be remedied within such fifteen (15) day period, this Agreement may be terminated effective immediately upon written notice to the Defaulting Party), the other party shall after the expiration of such fifteen (15) calendar day period have the right to terminate this Agreement effective immediately upon written notice to the Defaulting Party.
8.2 If in the opinion of the Board, the Montgomery County Jail population is not significantly reduced by each court participating in the Electronic Home Detention Program ("EHDP"), the Board reserves the right to cancel the program or remove specific courts from the program that do not reflect a significant reduction in their jail population.

ARTICLE NINE: NON-DISCRIMINATION

9.1 The Dayton Municipal Court agrees to comply with the applicable provisions of all Federal, State, and local laws, rules and regulations regarding employment, including but not limited to those sections related to non-discrimination.

ARTICLE TEN: RELATIONSHIP

10.1 The parties hereby agree that the relationship between them shall not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative. It is further agreed that all agents and/or employees of the Dayton Municipal Court performing the services hereunder are not Board employees and not entitled to any of the emoluments of Board employment.

ARTICLE ELEVEN: NOTICES

11.1 Except as otherwise expressly provided herein, any notice required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to Joe Spitler, Criminal Justice Director, Reibold Building, 117 South Main Street, 5th Floor, Suite 5200, Dayton, Ohio 45422; if to the City, to the Court Administrator, Dayton Municipal Court, having its principal business address at 301 West Third Street, Room 365, Dayton, OH 45402.

ARTICLE TWELVE: HEADINGS

12.1 The Headings in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE THIRTEEN: WAIVER

13.1 Any forbearance or delays on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same in the future unless waived by the waiving party in writing.
ARTICLE FOURTEEN: LIABILITY

14.1 Each party assumes responsibility for the acts and conduct of the party’s respective employees in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, neither party waives any available immunities under the law.

ARTICLE FIFTEEN: OFFICE SPACE

15.1 County agrees to provide office space, if available, for the current staff of this program. This space will be provided at no charge for the duration of this contract. Office space for secretarial support will be provided based on availability as determined by the Jail Administrator.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF the parties have hereunto set their hands on the ___ day of
________________________, 202__.

WITNESS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By ____________________________
Judy Dodge

By ____________________________
Deborah A. Lieberman

By ____________________________
Carolyn Rice

OR

By ____________________________
Michael B. Colbert
Montgomery County Administrator

OFFICE OF STRATEGIC INITIATIVES

By ____________________________
Kelly L. Geers
Director

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

BY ____________________________
Assistant Prosecuting Attorney

Date ____________________________
WITNESSED BY:                      DAYTON MUNICIPAL COURT

__________________________________________

WITNESSED BY:                      CITY OF DAYTON, OHIO

__________________________________________

By                                      By
Court Administrator                     City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

__________________________, 202__

Min. / Bk. _______  Pg. ________

___________________________________________
Clerk of the Commission
EXHIBIT “A”
SCOPE OF WORK

Part A. Summary of Service

The Electronic Home Detention Program (EHDP) is a program utilizing state of the art global positioning satellites (GPS) and personal tracking units to monitor the location of pre-trial and post-conviction individuals.

Part B. Service Description

The City will employ two (2) civilian employees to inform defendants of the terms and conditions of the EHDP program, be responsible for hook-up and installation of EHDP equipment, and for maintaining a sufficient supply of EHDP equipment for county-wide municipal court use. In addition, the employees will be responsible for handling all alerts generated by the system, monitoring defendant activities, maintaining communications with the participating courts, and creating required reports regarding the program. Based on funding and office space availability, the City will provide a part-time secretary to assist the staff with associated program paperwork and data entry.

Part C. Service Outcome

Through the utilization of the EHDP system, a reduction in the number of persons in custody by the participating courts should occur. The average jail population over the past three (3) years for each of the participating courts will be utilized as a guide to help make this determination, keeping in mind there are variable factors that may influence the results.

Part D. Reports

The City will be responsible for the creation of monthly (possibly more frequent) reports including but not limited to the following information:

- Number of days sentenced
- Number of days pre-trial release
- Final charge at sentencing
- Number of revocations
- Identification of individuals in program
- Financial report relating to those individuals paying and not paying for the program and reflecting the amount of funds received*
- Where applicable reports will be broken down by court and judge.
*A separate account is to be created and maintained for revenue received from this project. Collected revenues will be deducted from invoices as they are submitted.

**Part E. Evaluation of Program**

The EHDP program will be evaluated on a periodic basis throughout the contract period.

**CONDITIONS**

The Dayton Municipal Court shall provide appropriate documentation to support all invoices submitted to the Board. Appropriate documentation shall depend on the type of expense incurred and shall consist of:

- Employee payroll – Payroll registers, allocations of expense and rationale
- Internal expenses – Type of expense, allocation of expense and rationale
- Outside expenses – Invoices and any/all supporting documentation

All submitted documentation shall include proof of payment.
City Manager’s Report

From 6410 - Public Works Director

Supplier, Vendor, Company, Individual

Name Bladecutter’s Inc., Lawn and Landscaping

Address 5440 N. Dixie Drive
          Dayton, OH 45414

Date December 8, 2021

Expense Type Other, (See Description Below)

Total Amount $3,188.00

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>General Fund-Capital-Issue 9</td>
<td>40032-6410-1424-54</td>
<td>$3,188.00</td>
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</tbody>
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Includes Revenue to the City ☑ No ☐

Affirmative Action Program ☑ Yes ☐ No ☐

Description

Payment of Voucher

The Department of Public Works is submitting a Payment of Voucher for Bladecutter’s Inc., Lawn and Landscaping to pay for playground equipment installed at DeWeese Ridgecrest Park. The swing set installation was a collaborative project with Public Works playground replacement project. The DeWeese Ridgecrest Civic Association received a $5,000.00 (2019 City of Dayton Neighborhood Mini-Grant). Grant funding will be submitted to support the full payment of the swing set purchase and installation. Invoice for the swing set is $8,188.00. Remaining balance of $3,188.00 will be paid from Issue 9 Parks Improvement.

This Payment of Voucher is being requested to pay the balance of collaborative swing set purchase and installation at DeWeese Ridgecrest Park.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
City of Dayton

Request for Payment without Order

Current Date 12/8/2021 Date Goods/Services Received 10/28/2021

Payment to: Federal ID# 31-1265427

Name Bladecutter’s Inc., Lawn and Landscaping

Address 5440 North Dixie Drive Dayton, Oh 45414

Invoice #(s) 254053

Commodity Code(s) 650-99

Account Code 40032-6410-1424-54 Approved Amount $3,188.00

Account Code Approved Amount ______

Account Code Approved Amount ______

Account Code Approved Amount ______

Grand Total $3,188.00

Explanation of purchase and installation at DeWeese Ridgecrest

Please do not mail Check. Pls call Cheryl Cox 4071 when Check is Ready

Division Approval ____________________________
(Required)

Department Approval ____________________________
(Required)

J. M. Stewart 12/22/21
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
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<td>Initial Agreement/Contract</td>
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| Amount: | $ 3,188.00 |
| Fund Code | 40032 6410 1424 54 XXXX XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: |   |
| Fund Code |   |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: |   |
| Fund Code |   |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Bladecutter's Inc., Lawn and Landscaping
Vendor Address: 5440 North Dixie Drive, Dayton, OH 45414
Federal ID: 311265427
Commodity Code: 650-99
Purpose: For payment of playground equipment

Contact Person: Cheryl Johnson x4071
Public Works / Director's Office
Department/Division
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

Date

Finance Department

October 18, 2011

CF21-0172

CF Prepared by:

Date

CF/CT Number

Sat 11/19/2021
**Invoice**

<table>
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<tr>
<th>Date</th>
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<td>11/3/2021</td>
<td>254053</td>
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**Bill To**

City Dayton  
371 W Second St  
dayton, OH 45402

**Ship To**

Ridgecrest Park

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<tr>
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<tr>
<td>playground equi...</td>
<td>10/28/2021</td>
<td>Install 2 bay swing set, seats, border timbers and safety surface</td>
<td></td>
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**Check**

THE DEWEESSE-RIDGECREST CIVIC ASSOCIATION  
3711 HILLMONT AVE  
DAYTON, OH 45414  

Pay to the Order of **BLADE CUTTERS, INC.**  
FIVE THOUSAND DOLLARS EXACT  

Blade Cutters, Inc.

We Accept: American Express, Discover Card, Mastercard, & Visa

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>$8,188.00</th>
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</thead>
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<tr>
<td>Sales Tax (0.0%)</td>
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<tr>
<td>Total</td>
<td>$8,188.00</td>
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Payment of Voucher – Dinsmore & Shohl, LLP

The Department of Finance is requesting approval for payment to Dinsmore & Shohl, LLP, a state-licensed law firm practicing in the State of Ohio, in the amount of $12,285.00. Dinsmore & Shohl, LLP performed all professional services to transfer the Dayton Convention Center to the Montgomery County Convention Facilities Authority. Due to the project’s complexity, the cost of services provided exceeded the initial encumbrance of $10,000.00 that was established in January 2021.

In order to avoid future occurrences, The Department of Finance will also work closely with the agency to ensure scope and funding are appropriately managed. A separate agreement has also been created to cover future professional services through December 2022.

A Certificate of Funds in the amount of $12,285.00 is attached.

**Signatures/Approval**

**Approved by City Commission**
November 30, 2021

TO: Shelley Dickstein, City Manager
Office of City Manager

FROM: Robbi Stivers, Director
Department of Finance

SUBJECT: Payment of Voucher – Dinsmore & Shohl, LLP

The Department of Finance requests payment of the November 2021 invoice from Dinsmore & Shohl, LLP for all work performed regarding the transfer of the Dayton Convention Center to the Montgomery County Convention Facilities Authority. The Department of Finance encumbered $10,000.00 (ten thousand dollars and zero cents) as a start for legal services, however due to the complexity of the project, the cost of services exceeded the initial encumbrance amount. Also, there was difficulty tracking the expenses related to this transaction due to the short time frame for completion of the transfer. The original encumbrance of $10,000.00 was used to pay a portion of the $22,285.00 total invoice. Therefore, the payment of voucher amount is $12,285.00. Attached are the Certificate of Funds, City Manager’s Report, and the invoice prepared for payment.

The Debt fund will be the source to pay the remaining balance of the invoice.

If you have any questions or concerns, please contact me at ext. 3578.

RS/bcm

C: Mr. Parlette
   Ms. Lofton
   Mr. John
   Ms. Brown
   file
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
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<td>$ -</td>
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Original CT/CF
Increase Encumbrance | $ - | Copy of Original Certificate of Funds |
Decrease Encumbrance | $ - |
Remaining Approval | $ - |

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Amount: $ 12,285.00

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<td>Prog</td>
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<td>Loc</td>
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Amount: __________

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

---

Attach additional pages for more FOAPALs

Vendor Name: Dinsmore & Shohl, LLP
Vendor Address: 255 East Fifth Street, Suite 1900, Cincinnati, OH 45202
Federal ID: 310263070
Commodity Code: 96150

Purpose: To cover professional services related to the transfer of the Dayton Convention Center to the Montgomery County Convention Facilities Authority.

Contact Person: Kena Brown

Finance/Tax & Accounting Admin 11/22/2021
Department/Division Date

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 11/30/21
CF Prepared by 11/30/21

CF/ICT Number C721-3137

October 18, 2011
November 30, 2021

City of Dayton – Department of Finance
101 W. Third Street
Dayton, OH 45402
Attention: Ms. C. LaShea Lofton, Deputy City Manager

Submitted in connection with Purchase Order No. CT 21 2919

FOR PROFESSIONAL SERVICES RENDERED WITH RESPECT TO THE FOLLOWING MATTERS:

Services rendered as Bond Counsel with respect to the transfer of the Dayton Convention Center from the City of Dayton, Ohio to the Montgomery County Convention Facilities Authority (see Exhibit A hereto for hourly detail) and in connection therewith, the delivery of a No-Adverse Effect Opinion with respect to the City’s $1,615,000 Energy Conservation Improvement Bonds, Series 2011 (Federally Taxable – Qualified Energy Conservation Bonds – Direct Payment) issued on June 1, 2011.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Hourly Fees</td>
<td>$19,785.00</td>
</tr>
<tr>
<td>Delivery of No-Adverse Effect Opinion:</td>
<td>2,500.00</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT DUE</strong></td>
<td><strong>$22,285.00</strong></td>
</tr>
</tbody>
</table>

TIN: 31-0263070
JCM/cab/PBF
CM #: 117479.999

Payment Due on Receipt
Please Return a Copy of this Remittance Advice with your Payment to:

By Check:  Dinsmore and Shohl LLP
PO Box 639038
Cincinnati, Ohio 45263-9038

By Wire/ACH:  Bank: Fifth Third Bank
Account Name: Dinsmore and Shohl LLP
ABA Number: 042000314    Swift Code: FTBCUS3C
Account Number: 7027505945

JCM/cab/PBF
CM #: 17479.999

$22,285.00
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>
</tr>
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<tbody>
<tr>
<td>Contract Start Date</td>
<td>01/01/21</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original City Manager Approval</td>
<td>$10,000.00</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$10,000.00</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Remaining Approval</td>
<td>$</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original CT/CF</th>
<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
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</thead>
<tbody>
<tr>
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<td>$</td>
<td>$</td>
</tr>
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</table>

Amount: $10,000.00

Fund Code

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<tr>
<td>31100</td>
<td>-5320-1159</td>
<td>64</td>
<td>XXXX</td>
<td>XXXX</td>
<td></td>
</tr>
</tbody>
</table>

Vendor Name: Dinsmore & Shohl, LLP
Vendor Address: 255 East Fifth Street, Suite 1900, Cincinnati, OH 45202
Federal ID: 310253070
Commodity Code: 95150

Purpose: For the transfer of ownership of the City's Convention Center and the attached transportation center to the Montgomery County Convention Facilities Authority.

Contact Person: Brian Smith

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 of any previous encumbrance.

Finance Director Signature: [Signature]
CF Prepared by: [Signature]

Finance Department
October 18, 2011
December 23, 2020

Ms. C. LaShea Lofton
Deputy City Manager & Acting Finance Director
City of Dayton, Ohio
Department of Finance
101 W. Third Street
Dayton, OH 45402

Re: Engagement as Counsel for the City of Dayton, Ohio (the “City”) with respect to the transfer of ownership of the City’s Convention Center and attached transportation center (the “Project”) to the newly created Montgomery County Convention Facilities Authority (the “Authority”) and related federal tax matters as further described herein (collectively, the “Matter”)

Dear Ms. Lofton:

The City has asked us to serve as its counsel with respect to the above-referenced Matter. This letter will describe our proposed services, responsibilities and fees.

Scope of Engagement and Duties to be Performed as Special Counsel

General. As counsel to the City, our function will be to advise the City with respect to the Matter above and to assist in preparation of legal documents related thereto. We will attend meetings as requested, be available for telephone consultations as required, perform research, prepare drafts of the documents related to the Matter, and other documents as required, and be available for such other tasks as are appropriate in connection with our function.

Federal Tax Matters. With respect to federal tax matters, we will draft certain tax documents to be executed by the City and the Authority in order to maintain compliance with the federal tax requirements related to the City’s $1,615,000 Energy Conservation Improvement Bonds, Series 2011 (Federally Taxable – Qualified Energy Conservation Bonds – Direct Payment) issued on June 1, 2011 (the “Series 2011 QECBs”), a portion of the proceeds of which were used to finance the Project. We anticipate delivering to the City our opinion that the transfer of the Project will have no adverse effect on the status of the Series 2011 QECBs (the “No-Adverse Effect Opinion”), in reliance upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation. We will assume continuing compliance by the City and the Authority with the applicable laws relating to the Series 2011 QECBs. The No-Adverse Effect Opinion will be based on facts and law existing as of its date. During the course of this engagement, we will rely on the
Ms. C. LaShea Lofton  
Deputy City Manager & Acting Finance Director  
December 23, 2020  
Page 2

City and the Authority to provide us with complete, accurate and timely information on all developments pertaining to any aspect of the Series 2011 QECBs. In rendering the No-Adverse Effect Opinion, we may also expressly rely upon counsel to other parties to the transaction as to certain matters where appropriate.

Compensation and Reimbursement

For our services as your counsel, we will expect to be compensated at the hourly rate of $400 per hour for the services of Lona Valentine, John Merchant, or other partners assigned to the Matter and $275 per hour for the services of Matthew Ingersoll or other associates assigned to the Matter. In addition to the hourly rates mentioned above, we will charge a fee of $2,500.00 to issue the No-Adverse Effect Opinion. Finally, we will expect to be reimbursed for out-of-pocket expenses, including travel costs, photocopying, deliveries, transcript preparation charges, filing fees and other necessary office disbursements.

Attorney-Client Relationship and Conflicts of Interest

Upon acceptance of this letter, the City will be our client and an attorney-client relationship will exist between us. Applicable ethical rules prohibit us from undertaking the representation of parties with directly adverse interests unless we reasonably believe the representation of either client will not adversely affect our representation of the other client and unless we obtain the consent of both clients. We represent many political subdivisions, companies, investment and commercial banks and individuals in matters unrelated to the proposed Matter. It is possible during the time we represent the City, one or more of our present or future clients will have transactions with or matters before the City. We do not believe that such representations, if they occur, will be adverse to our representation of you. The execution of this engagement letter will signify the City’s consent to our representation of others consistent with this paragraph.

We understand that until we have been paid any fees for time and expenses owed to us under the terms of this agreement, the City will not seek to engage any firm other than Dinsmore & Shohl LLP, to provide the counsel services described above.

Miscellaneous

We assume that we will have the full cooperation of the appropriate officers and employees of the City and the Authority, as well as any other persons necessary to successfully complete the proposed transaction, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the transaction.

At the City’s request, papers and property furnished by the City for our work in connection with the Matter will be returned promptly upon receipt of payment for outstanding fees and client charges relating thereto. Our own files, including lawyer work product, pertaining to those matters will be retained by us. For various reasons, including the minimization of unnecessary storage
Ms. C. LaShea Lofton  
Deputy City Manager & Acting Finance Director  
December 23, 2020  
Page 3

expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of our engagement.

Our services are limited to those contracted for in this engagement letter, and the execution of this engagement letter will constitute the City’s acknowledgment of those limitations. The contract evidenced by this letter may be terminated by the City at any time, although we would expect to be paid for our services and expenses as described above incurred to the date of termination.

If the foregoing terms are satisfactory to the City, please return a signed copy of this letter.

Thank you very much for considering us in connection with the Matter. If there are any questions or concerns, or if we may be of any additional assistance, please feel free to contact me.

Very truly yours,

DINSMORE & SHOHL LLP

Per

John C. Merchant

Accepted and agreed to this ____ day of ______________, 20____.

CITY OF DAYTON, OHIO

By:  

Name: C. LaShea Lofton  
Title: Deputy City Manager & Acting Finance Director  
Date: 1/08/2021
AN ORDINANCE

Appropriating Property Designated as Parcel 79 WD & T in Connection with the Salem Avenue Reconstruction Phase 2 and Declaring an Emergency.

WHEREAS, This Commission, by Resolution No. 6605-21, adopted on September 8, 2021, declared its intention to appropriate the real property interests hereinafter described ("Property") in connection with the Salem Avenue Reconstruction Phase 2 Project ("Project"); and

WHEREAS, The property being appropriated is for the Project to reconstruct Salem Avenue from West Riverview Avenue to North Avenue that is open to the public without charge; and

WHEREAS, The owners of the parcels comprising the Property are unable to come to an agreement with City or are unable to deliver clear title to the City; and

WHEREAS, The total appraised value of the parcels comprising the Property is $1,443.00; and

WHEREAS, The estimated filing fees and other costs in connection with assessing the compensation to be paid for the Property are in the amount of $500.00; and

WHEREAS, The City must acquire to acquire the Property for the Project at the earliest date possible, it is necessary for the immediate preservation of the public peace, property, health and safety, that this ordinance take effect immediately upon passage to avoid delay in completing the Project; now, therefore,

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

Section 1. That the Commission hereby appropriates, for the purposes stated in the preamble hereof, a warranty deed and temporary construction easements in, under, over, and through the real property described in Exhibits marked “A” attached hereto (collectively, the “Property”), the owners of record and the appraised value for the real property being as follows:

<table>
<thead>
<tr>
<th>Parcel 79 WD &amp; T</th>
<th>Wilmington Savings Fund Society, FSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deed Holders:</td>
<td>$1,443.00</td>
</tr>
<tr>
<td>Appraised Value:</td>
<td>R72-07408-0024,0025,0026</td>
</tr>
<tr>
<td>BPI:</td>
<td></td>
</tr>
</tbody>
</table>

Section 2. That the City Attorney is hereby authorized and directed to apply to the Court of Common Pleas, Montgomery County, Ohio, for the purpose of assessing the compensation to be paid for each parcel of the Property.

Section 3. That the costs and expense for the appropriation described herein shall be paid out of the following account:
SALEM AVENUE RECONSTRUCTION PHASE 2
41487-6450-1421-54
ONE THOUSAND FOUR HUNDRED FORTY THREE DOLLARS
($1,443.00)

Section 4. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission................................., 2021

Signed by the Mayor..........................................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
November 11, 2021

TO: Shelley Dickstein  
City Manager

FROM: Joseph Weinel, Chief Engineer  
Division of Civil Engineering

SUBJECT: Ordinance for Appropriation

Attached is the Ordinance to appropriate one parcel in connection with the Salem Avenue Reconstruction Phase 2 project. Please present this Ordinance to the City Commission as an emergency at the November 24, 2021 meeting.

The parcel is being appropriated because the City has been unable to locate the legal owners or the property owner has been unable to deliver clear title. Resolution No. 6602-21, adopted on September 8, 2021 declared the Commission’s intention to appropriate.

If you have any questions, please contact me at extension 4218.

Attachments

Copy: Mr. Stovall
AN ORDINANCE

Authorizing the City Manager to Enter into A Community Reinvestment Area Tax Abatement Agreement With KC Dayton Partners, LLC for Real Property Located Within the Downtown Dayton Community Reinvestment Area; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio (the “City”) has encouraged the development of real property and the acquisition of personal property in areas designated as community reinvestment areas (“CRAs,” or singularly, a “CRA”); and

WHEREAS, On May 13, 2009, this Commission adopted, and the Mayor of the City signed, Ordinance No. 30861-09, which designated certain real property within the City as the “Downtown Dayton CRA” and declared the remodeling of existing structures and the construction of new structures within the Downtown Dayton CRA to be a public purpose for which real property tax exemptions may be granted; and

WHEREAS, The Ohio Department of Development determined that the Downtown Dayton CRA contained the characteristics set forth in Ohio Revised Code (“R.C.”) Section 3735.66 required for a CRA and confirmed the Downtown Dayton CRA on October 10, 2009 as CRA No. 113-21000-14, and

WHEREAS, This Commission passed Ordinance No. 30861-15 on May 20, 2015 and Ordinance No. 31602-17 on December 20, 2017, each amending portions of Ordinance No. 30861-09 (Ordinance No. 30861-09, as amended by Ordinance Nos. 30861-15 and 31602-17, is identified hereafter as the “CRA Ordinance”); and

WHEREAS, KC Dayton Partners, LLC (the “Owner”) has submitted an application to the City’s Housing Officer (in this case the Senior Community Development Specialist, Division of Housing and Community Development, Department of Planning and Community Development as designated in the CRA Ordinance) for a CRA agreement and tax abatement to support a commercial project on its property; and

WHEREAS, Owner owns certain vacant real property located at 140 E Monument Avenue, Dayton, Ohio 45402, Montgomery County Parcel ID Number R72 00311 0031 (the “Property”) and has proposed to invest approximately $26.7 million to construct a mixed use development currently intended to consist of 124 multi-family apartment units, 4,500 square feet of retail space, and a 132-space parking garage, which should result in the creation of six new full time permanent jobs and six new part time jobs with an aggregate annual payroll of approximately $240,000 and $120,000 respectively, as described more fully in the application (the “Application”) that is attached hereto as Exhibit A and incorporated into this Ordinance;
WHEREAS, Owner has requested a 15-year, 100% CRA tax abatement on the increase in assessed value of the Property resulting from commercial development on said Property as set forth in the Application; and

WHEREAS, The Housing Officer has reviewed the Application and has recommended that the Commission approve the CRA tax abatements requested by Owner on the basis that Owner is qualified as financially responsible and experienced in business to create and preserve employment opportunities in the Downtown Dayton CRA and improve the economic climate of the City; and

WHEREAS, The City has considered Owner’s application and the Housing Officer’s recommendation and determined that each Owner is qualified to receive a CRA tax abatement for commercial development on its Property; and

WHEREAS, Owner has submitted to the City the required State application fee of $750 made payable to the City to be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C); and

WHEREAS, Property is located within the Dayton City School District (the “School District”), and the School District has entered into an Intergovernmental Real Property Tax Abatement Agreement with the City dated August 8, 2018 whereby the District has, so long as any proposed CRA Agreement complies with the requirements of that Intergovernmental Real Property Tax Abatement Agreement, conditionally agreed to (i) approve certain CRA real property exemptions of up to one hundred percent (100%) for the value of commercial building improvements constructed for terms up to and including fifteen (15) years; and (ii) waived statutory notice of such exemptions; and

WHEREAS, The City has performed the due diligence required of it by the Memorandum of Understanding dated August 21, 2018 between the City and the School District, has presented its findings to the Superintendent, Treasurer, and school board subcommittee of the School District, and the School District has had an opportunity to negotiate a compensation agreement with the Owner identified herein; and

WHEREAS, Pursuant to R.C. Sections 3735.67(A) and 3735.671 and the CRA Ordinance, the City and Owner desire to enter into an agreement (the “CRA Agreement”) setting forth the CRA tax abatement and the terms and conditions of the CRA abatement with respect to Owner and the Property, the form of which CRA Agreement is attached to and incorporated into this Ordinance as Exhibit B; and

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore,
BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That this Commission hereby determines that KC Dayton Partners, LLC is qualified to receive commercial CRA tax abatements with respect to the real property it owns, as identified more particularly herein, all pursuant to R.C. Sections 3735.65 through 3735.70 and the CRA Ordinance.

Section 2. This Commission hereby approves the CRA Agreement attached to this Ordinance as Exhibit B, which CRA Agreement shall be in the form required by R.C. Section 3735.671 and shall provide a tax exemption for the real property identified in the CRA Agreement due to the completion of the project identified in the CRA Agreement for a period of fifteen (15) years in an amount equal to one hundred percent (100%) of the increase in assessed value of the Property as a result of the completion of the project.

Section 3. That the City is hereby authorized, and the City Manager is hereby authorized to act on behalf of the City, to execute, deliver, and perform the CRA Agreement, substantially in the form attached to this Ordinance as Exhibit B, with such changes as are consistent with this Ordinance and not materially adverse to the City, both of which shall be conclusively evidenced by the signature of the City Manager on the CRA Agreement.

Section 4. That the Clerk of this Commission shall forward a certified copy of this Ordinance, along with all exhibits to this Ordinance, to the Director of the Ohio Department of Development within 15 days after the CRA Agreement is are entered into, all pursuant to R.C. 3735.671.

Section 5. That pursuant to the CRA Agreement, the Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of the CRA Agreement. On each anniversary of the date of the execution of the CRA Agreement, Owner shall pay to the City an annual fee as provided under Ohio Revised Code Section 3735.671(D), which annual fee shall equal to the greater of (i) 1.00% of the value of the CRA tax exemption to the Owner in the previous year, or (ii) $500; provided, that if the value of the CRA tax exemption exceeds $250,000 in a year, the annual fee shall not exceed $2,500 in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Ohio Revised Code Section 3735.671(D), including compliance with Ohio Revised Code Sections 3735.672 and 5709.85.
Section 6. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of the Ohio Department of Development of the findings in this Ordinance.

PASSED BY THE COMMISSION.................., 2021

SIGNED BY THE MAYOR......................, 2021

______________________________
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

______________________________
Clerk of the Commission

APPROVED AS TO FORM:

______________________________
City Attorney
November 30, 2021

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

FROM: Todd Kinskey, Director
       Department of Planning, Neighborhoods and Development

SUBJECT: Ordinance Authorizing a Downtown Dayton CRA Agreement for the Delco Project

Crawford Hoying and partners have negotiated an agreement with Dayton Public Schools (DPS) for Community Reinvestment Area (CRA) and Tax Increment Financing (TIF) incentives in support of a $162 million investment close to Riverscape and the baseball stadium.

The attached ordinance authorizes the City Manager to enter into a CRA agreement for the property located within the Downtown CRA District at 140 E. Monument Avenue. Attached is a map of the project site.

We request emergency passage of the ordinance with two readings during the December 8, 2021 City Commission meeting.

If you have any questions, please contact me at extension 4209 or Chris Lipson at extension 3820.

TK/cjl

Attachments
EXHIBIT A

APPLICATION OF KC DAYTON PARTNERS, LLC
COMMERCIAL APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton, Ohio located in the County of Montgomery and KC Dayton Partners, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

   KC Dayton Partners, LLC                         Jason Woodard
   Enterprise Name                                 Contact Person

   6640 Riverside Drive, Suite 500
   Address                                          937-232-7330
   Telephone Number                                Telephone Number

b. Project site:

   140 E Monument St., Dayton, OH
   Jason Woodard                                    Contact Person

   140 E Monument Street
   Dayton, OH 45402                                 937-232-7330
   Address                                          Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

   124 multi-family apartment units, 4,500 square feet of retail space and a 132-space parking garage.

b. List primary 6 digit North American Industry Classification System (NAICS) #236116

   Business may list other relevant SIC numbers. _N/A__________________________

   Business may list other relevant SIC numbers. _N/A__________________________

   ______________________________________________________________________

   ______________________________________________________________________

   ______________________________________________________________________

c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred: __N/A ____________________

   ______________________________________________________________________

   ______________________________________________________________________

   ______________________________________________________________________

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

   Limited liability company
3. Name of principal owner(s) or officers of the business.

KC Dayton Partners, LLC

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?  Yes___ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

4. d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

0

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

0

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated:

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Construction of 124 multi-family apartment units, 4,500 square feet
of retail space and a 132-space parking garage.

7. Project will begin March 2022 and be completed October 2023 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

   The new retail space will create new jobs; however, there is currently no estimate.

   N/A

b. State the time frame of this projected hiring: ___N/A___ yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

   N/A

9. a. Estimate the amount of annual payroll such new employees will add $ ___N/A___ in total payroll (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

   b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $ ____N/A____

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

    A. Acquisition of Buildings: $ 1,210,000
    B. Additions/New Construction: $ 25,440,000
    C. Improvements to existing buildings: $ 0
    D. Machinery & Equipment: $ 0
    E. Furniture & Fixtures: $ 50,000
    F. Inventory: $ 0

    Total New Project Investment: $ 26,700,000

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property as described above. Be specific as to the rate, and term.

   b. Business's reasons for requesting tax incentives (be quantitatively specific as possible).

   The abatement fills an underwriting gap in support of the revitalization of downtown Dayton and strengthens the project's likelihood of success. With this abatement, the property owner plans to invest more heavily in downtown Dayton than it otherwise could. On the now vacant land, there will be more than $26 million in new construction. This project will provide 124 additional residential units and additional retail space to downtown Dayton.
Submission of this application expressly authorizes the City of Dayton, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

KC Dayton Partners, LLC          September 24, 2021
Name of Property Owner         Date

[Signature]                      Brent Crawford, Manager

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as an exhibit.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.
PROPERTY

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 140 E Monument Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00311 0031.
EXHIBIT B

CRA AGREEMENT WITH KC DAYTON PARTNERS, LLC
COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (the “Agreement”) is made and entered into effective this __________ day of ______________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “State”) and its Charter, with its main offices located at 101 W. Third St., Dayton, Ohio, 45401, (the “City”), and KC DAYTON PARTNERS, LLC (“OWNER”), an Ohio limited liability company having its principal office at 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in the Downtown Dayton district of the City; and

WHEREAS, the Commission of the City (the “Commission”), by its Ordinance No. 30861-09, adopted on May 13, 2009, authorized the City to implement a community reinvestment area program pursuant to Ohio Revised Code (“Revised Code”) Sections 3735.65 through 3735.70, and approved certain administrative procedures for the program; and

WHEREAS, effective October 10, 2009, the Director of Development of the State determined that the area designated by Ordinance No. 30861-09 (the “Downtown Dayton CRA”) contained the characteristics set forth in Revised Code Section 3735.66, and confirmed the Downtown Dayton CRA as community reinvestment area No. 113-21000-14 under Revised Code Chapter 3735; and

WHEREAS, the Commission of the City passed Ordinance No. 30861-15 on May 20, 2015 and Ordinance No. 31602-17 on December 20, 2017, each amending portions of Ordinance No. 30861-09 (Ordinance No. 30861-09, as amended by Ordinance Nos. 30861-15 and 31602-17, is identified hereafter as the “CRA Ordinance”)

WHEREAS, Owner is the fee owner of certain real property located within the City as identified more particularly on the attached Exhibit A (the “Project Site”), which Property is entirely within the boundaries of the Downtown Dayton CRA; and

WHEREAS, Owner has submitted to the City an application for a community reinvestment area agreement (the “Application”) with respect to the Project Site, a copy of which is attached hereto as Exhibit B; and

WHEREAS, Owner proposes to construct a mixed use development currently intended to consist of 124 multi-family apartment units, 4,500 square feet of retail space, and a 132-space parking garage on the Project Site (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, The Owner (i) has submitted to the City the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) made payable to the State of Ohio
which shall be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C) in connection with this Agreement; (ii) has submitted to the City a proposed commercial improvement application (the “Commercial Application”), attached to this Agreement as Exhibit B; (iii) has remitted to the Ohio Department of Development a copy of the Commercial Application; and (iv) agrees in this Agreement to forward a copy of the final Agreement to the Ohio Department of Development within fifteen (15) days of execution; and,

WHEREAS, the Housing Officer, or designee has reviewed the Application and has recommended the same to the Commission on the basis that the Project meets the requirements for exemptions under Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, the Project Site is located in the Dayton City School District (the “District”), and the Board of Education of the District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671, the Board of Education of the District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.671 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the City, having the appropriate authority under Revised Code Chapter 3735, is desirous of providing Owner and future Owners with incentives available for the development of the Project Site in the Downtown Dayton CRA; and

WHEREAS, pursuant to Ordinance No._________ (the “CRA Ordinance”), passed on __________, the Commission has authorized the execution of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671(A) and in conformance with the format required under Revised Code Section 3735.671(B), the City and Owner desire to enter into this Agreement with respect to the matters described in this Agreement prior to the commencement of construction or remodeling of property described in Revised Code Section 3735.671(A) and to include all the information and statements prescribed in that section; and

WHEREAS, the parties recognize that the exact legal and financing structure used by Owner in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and the benefit to be derived by the City and Owner from the execution of this Agreement the City and Owner agree as follows:

Page 2 of 8
1. Project. The Project is intended to result in construction of a mixed use development currently intended to consist of 124 multi-family apartment units, 4,500 square feet of retail space, and a 132-space parking garage as described in the Application attached hereto as Exhibit B. The estimated total cost of the improvements to the Project Site is expected to be approximately Twenty Six Million Seven Hundred Thousand Dollars ($26,700,000.00) (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). There are not currently any buildings or structures on the Project Site. The City and Owner acknowledge that the investment and cost associated with the Project may increase or decrease. The City and Owner acknowledge that the cost of the Project does not and will not necessarily equal the taxable or assessed value of the Project Site following completion of the Project.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0. The value for Ohio personal property tax purposes of the personal property of the Owner, including but not limited to machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner located at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of the Owner held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of Owner at the Project Site prior to the execution of this Agreement is Zero Dollars ($0).

3. Project Schedule. Construction for the Project will commence promptly on or after the date this agreement is executed and is estimated to be completed not later than October 2023.

4. Employee Positions. Owner estimates that there will be created at the Project Site approximately six (6) full-time permanent employee positions with an aggregate annual payroll of approximately two hundred and forty thousand dollars ($240,000.00) upon full build-out of the Project, and six (6) part-time or temporary positions with an aggregate annual payroll of approximately one hundred and twenty thousand dollars ($120,000.00) upon full build-out of the Project. Hiring of employees is estimated to commence approximately two and one half (2.5) years after the date of this agreement.

At the time this agreement is executed, the Owner has no employees at the Project Site; therefore, no employee positions will be retained by the Owner in connection with the Project. The Owner has no full-time permanent employee positions in Ohio and no part-time or temporary positions in Ohio. The estimates provided in this Section are good faith estimates provided pursuant to Revised Code Section 3735.671(B) based on forward-looking assessments of market conditions for commercial development in the State and on assumed increases in assessed value that may occur as a result of the development in and around the Project Site. The estimates provided herein shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, and the parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.
5. **Provision of Information.** Each Owner shall provide to the City’s Tax Incentive Review Council (the “TIRC”) any information reasonably required by the TIRC to evaluate such Owner’s compliance with this Agreement, including returns or annual reports of such Owner filed pursuant to Revised Code Section 5711.02 (if any) if requested by the TIRC.

6. **Real Property Tax Exemption.** Pursuant to Revised Code Section 3735.67 and Ordinance No. 31272-13, the City hereby grants Owner a tax exemption for the Project Site for a period of fifteen (15) years, in an amount equal to one hundred percent (100%) of the increase in assessed value of the Project Site as a result of the completion of the Project at the Project Site. The exemption from real property taxation referenced in this Section is a community reinvestment area exemption (the “CRA Exemption”). The CRA Exemption for any portion of the Project shall commence the first year for which such portion of the Project would first be taxable were such portion of the Project not exempted from taxation. No exemption shall commence after January 1, 2024, nor extend beyond December 31, 2039.

7. **Payment of Non-Exempt Taxes.** Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Project Site, or any real property thereof, and shall file all tax reports and returns as required by law in connection therewith. If Owner fails to timely pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to Project Site are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any portion of the Project Site.

8. **Cooperation of the City.** The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The Housing Officer shall, upon completion of the construction of a commercial improvement meeting the CRA Exemption and to which this Agreement applies, forward to the Montgomery County Auditor (i) a copy of the Owner’s initial applications; and (ii) certification of the eligibility of such commercial construction to be placed on the tax list and duplicate by the Montgomery County Auditor as exempt property, as required by Ohio Revised Code Section 3735.67(C).

9. **Revocation of CRA.** If, for any reason, the City revokes the designation of the Downtown Dayton CRA, or the Director of the Ohio Department of Development revokes certification of the Downtown Dayton CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless Owner materially fails to fulfill its obligations under this Agreement, and consequently, the City
10. **Certification as to No Delinquent Taxes.** Owner hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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.

11. **Termination, Suspension or Modification Upon Default.** If Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to the Project Site, and may require the repayment of the amount of taxes that would have been payable had that Owner’s real property not been exempted from taxation under this Agreement. The City may, in making any of the determinations contemplated by this Section, secure repayment of such taxes that are required to be repaid by a lien on the Project Site in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

12. **Approval by the City.** The City and Owner acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon the later to occur of such approval or the City’s execution and delivery of this Agreement.

13. **Non-Discriminatory Hiring.** By executing this Agreement, Owner is committing to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law.

14. **Revocation of Exemptions.** Exemptions from taxation granted under this Agreement shall be revoked by the City with respect to the Project Site if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under Revised Code Sections 3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by those sections.

15. **No Transfer and/or Assignment.** This Agreement is not transferable or assignable by Owner without the express written approval of the City in its sole discretion.
16. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

17. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:
City of Dayton
Division of Development
101 W. 3rd Street, Rm 400
Dayton, Ohio 45402

If to the Owner, to:
Jeff Roberts
KC Dayton Partners, LLC
6640 Riverside Drive, Suite 500
Dublin, Ohio 43017

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

18. Revised Code Section 9.66 Covenants. Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of Owner, or any subsequent Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under this Agreement pursuant to Revised Code Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Revised Code Section 9.66(C)(1). Any
person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months.

19. Fees. The Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of this Agreement, the Owners (collectively) shall pay to the City an annual fee as provided under Revised Code Section 3735.671(D), which annual fee shall be equal to the greater of (i) 1.00% of the value of the CRA Exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA Exemption exceeds Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Revised Code Section 3735.671(D), including compliance with Revised Code Sections 3735.672 and 5709.85. The City reserves its right to waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section 3735.672 or 5709.85 of the Revised Code.

20. Legal Fees. The Owner agrees to reimburse the City for such fees as have been incurred from special legal counsel on behalf of the City in connection with development and preparation of all documentation associated with this CRA Agreement. Such reimbursement shall be made within fifteen (15) days after request by the City.

21. Ohio Department of Development. The City agrees to forward a copy of this Agreement to the Ohio Department of Development, together with the Seven Hundred Fifty Dollars and Zero Cents ($750.00) application fee submitted by Owner with its Application as required by Ohio Revised Code 3735.672(C), within fifteen (15) days after its full execution.

22. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

23. Valuation Challenges. Owner, on behalf of itself and all future Owners, agrees that it shall not initiate proceedings pursuant to Revised Code Section 5715.19 for any portion of the Project Site for any tax year in which that portion of the Project Site is subject to exemption under this Agreement unless it provides the City and the School District with notice at least twenty (20) days prior to the initiation of such proceedings to allow the City and the School District to participate in the proceedings.

24. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between Owner and the City pertaining to the subject matter contained herein and
therein, supersede all other prior or contemporaneous agreements or understandings between Owner, and the City in connection with such subject matter, and are binding upon the City and Owner for a period of time that does not end prior to the end of the period of the exemption.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the City of Dayton, Ohio, pursuant to Ordinance Number ______________, adopted on ______________, has caused this instrument to be executed by Shelley Dickstein, its City Manager, as of the date and year first above written above, and the Owner, has caused this instrument to be executed by the authorized representative named below as of the date and year first above written above.

CITY OF DAYTON, OHIO

By: ________________________________

Name: Shelley Dickstein
Title: City Manager
City of Dayton, Ohio

Approved as to Form:

[Signature]
City Attorney

STATE OF OHIO,
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ________, 2021, by ________________________, the ________________________ of the City of Dayton, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

[Signature]
Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.
KC DAYTON PARTNERS, LLC, OWNER

By: ____________________________

Name: Brent D. Crawford

Title: Manager

STATE OF OHIO,
COUNTY OF Franklin, SS:

The foregoing instrument was signed and acknowledged before me this 24th day of November, 2021, by Brent D. Crawford, Manager of KC Dayton Partners, LLC, an Ohio limited liability company, on behalf of said company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

[Signature]
Notary Public

[Seal]
FINANCE DIRECTOR’S CERTIFICATE

The undersigned, Finance Director of the City of Dayton, Ohio (the “City”) under the foregoing Agreement, hereby certifies that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Revised Code Sections 5705.41 and 5705.44.

Dated: __________, 2021

_______________________________________
Finance Director
City of Dayton, Ohio
APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Dayton City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and has waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.67 and 5709.83.

BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT

By: __________________________

Print Name: ________________________________

Title: ______________________________

Date: ______________________________
EXHIBIT A

DEPICTION AND/OR DESCRIPTION OF PROJECT SITE

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 140 East Monument Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00311 0031.
EXHIBIT B

APPLICATION FOR COMMUNITY REVESTMENT AREA AGREEMENT
1. 140 E Monument Ave. - The Monument
AN ORDINANCE

Authorizing the City Manager to Enter into Four Community Reinvestment Area Tax Abatement Agreements for Real Property Located Within the Webster Station Community Reinvestment Area; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio (the “City”) has encouraged the development of real property and the acquisition of personal property in areas designated as community reinvestment areas (“CRAs,” or singularly, a “CRA”); and

WHEREAS, On November 20, 2013, this Commission adopted, and the Mayor of the City signed, Ordinance No. 31272-13 (the “CRA Ordinance”), which designated certain real property within the City as the “Webster Station CRA” and declared the remodeling of existing structures and the construction of new structures within the Webster Station CRA to be a public purpose for which real property tax exemptions may be granted; and

WHEREAS, The Ohio Department of Development determined that the Webster Station CRA contained the characteristics set forth in Ohio Revised Code (“R.C.”) Section 3735.66 required for a CRA and confirmed the Webster Station CRA on December 26, 2013 as CRA No. 113-21000-16; and

WHEREAS, Four owners of real property (each owner is referred to herein as an “Owner” and each parcel of real property is referred to herein as a “Property”) within the Webster Station CRA have submitted applications to the City’s Housing Officer (in this case the Director of Planning and Community Development as designated in the CRA Ordinance) for a CRA agreement and tax abatement to support projects on each of their properties as follows:

(1) Dayton CHY Hotel II, LLC owns certain vacant real property located at 418 East First Street, Dayton, Ohio 45402, Montgomery County Parcel ID Number R72 00706 0039, and has proposed to invest approximately $22,827,105 to construct a 134-key hotel on said Property which should result in the creation of eighty seven full-time permanent employee positions with an aggregate annual payroll of approximately $2.5 million, as described more fully in the application that is attached hereto as Exhibit A and incorporated into this Ordinance;

(2) Water Street Acquisition II, LLC owns certain real property located at 424 East First Street, Dayton, Ohio 45402, Montgomery County Parcel ID Number R72 00706 0037 and has proposed to invest approximately $4.75 million to construct a 20,787 square foot office building which should result in the creation of six new full time permanent jobs with an aggregate annual payroll of approximately $390,000, as described more fully in the application that is attached hereto as Exhibit B and incorporated into this Ordinance;
(3) Dayton CHY Acquisition II, LLC owns approximately 2.4 acres of real property located at 340 East First Street, Dayton, Ohio 45402, Montgomery County Parcel ID Number R72 00705 0006 and has proposed to invest approximately $82.85 million to renovate the existing building into a mixed use development currently intended to include 90,000 square feet of office space, 15,000 square feet of retail space, a 400-space parking garage, and 140 multi-family apartments units which should result in the creation of an estimated 110 full time and 20 part time jobs with an aggregate annual payroll estimated to be $6.6 million and $400,000 respectively, as described more fully in the application that is attached hereto as Exhibit C and incorporated into this Ordinance;

(4) Dayton CHY Acquisition III, LLC owns a parking lot located at East First Street, Dayton, Ohio 45402, Montgomery County Parcel ID Number R72 00706 0038, and has proposed to invest an uncertain amount of money for construction of a development that, depending on market conditions, could include multi-family apartments with a parking garage, commercial developments, or an alternative development, as set forth more fully in the application that is attached hereto as Exhibit D and incorporated into this Ordinance.

WHEREAS, Each Owner has requested a 15-year, 100% CRA tax abatement on the increase in assessed value of the Property resulting from commercial development on said Property as set forth in the applications attached hereto as Exhibits A, B, C, and D; and

WHEREAS, The Housing Officer has reviewed the applications and has recommended that the Commission approve the CRA tax abatements requested by each Owner on the basis that each Owner is qualified as financially responsible and experienced in business to create and preserve employment opportunities in the Webster Station CRA and improve the economic climate of the City; and

WHEREAS, The City has considered each Owner’s application and the Housing Officer’s recommendation and determined that each Owner is qualified to receive a CRA tax abatement for commercial development on its Property; and

WHEREAS, Each Owner has submitted to the City the required State application fee of $750 made payable to the City to be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C); and

WHEREAS, Each Property is located within the Dayton City School District (the “School District”), and the School District has entered into an Intergovernmental Real Property Tax Abatement Agreement with the City dated August 8, 2018 whereby the District has, so long as any proposed CRA Agreement complies with the requirements of that Intergovernmental Real Property Tax Abatement Agreement, conditionally agreed to (i) approve certain CRA real property exemptions of up to one hundred percent (100%) for the value of commercial building improvements constructed for terms up to and including fifteen (15) years; and (ii) waived statutory notice of such exemptions; and

WHEREAS, The City has performed the due diligence required of it by the Memorandum of Understanding dated August 21, 2018 between the City and the School
District, has presented its findings to the Superintendent, Treasurer, and school board subcommittee of the School District, and the School District has had an opportunity to negotiate a compensation agreement with the Owners identified herein; and

WHEREAS, Pursuant to R.C. Sections 3735.67(A) and 3735.671 and the CRA Ordinance, the City and each Owner identified herein desire to enter into agreements (the “CRA Agreements”) setting forth the CRA tax abatement and the terms and conditions of the CRA abatement with respect to each Owner and each Property, the form of which CRA Agreements are attached to and incorporated into this Ordinance as Exhibits E, F, G, and H; and

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

Section 1. That this Commission hereby determines that Dayton CHY Hotel II, LLC, Water Street Acquisition II, LLC, Dayton CHY Acquisition II, LLC, and Dayton CHY Acquisition III, LLC are each qualified to receive commercial CRA tax abatements with respect to the real property owned by each Owner and identified more particularly herein, all pursuant to R.C. Sections 3735.65 through 3735.70 and the CRA Ordinance.

Section 2. This Commission hereby approves the CRA Agreements attached to this Ordinance as Exhibits E, F, G, and H, which CRA Agreements shall be in the form required by R.C. Section 3735.671 and shall provide a tax exemption for the real property identified in each CRA Agreement due to the completion of the project identified in each CRA Agreement for a period of fifteen (15) years in an amount equal to one hundred percent (100%) of the increase in assessed value of the real property as a result of the completion of the project.

Section 3. That the City is hereby authorized, and the City Manager is hereby authorized to act on behalf of the City, to execute, deliver, and perform the CRA Agreements, substantially in the form attached to this Ordinance as Exhibits E, F, G, and H, with such changes as are consistent with this Ordinance and not materially adverse to the City, both of which shall be conclusively evidenced by the signature of the City Manager on the CRA Agreements.

Section 4. That the Clerk of this Commission shall forward a certified copy of this Ordinance, along with all exhibits to this Ordinance, to the Director of the Ohio Department of Development within 15 days after the CRA Agreements are entered into, all pursuant to R.C. 3735.671.

Section 5. That pursuant to the CRA Agreements, the Owners shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of the CRA Agreements. On each anniversary of the date of the execution of the CRA Agreements, each Owner shall pay to the City an annual fee as provided under Ohio Revised Code Section 3735.671(D), which annual fee shall equal to the greater of (i) 1.00% of the value of the CRA tax exemption to the Owner in the previous year, or (ii) $500; provided, that
November 30, 2021

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

FROM: Todd Kinskey, Director  
Department of Planning, Neighborhoods and Development

SUBJECT: Ordinance Authorizing Four (4) Webster Station CRA Agreements for the Delco Project

Crawford Hoying and partners have negotiated an agreement with Dayton Public Schools (DPS) for Community Reinvestment Area (CRA) and Tax Increment Financing (TIF) incentives in support of a $162 million investment close to Riverscape and the baseball stadium.

The attached ordinance authorizes the City Manager to enter into CRA agreement for four (4) properties located in the Webster Station CRA District at 340 E. First St., 418 E. First St., 424 E. First St. and a future development site also on East First. Attached is a map of the project sites.

We request emergency passage of the ordinance with two readings during the December 8, 2021 City Commission meeting.

If you have any questions, please contact me at extension 4209 or Chris Lipson at extension 3820.

TK/cjl

Attachments
if the value of the CRA tax exemption exceeds $250,000 in a year, the annual fee shall not exceed $2,500 in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Ohio Revised Code Section 3735.671(D), including compliance with Ohio Revised Code Sections 3735.672 and 5709.85.

Section 6. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of the Ohio Department of Development of the findings in this Ordinance.

PASSED BY THE COMMISSION....................., 2021

SIGNED BY THE MAYOR.............................., 2021

_______________________________
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_______________________________
Clerk of the Commission

APPROVED AS TO FORM:

_______________________________
City Attorney
3. 340 E First Street - The Delco

4. 418 E First Street - The AC Hotel

5. 424 E First Street – The Madison

6. E First Street - Future Development Site
EXHIBIT A

APPLICATION OF DAYTON CHY HOTEL, II, LLC
COMMERCIAL APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton, Ohio located in the County of Montgomery and Dayton CHY Hotel II, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

   Dayton CHY Hotel II, LLC  Jason Woodard
   Enterprise Name  Contact Person

   6640 Riverside Drive, Suite 500  937-232-7330
   Address  Telephone Number

   b. Project site:

   East 1st Street, Dayton, OH  Jason Woodard
   Contact Person

   205 E 1st St, Dayton OH 45402  937-232-7330
   Address  Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

   Hotel

   b. List primary 6 digit North American Industry Classification System (NAICS) #721110

   Business may list other relevant SIC numbers. N/A

   c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred): N/A

   d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

   Limited liability company

3. Name of principal owner(s) or officers of the business.
4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?  Yes___  No_X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

0

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

0

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  Yes___  No_X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  Yes___  No_X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes___  No_X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: 134 key hotel

7. Project will begin September 2021 and be completed March 2023 provided a tax exemption
is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

Dayton CHY Hotel II, LLC – 87 full time employees

b. State the time frame of this projected hiring: ___ yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Dayton CHY Hotel II, LLC – 87 full-time employees 6-18 months from start date

9. a. Estimate the amount of annual payroll such new employees will add $2,500,000 in total payroll ____ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $ __________ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

| A. Acquisition of Buildings: | $0 |
| B. Additions/New Construction: | $19,095,147 |
| C. Improvements to existing buildings: | $0 |
| D. Machinery & Equipment: | $0 |
| E. Furniture & Fixtures: | $3,274,545 |
| F. Inventory: | $457,413 |
| **Total New Project Investment:** | **$22,827,105** |

11. a. Business requests the following tax exemption incentives: 100% for 15 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

The abatement fills an underwriting gap in support of the revitalization of downtown Dayton and strengthens the project’s likelihood of success. With this abatement, the property owner plans to invest more heavily in downtown Dayton than it otherwise could. On the now vacant land, there will be more than $22 million in new investment. This hotel will create 87 new jobs and over $2.5 million in new payroll. We will hire locally and help stimulate the local business district. This hotel will allow for more visitors and consultant capacity for the existing nearby businesses.
Submission of this application expressly authorizes the City of Dayton, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Dayton CHY Hotel II, LLC
Name of Property Owner

September 24, 2021
Date

Brent Crawford, Manager
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as an exhibit.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.
PROPERTY

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as East First Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00706 0039.
EXHIBIT B

APPLICATION OF WATER STREET ACQUISITION II, LLC
COMMERCIAL APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton, Ohio located in the County of Montgomery and Water Street Acquisition II, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

   Water Street Acquisition II, LLC   Jason Woodard
   Enterprise Name                   Contact Person

   6640 Riverside Drive, Suite 500   937-232-7330
   Address                           Telephone Number

   b. Project site:

   418 East 1st Street, Dayton, OH   Jason Woodard
   Contact Person

   205 E 1st St, Dayton OH 45402     937-232-7330
   Address                           Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

   New Office Space – Brackett Builders, Inc. will relocate its offices to this location.

   b. List primary 6-digit North American Industry Classification System (NAICS) #236220

   Business may list other relevant SIC numbers. _N/A_____________________

   c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred: _N/A_____________________

   d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

   Limited liability company______________________________

3. Name of principal owner(s) or officers of the business.

   Water Street Acquisition II, LLC______________________________
4. a. State the enterprise's current employment level at the proposed project site:

No employees currently at the Site.

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes___ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

N/A

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Construction of a 20,787 SF office building.

7. Project will begin Q3 2021 and be completed Q1 2023 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of
the employer, full and part-time and permanent and temporary):

Brackett Builders, Inc. – 6 full-time, permanent employees

b. State the time frame of this projected hiring: 3 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Brackett Builders, Inc. – 6 full-time employees 3 years from completion date.

9. a. Estimate the amount of annual payroll such new employees will add $390,000 in total payroll (new annual payroll must be itemized by full and part-time and permanent and temporary new employees). All new employees will be full-time, permanent jobs.

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Acquisition of Buildings</td>
<td>$0</td>
</tr>
<tr>
<td>B. Additions/New Construction</td>
<td>$4,753,432</td>
</tr>
<tr>
<td>C. Improvements to existing buildings</td>
<td>$0</td>
</tr>
<tr>
<td>D. Machinery &amp; Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>E. Furniture &amp; Fixtures</td>
<td>$0</td>
</tr>
<tr>
<td>F. Inventory</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total New Project Investment</strong></td>
<td><strong>$4,753,432</strong></td>
</tr>
</tbody>
</table>

11. a. Business requests the following tax exemption incentives: 100% for 15 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

   The abatement fills an underwriting gap in support of the revitalization of downtown Dayton and strengthens the project’s likelihood of success. With this abatement, the property owner plans to invest more heavily in downtown Dayton than it otherwise could. On the now vacant land, there will be more than $4 million in new construction. This new office space will create 6 new jobs and approximately $400,000 in new payroll.

Submission of this application expressly authorizes the City of Dayton, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application.
including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Water Street Acquisition II, LLC  
Name of Property Owner  

September 24, 2021  
Date  

________________________________  
Signature  

Brent Crawford, Manager  
Typed Name and Title  

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as an exhibit.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.
PROPERTY

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 418 East 1st Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00706 0037.
EXHIBIT C

APPLICATION OF DAYTON CHY ACQUISITION II, LLC
COMMERCIAL APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton, Ohio located in the County of Montgomery and Dayton CHY Acquisition II, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

   Dayton CHY Acquisition II, LLC  Jason Woodard
   Enterprise Name                Contact Person

   6640 Riverside Drive, Suite 500  937-232-7330
   Address                        Telephone Number

   340 E First Street, Dayton, OH  Jason Woodard
   Contact Person

   340 E First St., Dayton, OH 45402  937-232-7330
   Address                        Telephone Number

b. Project site:

   340 E First Street, Dayton, OH  Jason Woodard
   Contact Person

   340 E First St., Dayton, OH 45402  937-232-7330
   Address                        Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

   140 multi-family apartment units, 90,000 square feet of office space, 15,000 square feet of retail space and a 400-space parking garage.

b. List primary 6 digit North American Industry Classification System (NAICS) #236116 & 531120

   Business may list other relevant SIC numbers. _N/A_ ________________________________

   b. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred: _N/A_

   ____________________________________________________________________________

   ____________________________________________________________________________

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

   Limited liability company ________________________________
3. Name of principal owner(s) or officers of the business.

Dayton CHY Acquisition II, LLC

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?  Yes ____ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

0

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

0

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  Yes ____ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  Yes ____ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes ____ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Current building will be renovated into 140 multi-family apartment
units, 90,000 square feet of office space, 15,000 square feet of retail space and a 400-space parking garage.

7. Project will begin March 2022 and be completed March 2024 provided a tax exemption is provided.

8. 
   a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

   The office space and retail space are speculative; there are currently no job creation estimates. However, new jobs are expected to be created within the office and retail spaces.

   b. State the time frame of this projected hiring: __N/A__ yrs.

   c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

      __N/A__

9. 
   a. Estimate the amount of annual payroll such new employees will add $ __N/A__ in total payroll ____ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

   b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $ __N/A__

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

    A. Acquisition of Buildings: $ 7,325,000
    B. Additions/New Construction: $ 0
    C. Improvements to existing buildings: $ 75,327,396
    D. Machinery & Equipment: $ 0
    E. Furniture & Fixtures: $ 200,000
    F. Inventory: $ 0

    **Total New Project Investment:** $ 82,852,396

11. 
    a. Business requests the following tax exemption incentives: __100%__ for __15__ years covering real property as described above. Be specific as to the rate, and term.

    b. Business's reasons for requesting tax incentives (be quantitatively specific as possible) 
    **The abatement fills an underwriting gap in support of the revitalization of downtown Dayton and strengthens the project's likelihood of success. With this abatement, the property owner plans to invest more heavily in downtown Dayton than it otherwise could. There will be more than $82 million of investment in a currently dilapidated and underutilized building. This development will provide 140 additional residential units.**
90,000 square feet of office space and additional retail space to downtown Dayton.

Submission of this application expressly authorizes the City of Dayton, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Dayton CHY Acquisition II, LLC
Name of Property Owner

September 24, 2021
Date

Brent Crawford, Manager
Typed Name and Title

Signature

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as an exhibit.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.
PROPERTY

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 340 E First Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00705 0006.
COMMERCI AL APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton, Ohio located in the County of Montgomery and Dayton CHY Acquisition III, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<table>
<thead>
<tr>
<th>Dayton CHY Acquisition III, LLC</th>
<th>Jason Woodard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Name</td>
<td>Contact Person</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6640 Riverside Drive, Suite 500</th>
<th>937-232-7330</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Telephone Number</td>
</tr>
</tbody>
</table>

b. Project site:

<table>
<thead>
<tr>
<th>1st Street, Dayton, OH</th>
<th>Jason Woodard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1st Street, Dayton, OH 45402</th>
<th>937-232-7330</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Telephone Number</td>
</tr>
</tbody>
</table>

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Parcel is currently a parking lot. Future plans for development include multi-family apartments and a parking garage, but plans may change (possibly commercial development) due to market conditions.

b. List primary 6 digit North American Industry Classification System (NAICS) #812930

Business may list other relevant SIC numbers. N/A

c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred: N/A


d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
Limited liability company

3. Name of principal owner(s) or officers of the business.

Dayton CHY Acquisition III, LLC

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

0

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

0

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Parcel is currently a parking lot. Future development is planned.

7. Project will begin once The Delco, AC Marriott, The Sutton, The Monument and Madison on First are completed, provided a tax exemption is provided. However, no timeline has currently been established for development.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
   
   N/A

   b. State the time frame of this projected hiring: N/A yrs.

   c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

   N/A

9. a. Estimate the amount of annual payroll such new employees will add: N/A in total payroll (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

   b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
    A. Acquisition of Buildings: $0
    B. Additions/New Construction: $0
    C. Improvements to existing buildings: $0
    D. Machinery & Equipment: $0
    E. Furniture & Fixtures: $0
    F. Inventory: $0
    **Total New Project Investment:** $0

11. a. Business requests the following tax exemption incentives: 100% for 15 years covering real property as described above. Be specific as to the rate, and term.

   b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
   
   The abatement fills an underwriting gap in support of the revitalization of downtown Dayton and strengthens the project's likelihood of success. With this abatement, the property owner plans to continue to invest more heavily in downtown Dayton than it otherwise could. Future development plans will be established once the five projects identified in question 7 have been completed.
Submission of this application expressly authorizes the City of Dayton, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Dayton CHY Acquisition III, LLC
Name of Property Owner

September 24, 2021
Date

Brent Crawford, Manager
Typed Name and Title

Signature

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as an exhibit.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.
PROPERTY

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 1st Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00706 0038.
COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (the “Agreement”) is made and entered into effective this __________ day of ________________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “State”) and its Charter, with its main offices located at 101 W. Third St., Dayton, Ohio, 45401, (the “City”), and DAYTON CHY HOTEL II, LLC (“OWNER”), an Ohio limited liability company having its principal office at 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in the Webster Station district of the City; and

WHEREAS, the Commission of the City (the “Commission”), by its Ordinance No. 31272-13, adopted on November 20, 2013, authorized the City to implement a community reinvestment area program pursuant to Ohio Revised Code (“Revised Code”) Sections 3735.65 through 3735.70, and approved certain administrative procedures for the program; and

WHEREAS, effective December 26, 2013, the Director of Development of the State determined that the area designated by Ordinance No. 31272-13 (the “Webster Station CRA”) contained the characteristics set forth in Revised Code Section 3735.66, and confirmed the Webster Station CRA as community reinvestment area No. 113-21000-16 under Revised Code Chapter 3735; and

WHEREAS, Owner is the fee owner of certain real property located within the City as identified more particularly on the attached Exhibit A (the “Project Site”), which Property is entirely within the boundaries of the Webster Station CRA; and

WHEREAS, Owner has submitted to the City an application for a community reinvestment area agreement (the “Application”) with respect to the Project Site, a copy of which is attached hereto as Exhibit B; and

WHEREAS, Owner proposes to establish a 134-key hotel on the Project Site (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, The Owner (i) has submitted to the City the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) made payable to the State of Ohio which shall be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C) in connection with this Agreement; (ii) has submitted to the City a proposed commercial improvement application (the “Commercial Application”), attached to this Agreement as Exhibit B; (iii) has remitted to the Ohio Department of Development a copy of the Commercial Application; and (iv) agrees in this
Agreement to forward a copy of the final Agreement to the Ohio Department of Development within fifteen (15) days of execution; and,

WHEREAS, the Housing Officer, or designee has reviewed the Application and has recommended the same to the Commission on the basis that the Project meets the requirements for exemptions under Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, the Project Site is located in the Dayton City School District (the “District”), and the Board of Education of the District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671, the Board of Education of the District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.671 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the City, having the appropriate authority under Revised Code Chapter 3735, is desirous of providing Owner and future Owners with incentives available for the development of the Project Site in the Webster Station CRA; and

WHEREAS, pursuant to Ordinance No. __________ (the “CRA Ordinance”), passed on ______________, the Commission has authorized the execution of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671(A) and in conformance with the format required under Revised Code Section 3735.671(B), the City and Owner desire to enter into this Agreement with respect to the matters described in this Agreement prior to the commencement of construction or remodeling of property described in Revised Code Section 3735.671(A) and to include all the information and statements prescribed in that section; and

WHEREAS, the parties recognize that the exact legal and financing structure used by Owner in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and the benefit to be derived by the City and Owner from the execution of this Agreement the City and Owner agree as follows:

1. Project. The Project is intended to result in a 134-key hotel as described in the Application attached hereto as Exhibit B. The estimated total cost of the improvements to the Project Site is expected to be approximately Twenty-Two Million Eight Hundred Twenty-Seven Thousand One Hundred Five Dollars and Zero Cents ($22,827,105.00) (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). There are not currently any buildings or structures on the Project Site. The City and Owner acknowledge that the investment and cost associated with the Project may increase or decrease.
The City and Owner acknowledge that the cost of the Project does not and will not necessarily equal the taxable or assessed value of the Project Site following completion of the Project.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0. The value for Ohio personal property tax purposes of the personal property of the Owner, including but not limited to machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner located at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of the Owner held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of Owner at the Project Site prior to the execution of this Agreement is Zero Dollars ($0).

3. Project Schedule. Construction for the Project will commence promptly on or after the date this agreement is executed and is estimated to be completed not later than March 31, 2023.

4. Employee Positions. Owner estimates that there will be created at the Project Site approximately eighty seven (87) full-time permanent employee positions with an aggregate annual payroll of approximately Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) upon full build-out of the Project, and zero (0) part-time or temporary positions with an aggregate annual payroll of approximately Zero Dollars ($0) upon full build-out of the Project. Hiring of employees is estimated to commence approximately two (2) years after the date of this agreement.

At the time this agreement is executed, the Owner has no employees at the Project Site; therefore, no employee positions will be retained by the Owner in connection with the Project. The Owner has no full-time permanent employee positions in Ohio and no part-time or temporary positions in Ohio. The estimates provided in this Section are good faith estimates provided pursuant to Revised Code Section 3735.671(B) based on forward-looking assessments of market conditions for commercial development in the State and on assumed increases in assessed value that may occur as a result of the development in and around the Project Site. The estimates provided herein shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, and the parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.

5. Provision of Information. Each Owner shall provide to the City’s Tax Incentive Review Council (the “TIRC”) any information reasonably required by the TIRC to evaluate such Owner’s compliance with this Agreement, including returns or annual reports of such Owner filed pursuant to Revised Code Section 5711.02 (if any) if requested by the TIRC.

6. Real Property Tax Exemption. Pursuant to Revised Code Section 3735.67 and Ordinance No. 31272-13, the City hereby grants Owner a tax exemption for the Project Site for a
period of fifteen (15) years, in an amount equal to one hundred percent (100%) of the increase in assessed value of the Project Site as a result of the completion of the Project at the Project Site. The exemption from real property taxation referenced in this Section is a community reinvestment area exemption (the “CRA Exemption”). The CRA Exemption for any portion of the Project shall commence the first year for which such portion of the Project would first be taxable were such portion of the Project not exempted from taxation. No exemption shall commence after April 1, 2023 nor extend beyond March 31, 2038.

7. Payment of Non-Exempt Taxes. Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Project Site, or any real property thereof, and shall file all tax reports and returns as required by law in connection therewith. If Owner fails to timely pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to Project Site are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any portion of the Project Site.

8. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The Housing Officer shall, upon completion of the construction of a commercial improvement meeting the CRA Exemption and to which this Agreement applies, forward to the Montgomery County Auditor (i) a copy of the Owner’s initial applications; and (ii) certification of the eligibility of such commercial construction to be placed on the tax list and duplicate by the Montgomery County Auditor as exempt property, as required by Ohio Revised Code Section 3735.67(C).

9. Revocation of CRA. If, for any reason, the City revokes the designation of the Webster Station CRA, or the Director of the Ohio Department of Development revokes certification of the Webster Station CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless Owner materially fails to fulfill its obligations under this Agreement, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to the Project Site.

10. Certification as to No Delinquent Taxes. Owner hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a
petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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.

11. Termination, Suspension or Modification Upon Default. If Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to the Project Site, and may require the repayment of the amount of taxes that would have been payable had that Owner’s real property not been exempted from taxation under this Agreement. The City may, in making any of the determinations contemplated by this Section, secure repayment of such taxes that are required to be repaid by a lien on the Project Site in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

12. Approval by the City. The City and Owner acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon the later to occur of such approval or the City’s execution and delivery of this Agreement.

13. Non-Discriminatory Hiring. By executing this Agreement, Owner is committing to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law.

14. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked by the City with respect to the Project Site if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under Revised Code Sections 3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by those sections.

15. No Transfer and/or Assignment. This Agreement is not transferable or assignable by Owner without the express written approval of the City in its sole discretion.

16. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.
17. **Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:
City of Dayton
Division of Development
101 W. 3rd Street, Rm 400
Dayton, Ohio 45402

If to the Owner, to:
Jeff Roberts
Dayton CHY Hotel II, LLC
6640 Riverside Drive, Suite 500
Dublin, Ohio 43017

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

18. **Revised Code Section 9.66 Covenants.** Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of Owner, or any subsequent Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under this Agreement pursuant to Revised Code Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months.

19. **Fees.** The Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of this Agreement, the Owners (collectively) shall pay to the City an annual fee as provided under Revised Code Section 3735.671(D), which annual fee shall be
equal to the greater of (i) 1.00% of the value of the CRA Exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA Exemption exceeds Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Revised Code Section 3735.671(D), including compliance with Revised Code Sections 3735.672 and 5709.85. The City reserves its right to waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section 3735.672 or 5709.85 of the Revised Code.

20. Legal Fees. The Owner agrees to reimburse the City for such fees as have been incurred from special legal counsel on behalf of the City in connection with development and preparation of all documentation associated with this CRA Agreement. Such reimbursement shall be made within fifteen (15) days after request by the City.

21. Ohio Department of Development. The City agrees to forward a copy of this Agreement to the Ohio Department of Development, together with the Seven Hundred Fifty Dollars and Zero Cents ($750.00) application fee submitted by Owner with its Application as required by Ohio Revised Code 3735.672(C), within fifteen (15) days after its full execution.

22. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

23. Valuation Challenges. Owner, on behalf of itself and all future Owners, agrees that it shall not initiate proceedings pursuant to Revised Code Section 5715.19 for any portion of the Project Site for any tax year in which that portion of the Project Site is subject to exemption under this Agreement unless it provides the City and the School District with notice at least twenty (20) days prior to the initiation of such proceedings to allow the City and the School District to participate in the proceedings.

24. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between Owner and the City pertaining to the subject matter contained herein and therein, supersede all other prior or contemporaneous agreements or understandings between Owner, and the City in connection with such subject matter, and are binding upon the City and Owner for a period of time that does not end prior to the end of the period of the exemption.

[Remainder of Page Intentionally Left Blank]

Page 7 of 7
IN WITNESS WHEREOF, the City of Dayton, Ohio, pursuant to Ordinance Number __________, adopted on __________ has caused this instrument to be executed by Shelley Dickstein, its City Manager, as of the date and year first above written above, and the Owner, has caused this instrument to be executed by the authorized representative named below as of the date and year first above written above.

CITY OF DAYTON, OHIO

By: ________________________________

Name: Shelley Dickstein

Title: City Manager
City of Dayton, Ohio

Approved as to Form:

City Attorney

STATE OF OHIO,
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ______, 2021, by ____________________, the ________________ of the City of Dayton, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.
DAYTON CHY HOTEL II, LLC, OWNER

By: [Signature]

Name: [Brent D. Crawford]

Title: [Manager]

STATE OF OHIO,
COUNTY OF [Franklin], SS:

The foregoing instrument was signed and acknowledged before me this [19th] day of November, 2021, by [Brent D. Crawford], the [Manager] of Dayton CHY Hotel II, LLC, an Ohio limited liability company, on behalf of said company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

[Signature]
Notary Public
FINANCE DIRECTOR'S CERTIFICATE

The undersigned, Finance Director of the City of Dayton, Ohio (the “City”) under the foregoing Agreement, hereby certifies that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Revised Code Sections 5705.41 and 5705.44.

Dated: __________, 2021

________________________________________
Finance Director
City of Dayton, Ohio

[Fiscal Officer Certificate to CRA Agreement]
APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Dayton City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and has waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.67 and 5709.83.

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

By: ________________________________

Print Name: _________________________

Title: _______________________________

Date: _______________________________
EXHIBIT A

DEPICTION AND/OR DESCRIPTION OF PROJECT SITE

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 418 East First Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00706 0039.
EXHIBIT B

APPLICATION FOR COMMUNITY REVINESTMENT AREA AGREEMENT
EXHIBIT F

CRA AGREEMENT WITH WATER STREET ACQUISITION II, LLC
COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (the “Agreement”) is made and entered into effective this ______________ day of __________________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “State”) and its Charter, with its main offices located at 101 W. Third St., Dayton, Ohio, 45401, (the “City”), and WATER STREET ACQUISITION II, LLC (“OWNER”), an Ohio limited liability company having its principal office at 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in the Webster Station district of the City; and

WHEREAS, the Commission of the City (the “Commission”), by its Ordinance No. 31272-13, adopted on November 20, 2013, authorized the City to implement a community reinvestment area program pursuant to Ohio Revised Code (“Revised Code”) Sections 3735.65 through 3735.70, and approved certain administrative procedures for the program; and

WHEREAS, effective December 26, 2013, the Director of Development of the State determined that the area designated by Ordinance No. 31272-13 (the “Webster Station CRA”) contained the characteristics set forth in Revised Code Section 3735.66, and confirmed the Webster Station CRA as community reinvestment area No. 113-21000-16 under Revised Code Chapter 3735; and

WHEREAS, Owner is the fee owner of certain real property located within the City as identified more particularly on the attached Exhibit A (the “Project Site”), which Property is entirely within the boundaries of the Webster Station CRA; and

WHEREAS, Owner has submitted to the City an application for a community reinvestment area agreement (the “Application”) with respect to the Project Site, a copy of which is attached hereto as Exhibit B; and

WHEREAS, Owner proposes to establish a roughly 21,000 square foot office building on the Project Site (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, The Owner (i) has submitted to the City the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) made payable to the State of Ohio which shall be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C) in connection with this Agreement; (ii) has submitted to the City a proposed commercial improvement application (the “Commercial Application”), attached to this Agreement as Exhibit B; (iii) has remitted to the Ohio Department of Development a copy of the Commercial Application; and (iv) agrees in this
Agreement to forward a copy of the final Agreement to the Ohio Department of Development within fifteen (15) days of execution; and,

WHEREAS, the Housing Officer, or designee has reviewed the Application and has recommended the same to the Commission on the basis that the Project meets the requirements for exemptions under Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, the Project Site is located in the Dayton City School District (the “District”), and the Board of Education of the District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671, the Board of Education of the District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.671 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, Owner intends that employees, inventory, and/or equipment will be moved from their present location in Troy, Ohio to the Project Site, and the City has notified Troy of Owner’s intent pursuant to Section 3735.673 and Troy has provided written notification of its intent to waive the 30-day notice period; and

WHEREAS, the City, having the appropriate authority under Revised Code Chapter 3735, is desirous of providing Owner and future Owners with incentives available for the development of the Project Site in the Webster Station CRA; and

WHEREAS, pursuant to Ordinance No. _________ (the “CRA Ordinance”), passed on ______________________, the Commission has authorized the execution of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671(A) and in conformance with the format required under Revised Code Section 3735.671(B), the City and Owner desire to enter into this Agreement with respect to the matters described in this Agreement prior to the commencement of construction or remodeling of property described in Revised Code Section 3735.671(A) and to include all the information and statements prescribed in that section; and

WHEREAS, the parties recognize that the exact legal and financing structure used by Owner in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and the benefit to be derived by the City and Owner from the execution of this Agreement the City and Owner agree as follows:
1. **Project.** The Project is intended to result in a 21,000 square foot office building as described in the Application attached hereto as Exhibit B. The estimated total cost of the improvements to the Project Site is expected to be approximately Four Million Seven Hundred Fifty Thousand Dollars ($4,750,000.00) (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). There are not currently any buildings or structures on the Project Site. The City and Owner acknowledge that the investment and cost associated with the Project may increase or decrease. The City and Owner acknowledge that the cost of the Project does not and will not necessarily equal the taxable or assessed value of the Project Site following completion of the Project.

2. **Values of Personal Property.** The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0. The value for Ohio personal property tax purposes of the personal property of the Owner, including but not limited to machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner located at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of the Owner held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of Owner at the Project Site prior to the execution of this Agreement is Zero Dollars ($0).

3. **Project Schedule.** Construction for the Project will commence promptly on or after the date this agreement is executed and is estimated to be completed not later than July 2023.

4. **Employee Positions.** Owner estimates that there will be created at the Project Site approximately six new full-time permanent employee positions with an aggregate annual payroll of approximately Three Hundred Ninety Thousand Dollars ($390,000.00) upon full build-out of the Project, and zero (0) part-time or temporary positions with an aggregate annual payroll of approximately Zero Dollars ($0) upon full build-out of the Project. Hiring of employees is estimated to commence approximately two (2) years after the date of this agreement.

At the time this agreement is executed, the Owner has no employees at the Project Site; therefore, no employee positions will be retained by the Owner in connection with the Project. The Owner has 0 full-time permanent employee positions in Ohio and no part-time or temporary positions in Ohio. The estimates provided in this Section are good faith estimates provided pursuant to Revised Code Section 3735.671(B) based on forward-looking assessments of market conditions for commercial development in the State and on assumed increases in assessed value that may occur as a result of the development in and around the Project Site. The estimates provided herein shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, and the parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.

5. **Provision of Information.** Each Owner shall provide to the City’s Tax Incentive Review Council (the “TIRC”) any information reasonably required by the TIRC to evaluate such
Owner’s compliance with this Agreement, including returns or annual reports of such Owner filed pursuant to Revised Code Section 5711.02 (if any) if requested by the TIRC.

6. **Real Property Tax Exemption.** Pursuant to Revised Code Section 3735.67 and Ordinance No. 31272-13, the City hereby grants Owner a tax exemption for the Project Site for a period of fifteen (15) years, in an amount equal to one hundred percent (100%) of the increase in assessed value of the Project Site as a result of the completion of the Project at the Project Site. The exemption from real property taxation referenced in this Section is a community reinvestment area exemption (the “CRA Exemption”). The CRA Exemption for any portion of the Project shall commence the first year for which such portion of the Project would first be taxable were such portion of the Project not exempted from taxation. No exemption shall commence after July 1, 2023 nor extend beyond June 30, 2038.

7. **Payment of Non-Exempt Taxes.** Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Project Site, or any real property thereof, and shall file all tax reports and returns as required by law in connection therewith. If Owner fails to timely pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to Project Site are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any portion of the Project Site.

8. **Cooperation of the City.** The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The Housing Officer shall, upon completion of the construction of a commercial improvement meeting the CRA Exemption and to which this Agreement applies, forward to the Montgomery County Auditor (i) a copy of the Owner’s initial applications; and (ii) certification of the eligibility of such commercial construction to be placed on the tax list and duplicate by the Montgomery County Auditor as exempt property, as required by Ohio Revised Code Section 3735.67(C).

9. **Revocation of CRA.** If, for any reason, the City revokes the designation of the Webster Station CRA, or the Director of the Ohio Department of Development revokes certification of the Webster Station CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless Owner materially fails to fulfill its obligations under this Agreement, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to the Project Site.
10. Certification as to No Delinquent Taxes. Owner hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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.

11. Termination, Suspension or Modification Upon Default. If Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to the Project Site, and may require the repayment of the amount of taxes that would have been payable had that Owner’s real property not been exempted from taxation under this Agreement. The City may, in making any of the determinations contemplated by this Section, secure repayment of such taxes that are required to be repaid by a lien on the Project Site in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

12. Approval by the City. The City and Owner acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon the later to occur of such approval or the City’s execution and delivery of this Agreement.

13. Non-Discriminatory Hiring. By executing this Agreement, Owner is committing to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law.

14. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked by the City with respect to the Project Site if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under Revised Code Sections 3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by those sections.

15. No Transfer and/or Assignment. This Agreement is not transferable or assignable by Owner without the express written approval of the City in its sole discretion.

16. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this
Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

17. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:
City of Dayton
Division of Development
101 W. 3rd Street, Rm 400
Dayton, Ohio 45402

If to the Owner, to:
Jeff Roberts
Water Street Acquisition II, LLC
6640 Riverside Drive, Suite 500
Dublin, Ohio 43017

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

18. Revised Code Section 9.66 Covenants. Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of Owner, or any subsequent Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under this Agreement pursuant to Revised Code Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Revised Code Section
2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months.

19. **Fees.** The Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of this Agreement, the Owners (collectively) shall pay to the City an annual fee as provided under Revised Code Section 3735.671(D), which annual fee shall be equal to the greater of (i) 1.00% of the value of the CRA Exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA Exemption exceeds Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Revised Code Section 3735.671(D), including compliance with Revised Code Sections 3735.672 and 5709.85. The City reserves its right to waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section 3735.672 or 5709.85 of the Revised Code.

20. **Legal Fees.** The Owner agrees to reimburse the City for such fees as have been incurred from special legal counsel on behalf of the City in connection with development and preparation of all documentation associated with this CRA Agreement. Such reimbursement shall be made within fifteen (15) days after request by the City.

21. **Ohio Department of Development.** The City agrees to forward a copy of this Agreement to the Ohio Department of Development, together with the Seven Hundred Fifty Dollars and Zero Cents ($750.00) application fee submitted by Owner with its Application as required by Ohio Revised Code 3735.672(C), within fifteen (15) days after its full execution.

22. **Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

23. **Valuation Challenges.** Owner, on behalf of itself and all future Owners, agrees that it shall not initiate proceedings pursuant to Revised Code Section 5715.19 for any portion of the Project Site for any tax year in which that portion of the Project Site is subject to exemption under this Agreement unless it provides the City and the School District with notice at least twenty (20) days prior to the initiation of such proceedings to allow the City and the School District to participate in the proceedings.

24. **Entire Agreement.** This Agreement and the Ordinance constitute the entire agreement between Owner and the City pertaining to the subject matter contained herein and therein, supersede all other prior or contemporaneous agreements or understandings between
Owner, and the City in connection with such subject matter, and are binding upon the City and Owner for a period of time that does not end prior to the end of the period of the exemption.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the City of Dayton, Ohio, pursuant to Ordinance Number ___________ adopted on ____________, has caused this instrument to be executed by Shelley Dickstein, its City Manager, as of the date and year first above written above, and the Owner, has caused this instrument to be executed by the authorized representative named below as of the date and year first above written above.

CITY OF DAYTON, OHIO

By: ________________________________

Name: Shelley Dickstein

Title: City Manager

City of Dayton, Ohio

Approved as to Form:

[Signature]
City Attorney

STATE OF OHIO,
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ______, 2021, by ____________________, the ___________________ of the City of Dayton, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

______________________________
Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.
WATER STREET ACQUISITION II, LLC, OWNER

By: 

Name: Brent D. Crawford

Title: Manager

STATE OF OHIO,
COUNTY OF Franklin, SS:

The foregoing instrument was signed and acknowledged before me this 29th day of November, 2021, by Brent D. Crawford, the Manager of Water Street Acquisition II, LLC, an Ohio limited liability company, on behalf of said company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

[Signature]

Notary Public

[Seal]
FINANCE DIRECTOR’S CERTIFICATE

The undersigned, Finance Director of the City of Dayton, Ohio (the “City”) under the foregoing Agreement, hereby certifies that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Revised Code Sections 5705.41 and 5705.44.

Dated: __________, 2021

______________________________________________
Finance Director
City of Dayton, Ohio
APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Dayton City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and has waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.67 and 5709.83.

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

By:________________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
EXHIBIT A

DEPICTION AND/OR DESCRIPTION OF PROJECT SITE

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 424 East First Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00706 0037.
EXHIBIT B

APPLICATION FOR COMMUNITY REVINESTMENT AREA AGREEMENT
EXHIBIT G

CRA AGREEMENT WITH DAYTON CHY ACQUISITION II, LLC
COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (the “Agreement”) is made and entered into effective this __________ day of __________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “State”) and its Charter, with its main offices located at 101 W. Third St., Dayton, Ohio, 45401, (the “City”), and DAYTON CHY ACQUISITION II, LLC (“OWNER”), an Ohio limited liability company having its principal office at 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in the Webster Station district of the City; and

WHEREAS, the Commission of the City (the “Commission”), by its Ordinance No. 31272-13, adopted on November 20, 2013, authorized the City to implement a community reinvestment area program pursuant to Ohio Revised Code (“Revised Code”) Sections 3735.65 through 3735.70, and approved certain administrative procedures for the program; and

WHEREAS, effective December 26, 2013, the Director of Development of the State determined that the area designated by Ordinance No. 31272-13 (the “Webster Station CRA”) contained the characteristics set forth in Revised Code Section 3735.66, and confirmed the Webster Station CRA as community reinvestment area No. 113-21000-16 under Revised Code Chapter 3735; and

WHEREAS, Owner is the fee owner of certain real property located within the City as identified more particularly on the attached Exhibit A (the “Project Site”), which Property is entirely within the boundaries of the Webster Station CRA; and

WHEREAS, Owner has submitted to the City an application for a community reinvestment area agreement (the “Application”) with respect to the Project Site, a copy of which is attached hereto as Exhibit B; and

WHEREAS, Owner proposes to establish a mixed use development currently intended to include 90,000 square feet of office space, 15,000 square feet of retail space, a 400-space parking garage, and 140 multi-family apartments units on the Project Site (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, The Owner (i) has submitted to the City the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) made payable to the State of Ohio which shall be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C) in connection with this Agreement; (ii) has submitted to the City a proposed commercial improvement application (the “Commercial
Application”), attached to this Agreement as Exhibit B; (iii) has remitted to the Ohio Department of Development a copy of the Commercial Application; and (iv) agrees in this Agreement to forward a copy of the final Agreement to the Ohio Department of Development within fifteen (15) days of execution; and,

WHEREAS, the Housing Officer, or designee has reviewed the Application and has recommended the same to the Commission on the basis that the Project meets the requirements for exemptions under Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, the Project Site is located in the Dayton City School District (the “District”), and the Board of Education of the District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671, the Board of Education of the District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.671 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the City, having the appropriate authority under Revised Code Chapter 3735, is desirous of providing Owner and future Owners with incentives available for the development of the Project Site in the Webster Station CRA; and

WHEREAS, pursuant to Ordinance No. ____________ (the “CRA Ordinance”), passed on ________________, the Commission has authorized the execution of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671(A) and in conformance with the format required under Revised Code Section 3735.671(B), the City and Owner desire to enter into this Agreement with respect to the matters described in this Agreement prior to the commencement of construction or remodeling of property described in Revised Code Section 3735.671(A) and to include all the information and statements prescribed in that section; and

WHEREAS, the parties recognize that the exact legal and financing structure used by Owner in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and the benefit to be derived by the City and Owner from the execution of this Agreement the City and Owner agree as follows:

1. Project. The Project is intended to result in a mixed use development currently intended to include 90,000 square feet of office space, 15,000 square feet of retail space, a 400-space parking garage, and 140 multi-family apartments units as described in the Application attached hereto as Exhibit B. The estimated total cost of the improvements to the Project Site is expected to be approximately Eighty Two Million Eight Hundred Fifty Thousand Dollars
($82,850,000.00) (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). The former Mendelson’s Liquidation Outlet is located on the Project Site and will be renovated as part of the Project. The City and Owner acknowledge that the investment and cost associated with the Project may increase or decrease. The City and Owner acknowledge that the cost of the Project does not and will not necessarily equal the taxable or assessed value of the Project Site following completion of the Project.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0. The value for Ohio personal property tax purposes of the personal property of the Owner, including but not limited to machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner located at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of the Owner held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of Owner at the Project Site prior to the execution of this Agreement is Zero Dollars ($0).

3. Project Schedule. Construction for the Project will commence promptly on or after the date this agreement is executed and is estimated to be completed not later than March 2024.

4. Employee Positions. Owner estimates that there will be created at the Project Site approximately one hundred and ten (110) full-time permanent employee positions with an aggregate annual payroll of approximately six million six hundred thousand dollars ($6,600,000.00) upon full build-out of the Project, and twenty (20) part-time or temporary positions with an aggregate annual payroll of approximately four hundred thousand dollars ($400,000.00) upon full build-out of the Project. Hiring of employees is estimated to commence approximately two and one-half (2.5) years after the date of this agreement.

At the time this agreement is executed, the Owner has no employees at the Project Site; therefore, no employee positions will be retained by the Owner in connection with the Project. The Owner has no full-time permanent employee positions in Ohio and no part-time or temporary positions in Ohio. The estimates provided in this Section are good faith estimates provided pursuant to Revised Code Section 3735.671(B) based on forward-looking assessments of market conditions for commercial development in the State and on assumed increases in assessed value that may occur as a result of the development in and around the Project Site. The estimates provided herein shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, and the parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.

5. Provision of Information. Each Owner shall provide to the City’s Tax Incentive Review Council (the “TIRC”) any information reasonably required by the TIRC to evaluate such Owner’s compliance with this Agreement, including returns or annual reports of such Owner filed pursuant to Revised Code Section 5711.02 (if any) if requested by the TIRC.
6. Real Property Tax Exemption. Pursuant to Revised Code Section 3735.67 and Ordinance No. 31272-13, the City hereby grants Owner a tax exemption for the Project Site for a period of fifteen (15) years, in an amount equal to one hundred percent (100%) of the increase in assessed value of the Project Site as a result of the completion of the Project at the Project Site. The exemption from real property taxation referenced in this Section is a community reinvestment area exemption (the “CRA Exemption”). The CRA Exemption for any portion of the Project shall commence the first year for which such portion of the Project would first be taxable were such portion of the Project not exempted from taxation. No exemption shall commence after April 1, 2024 nor extend beyond March 31, 2039.

7. Payment of Non-Exempt Taxes. Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Project Site, or any real property thereof, and shall file all tax reports and returns as required by law in connection therewith. If Owner fails to timely pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to Project Site are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any portion of the Project Site.

8. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The Housing Officer shall, upon completion of the construction of a commercial improvement meeting the CRA Exemption and to which this Agreement applies, forward to the Montgomery County Auditor (i) a copy of the Owner’s initial applications; and (ii) certification of the eligibility of such commercial construction to be placed on the tax list and duplicate by the Montgomery County Auditor as exempt property, as required by Ohio Revised Code Section 3735.67(C).

9. Revocation of CRA. If, for any reason, the City revokes the designation of the Webster Station CRA, or the Director of the Ohio Department of Development revokes certification of the Webster Station CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless Owner materially fails to fulfill its obligations under this Agreement, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to the Project Site.

10. Certification as to No Delinquent Taxes. Owner hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable.
under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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.

11. Termination, Suspension or Modification Upon Default. If Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to the Project Site, and may require the repayment of the amount of taxes that would have been payable had that Owner’s real property not been exempted from taxation under this Agreement. The City may, in making any of the determinations contemplated by this Section, secure repayment of such taxes that are required to be repaid by a lien on the Project Site in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

12. Approval by the City. The City and Owner acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon the later to occur of such approval or the City’s execution and delivery of this Agreement.

13. Non-Discriminatory Hiring. By executing this Agreement, Owner is committing to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law.

14. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked by the City with respect to the Project Site if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under Revised Code Sections 3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by those sections.

15. No Transfer and/or Assignment. This Agreement is not transferable or assignable by Owner without the express written approval of the City in its sole discretion.

16. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision
shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

17. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:
City of Dayton
Division of Development
101 W. 3rd Street, Rm 400
Dayton, Ohio 45402

If to the Owner, to:
Jeff Roberts
Dayton CHY Acquisition II, LLC
6640 Riverside Drive, Suite 500
Dublin, Ohio 43017

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

18. Revised Code Section 9.66 Covenants. Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of Owner, or any subsequent Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under this Agreement pursuant to Revised Code Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months.
19. Fees. The Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of this Agreement, the Owners (collectively) shall pay to the City an annual fee as provided under Revised Code Section 3735.671(D), which annual fee shall be equal to the greater of (i) 1.00% of the value of the CRA Exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA Exemption exceeds Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Revised Code Section 3735.671(D), including compliance with Revised Code Sections 3735.672 and 5709.85. The City reserves its right to waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section 3735.672 or 5709.85 of the Revised Code.

20. Legal Fees. The Owner agrees to reimburse the City for such fees as have been incurred from special legal counsel on behalf of the City in connection with development and preparation of all documentation associated with this CRA Agreement. Such reimbursement shall be made within fifteen (15) days after request by the City.

21. Ohio Department of Development. The City agrees to forward a copy of this Agreement to the Ohio Department of Development, together with the Seven Hundred Fifty Dollars and Zero Cents ($750.00) application fee submitted by Owner with its Application as required by Ohio Revised Code 3735.672(C), within fifteen (15) days after its full execution.

22. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

23. Valuation Challenges. Owner, on behalf of itself and all future Owners, agrees that it shall not initiate proceedings pursuant to Revised Code Section 5715.19 for any portion of the Project Site for any tax year in which that portion of the Project Site is subject to exemption under this Agreement unless it provides the City and the School District with notice at least twenty (20) days prior to the initiation of such proceedings to allow the City and the School District to participate in the proceedings.

24. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between Owner and the City pertaining to the subject matter contained herein and therein, supersede all other prior or contemporaneous agreements or understandings between Owner, and the City in connection with such subject matter, and are binding upon the City and Owner for a period of time that does not end prior to the end of the period of the exemption.
IN WITNESS WHEREOF, the City of Dayton, Ohio, pursuant to Ordinance Number _____, adopted on _____________ has caused this instrument to be executed by Shelley Dickstein, its City Manager, as of the date and year first above written above, and the Owner, has caused this instrument to be executed by the authorized representative named below as of the date and year first above written above.

CITY OF DAYTON, OHIO

By: ___________________________________

Name: Shelley Dickstein

Title: City Manager
       City of Dayton, Ohio

Approved as to Form:

[Signature]
City Attorney

STATE OF OHIO,
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ________, 2021, by __________________________, the __________________________ of the City of Dayton, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

____________________________________
Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.

[Counterpart Signature Page to CRA Agreement]
DAYTON CHY ACQUISITION II, LLC, OWNER

By: [Signature]

Name: Brent D. Crawford

Title: Manager

STATE OF OHIO,
COUNTY OF Franklin, SS:

The foregoing instrument was signed and acknowledged before me this 29th day of November, 2021, by Brent D. Crawford, the Manager of Dayton CHY Acquisition II, LLC, an Ohio limited liability company, on behalf of said company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

[Signature]
Notary Public

[Notary Seal]
FINANCE DIRECTOR’S CERTIFICATE

The undersigned, Finance Director of the City of Dayton, Ohio (the “City”) under the foregoing Agreement, hereby certifies that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Revised Code Sections 5705.41 and 5705.44.

Dated: __________, 2021

________________________________________
Finance Director
City of Dayton, Ohio
APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Dayton City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and has waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.67 and 5709.83.

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

By: ________________________________

Print Name: _________________________

Title: ______________________________

Date: ______________________________
EXHIBIT A

DEPICTION AND/OR DESCRIPTION OF PROJECT SITE

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as 340 E First Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00705 0006.
EXHIBIT B

APPLICATION FOR COMMUNITY REINVESTMENT AREA AGREEMENT
EXHIBIT H

CRA AGREEMENT WITH DAYTON CHY ACQUISITION III, LLC
COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (the “Agreement”) is made and entered into effective this __________ day of __________________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “State”) and its Charter, with its main offices located at 101 W. Third St., Dayton, Ohio, 45401, (the “City”), and DAYTON CHY ACQUISITION III, LLC (“OWNER”), an Ohio limited liability company having its principal office at 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in the Webster Station district of the City; and

WHEREAS, the Commission of the City (the “Commission”), by its Ordinance No. 31272-13, adopted on November 20, 2013, authorized the City to implement a community reinvestment area program pursuant to Ohio Revised Code (“Revised Code”) Sections 3735.65 through 3735.70, and approved certain administrative procedures for the program; and

WHEREAS, effective December 26, 2013, the Director of Development of the State determined that the area designated by Ordinance No. 31272-13 (the “Webster Station CRA”) contained the characteristics set forth in Revised Code Section 3735.66, and confirmed the Webster Station CRA as community reinvestment area No. 113-21000-16 under Revised Code Chapter 3735; and

WHEREAS, Owner is the fee owner of certain real property located within the City as identified more particularly on the attached Exhibit A (the “Project Site”), which Property is entirely within the boundaries of the Webster Station CRA; and

WHEREAS, Owner has submitted to the City an application for a community reinvestment area agreement (the “Application”) with respect to the Project Site, a copy of which is attached hereto as Exhibit B; and

WHEREAS, Owner proposes to construct a mixed use development consisting of multi-family apartments and a parking garage on the Project Site (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, The Owner (i) has submitted to the City the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) made payable to the State of Ohio which shall be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174, which fee is required by Ohio Revised Code Section 3735.672(C) in connection with this Agreement; (ii) has submitted to the City a proposed commercial improvement application (the “Commercial Application”), attached to this Agreement as Exhibit B; (iii) has remitted to the Ohio
Department of Development a copy of the Commercial Application; and (iv) agrees in this Agreement to forward a copy of the final Agreement to the Ohio Department of Development within fifteen (15) days of execution; and,

WHEREAS, the Housing Officer, or designee has reviewed the Application and has recommended the same to the Commission on the basis that the Project meets the requirements for exemptions under Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, the Project Site is located in the Dayton City School District (the "District"), and the Board of Education of the District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671, the Board of Education of the District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.671 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the City, having the appropriate authority under Revised Code Chapter 3735, is desirous of providing Owner and future Owners with incentives available for the development of the Project Site in the Webster Station CRA; and

WHEREAS, pursuant to Ordinance No. ________ (the "CRA Ordinance"), passed on ________________, the Commission has authorized the execution of this Agreement; and

WHEREAS, pursuant to Revised Code Section 3735.671(A) and in conformance with the format required under Revised Code Section 3735.671(B), the City and Owner desire to enter into this Agreement with respect to the matters described in this Agreement prior to the commencement of construction or remodeling of property described in Revised Code Section 3735.671(A) and to include all the information and statements prescribed in that section; and

WHEREAS, the parties recognize that the exact legal and financing structure used by Owner in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement and the benefit to be derived by the City and Owner from the execution of this Agreement the City and Owner agree as follows:

1. Project. The Project is intended to result in construction of a mixed use development currently intended to consist of multi-family apartments and a parking garage as described in the Application attached hereto as Exhibit B. The estimated total cost of the improvements to the Project Site is expected to be approximately Twenty Five Million Dollars ($25,000,000.00) (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). There are not currently any buildings or structures on the Project Site. The City
and Owner acknowledge that the investment and cost associated with the Project may increase or decrease. The City and Owner acknowledge that the cost of the Project does not and will not necessarily equal the taxable or assessed value of the Project Site following completion of the Project.

2. **Values of Personal Property.** The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0. The value for Ohio personal property tax purposes of the personal property of the Owner, including but not limited to machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The value for Ohio personal property tax purposes of the non-inventory personal property of the Owner located at the Project Site prior to the execution of this Agreement is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of the Owner held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is Zero Dollars ($0). The average value for Ohio personal property tax purposes of the inventory of Owner at the Project Site prior to the execution of this Agreement is Zero Dollars ($0).

3. **Project Schedule.** Construction for the Project will commence promptly on or after the date this agreement is executed and is estimated to be completed not later than December 2026.

4. **Employee Positions.** Owner estimates that there will be created at the Project Site approximately Zero (0) full-time permanent employee positions with an aggregate annual payroll of approximately Zero dollars ($0.00) upon full build-out of the Project, and zero (0) part-time or temporary positions with an aggregate annual payroll of approximately Zero Dollars ($0) upon full build-out of the Project.

At the time this agreement is executed, the Owner has no employees at the Project Site; therefore, no employee positions will be retained by the Owner in connection with the Project. The Owner has no full-time permanent employee positions in Ohio and no part-time or temporary positions in Ohio. The estimates provided in this Section are good faith estimates provided pursuant to Revised Code Section 3735.671(B) based on forward-looking assessments of market conditions for commercial development in the State and on assumed increases in assessed value that may occur as a result of the development in and around the Project Site. The estimates provided herein shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, and the parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.

5. **Provision of Information.** Each Owner shall provide to the City’s Tax Incentive Review Council (the “TIRC”) any information reasonably required by the TIRC to evaluate such Owner’s compliance with this Agreement, including returns or annual reports of such Owner filed pursuant to Revised Code Section 5711.02 (if any) if requested by the TIRC.

6. **Real Property Tax Exemption.** Pursuant to Revised Code Section 3735.67 and Ordinance No. 31272-13, the City hereby grants Owner a tax exemption for the Project Site for a
period of fifteen (15) years, in an amount equal to one hundred percent (100%) of the increase in assessed value of the Project Site as a result of the completion of the Project at the Project Site. The exemption from real property taxation referenced in this Section is a community reinvestment area exemption (the “CRA Exemption”). The CRA Exemption for any portion of the Project shall commence the first year for which such portion of the Project would first be taxable were such portion of the Project not exempted from taxation. No exemption shall commence after January 1, 2026 nor extend beyond January 1, 2041.

7. Payment of Non-Exempt Taxes. Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Project Site, or any real property thereof, and shall file all tax reports and returns as required by law in connection therewith. If Owner fails to timely pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to Project Site are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. For purposes of this Section 7, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any portion of the Project Site.

8. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The Housing Officer shall, upon completion of the construction of a commercial improvement meeting the CRA Exemption and to which this Agreement applies, forward to the Montgomery County Auditor (i) a copy of the Owner’s initial applications; and (ii) certification of the eligibility of such commercial construction to be placed on the tax list and duplicate by the Montgomery County Auditor as exempt property, as required by Ohio Revised Code Section 3735.67(C).

9. Revocation of CRA. If, for any reason, the City revokes the designation of the Webster Station CRA, or the Director of the Ohio Department of Development revokes certification of the Webster Station CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless Owner materially fails to fulfill its obligations under this Agreement, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to the Project Site.

10. Certification as to No Delinquent Taxes. Owner hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof; (ii) it has not filed a
petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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.

11. Termination, Suspension or Modification Upon Default. If Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to the Project Site, and may require the repayment of the amount of taxes that would have been payable had that Owner’s real property not been exempted from taxation under this Agreement. The City may, in making any of the determinations contemplated by this Section, secure repayment of such taxes that are required to be repaid by a lien on the Project Site in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

12. Approval by the City. The City and Owner acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon the later to occur of such approval or the City’s execution and delivery of this Agreement.

13. Non-Discriminatory Hiring. By executing this Agreement, Owner is committing to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law.

14. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked by the City with respect to the Project Site if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under Revised Code Sections 3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by those sections.

15. No Transfer and/or Assignment. This Agreement is not transferable or assignable by Owner without the express written approval of the City in its sole discretion.

16. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.
17. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:
City of Dayton
Division of Development
101 W. 3rd Street, Rm 400
Dayton, Ohio 45402

If to the Owner, to:
Jeff Roberts
Dayton CHY Acquisition III, LLC
6640 Riverside Drive, Suite 500
Dublin, Ohio 43017

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

18. Revised Code Section 9.66 Covenants. Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of Owner, or any subsequent Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under this Agreement pursuant to Revised Code Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months.

19. Fees. The Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of this Agreement, the Owners (collectively) shall pay to the City an annual fee as provided under Revised Code Section 3735.671(D), which annual fee shall be
equal to the greater of (i) 1.00% of the value of the CRA Exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA Exemption exceeds Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Revised Code Section 3735.671(D), including compliance with Revised Code Sections 3735.672 and 5709.85. The City reserves its right to waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section 3735.672 or 5709.85 of the Revised Code.

20. Legal Fees. The Owner agrees to reimburse the City for such fees as have been incurred from special legal counsel on behalf of the City in connection with development and preparation of all documentation associated with this CRA Agreement. Such reimbursement shall be made within fifteen (15) days after request by the City.

21. Ohio Department of Development. The City agrees to forward a copy of this Agreement to the Ohio Department of Development, together with the Seven Hundred Fifty Dollars and Zero Cents ($750.00) application fee submitted by Owner with its Application as required by Ohio Revised Code 3735.672(C), within fifteen (15) days after its full execution.

22. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

23. Valuation Challenges. Owner, on behalf of itself and all future Owners, agrees that it shall not initiate proceedings pursuant to Revised Code Section 5715.19 for any portion of the Project Site for any tax year in which that portion of the Project Site is subject to exemption under this Agreement unless it provides the City and the School District with notice at least twenty (20) days prior to the initiation of such proceedings to allow the City and the School District to participate in the proceedings.

24. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between Owner and the City pertaining to the subject matter contained herein and therein, supersede all other prior or contemporaneous agreements or understandings between Owner, and the City in connection with such subject matter, and are binding upon the City and Owner for a period of time that does not end prior to the end of the period of the exemption.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the City of Dayton, Ohio, pursuant to Ordinance Number adopted on has caused this instrument to be executed by Shelley Dickstein its City Manager, as of the date and year first above written above, and the Owner, has caused this instrument to be executed by the authorized representative named below as of the date and year first above written above.

CITY OF DAYTON, OHIO

By: 

Name: Shelley Dickstein
Title: City Manager
City of Dayton, Ohio

Approved as to Form:

[Signature]
City Attorney

STATE OF OHIO,
COUNTY OF MONTGOMERY, SS:
The foregoing instrument was signed and acknowledged before me this ___ day of ______, 2021, by _____________________, the _____________________ of the City of Dayton, a municipal corporation of the State of Ohio, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

________________________________________
Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.

[Counterpart Signature Page to CRA Agreement]
DAYTON CHY ACQUISITION III, LLC, OWNER

By: [Signature]

Name: Brent D. Crawford

Title: Manager

STATE OF OHIO,
COUNTY OF Franklin, SS:

The foregoing instrument was signed and acknowledged before me this 29th day of November, 2021, by Brent D. Crawford, the Manager of Dayton CHY Acquisition III, LLC, an Ohio limited liability company, on behalf of said company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

[Signature]
Notary Public

[Counterpart Signature Page to CRA Agreement]
FINANCE DIRECTOR'S CERTIFICATE

The undersigned, Finance Director of the City of Dayton, Ohio (the “City”) under the foregoing Agreement, hereby certifies that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Revised Code Sections 5705.41 and 5705.44.

Dated: ________, 2021

__________________________________________
Finance Director
City of Dayton, Ohio

[Fiscal Officer Certificate to CRA Agreement]
APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Dayton City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and has waived its right to receive the forty-five (45) day and fourteen (14) day notices under Revised Code Sections 3735.67 and 5709.83.

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT

By: _________________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________
EXHIBIT A

DEPICTION AND/OR DESCRIPTION OF PROJECT SITE

Situated in the City of Dayton, County of Montgomery, State of Ohio, the Property is commonly known as E. First Street, Dayton, Ohio 45402, with Montgomery County Parcel ID Number R72 00706 0038.
EXHIBIT B

APPLICATION FOR COMMUNITY REINVESTMENT AREA AGREEMENT
AN ORDINANCE

Providing Temporary Appropriations for the Ordinary Operating and Capital Expenses of the City of Dayton Pending Passage of the Year 2022 Annual Appropriation Ordinance, and Declaring an Emergency.

WHEREAS, Pursuant to the City Charter, an annual appropriations ordinance cannot be passed before the second Monday in January; and

WHEREAS, No obligations for the expenditure of money may be made except pursuant to appropriations approved by the Commission of the City of Dayton; and

WHEREAS, State law permits the passage of a temporary appropriations measure pending passage of an annual appropriations ordinance; and

WHEREAS, To allow for the timely processing of 2022 orders necessary for the usual daily operation of the various Departments of the City of Dayton, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That, effective January 1, 2022, monies in the treasury of the City of Dayton or monies available for use from revenue accruing to the City, are appropriated in the specified amounts to the following funds for the purposes identified:

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<th>GOVERNMENTAL FUND TYPE</th>
<th>2022 Recommendation</th>
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<tbody>
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<td>(1) General Fund - 10</td>
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<td>1,411,400</td>
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<tr>
<td>1300 Civil Service Board</td>
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<tr>
<td>1400 Human Relations Council</td>
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<td>2100 City Manager's Office</td>
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<td>2105 Office of Sustainability</td>
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<td>2300 Dept. of Planning, Neighborhoods &amp; Development</td>
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<tr>
<td>Expenses</td>
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<td>3470 Department of Water</td>
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<tr>
<td>5500</td>
<td>Department of Information Technology</td>
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<td>5600</td>
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<td>Expenses</td>
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<td>6300</td>
<td>Department of Fire</td>
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<td>6500</td>
<td>Department of Recreation</td>
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<td>9980</td>
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<td>Expenses</td>
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**Issue 9 - General Fund - 10001**

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**Total Issue 9 - General Fund**

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**Special Projects Funds - 16000-16999**

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**Total General Fund**

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**2 Special Revenue**

**Roadway Maintenance Fund - 21000-21999**

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**Highway Maintenance Fund - 21100**

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Total Roadway Maintenance Fund

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<tr>
<td>HOME Operating Fund - 27000</td>
<td>140,700</td>
</tr>
<tr>
<td>2300 Dept. of Planning, Neighborhoods &amp; Development</td>
<td>140,700</td>
</tr>
<tr>
<td>Total HOME Operating Fund</td>
<td>140,700</td>
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</tbody>
</table>

Total HUD Programs Operating

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUD Programs Non-Operating</td>
<td>1,396,400</td>
</tr>
<tr>
<td>Fair Housing Grant Fund - 23000-23999</td>
<td>0</td>
</tr>
<tr>
<td>Various Departments</td>
<td>0</td>
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<tr>
<td>Total Fair Housing Grant Fund</td>
<td>0</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
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<tbody>
<tr>
<td>Emergency Solutions Grant - 25002-25003</td>
<td>503,300</td>
</tr>
<tr>
<td>Various Departments</td>
<td>503,300</td>
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<tr>
<td>Total Emergency Solutions Grant</td>
<td>503,300</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuum of Care Grant - 25525-25599</td>
<td>2,206,500</td>
</tr>
<tr>
<td>Various Departments</td>
<td>2,206,500</td>
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<tr>
<td>Total Continuum of Care Grant</td>
<td>2,206,500</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Dev. Block Grant Non-Operating Fund - 26001-26906</td>
<td>4,749,000</td>
</tr>
<tr>
<td>Various Departments</td>
<td>4,749,000</td>
</tr>
<tr>
<td>Total Community Dev. Block Grant Non-Operating Fund</td>
<td>4,749,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME Non-Operating Fund - 27001-27999</td>
<td>1,289,000</td>
</tr>
<tr>
<td>Various Departments</td>
<td>1,289,000</td>
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<tr>
<td>Total Continuum of Care Grant</td>
<td>1,289,000</td>
</tr>
</tbody>
</table>

Total HUD Programs Non-Operating

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Grants - 28000-28999</td>
<td>2,248,400</td>
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<tr>
<td>Various Departments</td>
<td>2,248,400</td>
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<tr>
<td>Total Miscellaneous Grants</td>
<td>2,248,400</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Fiscal Recovery Fund - 29000-29999</td>
<td>68,988,100</td>
</tr>
<tr>
<td>Various Departments</td>
<td>68,988,100</td>
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<tr>
<td>Total Local Fiscal Recovery Fund</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Special Revenue - 22111-22519</td>
<td>5,581,100</td>
</tr>
<tr>
<td>Various Departments</td>
<td>5,581,100</td>
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<tr>
<td>Total Other Special Revenue Fund</td>
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Total Special Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Special Revenue</td>
<td>95,114,800</td>
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</tbody>
</table>
### Debt Service

**General Debt Retirement Fund - 31100-33100**

- **5300** Department of Finance
- **Total General Debt Retirement Fund**
- **Total Debt Service**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>9,369,400</td>
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</tbody>
</table>

### Capital Project Funds

**General Capital Fund - 40000-49999**

- Various Capital Projects
  - Transfers Out
  - **Total Capital Project Funds**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>23,843,100</td>
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</table>

### Permanent Funds

**Permanent Fund - 71000-71999**

- Various Departments
- **Total Permanent Fund**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>50,000</td>
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</tbody>
</table>

### TOTAL GOVERNMENTAL FUND

- **TOTAL GOVERNMENTAL FUND**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>348,987,300</td>
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</tbody>
</table>

### PROPRIETARY FUND TYPE

#### Enterprise Funds

**Aviation Operating Fund - 51000-51005**

- Department of Aviation - 3200 and 9960
  - Expenses
  - Transfers Out
  - **Total**
  - **Total Aviation Operating Fund**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>32,131,700</td>
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</tbody>
</table>

**Aviation Capital Fund - 51006-52999**

- Various Capital Projects
  - Transfers Out
  - **Total Aviation Capital Fund**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>20,862,000</td>
</tr>
</tbody>
</table>

**Water Operating Fund - 53000, 53997 and 53998**

- 2300 Dept. of Planning, Neighborhoods & Development
- 3400 Department of Water
  - Expenses
  - Transfers Out
  - **Total**
  - **Total Water Operating Fund**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>133,700</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>57,597,400</td>
</tr>
<tr>
<td></td>
<td>7,500,000</td>
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<tr>
<td></td>
<td>65,097,400</td>
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</tbody>
</table>

**Water Capital Fund - 53001-53996**

- Various Capital Projects
- **Total Water Capital Fund**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>30,000,000</td>
</tr>
</tbody>
</table>

**Sanitary Sewer Operating Fund - 55000**

- Department of Water - 3400 and 9970
  - Expenses
  - Transfers Out
  - **Total**
  - **Total Sanitary Sewer Operating Fund**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>36,911,800</td>
</tr>
<tr>
<td></td>
<td>6,925,000</td>
</tr>
<tr>
<td></td>
<td>43,836,800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>43,836,800</td>
</tr>
</tbody>
</table>

### Sanitary Sewer Capital Fund - 55001-55999
- Various Capital Projects
  - Total Sanitary Sewer Capital Fund
    - 2022 Recommendation: 6,925,000

### Storm Water Operating Fund - 58000
- Department of Water - 3400 and 9970
  - Expenses
  - Transfers Out
  - Total
    - 2022: 6,772,200

### Storm Water Capital Fund - 58001-58999
- Various Capital Projects
  - Total Storm Water Capital Fund
    - 2022: 1,163,700

### Total Enterprise Funds
- 2022: 221,964,500

### (7) Internal Service Funds

#### Fleet Management Fund - 61000
- Department of Public Works
  - Total Fleet Management Fund
    - 2022: 8,217,700

#### Document Management Services Fund - 62100
- Department of Information Technology
  - Total Stores and Reproduction Fund
    - 2022: 531,300

#### Healthcare Self Insurance - 63000
- Department of Human Resources
  - Total Healthcare Self Insurance Fund
    - 2022: 35,776,200

#### Workers' Compensation Fund - 65000
- Department of Human Resources
  - Total Workers' Compensation Fund
    - 2022: 4,977,600

#### Plumbing Shop - 66000
- Department of Public Works
  - Total Plumbing Shop
    - 2022: 612,400

#### Fire Fleet Management - 67000
- Department of Fire
  - Total Fire Fleet Management Fund
    - 2022: 1,578,800

### Total Internal Service Funds
- 2022: 51,694,000

### TOTAL PROPRIETARY FUND
- 2022: 273,658,500

### TOTAL ALL OPERATING FUNDS
- 2022: 622,645,800
Section 2. That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described below:

<table>
<thead>
<tr>
<th>GOVERNMENTAL FUND TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) General Fund - 10</td>
</tr>
</tbody>
</table>
| From                  | To                     | 2022
| 10000-6200 Police      | 16999-2300 Special Projects | 40,000
| 10000-9980 Non-Departmental | 16999-2700 Special Projects | 400,000
|                      | 16999-5600 Special Projects | 150,000
|                      | 28999-1400 Miscellaneous Grants | 50,000
| **Subtotal Transfers Out 10000** |                      | **600,000**
| 13000-6550 Community Golf | 10000-6550 General Fund | 50,000
|                      | 40000-6550 Capital       | 200,000
| **Subtotal for Community Golf** |                      | **250,000**
| 16999-2600 Special Projects | 40000-2370 Capital       | 41,400
|                      | 31100-5300 G.O. Debt     | 588,400
|                      | 65000-5600 Worker's Compensation | 1,505,000
| **Issue 9 - General** |                      | **2,134,800**
| 10001-9980 Non-Departmental | 16999-2300 Special Project | 4,300,000
|                      | 40000-6400 Capital       | 244,000
|                      | 40000-6400 Capital       | 3,384,500
| **Subtotal Transfers Out 10001** |                      | **7,928,500**
| 75000-5300 Income Tax Fund | 16999-2300 Special Projects | 3,250,000
|                      | 16999-2300 Special Projects | 1,000,000
|                      | 40000-6400 Capital       | 2,800,000
|                      | 159000-6550 Golf         | 0
| **Subtotal Transfers Out 75000** |                      | **7,050,000**
| **Total General Fund Transfers Out** |                      | **18,004,200**

(4) Capital Projects
| 40001-49999 General Capital Fund | 31100-5300 G.O. Debt | 337,000

<table>
<thead>
<tr>
<th>PROPRIETARY FUND TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(6) Enterprise Funds</td>
</tr>
</tbody>
</table>
| 51000 and 51001-9960 Aviation Operating Fund | 51002-52999-3200 Aviation Capital | 3,908,900
| 51002-52999-3200 Aviation Capital | 51000-51000-3200 Aviation Operating | 5,280,600
| 53000-9970 Water Operating Fund | 53001-53996-3400 Water Capital | 7,500,000
| 55000-9970 Sanitary Sewer Operating Fund | 55001-56999-3400 Sanitary Sewer Capital | 6,925,000
| 58000-9970 Storm Water Operating Fund | 58001-58999-3400 Storm Water Capital | 1,163,700
| **Total Enterprise Fund Transfers Out** |                      | **24,778,200**
| **TOTAL ALL FUNDS** |                      | **43,119,400** |
Section 3. That the City Manager is authorized to advance up to Zero Dollars ($0.00) from the General Fund to HUD Operating Programs due to timing of grant agreements.

Section 4. That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 5. That monies herein appropriated shall be charged to and included in the 2022 annual appropriation ordinance.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon passage.

PASSED BY THE COMMISSION........................., 2021

SIGNED BY THE MAYOR............................., 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
December 2, 2021

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director
       Department of Procurement, Management & Budget

SUBJECT: 2022 Temporary Appropriation Ordinance

Attached for your review and submission to the City Commission is the 2022 Temporary Appropriation Ordinance. The State of Ohio statute requires governmental units to appropriate public funds prior to incurring expenses and allows governments until April 1 to meet all statutory requirements such as publishing the appropriation and holding a public hearing prior to its adoption. The City of Dayton’s fiscal year ends December 31. This ordinance is intended to satisfy our statutory obligation. It provides an interim authorization to expend funds for City obligations between January 1, 2022 and the date the annual appropriation ordinance is adopted.

As part of our process improvement efforts, we have changed our methodology for the temporary appropriation. Previously, we used a pro-rated portion of the current year budget for all departments and agencies (40% of the annual budget). To streamline the process, we are using the entire 2022 budget as presented to the City Commission during our budget work session on November 17th as well as the forthcoming work session on December 3rd. Consequently, the 2022 Temporary Appropriation and the Budget Resolution are identical.

We have also included a section in the temporary appropriation that authorizes the advance of funds for HUD Non-Operating Programs due to the timing of grant agreements.

We are requesting that this ordinance be submitted for the City Commission calendar as an emergency ordinance with two readings at one meeting on December 8, 2021. If you have any questions or require additional information concerning the ordinance, please contact me.

DTS/sb

Attachment

cc: Mr. Parlette, Ms. Lofton, Management and Budget Staff
AN ORDINANCE

Repealing Sections 2(a.), 2(b.), 2(d.) of Ordinance No. 30421-05; Repealing Section 2(b.) of Ordinance No. 30185-02; Establishing and Describing the Boundaries of the North Central Community Reinvestment Area in the City of Dayton; and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in the neighborhoods encompassed by the North Central Community Reinvestment Area ("North Central CRA") in the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("ORC") provide that a municipality may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area ("CRA"); and,

WHEREAS, Ordinance 30421-05 establishing seven (7) CRAs was passed by the Dayton City Commission on January 19, 2005; and,

WHEREAS, Ordinance 30185-02 establishing six (6) CRAs was passed by the Dayton City Commission on January 14, 2003; and,

WHEREAS, The geographical boundaries of the proposed CRA are depicted in the map attached hereto as Exhibit A and incorporated herein by this reference; and,

WHEREAS, The remodeling of existing structures and the construction of new structures in a designated CRA would serve to encourage economic stability, maintain real property values, generate new employment opportunities, and constitutes a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, Section 44.20 of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the ORC; and,

WHEREAS, The properties contained within the geographical boundaries of the North Central CRA are in the Five Oaks, Grafton Hill, McPherson, Old Dayton View, Riverdale, Southern Dayton View, and University Row neighborhoods and are located within a Planning District or a Community Development Area; and,
WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

Section 1. That the North Central CRA described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

Section 2. That pursuant to ORC Section 3735.66, this Commission hereby establishes the North Central CRA, which shall be generally described by and be referred to as follows:

The point of beginning, being the north bank of the Wolf Creek where it meets the Great Miami River. Thence westwardly along the north bank of the Wolf Creek to the point where N. Broadway St. crosses it. Thence northwardly along the centerline of N. Broadway St. to Superior Ave. Thence westwardly along Superior Ave. to the western boundary line of County Parcel R72 07403 0018. Thence northwardly along the western boundary lines of the following County Parcels: R72 07403 0018-08, R72 07403 0001, R72 07403 0007, R72 07403 0040, R72 07403 0039, R72 07402 0001, R72 07402 0002, R72 07402 0037, R72 07402 0003, R72 07402 0004, R72 07402 0043, R72 07402 0046, R72 07402 0036, R72 07402 0021, R72 07310 0014, R72 07310 0037, R72 07309 0011, R72 07309 0028, and R72 07306 0014 to the first alley north of Cambridge Ave. Thence westwardly along Cambridge Ave. to the first alley west of Amherst Pl. Thence northwardly along the first alley west of Amherst Pl. to the northwest corner of County Parcel R72 07305 0016, and proceeding eastwardly along the north boundary lines of R72 07305 0016&15. Thence northwardly along Amherst Pl to Princeton Dr. Thence northeastwardly along Princeton Dr. to Salem Ave. Thence northwardly along Salem Ave. to Delaware Ave. Thence eastwardly along Delaware Ave. to N. Main St. Thence northwardly along N. Main St. to Ridge Ave. Thence northeastwardly along Ridge Ave. to the point where it crosses the Stillwater River. Thence southwardly along the Stillwater River to where it meets the Great Miami River, and following the Great Miami River south to where it meets the Wolf Creek, which is the point of beginning.

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated North Central CRA will be eligible for exemptions under this Program.

Section 3. That pursuant to ORC Section 3735.66, the City's Chief Building Official is designated as the "Housing Officer" and shall be responsible for administering and implementing the provisions of this Ordinance and ORC Sections 3735.65 to 3735.70.

Section 4. That all properties identified in Section 2 as being within the designated CRA are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.
Section 5. That the owners of the residential property located in the North Central CRA who are eligible for real property tax exemption ("residential tax exemption") as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed.

Mixed-use projects are defined as those containing both residential and commercial components. Both the residential and the commercial/industrial components of a mixed-use project may be eligible for tax exemption, on a case-by-case basis, provided that the structures and/or remodeling are permitted by the Zoning Code. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required in ORC Section 3735.671.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified as Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer’s Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer’s Office, the Housing Officer may deny the application for tax exemption and/or revoke the tax exemption.

Section 6. Within the North Central CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in ORC Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a CRA Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the periods authorized by this Ordinance.
After receipt of an application, the Housing Officer shall verify the construction of the property structure and/or the remodeling and the facts asserted in the application. If the new construction and/or remodeling satisfy the requirements of this Ordinance, the Housing Officer shall grant a tax exemption as permitted under ORC Section 3735.67 and shall forward the application and certification stating the period and percentage of the tax exemption to the Montgomery County Auditor. The tax exemption shall vary for each type of activity to be performed in the North Central CRA, and the period and percentage of tax exemption shall be as follows:

a. For the remodeling of every residential dwelling unit containing not more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars ($5,000), as described in ORC Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

b. For the remodeling of every residential dwelling containing more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Ten Thousand Dollars ($10,000), as described in ORC Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

c. For the construction of every residential dwelling located in the CRA identified in Section 2, as described in ORC Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the assessed value of the residential structure may be granted.

d. For the remodeling of existing commercial and industrial facilities located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars ($5,000), as described in ORC Section 3735.67, a tax exemption up to, and including, fifteen years (15), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling occurring.

e. For the construction of new commercial or industrial facilities located within the CRA identified in Section 2, a tax exemption up to, and including, fifteen years (15), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the
benefit of the subsequent owner. If at any time a property for which an exemption is
granted under this Ordinance is not used solely for the approved use, the Housing Officer
shall revoke the residential tax exemption and the remaining tax exemption shall be
forfeited.

Section 7. All commercial and industrial projects are required to comply with the
state application fee requirements of ORC Section 3735.672(C) and the local annual
monitoring fee of one percent of the amount of taxes exempted under the agreement - a
minimum of Five Hundred Dollars ($500) up to a maximum of Two Thousand Five
Hundred Dollars ($2,500) annually unless waived.

Section 8. That the Housing Officer shall make annual inspections of the
properties within the North Central CRA which have been granted a tax exemption
hereunder in accordance with ORC Section 3735.67. If the Housing Officer finds that the
property has not been properly maintained or repaired due to the neglect of the property
owner, the Housing Officer may revoke the exemption at any time after the first year of
the tax exemption. In the event the Housing Officer revokes the tax exemption as
permitted hereunder, the Housing Officer shall notify the Montgomery County Auditor
and the owner of the property that the tax exemption no longer applies and shall provide a
report of such revocation to the Tax Incentive Review Council. The report shall specify
the findings as to the maintenance and/or repair of the property and the reason for
revoking the tax exemption.

Section 9. That pursuant to ORC Section 3735.69, the City's existing "Tax
Incentive Review Council" shall function as the "Housing Council" for the CRA identified
in Section 2. The Tax Incentive Review Council may authorize and/or request an annual
inspection of the properties within the CRAs identified in Section 2 for which a tax
exemption has been granted pursuant to this Ordinance. The Tax Incentive Review
Council shall also hear appeals under ORC Section 3735.70.

Section 10. That the City Manager is directed and authorized, within fifteen (15)
days from the adoption of this Ordinance, to petition the Director of Development for the
State of Ohio to confirm the findings contained in this Ordinance.

Section 11. That for the reasons set forth in the preamble, this Ordinance shall take
effect and be in force from and after the earliest period allowed by law and upon
confirmation by the Director of Development for the State of Ohio of the findings in this
Ordinance.

Section 12. That Sections 2(a.), 2(b.), 2(d.) of Ordinance No. 30421-05 are hereby
repealed.
Section 13. That Section 2(b.) of Ordinance No. 30185-02 is hereby repealed.

Passed by the Commission . . . . . . . . . . . . . . . . . . . . . . , 2021

Signed by the Mayor . . . . . . . . . . . . . . . . . . . . . . . . . . . , 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
October 12, 2021

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

FROM: Todd Kinskey, Director  
    Department of Planning, Neighborhoods & Development

SUBJECT: Emergency Ordinance - Request for Review and Approval of the Creation of the North Central CRA and Repeal of the Existing Dayton View, Grafton Hill, McPherson, and Old Dayton View CRAs.

Attached for your review and placement on the November 24, 2021, City Commission Calendar is an Emergency Ordinance for the approval of a new Community Reinvestment Area (CRA) which also repeals four existing CRAs that are within the subject boundary. This CRA includes the totality of Five Oaks, Grafton Hill, McPherson, Old Dayton View, and Riverdale while also including a small portion of University Row.

The CRA would exempt improvements on residential projects at a rate of 100 percent for 15 years. For commercial and industrial projects, the exemption is the same, but with a 25 percent service payment to Dayton Public Schools, as well as tangible, in-kind services or other benefits to Dayton Public Schools.

The attached Ordinance has been approved by the Department of Law.

If you have any questions or require additional information, please contact me at extension 4209.

Thank you.

APPROVED:  

Todd M. Kinskey, Director  
Department of Planning, Neighborhoods & Development

TMK/kmw  
Attachment
AN ORDINANCE

Accepting a Proposed Collective Bargaining Agreement with the Dayton Building and Construction Trades Council, Authorizing the City Manager to Execute Said Agreement, and Declaring an Emergency.

WHEREAS, The City of Dayton and the Dayton Building and Construction Trades Council have negotiated in good faith with the intent of reaching a collective bargaining agreement; and

WHEREAS, A proposed collective bargaining agreement has been reached subject to approval by this Commission and the Dayton Building and Construction Trades Council; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments affected by the modification of the collective bargaining agreement, and for its timely acceptance by this Commission, it is necessary that this Ordinance take effect immediately; now, therefore,

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

Section 1. That this Commission hereby accepts a proposed collective bargaining agreement between the City of Dayton and the Dayton Building and Construction Trades Council, which agreement, in substantially completed form, is on file in the Department of Human Resources and incorporated herein by reference.

Section 2. That the City Manager is hereby authorized to execute the proposed collective bargaining agreement and is further authorized and directed, along with the Director of Finance and other City officials, to do all things necessary to implement the terms of said modification.

Section 3. For the reasons set forth 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 .................., 2021

SIGNED BY THE MAYOR .................., 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
A RESOLUTION

Approving the City Manager’s 2022 Operating and Capital Improvement Budget Recommendations, Authorizing the Necessary Implementation Actions, and Declaring an Emergency.

WHEREAS, The Ohio Revised Code requires municipalities to develop and approve budgets that support various municipal operations within their estimated resources; and

WHEREAS, The electorate of the City of Dayton has approved a measure requiring approval of the annual budget before the beginning of the new fiscal year; and

WHEREAS, The budget constitutes both a financial line item budget as well as performance measures and service priorities; and

WHEREAS, The City Departments must know their final approved budget to operate in an efficient manner; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution become effective at the earliest possible date so that departments will be notified of their final approved budget for the 2022 fiscal year; now, therefore,

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

Section 1. That the City Manager’s budget recommendations as presented at the Commission work sessions on November 17 and December 3, 2021 are hereby approved.

Section 2. That the City Manager is authorized to develop the annual appropriation ordinance for Commission approval before April 1, 2022.

Section 3. That the City Manager is authorized to take necessary actions to ensure the timely implementation of the 2022 budget recommendations.

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

ADOPTED BY THE COMMISSION.............................., 2021

SIGNED BY THE MAYOR................................., 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

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

Section 1. The City Manager or designee is authorized to accept the award of funds from the FFY 2021 JAG – Local Solicitation and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the United States Department of Justice.

Section 2. The City Manager or designee is authorized to act as the Fiscal Agent for the award of funds from the FFY 2021 JAG – Local Solicitation in the aggregate amount of One Hundred Sixty Thousand One Hundred Forty-Six Dollars and Zero Cents ($160,146.00).

Section 3. The City Manager or designee is authorized to execute such necessary agreements to allocate and distribute funds awarded according to the MOU with Montgomery County.

Section 4. That for the reasons set forth in the preamble hereof, the Dayton City Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION……………………., 2021

SIGNED BY THE MAYOR…………………………., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to Form:

City Attorney
December 2, 2021

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director
       Department of Procurement, Management & Budget

SUBJECT: 2022 Budget Resolution

In accordance with the City’s Charter, we are submitting the 2022 Budget Resolution for City Commission consideration at the December 8th meeting. As outlined in Section 156 of the City Charter and in our Policy Budget process, the City Commission shall adopt the budget by resolution prior to the beginning of the fiscal year.

The resolution reflects the budgeted amounts presented at the City Commission work session held on November 17th, budgeted amounts to be shared at the forthcoming work session on December 3rd, along with funding amounts for various non-operating funds that were not specifically covered.

Please let me know if you have any comments, questions or require additional information. Thank you.

DTS/sb

Attachment

cc: Ms. Hollingsworth
    Ms. Blackshear
    Mr. Parlette
    Ms. Lofton
    Management and Budget Staff
GOVERNMENTAL FUND TYPE

(1) General Fund - 10

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Issue 9 - General Fund - 10001

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Total Issue 9 - General Fund

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Community Golf & Recreation Fund - 13000

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## 2022 Recommendation

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<th>Description</th>
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### (2) Special Revenue

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<td>Street Maintenance Fund - 21000</td>
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<td>6400 Department of Public Works</td>
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<td>Street Maintenance Capital - 21200</td>
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<td><strong>Total Street Maintenance Capital</strong></td>
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<td><strong>Total Street Maintenance Capital</strong></td>
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<td>Highway Maintenance Fund - 21100</td>
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<tr>
<td>6400 Department of Public Works</td>
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<td><strong>Total Highway Maintenance Fund</strong></td>
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<td>HUD Programs Operating</td>
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<tr>
<td>Community Dev. Block Grant Fund - 26204-26209 and 26102</td>
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<td>2300 Dept. of Planning, Neighborhoods &amp; Development</td>
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<td><strong>Total Community Dev. Block Grant Fund</strong></td>
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<td>HOME Operating Fund - 27000</td>
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<td>HUD Programs Non-Operating</td>
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<td>Fair Housing Grant Fund - 23000-23999</td>
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<td>HOME Non-Operating Fund - 27001-27999</td>
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<tr>
<td>Various Departments</td>
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<td>Total Continuum of Care Grant</td>
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<td>Miscellaneous Grants - 28000-28999</td>
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<td>Various Departments</td>
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<td>Local Fiscal Recovery Fund - 29000-29999</td>
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<td>Other Special Revenue - 22111-22519</td>
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<td>(3) Debt Service</td>
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**Total Enterprise Funds**

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**Internal Service Funds**

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**Issue 9 - General Fund - 10001**

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**Community Golf & Recreation Fund - 13000**

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Income Tax Fund - 75000
  Income Tax Fund
  Transfers Out
  Total

Total

Total General Fund

220,273,000

(2) Special Revenue

Roadway Maintenance Fund – 21000-21999

Street Maintenance Fund - 21000
  6400  Department of Public Works
  Total Roadway Maintenance Fund

7,198,600

Street Maintenance Capital - 21200
  6400  Department of Public Works
  Total Street Maintenance Capital

354,800

Highway Maintenance Fund - 21100
  6400  Department of Public Works
  Total Highway Maintenance Fund

599,600

Total Roadway Maintenance Fund

8,153,000

HUD Programs Operating

Community Dev. Block Grant Fund - 26204-26209 and 26102
  2300  Dept. of Planning, Neighborhoods & Development
  Total Community Dev. Block Grant Fund

1,255,700

HOME Operating Fund - 27000
  2300  Dept. of Planning, Neighborhoods & Development
  Total HOME Operating Fund

140,700

Total HUD Programs Operating

1,396,400

HUD Programs Non-Operating

Fair Housing Grant Fund - 23000-23999
  Various Departments
  Total Fair Housing Grant Fund

0

Emergency Solutions Grant - 25002-25003
  Various Departments
  Total Emergency Solutions Grant

503,300

Continuum of Care Grant - 25525-25599
  Various Departments
  Total Continuum of Care Grant

2,206,500

Community Dev. Block Grant Non-Operating Fund - 26001-26906
  Various Departments
  Total Community Dev. Block Grant
  Non-Operating Fund

4,749,000
<table>
<thead>
<tr>
<th>Description</th>
<th>2022 Recommendation</th>
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</thead>
<tbody>
<tr>
<td><strong>HOME Non-Operating Fund - 27001-27999</strong></td>
<td></td>
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<tr>
<td>Various Departments</td>
<td>1,289,000</td>
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<td>Total Continuum of Care Grant</td>
<td>1,289,000</td>
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<tr>
<td><strong>Total HUD Programs Non-Operating</strong></td>
<td>8,747,800</td>
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<td><strong>Miscellaneous Grants - 28000-28999</strong></td>
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<tr>
<td>Various Departments</td>
<td>2,248,400</td>
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<td>Total Miscellaneous Grants</td>
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<tr>
<td><strong>Local Fiscal Recovery Fund - 29000-29999</strong></td>
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<tr>
<td>Various Departments</td>
<td>68,988,100</td>
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<tr>
<td>Total Local Fiscal Recovery Fund</td>
<td>68,988,100</td>
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<td><strong>Other Special Revenue - 22111-22519</strong></td>
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<tr>
<td>Various Departments</td>
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<td>Total Other Special Revenue Fund</td>
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<td><strong>Total Special Revenue</strong></td>
<td>95,114,800</td>
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<tr>
<td><strong>(3) Debt Service</strong></td>
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</tr>
<tr>
<td>General Debt Retirement Fund - 31100-33100</td>
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<tr>
<td>5300 Department of Finance</td>
<td>9,369,400</td>
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<tr>
<td>Total General Debt Retirement Fund</td>
<td>9,369,400</td>
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<tr>
<td><strong>Total Debt Service</strong></td>
<td>9,369,400</td>
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<tr>
<td><strong>(4) Capital Project Funds</strong></td>
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<tr>
<td>General Capital Fund - 40000-49999</td>
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<tr>
<td>Various Capital Projects</td>
<td>23,843,100</td>
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<td>Transfers Out</td>
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<td>Total Capital Project Funds</td>
<td>24,180,100</td>
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<tr>
<td><strong>(5) Permanent Funds</strong></td>
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<tr>
<td>Permanent Fund - 71000-71999</td>
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<tr>
<td>Various Departments</td>
<td>50,000</td>
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<td>Total Permanent Fund</td>
<td>50,000</td>
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<tr>
<td><strong>TOTAL GOVERNMENTAL FUND</strong></td>
<td>348,987,300</td>
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</table>

**PROPRIETARY FUND TYPE**

| (6) Enterprise Funds                             |                      |
| Aviation Operating Fund - 51000-51005           |                      |
| Department of Aviation - 3200 and 9960          |                      |
| Expenses                                        | 32,131,700           |
| Transfers Out                                   | 3,908,900            |
| Total                                           | 36,040,600           |
| Total Aviation Operating Fund                    | 36,040,600           |
| **Aviation Capital Fund - 51006-52999**         |                      |
| Various Capital Projects                         | 20,862,000           |
| Transfers Out                                   | 5,280,600            |
| Total Aviation Capital Fund                      | 26,142,600           |
### Water Operating Fund - 53000, 53997 and 53998

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>2300</td>
<td>Dept. of Planning, Neighborhoods &amp; Development</td>
<td>133,700</td>
</tr>
<tr>
<td>3400</td>
<td>Department of Water</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expenses</td>
<td>57,597,400</td>
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<td></td>
<td>Transfers Out</td>
<td>7,500,000</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td>65,097,400</td>
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<tr>
<td>5300</td>
<td>Department of Finance</td>
<td>4,217,200</td>
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<td></td>
<td><strong>Total Water Operating Fund</strong></td>
<td>69,448,300</td>
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### Water Capital Fund - 53001-53996

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<th>Description</th>
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<tbody>
<tr>
<td>Various Capital Projects</td>
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<td><strong>Total Water Capital Fund</strong></td>
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### Sanitary Sewer Operating Fund - 55000

<table>
<thead>
<tr>
<th>Description</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Water - 3400 and 9970</td>
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<tr>
<td>Expenses</td>
<td>36,911,800</td>
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<td>Transfers Out</td>
<td>6,925,000</td>
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<td><strong>Total</strong></td>
<td>43,836,800</td>
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<td><strong>Total Sanitary Sewer Operating Fund</strong></td>
<td>43,836,800</td>
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### Sanitary Sewer Capital Fund - 55001-55999

<table>
<thead>
<tr>
<th>Description</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various Capital Projects</td>
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<tr>
<td><strong>Total Sanitary Sewer Capital Fund</strong></td>
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</table>

### Storm Water Operating Fund - 58000

<table>
<thead>
<tr>
<th>Description</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Water - 3400 and 9970</td>
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</tr>
<tr>
<td>Expenses</td>
<td>5,772,200</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>1,000,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>6,772,200</td>
</tr>
<tr>
<td>6400 Department of Public Works</td>
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</tr>
<tr>
<td>Expenses</td>
<td>1,471,600</td>
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<tr>
<td>Transfers Out</td>
<td>163,700</td>
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<td><strong>Total</strong></td>
<td>1,635,300</td>
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<td><strong>Total Storm Water Operating Fund</strong></td>
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### Storm Water Capital Fund - 58001-58999

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Various Capital Projects</td>
<td>1,163,700</td>
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<tr>
<td><strong>Total Storm Water Capital Fund</strong></td>
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### Total Enterprise Funds

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>Total Enterprise Funds</strong></td>
<td>221,964,500</td>
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### (7) Internal Service Funds

### Fleet Management Fund - 61000

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>6400 Department of Public Works</td>
<td>8,217,700</td>
</tr>
<tr>
<td><strong>Total Fleet Management Fund</strong></td>
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</tr>
</tbody>
</table>
Document Management Services Fund - 62100
5500  Department of Information Technology
Total Stores and Reproduction Fund

Healthcare Self Insurance - 63000
5600  Department of Human Resources
Total Healthcare Self Insurance Fund

Workers' Compensation Fund - 65000
5600  Department of Human Resources
Total Workers' Compensation Fund

Plumbing Shop - 66000
6400  Department of Public Works
Total Plumbing Shop

Fire Fleet Management - 67000
6300  Department of Fire
Total Fire Fleet Management Fund

Total Internal Service Funds

TOTAL PROPRIETARY FUND

TOTAL ALL OPERATING FUNDS

2022 Recommendation

531,300

35,776,200

4,977,600

612,400

1,578,800

51,694,000

273,658,500

622,645,800
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<tbody>
<tr>
<td>10000-6200</td>
<td>Police</td>
<td>Special Projects</td>
</tr>
<tr>
<td>10000-9980</td>
<td>Non-Departmental</td>
<td>Special Projects</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Miscellaneous</td>
</tr>
<tr>
<td></td>
<td>16999-2300</td>
<td>Special Projects</td>
</tr>
<tr>
<td></td>
<td>16999-5600</td>
<td>Special Projects</td>
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<tr>
<td></td>
<td>28999-1400</td>
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<td>150,000</td>
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<td></td>
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<td>50,000</td>
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<tr>
<td></td>
<td><strong>Subtotal Transfers Out 10000</strong></td>
<td><strong>600,000</strong></td>
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<tr>
<td>13000-6550</td>
<td>Community Golf</td>
<td>General Fund</td>
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<td>Capital</td>
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<tr>
<td></td>
<td>10000-6550</td>
<td>General Fund</td>
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<tr>
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<td>40000-6550</td>
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<tr>
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<td><strong>Subtotal for Community Golf</strong></td>
<td><strong>250,900</strong></td>
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<tr>
<td>16999-2600</td>
<td>Special Projects</td>
<td>Capital</td>
</tr>
<tr>
<td></td>
<td>40000-2370</td>
<td>Capital</td>
</tr>
<tr>
<td></td>
<td>31100-5300</td>
<td>G.O. Debt</td>
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<tr>
<td></td>
<td>65000-5600</td>
<td>Worker's Compensation</td>
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<td><strong>2,134,800</strong></td>
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<td><strong>Issue 9 - General</strong></td>
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<tr>
<td>10001-9980</td>
<td>Non-Departmental</td>
<td>Special Project</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Capital</td>
</tr>
<tr>
<td></td>
<td>16999-2300</td>
<td>Special Project</td>
</tr>
<tr>
<td></td>
<td>40000-6400</td>
<td>Capital</td>
</tr>
<tr>
<td></td>
<td>40000-6400</td>
<td>Capital</td>
</tr>
<tr>
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<td><strong>Subtotal Transfers Out 10001</strong></td>
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<tr>
<td>75000-5300</td>
<td>Income Tax Fund</td>
<td>Special Projects</td>
</tr>
<tr>
<td></td>
<td>16999-2300</td>
<td>Special Projects</td>
</tr>
<tr>
<td></td>
<td>16999-2300</td>
<td>Special Projects</td>
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<td></td>
<td>40000-6400</td>
<td>Capital</td>
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<tr>
<td></td>
<td>59000-6550</td>
<td>Golf</td>
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<td><strong>Subtotal Transfers Out 75000</strong></td>
<td><strong>7,050,000</strong></td>
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<tr>
<td><strong>Total General Fund Transfers Out</strong></td>
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<td>18,004,200</td>
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</tbody>
</table>

(4) Capital Projects

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>2022 Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>40001-49999</td>
<td>General Capital Fund</td>
<td>G.O. Debt</td>
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<tr>
<td></td>
<td>31100-5300</td>
<td>G.O. Debt</td>
</tr>
<tr>
<td></td>
<td><strong>337,000</strong></td>
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</table>

(6) Enterprise Funds

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>2022 Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>51000 and 51001-9960</td>
<td>Aviation Operating Fund</td>
<td>Aviation Capital</td>
</tr>
<tr>
<td>51002-52999-3200</td>
<td>Aviation Capital</td>
<td>Aviation Operating</td>
</tr>
<tr>
<td>51000-51000-3200</td>
<td>Aviation Operating</td>
<td>5,280,600</td>
</tr>
<tr>
<td>53000-9970</td>
<td>Water Operating Fund</td>
<td>Water Capital</td>
</tr>
<tr>
<td>53001-53996-3400</td>
<td>Water Capital</td>
<td>7,500,000</td>
</tr>
<tr>
<td>55000-9970</td>
<td>Sanitary Sewer Operating Fund</td>
<td>Sanitary Sewer Capital</td>
</tr>
<tr>
<td>55001-55999-3400</td>
<td>Sanitary Sewer Capital</td>
<td>6,925,000</td>
</tr>
<tr>
<td>58000-9970</td>
<td>Storm Water Operating Fund</td>
<td>Storm Water Capital</td>
</tr>
<tr>
<td>58001-58999-3400</td>
<td>Storm Water Capital</td>
<td>1,163,700</td>
</tr>
<tr>
<td><strong>Total Enterprise Fund Transfers Out</strong></td>
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<td>24,778,200</td>
</tr>
</tbody>
</table>

**TOTAL ALL FUNDS**

<table>
<thead>
<tr>
<th></th>
<th>2022 Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>43,119,400</strong></td>
</tr>
</tbody>
</table>

BACK
A RESOLUTION

Authorizing the Acceptance of an Aggregate Grant Award from the United States Department of Justice in the Amount of One Hundred Sixty Thousand One Hundred Forty-Six Dollars and Zero Cents ($160,146.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The United States Department of Justice, Bureau of Justice Assistance administers the Edward Byrne Memorial Justice Assistance Grant (JAG) programs and makes funding available to jurisdictions for disparate jurisdictions to submit a joint application for the aggregate grant funds; and

WHEREAS, The City of Dayton (City) and the Board of Montgomery County (County) submitted a joint application for the federal fiscal year (FFY) 2021 JAG – Local Solicitation to continue and enhance the City and Montgomery County’s crime analysis programs and criminal justice information systems along with support for Montgomery County’s Juvenile Work Program; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the FFY 2021 JAG – Local Solicitation grant application on behalf of the City of Dayton; and

WHEREAS, The United States Department of Justice awarded a grant to the City and County under the FFY 2021 JAG – Local Solicitation grant in the aggregate amount of One Hundred Sixty Thousand One Hundred Forty-Six Dollars and Zero Cents ($160,146.00); and

WHEREAS, The City and the County agreed that the awarded funding will be allocated with the City receiving One Hundred Twenty-Eight Thousand One Hundred Seventeen Dollars and Zero Cents ($128,117.00), subject to the City’s acceptance, and the County receiving Thirty-Two Thousand Twenty-Nine Dollars and Zero Cents ($32,029.00) as provided in the Memorandum of Understanding (MOU), which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, The City of Dayton, according to the MOU with Montgomery County, is the lead agency and will act as Fiscal Agent under the grant; and,

WHEREAS, To provide for the timely development and implementation of the grant program and for 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,
November 16, 2021

TO: Shelley Dickstein  
City Manager

FROM: Matt M. Carper  
Interim Director and Chief of Police

SUBJECT: 2021 JAG Grant Acceptance

Attached for your review and approval is a resolution to accept the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) and to process all necessary documents to complete the award and receive funds.

The JAG grant is allocated to disparate jurisdictions, based on crime statistics. The City submitted a joint application with Montgomery County with an 80%/20% split, respectively, of any grant funds received. The grant will fund crime analysis and criminal justice information system support and development.

Please Meredith Weber at x1099 if you require additional information.

Thank you for your assistance with this matter.

Attachments

MC/mw

P.S.
A RESOLUTION

Withdrawing the Objection to the Issuance of
Liquor Permit No. 60766850015, Modern Food &
Gas, LLC, 2951 Salem Ave, Dayton, Ohio 45406;
and Declaring an Emergency.

WHEREAS, On January 20, 2021, this Commission by Resolution No. 60766850015,
Modern Food & Gas, LLC, 2951 Salem Ave, Dayton, Ohio 45406, based upon the
recommendation of City departments; and,

WHEREAS, The City and Applicant have agreed to a Cooperation Agreement
outlining the Applicant’s relationship with the City; and,

WHEREAS, The Applicant has agreed to, among other things, cooperate with any and
all police investigations related to crime in and around the permit premises; abide by all federal,
state and local laws and regulations, including but not limited to Ohio liquor laws and
regulations; require adequate training to employees regarding proper maintenance and
operation of the permit premises; maintain the exterior premises free from trash, litter, and
other debris; remove any graffiti; require its employees to attend training courses provided by
the Police Department; provide security camera footage to the Police Department, upon
request; and work with the City to abate any nuisance that may arise as a result of its operation;
and,

WHEREAS, This Commission deems it to be in the best interest of the City to
withdraw the City’s Objection to the Issuance of Liquor Permit No. 60766850015; and

WHEREAS, For the usual and daily operation of City departments and the immediate
preservation of public peace, property, health, and safety, it is necessary that this Resolution
take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission withdraws its objection to the issuance of Liquor
Permit No. 60766850015, Modern Food & Gas, LLC, 2951 Salem Ave, Dayton, Ohio 45406.

Section 2. That two (2) certified copies of this Resolution be sent to the Superintendent
of the Ohio Division of Liquor Control as soon as practicable.
Section 3. That for the reason set forth in the preamble, this Commission declares this Resolution to be an emergency and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION........................................, 2021

SIGNED BY THE MAYOR................................................... , 2021

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

______________________________
Clerk of the Commission

APPROVED AS TO FORM:

______________________________
City Attorney
December 2, 2021

TO: Shelley Dickstein  
City Manager

FROM: Barbara J. Doseck  
City Attorney

SUBJECT: Liquor Permit Application No. 60766850015 (NEW)  
Modern Food & Gas, LLC  
2951 Salem Avenue,  
Dayton, Ohio 45406

Earlier this year, the various City departments recommended an objection to the issuance of the above-referenced liquor license. This objection was due to community opposition to the addition of another liquor-permitted establishment and the perceived harms that it could possibly bring. In the time since that objection was filed, community members, Assistant City Attorney Adam Laugle, and counsel for the applicant met and discussed the various concerns of the nearby residents. In light of these discussions, a Good Neighbor Agreement was drafted addressing the concerns of the residents, and the permit applicant has already executed the same. The Good Neighbor Agreement and the accompanying Resolution are enclosed with this Memorandum for your review. Due to the permit applicant’s execution of this Good Neighbor Agreement, we would recommend that the City’s objection be withdrawn.

Based on the foregoing, the Law Department recommends that the Commission withdraw its objection by no later than the December 15, 2021 meeting.

Should you have any questions or concerns, please do not hesitate to contact me or Assistant City Attorney Adam Laugle.

BJD/aml

Attachment

cc: Acting Chief Matt Carper  
Asst. City Attorney Adam Laugle
COOPERATION AGREEMENT

This COOPERATION AGREEMENT ("Agreement") entered into this ___ day of November, 2021, by and between the CITY OF DAYTON, Ohio, a municipal corporation whose mailing address is 101 W. Third Street, Dayton, Ohio, 45402, ("City"), and MODERN FOOD & GAS, LLC, 2951 Salem Avenue, Dayton, Ohio 45406 ("Owner"). The parties to this Agreement are collectively referred to as "Parties".

WHEREAS, The City objected to the issuance of Liquor Permit No. 6076685-015 to Owner, on or about January 13, 2021; and

WHEREAS, Owner has agreed to take steps to minimize neighborhood impact of its operations at 2951 Salem Avenue, Dayton, Ohio 45406 ("Subject Property"); and

WHEREAS, Owner has taken steps to mitigate the concerns of the Dayton Police Department ("DPD") and the surrounding residents regarding Subject Property; and

WHEREAS, The Parties agree that they are committed to minimize any adverse impact that the operations at Subject Property may have on the peace and tranquility of residents of the neighborhood; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Term. This Agreement shall commence on the date written above, and shall terminate three years from said date, unless terminated earlier pursuant to this Agreement.

2. Owner Responsibilities.
   a. General.
      i. Owner shall comply with all federal, state, and local laws and regulations in use and management of Subject Property.
      ii. Owner shall comply with all City of Dayton Housing and Zoning Ordinances, to include: all parking and use requirements. Owner shall remedy and/or mitigate any such violation upon notice by the City.
      iii. Owner shall provide the DPD with accurate contact information for the Owner and any manager(s). Owner agrees to update this information within three (3) calendar days of any change.
   b. Training.
      i. At least once a year, the Owner and all of Owner’s employees shall participate in a safety training class provided by and scheduled by the City of Dayton Police Department; additional trainings may be mandated as determined by the City.
ii. Owner agrees that all owners, members, managers, and employees working at the Subject Property shall be trained no less than once per calendar year regarding compliance with state and local laws and regulations regarding liquor compliance. This training shall be scheduled by the Owner with an appropriate governmental agency or other entity that is licensed and or certified to provide such training. This training shall include, but is not limited to, topics related to proper serving of alcohol, avoidance of serving alcohol to underage and intoxicated persons, and similar topics related to owning and/or operating a liquor establishment in the State of Ohio.

c. Property management and maintenance.
   i. Owner shall maintain any buildings, lots, and grounds in a fit and habitable nature, including but not limited to the trimming of grass/vegetation and upkeep of all improvements.
   ii. Owner shall remedy vandalism and graffiti within thirty (30) days.
   iii. Owner and employees shall make sure that, on a daily basis and periodically throughout each day, the Subject Property is cleared of litter, exterior trash, and debris, that trash receptacles are emptied and lined with new waste bags as necessary, and that any dumpsters are secured.
   iv. Owner shall install and maintain adequate interior and exterior lighting.
   v. Owner shall ensure that clear visibility into and out of any structures on the Subject Property is maintained. The foregoing shall not preclude customary signage for advertising so long as such signage complies with applicable code and does not entirely obstruct the view of the interior of the store so as to create a security risk to customers or employees.
   vi. Owner shall prohibit individuals from engaging in loitering, alcohol or drug use, and aggressive pan handling on the Subject Property.

   i. Owner shall maintain the necessary security for the Subject Property as determined by Owner, including but not limited to functioning internal and external security cameras, security guards and lighting.
   ii. Owner shall, at its own expense, install reasonable crime prevention tools as determined by Owner, including installing additional security cameras, additional lighting, and the implementation of security guards. Upon request by City Owner shall meet with the City to discuss Owner's security and crime prevention tools.
   iii. Security personnel and all staff shall be advised that all criminal conduct, activities, and illegal behavior must be reported to the relevant law enforcement agency immediately.
3. Legal compliance.
   a. General.
      i. Owner shall, in good faith, resolve or mitigate any valid complaints from neighbors concerning its operations at the Subject Property related to property management, maintenance, and security. If the City receives such complaints about the Subject Property related to property management, maintenance, and security, it will notify the Owner, and Owner shall take all reasonable and necessary steps, as soon as practical, to resolve any such complaints.
      ii. Owner shall meet with City as necessary to discuss and address any concerns the City may have regarding the Subject Property and any incidents arising or related thereto.

b. Cooperation with law enforcement.
   i. Owner agrees to take reasonable steps to cooperate with law enforcement to abate criminal activity in the proximity of the business, including but not limited to, reporting illegal activity to law enforcement that Owner’s employees have knowledge of or witness on the Subject Property.
   ii. Owner shall maintain a list of individuals who have been provided a notice trespassing the individual from the Subject Property, including the name of the trespasser, the date he or she was trespassed, and, if available, additional identifying information. The list and copies of the trespass notices shall be made available during regular business hours upon law enforcement request.
   iii. Owner shall permit City, including its agents, to enter and inspect the Subject Property for compliance with this Agreement, liquor regulations and other laws, during any of its business hours. Owner shall further permit City to enter and inspect outside of its business hours upon reasonable notice. Nothing in this section shall be construed to prohibit any other lawful entry by the City or its agents.
   iv. Owner shall retain any audio and/or visual recordings for thirty (30) days and furnish copies to the City within twenty-four (24) hours of a request from the City. Owner may redact any video to the extent necessary to protect privacy interests of third parties, not including Owner or their employees, and shall retain an un-redacted copy for the City to subpoena for one-hundred eighty (180) days after it turns over the redacted video, if a redacted copy is provided. Owner must specifically notify the City at the time it delivers any video to City whether it has redacted any portion thereof, describe the specific content redacted, and the reason for the redaction.

c. Subpoenas.
   i. Owner shall encourage all employees to abide by issued subpoenas. Owner shall permit scheduled workers to comply with all lawful
subpoenas and shall not deny time off or otherwise obstruct such subpoenas.

ii. Owner shall not be considered in violation of this Agreement merely because an employee who was given a subpoena has failed to abide by said subpoena.

iii. Notwithstanding anything to the contrary contained herein, Owner shall be considered in breach of this Agreement if an individual owner, member, managing partner, or similarly situated individual with any control over Owner fails to obey a subpoena.

4. Enforcement of Cooperative Agreement.

a. Notice and Cure. If the City believes this Agreement has been violated, the City will provide written notice of the breach to Owner. Owner shall have fourteen (14) calendar days to cure the violation of this Agreement, except that any unlawful use of the Subject Property shall be cured immediately by Owner. Provided, however, if the violation cannot reasonably be cured within such 14-day period, Owner shall have such additional reasonable period of time that may be required to cure the violation, provided that Owner commences the cure within such 14-day period and thereafter diligently prosecutes such cure to completion. Owner agrees to resolve the violations of this Agreement in good faith. Notwithstanding, Owner shall not be entitled to an opportunity to cure a failure to appear in response to a lawfully issued and served subpoena.

b. Relief. If Owner is in breach of this Agreement and fails to remedy the breach within the specified time, City may file an action for specific performance of this Agreement as well as any other remedy that may be available at law or in equity. Owner agrees to pay all costs associated with an action by City to enforce this agreement by specific performance, to include but not limited to, reasonable attorney’s fees and costs.

c. Specific Performance. The Parties agree that City is entitled to specific performance of this Agreement. As a result, if this Agreement is violated and Owner operates or allows the Subject Property to be operated in a manner inconsistent with this Agreement, then City may seek specific performance of this Agreement.

d. Other Remedies. The Parties agree that City in the event of an uncured violation of this Agreement that materially affects the health and/or safety of the neighborhood surrounding the Subject Property, in lieu of or in addition to any of the other rights and remedies specified in this Agreement, City may at its discretion seek the cessation of operations and relinquishment of any liquor licenses issued for the Subject Property.

5. Waiver and Indemnification.

a. Owner 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 attorney’s fees) of whatsoever kind and nature, caused by or arising out of Owner’s violation of the terms of this Agreement and/or the negligence or wrongful conduct of Owner, its owners, employees, contractors, and/or agents. The indemnification set forth in this Agreement is solely for the benefit of the City. There are no third-party beneficiaries to this Agreement.

   a. Amendment. The Parties may amend this Agreement with written mutual agreement. Amendments shall be reduced to writing, make specific reference to this Agreement, and be signed by duly authorized representatives of the Parties, and, if required, approved by the Commission of the City of Dayton, Ohio.
   b. Waiver. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and purpose for which it is given without affecting the City’s rights with respect to any other or further breach.
   c. Notices and Communications. Written notices, invoices, or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or First-Class U.S. mail, postage pre-paid, to the address specified herein. Such written communication or notice shall be addressed to:

   City:  
   City of Dayton – Law Department
   101 W. Third St.
   Dayton, Ohio 45402

   Owner:  
   Modern Food & Gas, LLC
   6846 Southampton Lane
   West Chester, Ohio 45069

Nothing contained in this section shall be construed to restrict transmission of routine communication between representatives of City and Owner.

d. Entire Agreement/Integration. This Agreement, including any exhibits incorporated by reference herein, represents the entire integrated Agreement between the Parties and supersedes prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject of this Agreement.

e. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. The Parties agree that the sole proper and appropriate forum for jurisdiction of any action, suit, or proceeding based on or arising out of this Agreement is the Montgomery County, Ohio, Court of Common Pleas.

f. Interpretation. The Agreement will be deemed drafted by all Parties and will not be interpreted in favor of any Party.
g. **Severance.** Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.

h. **Headings.** Section headings contained herein are inserted for convenience and shall not affect the meaning or interpretation of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have set their hands to this Agreement on the date designated above, and the undersigned represent that they are duly authorized to bind their respective parties to this Agreement.

**CITY OF DAYTON, OHIO**

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

**MODERN FOOD & GAS, LLC**

By: 

Its: Manager

**No Commission Action Required**
AN ORDINANCE

Amending the Official Zoning Map to rezone 2532 E. Third St. in the Burkhardt Planning District from Transitional (T) to Mature Neighborhood Commercial (MNC).

WHEREAS, NCI Dayton RA LLC c/o has requested that 2532 E. Third St. be rezoned from Transitional (T) to Mature Neighborhood Commercial (MNC); and

WHEREAS, Staff of the Department of Planning, Neighborhoods and Development finds that the request will support an existing business and apply a zoning designation that is more suitable to this property; and

WHEREAS, The Plan Board, on September 14, 2021, in Cases PLN2021-00357 recommended approval of the request; 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 PLN2021-00357, 2532 E. Third St. is rezoned from Transitional (T) to Mature Neighborhood Commercial (MNC). The Parcel Identification Numbers for the affected parcels are as follows: R72 04510 0001, R72 04510 0002, R72 04510 0003, R72 04510 0004, R72 04510 0005, R72 04510 0006, R72 04510 0007, R72 04510 0081, R72 04510 0082, and R72 04510 0090. The City’s official Zoning Map shall be redrawn to reflect this change.

Passed by the Commission ............................, 2021

Signed by the Mayor ................................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
A RESOLUTION

Concurring with the Adoption of the
Southeast Dayton Neighborhoods Vision
Plan.

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, the Dayton Transportation Plan 2040 on September 6, 2017, and other plans that include the greater Southeast Dayton geography; and

WHEREAS, The Southeast Dayton Neighborhoods Vision ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents; and

WHEREAS, The City Plan Board, on October 12, 2021 in Case PLN2021-00444, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and considered the Plan to be a component of an updated comprehensive plan for the City of Dayton; now, therefore,

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

Section 1. The City supports the recommendations in the Southeast Dayton Neighborhoods Vision plan and in partnership with various organizations, government bodies, and residents, shall use the Plan to guide investments in the geography encompassed by it.

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

Adopted by the Commission .................., 2021

Signed by the Mayor .................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
November 3, 2021

TO: Regina Blackshear, Clerk of Commission

FROM: Tony Kroeger, Secretary, City Plan Board

SUBJECT: Adoption of Southeast Dayton Neighborhoods Vision Plan on December 8, 2021 City Commission Calendar (Plan Board Case PLN2021-00444)

I am requesting that a resolution be placed on the December 8, 2021 City Commission calendar to adopt the Southeast Dayton Neighborhoods Vision plan. A second reading and vote on the resolution will be required at the following City Commission meeting.

On October 12, 2021 the Plan Board adopted the plan by a 6-0 vote because it is consistent with our comprehensive plan and other applicable plans and policies. The Plan Board considers the plan to be an updated component of the city’s comprehensive plan, and recommends that the City Commission also adopt the plan.

No City Commission public hearing is required on the plan so a public hearing will not be held. **However, staff is prepared to make a brief presentation on the plan at the December 8, 2021 meeting if desired by the City Manager or the City Commission.**

The primary purpose of the Plan was to synthesize previously adopted plans, and take a closer look at those projects and areas that would be especially impactful and catalyze additional investment. Through this plan, a number of common themes emerged, such as connectivity, corridors, open space, and placemaking. Key geographic focus areas include: Xenia Avenue corridor, Wayne Avenue corridor, Walnut Hills Park, Steve Whalen Boulevard, the former Belmont High School site, Belmont business district, Eastown, the Patterson and Shroyer intersection, the Patteron and Wilmington intersection, and Jane Newcom park.

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

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

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Hollingsworth, Mr. Kinskey
City of Dayton
City Plan Board

Summary Minute Record
October 12, 2021

5. PLN2021-00444 –Southeast Dayton Neighborhoods Vision for Adoption

Applicant: Todd Kinskey, Director
Planning, Neighborhoods & Development
City of Dayton
101 West Third Street
Dayton, OH 45402

Priority Land Use Board: Southeast
Decision: Approved

Staff Comments
Tony Kroeger presented the case a request for review and approval of the Southeast Neighborhood Vision.

The primary purpose of the effort was to synthesize previously adopted plans, and take a closer look at those projects and areas that would be especially impactful and catalyze additional investment.

This plan was completed in August 2021 by Urban Design Associates (UDA) in collaboration with the Department of Planning, Neighborhoods and Development staff, CityWide staff, and many stakeholders, residents, and business owners.

Mr. Kroeger reviewed the major components of the plan and described the process.

Comments/Board Discussion
The Plan Board supported the Plan. No one was registered to speak on this item.

Board Action
A motion was made by Ms. Schenking, seconded by Mr. Payne, and carried to recommend approval of the Southeast Dayton Neighborhoods Vision based on its conformance with the City’s comprehensive plan.

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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<tr>
<td>Ms. Rosie Miller</td>
<td>Yes</td>
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<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
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<td>Mr. Jeff Payne</td>
<td>Yes</td>
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<td>Ms. Ann Schenking</td>
<td>Yes</td>
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<td>Mr. Matt Sauer</td>
<td>Yes</td>
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<tr>
<td>Mr. Greg Scott</td>
<td>Yes</td>
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Minutes approved by the City Plan Board on November 9, 2021.

Tony Kroeger, Secretary
City Plan Board
BACKGROUND:
Applicant:
Todd Kinskey, Director
Planning, Neighborhoods & Development
City of Dayton
101 West Third Street
Dayton, OH 45402

REQUEST/DESCRIPTION:
This is a request for review and approval of the Southeast Neighborhood Vision.

The primary purpose of the effort was to synthesize previously adopted plans, and take a closer
look at those projects and areas that would be especially impactful and catalyze additional
investment.

This plan was completed in August 2021 by Urban Design Associates (UDA) in collaboration
with the Department of Planning, Neighborhoods and Development staff, CityWide staff, and
many stakeholders, residents, and business owners. The public involvement is indicated below:

Step 1: Kick-off & Understanding
• In-depth download from City and CityWide staff about planning work-to-date
• Sharing of data, base-mapping, and drawings of proposed ideas
• Meetings with key stakeholders, such as business owners and neighborhood institutions,
  who have been active or will be central to executing the vision in the future
• Public Forum for all members of the community to provide input

Step 2: Building the Vision
Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that
included:
• Coordination of existing plans for catalytic projects
• Discussions about revitalizing commercial corridors and nodes
• Virtual public meetings for the community to provide feedback and build support

Step 3: Documenting the Vision
• Further refinement of catalytic housing and development strategies
• Final Public Forum for the community

STAKEHOLDERS & PARTNERS
The planning process connected stakeholders and helped to leverage potential partnerships
within the neighborhood. The stakeholders and partners who participated are active
neighborhood leaders who will be engaged in the implementation of projects.
• Residents
ASSEMBLING PREVIOUS PLANS
The plans, projects, and other relevant information were consolidated into a single drawing that served as the base to begin to think about how the neighborhoods could be strategically stitched and linked together.

Through this plan, a number of common themes emerged, such as investing in existing parks and connecting neighborhoods to trails, enhancing neighborhood retail nodes, improving access and visibility, and building on the strength of desirable, healthy neighborhoods.

Key geographic focus areas include: Xenia Avenue corridor, Wayne Avenue corridor, Walnut Hills Park, Steve Whalen Boulevard, the former Belmont High School site, Belmont business district, Eastown, the Patterson and Shroyer intersection, the Patteron and Wilmington intersection, and Jane Newcom park.

The document concludes with an implementation strategy, including a list of projects, lead agency, time frames, and potential funding sources.

The Southeast Priority Land Use Board has voted to recommend approval.

Since this plan was last reviewed as a Work Session by Plan Board, the only change is the addition of project language regarding enhancements to Linden Avenue.

FUTURE ACTIONS:
City Commission for adoption.
October 19, 2021

Todd Kinskey  
City of Dayton  
Department of Planning, Neighborhoods & Development  
101 West Third Street  
Dayton, OH  45402

Re: PLN2021-00444 – Plan Review and Approval – Southeast Dayton Neighborhoods Vision

Meeting Date: October 12, 2021  
Decision: Adopted; Recommended City Commission Adoption

The City Plan Board adopted and recommended City Commission adoption of the Southeast Dayton Neighborhoods Vision. The Plan Board found the plan to be consistent with the city’s comprehensive plan. This plan is an updated component of our comprehensive plan.

The City Commission resolution approving the plan is scheduled for a first reading as part of the December 8, 2021 City Commission agenda. This meeting will begin at 8:30 a.m. and will be held in the City Commission Chambers on the second floor of City Hall.

At the December 15, 2021 City Commission meeting, the City Commission will have a second reading of the resolution to approve the plan. At this meeting the City Commission will then vote to approve the resolution. The December 15 meeting will begin at 6:00 p.m. in the City Commission Chambers. Assuming approval on December 15, the resolution will be effective thirty days later.

Should the City Commission schedule change, I will let you know. If you have any questions, please contact me at 937-333-3673 or tony.kroeger@daytonohio.gov.

Sincerely,

Tony Kroeger, Secretary  
City Plan Board

c: Decision Memorandum Distribution List
A RESOLUTION

Concuring with the Adoption of the
Southeast Dayton Neighborhoods Vision
Plan.

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20")
on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the City of Dayton
2025 Bicycle Action Plan on September 7, 2011, the Dayton Transportation Plan 2040 on
September 6, 2017, and other plans that include the greater Southeast Dayton geography; and

WHEREAS, The Southeast Dayton Neighborhoods Vision ("Plan") builds on the
directions, policies, and recommendations established in the aforementioned documents; and,

WHEREAS, The City Plan Board, on October 12, 2021 in Case PLN2021-00444,
reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and
considered the Plan to be a component of an updated comprehensive plan for the City of Dayton;
now, therefore,

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

Section 1. The City supports the recommendations in the Southeast Dayton
Neighborhoods Vision plan and in partnership with various organizations, government bodies,
and residents, shall use the Plan to guide investments in the geography encompassed by it.

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

Adopted by the Commission ...................................., 2021

Signed by the Mayor ........................................, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
# Southeast Dayton Neighborhoods Vision

**Prepared for**  
The City of Dayton

**City Manager**  
Shelley Dickstein

**Consultant Team**  
Urban Design Associates

**Southeast Steering Committee and Stakeholders**  
**City of Dayton**  
Todd Kindsey Director  
Steve Gondol Deputy Director  
Joe Weinel Chief Engineer  
Tony Kroeger Planning Division Manager  
Verletta Jackson Community Engagement Manager  
Chris Lipson Senior Economic Development Specialist  
Abigail Free Planner  
Susan Vincent Planner  
Jennifer Hanauer Planner  
Holly Hornbeck Planner  
Jeff Green Planner  
Charles Porter Recreation Facility Specialist

**Southeast Dayton**  
Karen DeMasi Director of Community Development  
Katie Lunne Senior Project Manager  
Nicole Steele Senior Project Manager  
Erika Hubber Community Development Specialist  
Alexis Vaske AmeriCorps Vista

**Ohio Metropolitan Planning**  
Dani Jacoby Executive Director  
Joe Williams Vice President

**Southeast Horizon Association**  
Judy Orick President

**Miami Valley Lawn Bowel**  
Chuck Keyodoski Owner

**Mission of Mary Collaborative**  
Mike Schulz Executive Director

**Max Street Health**  
Katie Ianni Outreach Executive

**Patterson Park Civic Association**  
Joyce Gibbs President

**Beck Elementary**  
Bryan Krutsogard Principal

**St. Philip's Episcopal Daycare**  
Jennifer Hurb Regional Manager  
Carol Prudden Manager

**Twin Towns Neighborhood Association**  
Leslie Sheward President

**University of Dayton**  
S. Tod Bucaro Government Relations Director  
David Schmidt Assistant Vice President for Planning and Construction Management

**Walnut Hills Neighborhood Association**  
Peggy Weaver President

**Woolery Cemetery**  
Angelina Hosehouer Manager of Development and Marketing

**Yoga of Greater Dayton**  
Megan Sullivan Community Impact Director  
Carly Hall Site Coordinator; Cleveland Elementary

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- Belmont
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Wayne Avenue: A vision for the future of Wayne Avenue.
INTRODUCTION

Southeast Dayton is comprised of healthy, desirable neighborhoods with opportunities to enhance retail nodes, trail connections, and parks. This planning process brought residents and stakeholders together to form a comprehensive vision for the community.

SUMMARY

Strong, committed neighborhood associations and residents care deeply about Southeast Dayton. This is reflected in the initiatives and investments occurring around the area and the robust participation of neighborhood associations. However, the entire geography lacks a unified vision that links the neighborhoods to one another, and by extension, to Dayton as a whole. This neighborhood vision document identifies opportunities to connect and strengthen the existing neighborhoods. The strategy for revitalization follows the City’s asset-based investment and development strategy: build on assets, focus on highest and best use, apply specific solutions with place-making, and prioritize nodes. This plan integrates all planning efforts in Southeast Dayton, identifies gaps in the planning, and provides a singular vision that allows for flexibility and clear redevelopment opportunities.

The City should focus simultaneously on improving retail nodes, such as the Wayne Avenue corridor and the Belmont Business District, and on improving access to trails and open spaces. Building new housing that appeals to a wide market, especially seniors, is increasingly important for the continued success of these desirable neighborhoods. Sites such as the former Belmont High School present opportunities to raise the value of surrounding areas and increase housing choices. A cohesive framework between these neighborhood nodes, opportunity sites, and open space amenities is an essential component of catalyzing corridors and uniting these communities.

The Study Area Boundary

The Southeast Dayton study may be geographically smaller than the other quadrant study areas, but the neighborhoods are well connected. Therefore the strength of one business district, corridor, or park has a greater impact on any adjacent neighborhood. Unlike other parts of Dayton, divisions between neighborhoods are often streets and not geographic features. The southeast quadrant is bounded by the:

- City boundary to the east
- City boundary to the south
- Woodland Cemetery and Wayne Avenue to the west
- U.S. Highway 35 to the north

Untangling the existing plans and understanding how they relate is a crucial first step.

SOUTHEAST DAYTON NEIGHBORHOODS

- Belmont
- Eastmont
- Heathstone
- Linden Heights
- Patterson Park
- Shroyer Park
- Twin Towers
- Walnut Hills

An aerial view of Twin Towers, Linden Heights, Walnut Hills, Eastmont, and Belmont illustrating the connectivity of all of the neighborhoods.

The Southeast Dayton study area is comprised of 8 neighborhoods.
The History of Dayton’s Southeast Neighborhoods

By Samiran Chenehani, HistoryWorks, LLC

HISTORY

Southeast Dayton is comprised of eight neighborhoods: Belmont, Eastmont, Heirathorne, Linden Heights, Patterson Park, Shroyer Park, Twin Towers, and Walnut Hills. Located to the southeast of the original Dayton plat laid out by Daniel Cooper and east of the Great Miami River, the site was originally in Dayton Township and comprised of rich agricultural land. In 1841, the same year that Dayton was incorporated, Van Buren Township was carved out of Dayton Township. The southeast neighborhoods are situated in northern portion of what was Van Buren Township.

The Miami Valley had long been home to indigenous peoples. Prior to the Greenville Treaty of 1795, it was home to the Miami tribe. An early Euro-American settlement in the area was that of the Watervliet Shaker Society, formed on the banks of Little Reaver Creek after the community settled there in 1805. The community was called Shaktown later during the nineteenth century. The present-day Watervliet Avenue, called Shaktown Road during the mid-nineteenth century, is named for the community. By the 1830s, Xenia Road (which then extended to Linden Avenue) connected these agrarian communities north to downtown Dayton and east to Xenia. Wilmingon Turnpike (now Wilmingon Pike), which branched from Waynesville Road (now Wayne Avenue), provided transport to the settlement at Wilmingon to the south. The Southern Ohio Lunatic Asylum, later called the Dayton Mental Health Center, was the second mental health institution in Ohio and was constructed at the intersection of Wilmingon Pike and Wayne Avenue in 1835. Over the nineteenth and twentieth centuries, the original building was added to and several other buildings constructed on the property, eventually making it a self-sustaining community. The expansive Victorian main building, which is listed on the National Register of Historic Places, ended its operation in 1978. The site now operates as 10 Wilmingon Place, a senior living community.

Van Buren Township was particularly renowned for the high-quality limestone, known as “Dayton Marble,” which was mined from its stone quarries. Indigenous peoples had long used the rich stone deposits, as evidenced from artifacts. Later during the 1820s, Euro-American settlers discovered deposits of limestone near Beavertown, south of the neighborhoods. The limestone was used rough-cut to construct buildings in Dayton and its vicinity. The high demand for stone for the construction of the Miami Erie Canal during the 1830s coincided with the discovery of new deposits further north closer to Dayton. The newer quarries were located near Wayne Avenue and its intersections with Wilmingon Pike and Watervliet Avenue, in present-day Walnut Hills, as well as in present-day Belmont. Stone from Van Buren Township quarries was used for building canal locks of the Miami Erie Canal, the old and existing Courthouses in Dayton, as well as the old library building in Cooper Park that stood on the site of today’s main Dayton Metro Library. Upon the arrival of the railways, Dayton Marble was exported throughout the state for the construction of buildings.

The Cincinnati, Dayton and Hamilton Railroad was the first to operate in Dayton. Its construction began in 1846 in the Miami Valley, attracting Irish and German immigrants who were looking for work. These immigrants stayed on to work in Dayton’s new factories. Dayton’s expansion into Van Buren Township was triggered by immigration, particularly of Germans. With the influx of immigrants, Xenia Avenue, known at the time as “The Dutch Boulevard,” became a vibrant hub of social, cultural, retail, and commercial activity. The German settlers in the Twin Towers area, which was platted during the 1840s and 1850s, coalesced around two institutions – St. Mary’s Catholic Church, established in 1855, and the German Ortoberin United Methodist Church, which was established in 1890. During the last quarter of the nineteenth century, Orthodox Jews from Russia and Lithuania settled in the area, coalescing around the Beth Abraham Synagogue located on Wayne Avenue near Jones Street.

St. Mary’s Catholic Church and the Otterbein United Methodist Church have been significant for the southeast Dayton community through the twentieth century. In 1906, a new building housing the Catholic Church was constructed, replacing the earlier one. The later St. Mary’s Catholic Church is listed on the National Register of Historic Places. In 1968, the Otterbein United Methodist Church was replaced with a mid-century modern church and community center which remains standing. The modest Beth Abraham Synagogue building on Wayne Avenue was destroyed in the Great Flood of 1913, and subsequently many members of its community moved to higher ground in the Dayton View area.

If the railroad brought in immigrants and catalyzed Dayton’s industrial growth, the development of the city’s streetcar system was crucial to its expansion, including of its southeast neighborhoods, particularly during the early decades of the twentieth century. In 1872, Wayne and Fifth Street Railroad began operating a horsecar from First and Main streets to the Asylum via Wayne Avenue. In 1881, the Fifth Street Railway Company started operating a horsecar from Fifth and King Street to Fifth Street and Linden Avenue in the southeast. The line, which became part of the People’s Railway, was electrified in 1896. By the early 1920s, electric streetcar lines and new traction lines crisscrossed Van Buren Township. The new lines were geared toward...
suburban development, making it easy for residents to commute to the city. This helped propel the growth of communities in the southeast of the city, changing the agrarian landscape of the area and shaping the neighborhoods that comprise it in the present day.

Linden Heights and Walnut Hills were the earliest streetcar suburbs, with platting beginning during the 1880s and accelerating at the turn of the century when the streetcars were electrified. Walnut Hills developed with a focus on the streetcar along Wayne Avenue; Linden Heights, which took its name from a small subdivision platted in 1909, benefited from the Fifth Street Railway along Linden Avenue. The subdivisions comprising these neighborhoods comprised of modest lots laid out in grid-iron patterns, typically with services alleys between street-facing lots. The neighborhoods were home to workers who commuted to the NCR facility to the west or to Delco and Frigidaire factories in Webster Station near downtown Dayton.

Belmont, which was originally a small community comprised of seven dwellings in 1898, developed into the largest neighborhood in the area after the Dayton & Xenia Traction Company began running its cars through the area in 1906. During the 1920s, Delco and other industries set up factories in Van Buren Township, which in turn furthered suburban growth there. It was platted during the first two decades of the twentieth century, eventually extending from Wilmington Pike to the west and the Baltimore and Ohio Railroad (Norfolk Southern Railroad) line to the east, and from Wayne Avenue to the north to Patterson Road to the south. The period of its platting was also one of significant development in suburban planning. Early plats were laid out in grid-iron patterns, similar to Linden Heights and Walnut Hills. The later plats, from the 1900s and 1920s, were formed of curvilinear roads, following the idea of picturesque suburbs forwarded by the nationally renowned Olmsted Brothers' landscape architectural firm adapted with the growing popularity of automobiles in view.

Patterson Park and Shroyer Park, which developed from the 1920s to the 1940s, were all influenced in their layout by the Olmsted Brothers' planning principles. These four neighborhoods were annexed to the City of Dayton in 1930.

Growth of neighborhoods in the southeast slowed during the Great Depression and Second World War, only to resume during the economic boom and the arrival of returning veterans that triggered a demand for housing in Dayton. In the 1950s, Eastmont was the last of the neighborhoods to be platted and the last of the southeast neighborhoods to be annexed to Dayton in 1955. A mid-century automobile suburb, Eastmont features curvilinear roads ending in cul-de-sacs.

The major arteries, particularly Wayne Avenue north of Wilmington Pike, Xenia Avenue, and Linden Avenue, were characterized by retail and other business interspersed between single homes. While the construction of US-35 during the 1960s and the economic downturn and suburban flight that followed the construction of highways took a toll on the neighborhoods and the local businesses that they supported, the southeast neighborhoods remained more stable than others in Dayton. In spite of these mid- and late-twentieth century challenges, the southeast neighborhoods retain much of their historic fabric. The single homes of historic Revival styles, the American Foursquares, the Cape Cods and the Ranch homes showcase the popular types and character of the time they were constructed. Public parks, such as the Belmont Park and Walnut Hills Park laid out during the 1920s, continue to serve residents of the neighborhoods. Businesses, such as the National Register-listed Westbrook Funeral Home and the Esther Price store, both on Wayne Avenue, display a continuity with the past. With newer retail and business facilities flanking the road, Linden Avenue retains a commercial character. Historic institutions, such as St. Mary's Catholic Church and the re-purposed asylum buildings, stand as historic markers of earlier periods in the history of these southeast neighborhoods.
Planning Process

COMMUNITY ENGAGEMENT

The engagement process listened to residents' needs and visions and translated these into actionable projects. The three-step process previously used for the other three city quadrants was adapted to a hybrid virtual format due to the COVID-19 pandemic; the expanded tools allowed for a wider participation and more options for engagement. Tools used included:

- Project website as a central location for project information and engagement
- Virtual Meetings for stakeholders and the public were hosted via Zoom; hybrid meetings with city representatives and a group of socially-distanced participants were also effective in providing options
- Interactive Mapping tool was designed for participants to explore interventions in detail and leave place-based comments.

The team listened to stakeholders and residents with multiple feedback loops and invited all partners to participate in the decision-making process. Each stage, input is guided into the urban design and policy recommendations.

Step 1: Kick-off & Understanding

- In-depth download from City and CityWide staff about planning work-to-date
- Sharing of data, base-mapping, and drawings of proposed ideas
- Meetings with key stakeholders, such as business owners and neighborhood institutions, who have been active or will be central to executing the vision in the future
- Public Forum for all members of the community to provide input

Step 2: Defining the Vision

Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that included:

- Coordination of existing plans for catalytic projects
- Discussions about revitalizing commercial corridors and nodes
- Virtual public meetings for the community to provide feedback and build support

Step 3: Documenting the Vision

- Further refinement of catalytic housing and development strategies
- Final Public Forum for the community

STAKEHOLDERS & PARTNERS

The planning process connected stakeholders and helped to leverage potential partnerships within the neighborhood. The stakeholders and partners who participated are active neighborhood leaders who will be engaged in the implementation of projects.

- Residents
- City of Dayton
- CityWide
- Schools
- Bike Miami Valley
- W.A.T.T. Business Association
- Walnut Hills Neighborhood Association
- Linden Heights Community Council

Community Feedback

Community members were encouraged to make suggestions during the vision workshop, which took place via Zoom meetings.

MEETING DATES

- Twin Towers Neighborhood Association
- Dayton Metro Library
- Belmont-Eastmont-Heathstone Community Council
- East End Community Services
- Belmont Business Association
- Patterson Park Civic Association
- East End Community Services
- Belmont Business Association
- Patterson Park Civic Association

ASSEMBLING PREVIOUS PLANS

The plans, projects, and other relevant information were consolidated into a single drawing that served as the base to begin to think about how the neighborhoods could be strategically stitched and linked together. The drawing that resulted from this work is shown on the following page.

Neighborhood Discussion: Zoom Break-Out Rooms, focused on each neighborhood in Southeast Dayton, were utilized in place of small, in-person group discussions.

Google Street View: In place of in-person walking tours, residents described their favorite spots and the problem areas in their neighborhoods.

- Step 1: October & November 2020
- Step 2: December 2020 - February 2021
- January 19 & 21: Public Meetings
Existing Plans and Projects

FOCUS AREAS
- Potential improvements on new tracts
- Development opportunities: small businesses
- Planned walkways and aesthetically enjoying improvements
- Development opportunities: school districts
- Development opportunities: small businesses
- Development opportunities: park extension
- Development opportunities: new town
- Development opportunities: park access
- Planned walkways and aesthetic improvements
- Planned walkways and aesthetic improvements
- Development opportunities
- Potential improvements or new town

GATEWAYS
1. Wayne Avenue/Bowery Street
2. Wayne Avenue/Amsterdam Street
3. McClure Street Bridge
4. Mission Eastern Avenue
5. Steve Shanklin/Eliza Avenue
6. Walnut Hills Park on Wayne Street
7. Northside Park on Northside Avenue
8. Wayne Avenue/Brady Avenue
9. Ward Recreation Park on Western Pike
10. Eastown Recreation Center on Linden Avenue
11. Men's Horse Trails on Linden Avenue

CORRIDORS
- Wayne Avenue: aesthetic improvements
- Wayne Avenue: aesthetic improvements, slow vehicular speed
- Steve Shanklin/Brady: connections to area
- Linden Avenue, aesthetic improvements
- Smithville Avenue: aesthetic improvements
- Waterfield Avenue: aesthetic improvements
- Northside Avenue: aesthetic improvements
- Walnut Hills Avenue: aesthetic improvements, slow vehicular speed
- Patterson Road: slow vehicular speed

PREVIOUS AND ONGOING PLANS
- Riverfront Master Plan (2018)
- Xenia Avenue Corridor Plan (2020)
- Wayne Avenue/Xenia Avenue Commercial Redevelopment Plan (1999)
- Walnut Hills Park Strategic Plan (2017)
- Twin Towers/Xenia Avenue Revitalization Plan (1998)
- Twin Towers Crossing Housing Strategy (2006)
- Patterson Park Neighborhood Association Strategic Planning
Common Themes

INVEST IN EXISTING PARKS AND CONNECT NEIGHBORHOODS TO TRAILS

Invest in Park Improvements
The neighborhood associations are maintaining and leading design processes for future investments in the existing parks. This plan explores recommendations for nearly all the parks in the Southeast, from improving visibility and access, to new amenities, to park furniture and creating new gathering space, to connecting trails and paths, to new proposed signage. These improvements will continue to increase the pride and use of these parks.

Improve Access and Connections to the Dayton-Kettering Connector and Iron Horse Trails

The Dayton Kettering Connector and Iron Horse Trail are valuable assets for these neighborhoods, connecting to University of Dayton, downtown, the Creekside Trail, and, in the future, to the Flight Line. Certain access points could be improved, particularly in Shroyer and Patterson Park and at Eastown Shopping Center to the Iron Horse Trail. Mexico and biking connections through the neighborhoods and along corridors can be improved so that residents can safely access these trail amenities.

ENHANCE NEIGHBORHOOD RETAIL NODES

Pedestrian Safety and Comfort Improvements
Wayne Avenue, Watervliet, and Shroyer and Patterson have businesses and services located on them that residents enjoy walking to. In all three cases, these areas need improvements to enhance the walkability, such as wider sidewalks, more frequent crosswalks, defined parking (with curb extensions/bump-outs), and streetscaping improvements.

Develop Underutilized Sites
Residents identified a handful of important development sites at key intersections — Wayne and Wyoming, Shroyer and Patterson, Patterson and Wilmington. These sites are opportunities for more neighborhood-serving retail, restaurants, and services to which people can walk and ride bicycles.

Commercial Facade/Reduction Grants
The properties and businesses Watervliet would benefit from targeted renovation grants. These grants could be used for facade improvements, traffic calming, and other uses that help small, local businesses stay flexible and responsive to current needs.

IMPROVE ACCESS AND VISIBILITY

Make Access to Xenia Avenue Intuitive
Twin Towers has suffered because Xenia Avenue is difficult to navigate to both the west end at US 35 and Keowee Street and on the east end where it does not connect to Steve Whalen and turns into a residential street before connecting with Lindenhurst Avenue. Simplifying access on both ends would bring more traffic and people to the Twin Towers neighborhood to support the institutions and businesses, and increase interest in the residential neighborhood.

Build On The Strength of Desirable, Healthy Neighborhoods

Build New Infill Housing
The neighborhoods of the Southeast quadrant are stable, healthy, and desirable. Even with the stability of the neighborhoods, high-quality infill housing will expand the choices of current residents to stay in the neighborhood through all life stages and will allow new residents the opportunity to move to the Southeast neighborhoods. New housing increases the property values of current housing by showing that investment is happening in the neighborhood. Sites for new housing include the former Belmont High School site, vacant lots throughout the neighborhood, and new mixed-income development at commercial nodes.
**Place- and Asset-Based Development Framework**

The City’s Adoption of Asset-based Development

In 1998, the City of Dayton began to employ asset-based development strategies to revitalize communities employing the following principles:

- **Assets**: Identifying the strengths of neighborhoods, people, and places.
- **Relationships**: Effectively engaging residents and key stakeholders in meaningful dialogue about their community while clarifying roles, limitations, and opportunities.
- **Strategic partnerships**: Engaging businesses, non-profit institutions, and residents around mutual self-interest and a consensus vision.
- **Leveraged investment**: Building on public investments and attracting new funding and partners.

The City has played an active role in establishing asset-based community development projects throughout the City. In the Southeast geography, perhaps the greatest assets are stable, desirable neighborhoods with sound housing stock. The geography is further supported by open spaces in the form of parks and trails, as well as viable commercial areas. This plan seeks to build on these assets and use them to help guide investment into the future.

Using this approach, over the last decade, hundreds of million dollars in investment has occurred in Dayton.

**KEY NODES IN SOUTHEAST DAYTON**

- Wayne Ave. and Keowee St.
- Wayne Ave. and Wyoming St.
- Xenia Ave. at McClure St.
- Steve Whalen Blvd. and Xenia Ave.
- Linden Ave. and Ironton Horse Trail
- Linden Ave. and Smithville Rd.
- Wayne Ave. and Walnut Hills Park
- Old Belmont School Site
- Belmont Business District
- Shroyer Rd. and Patterson Rd.
- Patterson Rd. and Winton Ave.
- Jane Newcom Park

**Opportunity Nodes**: Key nodes, shown in orange, are linked with the open space network.
15-YEAR VISION FOR SOUTHEAST DAYTON

Concentrated, precise initiatives tailored to the needs of a specific corridor or neighborhood, will enhance the health of all of the neighborhoods of Southeast Dayton.

- New housing on the former Belmont High School site
- Aesthetic and streetscape improvements along Waterlily Ave
- Aesthetic improvements and mixed-use interventions at Eastown Shopping Center
- Improving connections to open space amenities, such as the Iron Horse Trail, Lohrey Recreation Center, and Woodman Pen Patterson Park

Patterson Park and Shroyer Park are mature neighborhoods with engaged residents. Several ideas that emerged include:

- Supporting businesses and strengthening the aesthetics of commercial edges at Wilmington and Patterson as well as Shroyer and Patterson
- Improving the quality and maintenance of recreational assets at Jane Newcom Park

IMPLEMENTATION

The final section of this Vision Plan focuses on the sequencing necessary to achieve each project and initiative described in the plan. Projects are categorized as publicly-led or privately-led. The implementation section outlines project leads, time frames, and potential funding sources.
Open Space Framework Plan

One important gap that the residents and stakeholders identified is that opportunities and assets are not well connected. More so than any other quadrant in the city, these neighborhoods are primarily residential and struggle with connecting existing assets to each other. To address this issue of connectivity, this vision plan focuses on improving corridors, increasing walkability within and between neighborhoods, and enhancing the recreational and natural amenities.

Iron Horse Trail/Future Flight Line
Extending from Kettering and connecting to the Creekside Trail, the future Flight Line, and the Mad River Trail, the Iron Horse Trail is a well-used path to traverse the southeastern neighborhoods on foot or by bicycle. In the near future, the Iron Horse Trail will connect to the Flight Line, a proposed trail system on an old railroad line. This connection will prove extremely valuable as it will provide a major link to Historic Inner East, Oregon District, and downtown. Where possible, enhancing the edges, designing pleasant access points, and providing recreational programming along the trail should be prioritized, in particular at these locations:

- Eastown Shopping Center at Linden Ave
- Eastown Shopping Center at the southern end of the property
- Arcadia Boulevard
- Woodman Drive
- Patterson Road

Walnut Hills Park
Following the existing strategic plan, the improvements proposed aim to increase accessibility and visibility of the well-loved park.

Highland Park & Steve Whalen Blvd
A remnant of an incomplete highway project, Steve Whalen Boulevard should be better tied into the amenities at Highland Park. The multi-use path along Steve Whalen Blvd could be better connected to adjacent neighborhoods to the east.

Nordale Park
With possible housing at the former Belmont High School site to the north, Nordale Park should connect to Belmont High School, 10 Wilmington Place, and the library.

Lohrey Recreation Center & Woodman Fen
Nestled between Immaculate Conception Church and Iron Horse Trail, these two parks are excellent community amenities for youth athletics and leisurely recreation.

Patterson Park
At the southeast commercial corner of Sherer Road and Patterson Road sits the heavily-wooded, underutilized Patterson Park open space area. This is a unique opportunity to activate a gathering space at the intersection of two neighborhoods.

Jane Newcomer Park
Issues with maintenance and accessibility should be solved to enhance the well-loved neighborhood amenity.

Dayton-Kettering Connector
Trail connections at Irving Avenue and Patterson Road should be improved.
Access points to the many trails in Southeast Dayton should be improved, like the one at Irving Avenue to the Dayton-Kettering Connector above, so they are both safer and better utilized.
TWIN TOWERS, WALNUT HILLS, LINDEN HEIGHTS

Desirable residential neighborhoods in this area are lined with vibrant commercial corridors and rely on walkability and connectivity.

INTRODUCTION

The three neighborhoods tucked between US 35, Wayne Avenue, and Smithville Road are mature residential neighborhoods that are well positioned to draw on the economic strength of downtown, South Park, and the University of Dayton.

Twin Towers, the northwestern most neighborhood of the three, has been the focus of the August 2020 Xenia Avenue Corridor Plan by CityWide. Once a bustling commercial corridor, Xenia Avenue is the location of several businesses and institutions but has challenging connections on both the east and west. Mission of Mary Cooperative, East End Community Services, New Hope Church, and Ruskin Elementary School are institutions that have largely driven the neighborhood evolution, making building improvements, providing park maintenance, and more. Providing better connectivity for these existing services would help existing operations thrive and continue to stabilize the neighborhood.

Walnut Hills is one of the most stable residential neighborhoods in the southeastern quadrant. With a strong Neighborhood Association, a well-maintained park, and good visibility and access the recommendations relate to continuing to build on this strength. The edges of this neighborhood are the most vulnerable to vacancies and poor maintenance.

Just to the east of Twin Towers lies the strong residential neighborhood of Linden Heights. Relatively minor recommendations focus on individual properties that are underutilized and the edges of the neighborhood.

The commercial corridors of this region act as hard edges with little incentive for pedestrians to cross rather than seams joining neighborhoods together. This lack of walkability causes issues for the viability of retail and other commercial enterprises along car-oriented corridors. Re-evaluating the streetscapes and condition of the pedestrian realm should be a priority for this group of otherwise strong neighborhoods.

Wholly Grounds is one of many successful businesses located along Wayne Avenue, a busy car-oriented corridor connecting downtown to the south with very few pedestrian-oriented spaces.

Twin Towers’ highly active institutions and vibrant commercial uses are located primarily along Xenia Avenue and centered around Ruskin Elementary School.

XENIA AVENUE CORRIDOR PLAN OBJECTIVES

- Evaluate parcel conditions and make recommendations that positively impact the corridor
- Improve the entrance to Xenia Avenue from Keowee Street creating a business district and neighborhood gateway
- Introduce incremental steps to create a node around some of the corridor’s strongest assets
- Identify potential opportunities to address food insecurity and other retail needs for residents
- Identify opportunities to make Xenia Avenue a destination for people outside the neighborhood
- Support East End and CleanEnergy4All leadership by prioritizing plan elements

Walnut Hills and Linden Heights feature rolling topography and older architecture.

The residential neighborhoods in this area are strong and active.
Wayne Avenue Corridor: Overview

OVERVIEW

The Wayne Avenue corridor is a major arterial connecting Downtown to the southeastern neighborhoods and beyond, including Kettering. Particularly at peak commuting times, this corridor carries heavy traffic volumes to and from employment centers. The uses along the corridor are largely commercial, and Wayne Avenue connects South Park to the west and Twin Towers and Walnut Hills to the east. Important nodes along this corridor include the Y-shaped intersection at Wilmington Street, the intersection at Wyoming Street, the most heavily trafficked intersection at Keowee Street, and the underpass at US 38.

Challenges
- Wayne Avenue is uncomfortable and unsafe for pedestrians to walk along and cross due to infrequent crosswalks and five lanes of fast-moving traffic.
- Several commercial properties are currently underutilized.
- The asphalt is in poor condition and requires maintenance and/or repaving.

Five travel lanes are necessary between Keowee Street and Wyoming Street due to high traffic counts (this segment serves over 20,000 cars daily).
- Although Wayne Avenue serves as an entrance for many of the surrounding neighborhoods and Downtown, it lacks signage and any sense of gateway.

Opportunities
- The traffic counts north of the Keowee Street intersection and south of Wyoming Street are low enough to reduce lanes.
- Keowee is a destination and pedestrian safety walking to and from the store are concerns. Any redevelopment or reinvestment in the property presents an opportunity to make this a safer, more beautiful destination.
- Several contiguous vacant parcels on the northeast corner at Wayne and Wyoming present an opportunity for development.

RECOMMENDATIONS

Wayne Avenue & Keowee Street
Due to its connection to US 38, this intersection provides a crucial north-south link-in and out of Downtown. The City should redesign Wayne Avenue to provide on-street parking where possible, clarify traffic flow patterns, and establish gateways using signage. These changes paired with streetscape improvements like landscaping, lighting, and signage will benefit businesses lining the corridor.

Adams Street is a one-way, westbound street that intersects with Wayne Avenue and Keowee Street leading into a quiet South Park neighborhood. Narrowing the street and enhancing street furniture would deter drivers.

Each colored segment represents a separate Wayne Avenue improvement project.
from cutting through this street. The parking lot in front of the Halal International Market could be activated with signage to improve the appearance of the corner.

Wayne Avenue & Wyoming Street
Located at the convergence of three neighborhoods, this intersection has a suburban context that is not appropriate for its urban location. The City should work together with the private sector to develop new commercial and institutional uses at the vacant northeast corner. The City should clarify traffic flow patterns and enhance the pedestrian realm with new lighting, a wider sidewalk, and street trees.

Just south of the intersection at Wayne Avenue and Wyoming Street, the grocer Kroger serves the region. Kroger does not own the building; however, in the meantime, this site should undergo maintenance to improve the parking lot slope, facade, signage, and landscaping. A signalized pedestrian crossing for Kroger access should be constructed to improve pedestrian safety, as the nearest crosswalk is at Wyoming Street.

Walnut Hills Park
Walnut Hills Park is a well-used neighborhood asset maintained by the Walnut Hills Neighborhood Association's park team. The strategic plan includes: adding signage; basic repairs and maintenance; hosting community events; adding parking at the end of Clarence Street; enhancing ADA-compliant accessibility; and adding benches, picnic tables, and a mural.

In the longer term, the WHA's park team will continue to work with the City to replace the retaining wall along Wayne Avenue to match the walls at the intersection of Wayne Avenue and Wilmington Avenue and to incorporate a new staircase/ramp to enhance accessibility and visibility from Wayne Avenue. Due to the surrounding topography, visibility and access should be a focus.

Xenia Avenue in Twin Towers
Historically a prominent commercial corridor, Xenia Avenue is currently the location of several successful businesses, Ruskin Elementary School, a cluster of churches, and residential houses and buildings, some of which are vacant or in disrepair. Residents and stakeholders agree that Ruskin Elementary should have a new front door on Xenia Avenue. Drop-off and pick-up times at the school cause congestion on neighboring streets and put pressure on available parking spaces. The City should acquire and develop an attractive event space/parking lot where the vacant convenience store is now located. This plaza would provide a new resource for the school while providing a long-term asset for whatever development occurs near in this section of the corridor.

New Hope Church's buildings on the south side of Xenia Avenue between Fillmore Street and Steele Avenue have existing storefronts that would be ideal locations for small retail, restaurant, or cafe businesses. Local businesses and services should be recruited to occupy these spaces to help activate this section of the corridor.

One of the major obstacles that hinders development along the Xenia Avenue corridor is connectivity on either end. To the west, the intersection at Keowee Street and Xenia is confusing and dangerous for drivers and pedestrians alike. The on- and off-ramps of US-35 do not align with Xenia Avenue, making it difficult and not intuitive for drivers to access the corridor. The City should prioritize realigning the US-35 ramps to create a four-way intersection with Keowee Street and Xenia Avenue. This would clarify traffic flow patterns, enhance the pedestrian realm, and improve connectivity to Xenia Avenue.

East End Community Services, New Hope Church, and Mission of Mary Cooperative are vital institutions in the area that should continue to be heavily involved in future engagement.

Steve Whalen Boulevard in Linden Heights
Steve Whalen Boulevard connects the neighborhoods north and south of US 35 and provides access to the highway. Because it was built as part of a highway system that was never completed, it is over-scaled for the volume of traffic it currently carries. Steve Whalen Boulevard improved north-south connectivity but creates an east-west barrier between Twin Towers and Linden Heights. It bypasses Xenia Avenue and ends abruptly at the convergence of three neighborhoods. Residents and stakeholders recommended during the engagement process that a vehicular and pedestrian connection be created between Xenia Avenue and Steve Whalen Boulevard to connect Xenia Avenue and Twin Towers to other parts of the City and surrounding neighborhoods. The City's analysis concluded that steep grades would make a connection challenging and costly. A full interchange with movement in all four directions is not likely. This topic is important to the neighborhoods, so the City should continue to explore the feasibility and benefits of a connection.

At the southern end, Steve Whalen Boulevard ends at Wyoming Street. Here, the objective is to create a gateway with signage to celebrate the convergence of Twin Towers, Walnut Hills, and Linden Heights. Wyoming Street is an important east-west connection between Walnut Hills and neighborhoods to the west of the study area. Primarily lined with residential uses, this corridor has great potential as a walkable, friendly neighborhood street. The City should continue to address vacant buildings, absentee landlords, and lack of maintenance through code enforcement and targeted acquisitions.

Steve Whalen Boulevard also borders Highland Park, a well-maintained recreational asset. The City should enhance trails to, from, and within the park.
Wayne Avenue Corridor:
Keowee Street

OVERVIEW
The segment of Wayne Avenue at the northern edge of the study boundary carries between 15,000 and 20,000 cars per day and out of downtown. The US Route 35 overpass marks a clear divide between downtown and the southeastern neighborhoods. Wayne Avenue is home to local businesses that serve the residential neighborhoods.

The intersection of Keowee Street and Wayne Avenue is the most heavily-traveled along the corridor with the primary movement being the southbound left turn from Keowee to Wayne. Directly across from Keowee is Adams Street, a one-way west bound residential street that is often used as a cut-through.

Keowee Street is designed more like a highway than a neighborhood arterial and is therefore dangerous for pedestrians. Additionally, the traffic flow between Keowee, the Xenia Avenue Corridor, and on- and off-ramps of US 35 is complicated, with two intersections spaced very close to one another. This deter traffic from accessing Xenia Avenue, a burgeoning commercial/institutional corridor.

Challenges
- Lack of gateway between downtown (north of the US 35 overpass on Wayne Ave) and Buckeye St
- Lack of parking for the commercial uses on the southwestern side of Wayne Ave
- Too much cut-through traffic on Adams St
- Confusing and dangerous intersections at Keowee St, Xenia Ave, the on/off-ramps of US 35, and the entrance to Dayton Smart Elementary School; this also deter traffic from the Xenia Ave commercial corridor
- Lack of pedestrian infrastructure, including crosswalks, street trees, landscaping

Opportunities
- The large vacant building at Wayne Ave and Buckeye St could serve as a community hub and/or commercial space
- From Bainbridge St to Keowee St, Wayne Avenue could be narrowed to accommodate on-street parking on the southbound side of the street
- The surface parking lot owned by the Halal International Market at Wayne and Adams is underutilized and could be programmed with temporary events (i.e., food trucks, picnic tables, etc.) and signage to activate the highly visible corner
- Realignment of the on/off-ramps of US 35 and Xenia Ave to meet at a four-way intersection at Keowee St would create extra space for Dayton Smart Elementary School and enhance pedestrian safety

RECOMMENDATIONS
A New Gateway to the Southeast

The overpass of US 35 over Wayne Avenue creates a clear distinction between downtown Dayton and the southeastern quadrant of neighborhoods. This neighborhood vision plan recommends that the City formalize an entrance and enhance the pedestrian realm to encourage continued investment along Wayne Avenue. These improvements could include:
- Activating the vacant building at the corner of Buckeye St and Wayne Ave
- Adding signage (i.e., "Welcome to the Oregon District" heading northbound and "Wayne Avenue Business Corridor" southbound) to give the area an identity
- Adding street trees and other landscaping to linear up the pedestrian realm
- Adding decorative lighting and/or murals underneath the overpass to enhance the transition between neighborhoods

Southbound Wayne Ave Road Adjustment
According to data collected by the City, Wayne Avenue between Bainbridge Street (just north of...
of the study boundary) and Keowee Street carries a slightly lower volume of daily traffic than the stretch south of Keowee Street. Today, there are two travel lanes in each direction with a center turn lane.

Replacing one southbound travel lane with on-street parking would enhance the neighborhood character and provide parking for the retail uses on the west side of Wayne Avenue. Curb bump-outs should match the future plan for Wayne Avenue on-street parking between 5th Street and Bailebridge Street. Additionally, street trees and/or smaller landscaping interventions should be added to enhance the pedestrian realm.

**Adams Street**

According to community feedback, Adams Street is a one-way westbound street leading to South Park that sees a lot of cut-through traffic despite the residential nature of the street. For drivers heading south on Keowee Street to Miami Valley Hospital, Adams Street provides an attractive direct route. However, the street is narrow and residential in character and fast-moving traffic creates safety concerns for the residents. Another reason drivers might take this route is the openness of the first block of Adams Street, which has a generous right-of-way width that lacks street trees, and creates the perception that is a cut-through.

The City should add curb bump-outs and landscaping to narrow the pavement width to visually discourage cut-through traffic.

**Halal International Market Activation**

As previously discussed, the most common traffic pattern in the corridor is the left turn off of Keowee Street onto Wayne Avenue head- ed southbound. Drivers likely originated from downtown or the northeastern neighborhoods and are headed out of the city. Sitting at the intersection, there is little to denote your location or indicate any activity. The Halal International Market is a bustling, locally-owned specialty grocer but operates primarily from the alley behind the building and uses the Wayne Avenue-facing side as a loading dock.

Using the space at the corner of the parking lot to bring activity to the market with a food truck, small farmers markets, or simply a sign indicating the market would enhance that corner to create a more public-facing marketing strategy.

**Keowee- Xenia-US 35 Realignment**

Originating north of the Mud River, Keowee Street is an important north-south arterial connection that carries 4-7 lanes of traffic throughout its length. Just north of its termination at Wayne Avenue, Keowee Street connects to US 35 and Xenia Avenue; however, the configuration of these connections today is overly complicated. Confusion caused by the two adjacent lighted intersections, slip lanes, and entrance to Dayton Smart Elementary School creates an unsafe environment for drivers and pedestrians. Additionally, drivers from any direction are deterred away from Xenia Avenue due to excessive medians and short distances between decision-making points. This lack of accessibility disconnects Xenia Avenue and continues to limit opportunity in the Twin Towers neighborhood.

To combat these traffic flow issues, the City should realign the intersections to simplify the movements. In an ideal scenario, the two lighted intersections could be reduced to one, with the on- and off-ramps of US 35 leading directly to Xenia Avenue without slip lanes. Encouraging vehicular traffic to stop at a clear, single location also improves the pedestrian environment, allowing Xenia Avenue another means of access from Wayne Avenue and the neighborhoods to the west. Signage, street trees, banners, street lighting, and other place-making interventions should be included if this design is implemented.

Another opportunity that would result from this realignment project is the opening of a large piece of land (now taken up by the on- and off-ramps of US 35) next to Dayton Smart Elementary School. In the past, this building was a community center; today, the school is isolated from the community and lacks recreational resources. This new space could be gifted to the school and be used for soccer fields, tennis courts, or other family-friendly public recreational spaces.
Wayne Avenue Corridor: Wayne Avenue and Wyoming Street

OVERVIEW

The lots on the northeast corner of Wayne Avenue and Wyoming Street have sat vacant for over a decade. Despite the City’s acquisition of the lots and multiple plans to develop these parcels (including a grocery store and a fast-food restaurant), this prime opportunity site has sat empty. All of the buildings around the intersection are set back from the street, with parking lots and curb cuts creating a car-oriented environment that is challenging for pedestrians.

This location is a commercial nexus between two mature residential neighborhoods and could serve as a front door on each side of Wayne Avenue. Other focus areas nearby include the Kroger site just south of the intersection and Park Drive Park just north on Wayne Avenue.

Challenges
- Slip lanes, lack of medians, and speed of traffic make the pedestrian realm unpleasant and unsafe
- The Wendy’s and gas station sites each require lots of surface parking and need facade and landscaping improvements
- The entry to South Park to the west and Walnut Hills to the east are not very clear
- Mixed-use, retail, or institutional development on the City-owned vacant lots at the northeast corner of Wayne Ave & Wyoming St.
- Highly-visible, landscaped corners
- Additional neighborhood-serving retail at this intersection, supported by residential neighborhoods

RECOMMENDATIONS

New Development on Northeast Corner
The vacant lots at the corner of Wayne Avenue and Wyoming Street is one of the best opportunities for new development in the entire southeast region. Historically, this corner was occupied by commercial uses that had a strong presence at the edge of the street, providing a great urban condition at the pedestrian scale. Although the three other corners at this intersection are more car-oriented, this corner’s development could act as a model for future development in the area. Institutional and small-scale retailers should be recruited as tenants. Community members expressed interest in a cafe, ice cream shop, bookstore, and restaurants with outdoor dining.

Architecturally, the building should appear as multiple small storefronts with a central plaza space as a nod to the historical architectural character on the commercial corridor. Parking in this concept is provided behind the building and accessible off the alley. Curb cuts on lots owned by the City
Wayne Avenue and Wyoming Street should be minimized and occur as far from the intersection as possible.

Activating the Northwest Corner
The new Oak Street Health Walnut Hills clinic is a strong institutional anchor for the area. Due to the setback from the street to accommodate surface parking, the highly-visible corner at Wayne Avenue and Wyoming Street presents a great opportunity for activation. The signage denoting the entrance of the South Park neighborhood is an asset that can be built on, especially if landscaping is adjusted so as not to obscure the small sign. A sign for Walnut Hills was mentioned by many community members as a desire. Temporary uses like food trucks and/or pop-up tents should be explored at the corner of the parking lot to show activity as well as provide an easy lunch option for employees all along the corridor.

Plan of improvements at Wayne Ave, Keowee St, Adams, Xenia Ave, and Buckeye St

Perspective rendering of possible development and streetscape improvements
Pedestrian Realm Improvements
The slip lanes, lack of medians, wide rights-of-way, and curb cuts to the Wendy's and gas station negatively impact the experience of pedestrians along this corridor. Reducing curb cuts and adding landscaping where possible would be a major improvement.

An additional pedestrian crossing should be considered at the north sidewalk of Park Drive Park to allow pedestrian access to the park from the east.

Kroger Site Improvements
A block south of the intersection at Wayne Avenue and Wyoming is the regional grocery store Kroger. Atypical for Kroger, the company does not own the building it occupies. Until then, the existing building could benefit from minor facade and interior renovations to modernize and clean up the appearance of the store. The slope of the parking lot down towards Wayne Avenue has been cited by the community as an issue, with cars regularly drifting towards the busy road if left unattended and inclement weather making driving and parking difficult.

Additionally, pedestrian access to Kroger is significantly lacking. Pedestrians regularly cross Wayne Avenue’s five lanes of traffic at the most convenient location to their use. The center turning lane into Kroger and Walgreens can also back up from the Wyoming Street intersection, further complicating traffic patterns. To increase pedestrian safety and traffic flow clarity, a signalized pedestrian crossing accessing Kroger should be explored.

As with many commercial uses in this area, Kroger is set back from the edge of the street, creating a car-oriented environment that feels disengaged from the community it serves. There is a significant slope up towards the surface parking lot that could be better landscaped. A well-maintained pedestrian connection from Wayne Avenue to the entry of Kroger would improve access to the store.
OVERVIEW

Located off of Wayne Avenue and tucked into the Walnut Hills neighborhood, Walnut Hills Park is a regional asset that contains plentiful recreational amenities. The Walnut Hills Neighborhood Association maintains the playgrounds, baseball field, tennis and basketball courts, and pavilions. A strategic plan was recently made for the park's future and primarily focuses on internal functions and activities. The following recommendations are intended to complement these strategies by improving access to and visibility of the park.

Challenges

- The topography of the park creates issues with accessibility and visibility from all sides of the park.
- The majority of the park is concealed behind private residences; the only public-facing edge on Wayne Avenue has a significant grade change and very little signage to identify the park.
- Lack of parking for regional visitors.

Opportunities

- The surrounding neighborhood is mature and boasts an involved, active neighborhood association in charge of maintenance.
- The retaining walls around the nearby Wayne Ave & Wilmington St intersection are well-liked by the community.
- Seniors and staff at Wilmington Place Retirement Community across the street may use the park more often if accessibility is improved, particularly ADA-compliant ramps and improved walking paths.

RECOMMENDATIONS

Improved Entry on Wayne Avenue

The stone retaining wall along the major grade change between Wayne Avenue and Walnut Hills Park is crumbling and obscures the park's amenities just beyond the hill. One staircase and a very small sign are the only indicators of activities beyond the wall. The City should replace the retaining wall to match those around the nearby intersection at Wayne Avenue and Wilmington Street. A more grandiose staircase and an ADA-compliant ramp should be incorporated into the wall. Larger signage should be visible to drivers and pedestrians and indicate any events programming happening in the park.

Parking should be added at the end of Clarence Street to support the park's users.

In addition to the recommended recreational amenity updates proposed by the park team, Walnut Hills Park should focus on adding and improving the infrastructure for passive uses. Walking paths with plentiful benches, pavilions, and landscaping should be a priority to attract seniors from Wilmington Place into the park.
Twin Towers: Xenia Avenue

OVERVIEW

While the character of Xenia Avenue has shifted away from a predominately commercial one to a predominately residential one, Xenia Avenue has always remained the heart of Twin Towers. Concentrated, targeted investment in key institutions will continue to be the foundation for success in the neighborhood. East End Community Services, St. Mary’s Catholic Church, New Hope Church, and Ruskin Elementary School are strong assets and institutions that are already active in the neighborhood. Focusing development from George Street to Dover Street, renovating existing residential properties, and infilling vacant lots along the corridor will further this vision.

Challenges:
- Lack of active, thriving retail uses along Xenia Avenue
- Lack of connectivity to nearby neighborhoods to the north and west
- Properties that are not well maintained or are vacant

Opportunities:
- Over the next 12-18 months, East End Community Services is planning to relocate from its present location at 624 Xenia Avenue next door to 606-610 Xenia Avenue. This move will offer East End significantly more space to provide vital programs and services to help lift families out of poverty and improve affordable neighborhood housing opportunities and overall public safety. The total investment estimate is roughly $4.5m. The East End initiative will also serve as anchor development within the Xenia Avenue Corridor.
- New Hope Church is investing in the 500 block of Xenia Avenue, converting abandoned storefronts into space for retail, a café, a theater, and church gathering rooms. These uses will complement the existing Head Start Program run by the Miami Valley Child Development Center.
- Vacant Food Mart parcel in the 400 block of Xenia

RECOMMENDATIONS

A New Plan for Xenia Avenue
Ruskin Elementary is disconnected from Xenia Avenue and the other assets immediately in the vicinity. A plaza space bridges this gap and creates a central gathering spot for the neighborhood and corridor.

Whether during school hours or off-hours for the school, this plaza would be functional as a public space: providing parking for the area and school while also having the ability to be gated with limited access at certain times. The flexible space could host farmer’s markets, pop-up food trucks, and provide a location for other gatherings.

- Miami Valley Lawn Mower intends to remain in their current location for the foreseeable future.
- The city can vacate the small alley connecting Ambrose Court and Xenia Avenue and deed it to Miami Valley Lawn Mower for truck parking (eliminating the conflict between trucks and school traffic).
- Build a wall and plant landscaping between Miami Valley Lawn Mower and the new parking court and public space.

Investment and expansion of key institutions along Xenia

The new storefronts New Hope will renovate and activate with café and retail

Redevelopment of the Food Mart site into a plaza connecting Ruskin elementary to Xenia

The Xenia Avenue Corridor Plan (2020) created by CityWide also recommended activating this space.
McClure Street is a critical connection to the historic east neighborhoods and should be conceived equally as a blue, pedestrian, and vehicular route. New sidewalks, trees, landscaping, and pedestrian- and vehicle-lit lighting will encourage residents from one neighborhood to interact with the other and support the commercial opportunities in both.

**Utilize Lincoln Hill Gardens**
This 5-acre site currently contains community gardens, an urban agriculture education area, and orchards. The addition of the Miami Valley Child Development Center to the site will solidify the park as a strong community asset.

**Rendering of the proposed Miami Valley Child Development Center**

**McClure Street Transformation**

A new plaza connects Xenia Avenue to Ruskin Elementary School.
Linden Heights: Steve Whalen Boulevard and Wyoming Street

OVERVIEW

Steve Whalen Boulevard, once envisioned as part of a larger ring arterial for Dayton, now connects neighborhoods with easy access and a multi-use path, but also creates a barrier with its large size and limited connections. Since the 1970s residents have slowed traffic and helped to make it feel more like a parkway and entrance to both Twin Towers and Linden Heights. Wyoming Street and Xenia Avenue are critical connectors between the two neighborhoods that Steve Whalen divides.

Challenges
- Xenia Avenue is separated from Steve Whalen Boulevard and currently does not provide the access that would benefit both residents and businesses along Xenia Avenue.
- Funding sources, grade changes, and potential approvals with ODOT complicate the construction of a connection from Steve Whalen Boulevard and Xenia Avenue.
- Vacant parcels on Wyoming Street require acquisition and funding to improve

Opportunities
- A wide, multi-purpose trail along the eastern edge of Steve Whalen Boulevard connects Highland Park to the north side of US 35.
- The wide, multi-use path along Steven Whalen can provide an opportunity to connect to the rest of the neighborhood, perhaps at Tacoma Street
- 1608 and 1612 Wyoming Street are City-owned and provide an opportunity for signage for both Linden Heights and Twin Towers at the end of Steve Whalen Boulevard.
- The Walnut Hills Neighborhood Association is committed to stabilizing and investing in the housing stock along Wyoming Avenue.

RECOMMENDATIONS

Connect Xenia Avenue

Residents expressed a strong desire for Xenia Avenue to be better connected to either Steve Whalen Boulevard or US 35. As mentioned previously the funding, approvals, and physical constraints make this unlikely. This connection is however a long term goal of all the neighborhoods that Xenia Avenue serves. A few long-term possibilities include:

- An additional spur from the eastbound off-ramp of US 35 to Xenia Avenue.
- A two-way ramp connecting Xenia Avenue to Steve Whalen Boulevard.

Extend the Highland Park Blue Trail

The trail along the eastern edge of Steve Whalen Boulevard could better connect to the neighborhoods north of US 35. Currently, the northern terminus of the trail is at Hamilton Avenue, but it should continue north and connect to the Flight Line. This connects the proposed investment at Highland Park to the greater Dayton bike network.

Reimagine Wyoming Street

Reinforcing the residential character of Wyoming Street as a neighborhood street is a key initiative for the neighborhood. To accomplish this, traffic need to be slowed and pedestrians need to feel more comfortable on the sidewalks. The following improvements can reinforce this character.

- Create bumpouts at street crossings to delineate the on-street parking spaces more clearly.
- Paint crosswalks at key locations to alert drivers to pedestrian’s crossing.
- Provide a Gateway at Steve Whalen Blvd.

Steve Whalen Boulevard was designed for cars to move at high speeds and constructing a gateway element at the terminus of this street alerts drivers that they are entering a neighborhood. The parcels at 1608 and 1612 Wyoming Street provide the neighborhood with a place to physically display the pride they have for the neighborhood.
BELMONT, EASTMONT, HEARTHSTONE

These neighborhoods want to enhance the established business district and mature residential character by improving connectivity and the pedestrian experience.

INTRODUCTION
Belmont, Eastmont, and Hearthstone are three mature residential neighborhoods connecting Dayton to northeastern Kettering. Belmont is one of the city’s largest neighborhoods and is located east of Wilmington Pike and south of Wayne Avenue, encompassing the Belmont Business District along Water-Vilet. Eastmont is primarily residential and occupies the area just to the east of Belmont and the Woodman Fen, a 33-acre wetland conservation area maintained by Five Rivers MetroParks. Hearthstone sits between Belmont and US-35, east of Smithville Road, and contains the Eastown Shopping Center.

The three neighborhoods are served by the Belmont-Eastmont-Hearthstone Community Council and the Belmont Business Association. This area of southeast Dayton has three centers of commercial activity. The Belmont Business District is home to many unique and locally-owned businesses, including restaurants, services, and retail stores. Breitenstrater Square, at the corner of Wilmington Avenue and Patterson Road, also in Belmont, sits at the northern section of a commercial corridor that includes banking, pharmacy, and grocery options as well as restaurants and retail. Eastown Shopping Center along Linden Avenue in Hearthstone accommodates retail as well as being the location of one of Greater Dayton RTA’s transit centers.

Belmont, Eastmont, and Hearthstone have strong housing stock and low vacancy rates when compared to other Dayton neighborhoods. While settlement in the area began with the Shakers in the early 1800s and continued around the limestone quarries that fed much of Dayton’s construction, the electrification of the streetcar in the 1920s pushed suburban development up through the 1950s. Today these neighborhoods are a mix of long-time residents, many of whom are looking for ways to age-in-place, and young families, who enjoy the recreational amenities available nearby.
Belmont: Former Belmont High School Site

OVERVIEW

After receiving state funding to improve their facilities, Belmont High School demolished the original 1960s building and built a new building off Wayne Avenue in 2012. Today, the site of the former high school is an expansive empty lot behind the mature residential neighborhood of Belmont. Institutional amenities surround the site, including Nordale Park, the new Dayton Metro Library, the new Belmont High School, Access Hospital Dayton, and 10 Wilmington Place.

Challenges

- Connectivity to this area is limited to Enterprise Avenue to the south, Mapleview Avenue to the north, and various alleys

Opportunities

- This site is one of the few remaining vacant areas in the strong Belmont neighborhood large enough for development
- Surrounding amenities are institutional and/or recreational and could tie into new development with green connections

- Nordale Park improvements are currently in the planning process and highly desired by neighborhood residents
- A diversity of housing types is needed in the neighborhood; active adult housing is an interest for residents hoping to age in place.

RECOMMENDATIONS

New Active Adult Patio Housing

The majority of Belmont's houses are well-maintained older building stock and many residents are lifelong residents of the community. The neighborhood is desirable, with an opportunity to continue to attract new residents. One-story patio homes would offer options to age-in-place and would provide new housing in this desirable neighborhood, which raises the value of the existing homes. These homes could be organized around parking courts, a pedestrian-friendly street, trails, playgrounds, and green open space. A new street could connect Mapleview Avenue to the north with Enterprise Avenue to the south to provide access and connect to the adjacent streets and blocks. Velma Street and Morse Avenue could provide additional connections.

Nordale Park Improvements

Improvements at Nordale Park are a top priority for Belmont residents. The association would like to see the following investments made at Nordale Park:

- Add a dog park
- Create a splash pad out of the old pool
- Connect to Library and High School with a new trail/footpath system
- Add signage to Nordale Avenue

Plan of Nordale Park and a new development at the site of the former Belmont High School

Existing aerial view

Site of the former Belmont High School

The playground at Nordale Park

Location Map
View of the new active adult patio housing
Belmont: Belmont Business District

OVERVIEW

The Belmont Business District, located on Watervliet Avenue between Woodbine Avenue and Smithville Road, is the primary neighborhood retail destination serving the Belmont neighborhood. This concentration of local businesses and restaurants was noted by the community as an important neighborhood asset, but one that could use a facelift.

Challenges
- Watervliet Avenue has one lane of moving traffic in each direction with on-street parking; however, the lines to distinguish parking from traffic lanes have faded so the on-street parking is underused and speeding has become an issue.
- Intermittent but inconsistent street furniture, including street trees, planters, and lighting
- Some building facades are older and in need of repair/improvement

Opportunities
- The width of the street, wide sidewalks, and height of buildings provide a great foundation for a pleasant walkable neighborhood main street
- Existing businesses work closely with the Belmont Business Association to beautify the corridor
- The corridor is surrounded by strong, mature residential neighborhoods that support the local businesses

RECOMMENDATIONS

Streetscape Improvements
Relatively small interventions in the pedestrian realm can continue to transform Watervliet into a pedestrian-friendly, walkable, beautiful gem of a business district. Improvements include:
- Banners to celebrate the Belmont Business District and/or local events and holidays (borrow the colors of Belmont High School in order to unite the community’s existing branding strategies)
- Add more street trees, planters, and other landscaping where possible
- Add curb bump-outs to define the on-street parking lane from the travel lane
- Repaint crosswalks to increase safety of pedestrians crossing Watervliet Avenue
- Encourage businesses to occupy the “marketing realm” just outside the front door on the sidewalks to bring activity to the corridor and entice passersby into the shops (sandwich boards, displays, small movable seating, planters, etc.)
- Explore the addition of murals, signage, and other public art on any blank, windowless facades

Location Map

Watervliet & Smithville Intersection (1955)

Dayton Theater on Watervliet Ave (1955)

A healthy sidewalk has three distinct parts
View of Waterliet Avenue's Belmont Business District, from Smithville Road looking northeast
Belmont: Immaculate Conception Church and Lohrey Recreation Center

OVERVIEW
Set back from Smithville Road sits Immaculate Conception Catholic Church and School. The campus is located one block from the Belmont Business District and surrounded by residential neighborhoods. Behind Immaculate Conception is Lohrey Recreation Center, a City-owned and managed recreational center.

These two community assets are currently only connected with two informal driveways and each deals with extreme variation in peak usage. The Archdiocese purchased the properties at the corner of Smithville Road and Highridge Avenue to accommodate more parked cars for services. This property is located at a highly visible corner adjacent to the Belmont Business District and could be used for a higher and better use than parking.

RECOMMENDATIONS
Share the Parking Resources
The church's peak parking times are around the holidays and Sunday mornings, while the Recreation Center's parking peak times are weekends and weekday afternoons. To accommodate each institution's busiest times, a shared parking strategy would maximize the current parking resources. More connections between the two parking lots should be explored to improve traffic flow.

Development at the Corner of Smithville Road and Highridge Avenue
Due to its proximity to Watervliet Avenue, the primary business corridor for Belmont, the corner property at Smithville Road and Highridge Road owned by the Archdiocese should be explored as a building opportunity for Immaculate Conception or another institutional to locate an active use close to the Belmont Business District. If parking can be shared with Lohrey Recreation Center, the parking spots could be relocated. Activating this corner would bring more services to the neighborhood.
Hearthstone: Eastown Shopping Center

OVERVIEW

Located at the crossing of Linden Avenue and Iron Horse Trail, Eastown Shopping Center is a well-located mixed-use asset. Today, the shopping center is set back from Linden Ave with expansive surface parking creating a car-oriented environment that does not serve pedestrians or bicyclists. Additionally, the evolution of retail over the last few decades and particularly during the COVID-19 Pandemic has reduced the footplates that retailers are looking for, leaving surplus available space at Eastown. To accommodate this shift, Eastown's ownership Skilken Gold has proposed adding artists' residences, offices, and other uses to create a mixed-use center.

Challenges
- The sea of surface parking in front of the shopping center creates a very suburban environment that is not pleasant at the pedestrian scale
- According to the existing leases, no outparcels can be added along Linden to block the visual link to retail in the original center
- Loading dock behind the shopping center is difficult to pedestrianize
- Landscaping taller than 3 feet is not allowed as per current leases
- The proximity to the Iron Horse Trail provides pedestrian/cyclist access to the north and south neighborhoods
- The bus terminal on site is a great asset
- Facade renovations and improvements already underway
- Save-A-Lot and CVS are community assets
- Second floor accessible from the back of the shopping center and could be used as offices, artists' lofts, etc.

RECOMMENDATIONS

Parking Lot Improvements
Pedestrianizing the expansive parking lot will improve the overall look and feel of the shopping center. Consider adding the following:
- Plaza-like hardscaping along the central entry from Linden Avenue to lead to the retail storefronts
- Add medians, sidewalks, and crosswalks to clarify where pedestrians should walk
- Add hedges and planters with flowers and shorter plants to beautify and clarify the pedestrian realm
- When negotiating new leases, try to add terms that would allow street trees to be planted along Linden Avenue

Iron Horse Trail Connection
The lack of connection to Iron Horse Trail today is a missed opportunity. The trail already connects to the Creekside Trail and will connect to the Flight Line in the future, linking Eastown to downtown and the northeastern Dayton neighborhoods as well as the south-eastern neighborhoods and Kettering. This network of trails has the potential to attract new customers to the shopping center.

In order to open up to this amenity, the northwestern corner of the Eastown property should be reorganized to face the trail and Linden Avenue. Businesses that cater towards cyclists and families, like an outdoor shop, bike shop, coffee shop, ice cream shop, and even seasonal food and beverage pop-ups would be ideal for this corner. A small plaza connecting the trail to Eastown via a bridge should be explored to safely invite families towards the shopping center. Rerouting the entrance for trucks and/or a drive-through here should be considered.

Mixed-Use Additions
Skilken Gold is currently exploring the potential reuse of offices on the second floor of the shopping center as artist live-work units, residential, and/or office space. Providing programmatic variety here is an important objective; however, the entrance adjacent to the loading dock should be carefully designed to be pedestrian-friendly and clearly delineated from loading patterns. A secondary connection to the Iron Horse Trail to the west and the bus transit station to the east may help this space feel safe and pleasant.
SHROYER PARK & PATTERSON PARK

Beloved neighborhoods, well-connected trails and parks, and locally-supported retail makes these neighborhoods a desirable place to live.

INTRODUCTION

The Patterson Park and Shroyer Park neighborhoods contain well-kept concentrations of single-family homes with some multi-family residential areas as well as stable commercial areas.

Shroyer Park is home to several residential streets lined with cape cod- and ranch-style homes, enhanced by mature trees. Its proximity to the University of Dayton has also led to a modest concentration of students within its boundaries. It is also home to the UD Shroyer Park Center and the DPS Horace Mann school. The northwest part of the neighborhood contains a crossing of the Dayton-Kettering Connector multi-use path (at Irving Avenue). The connector extends south along the western boundary of the neighborhood and eventually crosses again at Shroyer Road. The neighborhood also contains Patterson Park hillfield and the more recently constructed Wilmington Place subdivision. Its eastern boundary is the corridor of Wilmington Pike.

Patterson Park, featuring its curvilinear streets, is to the south of Shroyer Park. In addition to the residential properties, it also contains a business district at the intersection of Patterson Road and Shroyer Road. In addition to the business district, the Patterson Park open space area is at the southeast corner of this intersection. Another open space in the neighborhood is Jane Newcom Park, where several enhancements are recommended.

This plan puts forth a number of potential enhancements for the Shroyer Park/Patterson Park geography, building on some of its most distinguishing features and assets. One idea is to enhance the locations where the multi-use path crosses roadways, particularly with gateway style signage and better wayfinding and more amenities. Another focus is on enhancements to commercial nodes such as at Patterson Road and Shroyer Road, which would benefit from additional lighting, signage, and landscaping, as well as the development of the surface parking lot at the corner. The Wilmington Avenue and Patterson Road intersection is also a focus, where a re-alignment of Broadmoor Drive is suggested as a way to improve this intersection and add to potentially developable area to the east. For Jane Newcom Park, plans are put forth for the surface of the walking path, as well as accessibility and aesthetic improvements.
Shroyer Park: Shroyer Road and Patterson Road

OVERVIEW

The Shroyer Road and Patterson Road intersection is considered by residents of Patterson & Shroyer Park as the neighborhood gathering spot. Small, local restaurants and bars like Marion's Pizza and Partners are beloved by residents. This node is not only a hub of activity, but also a source of pride. Improving an already beautiful Patterson Park and supporting development of a complementary scale and character is a shared goal for the area.

Challenges:
- The pedestrian crossing distances at the intersection are wide and discourage pedestrians from patronizing the businesses in the area.
- The streetscape is inconsistent and does not support the small-scale retail character.

Opportunities:
- Patterson Park is full of mature, shady trees and is centrally located.
- Many parcels are underutilized or vacant and provide opportunities for development.

- The node is within a short walk of many nearby residents as is accessible via the Dayton-Kettering connector trail.

RECOMMENDATIONS

Reconnect Patterson Park
Stakeholders and residents see the potential in Patterson Park. The lawn provides a place to host neighborhood events, relax, or go for a walk. The proposed plan includes sidewalks that weave between the existing trees and connect Broadview Boulevard to the neighborhood commercial hub. The park would be enhanced with a small plaza for seating, a pavilion, and a new sign at the intersection. The City will maintain the park but will work with both neighborhood associations and local businesses to program and activate the space.

Specific recommendations include:
- Sidewalk and lighting along Shadowlawn Avenue
- A new, more visible, Patterson Park sign
- Hardscaped area near the intersection, but buffered with landscaping and trees
- A small pavilion or amphitheater for events

Improve the Streetscape
Elements commonly found in active, vibrant commercial parts of neighborhoods are geared towards making the experience more comfortable for a pedestrian. Extending the sidewalks at the crosswalks, planting trees, and adding adequate lighting will help support the businesses that exist today. The environment does not currently prioritize the pedestrian, but streetscape improvements should be made in order to make the area pedestrian friendly.

The reimagined commercial heart of the Patterson Park and Shroyer Park neighborhoods

Location Map
Develop the Corner

There is an opportunity to develop a new retail building at the northwest corner of Shroyer and Patterson to complete the fourth corner of the intersection. The site is well positioned for retail, restaurant, or some other commercial use. The building should be located close to the sidewalk to engage with pedestrians. Parking should be located in the rear of the building, hidden from view. New businesses locating in this building could collaborate with the neighborhood to host events, activate the space, and draw members of the community to the improved neighborhood park.
Patterson Park: Patterson Road and Wilmington Avenue

OVERVIEW

Wilmington Avenue is a major arterial connecting the southern suburbs of Dayton to downtown. The character of the area attracts primarily auto-oriented commercial uses. Transformation of the Patterson Road and Wilmington Avenue intersection over time would improve connectivity to the surrounding neighborhoods. Some achievable pedestrian improvements should be pursued in the short term. In the long term, residents would like to see the parking lots of the Breitenstrater Square Shopping Center maintained and beautified.

Challenges

- Fast-moving traffic, wide streets, and sidewalks adjacent to travel lanes are unfriendly for pedestrians
- Shopping centers surrounded by parking and limited landscaping
- Broadmoor Drive creates a confusing and unsafe intersection with Patterson Road and Wilmington Avenue

Opportunities

- Local, well-patronized restaurants like Elsar are destinations and can create momentum for new businesses located on surrounding underutilized parcels
- The right-of-way widths provide the opportunity to convert some areas designated for vehicles back to pedestrian space

RECOMMENDATIONS

Realign Broadmoor Drive

Broadmoor Drive, a beautiful residential street connects the neighborhoods to the commercial node. Recommendations include:

- Create a single intersection at Patterson Road, narrowing the boulevard to one access point
- Enhance the existing Patterson Park sign with landscaping in the median
- Relocate and expand the 972 Patterson Road lot, formerly the Pony Keg, to create a more developable parcel at the corner

Improve Pedestrian Safety

Pedestrians at this intersection have to cross wide right-of-way and fast-moving traffic. To improve the safety, the City could:

- Create two pedestrian refuge islands
- Repave or create special paving in place of the current crosswalks
- Restrict the travel lanes where they are greater than 10 feet to create wide sidewalks
- Add streetscaping elements such as lighting, and trees in planters, along both Patterson and Wilmington

Develop the Corners

The acute angle corner sites on the northwest and southeast give the intersection uniqueness, but can be more challenging to develop. A building is currently being developed on the northwest corner. Developing these corners and attracting tenants would further activate this commercial core for the neighborhood.

The vision for the future of the Patterson Road and Wilmington Avenue commercial node
**OVERVIEW**

Every neighborhood has a place that is beloved by its residents. It could be a restaurant, store, or even a street, but for the residents of Patterson Park this cherished spot is Jane Newcom Park.

**Challenges**
- Parking and access to the park is not clear, convenient, or well-marked
- The park is maintained by the City of Dayton but it is within the city limits of Kettering
- Trash trucks can’t access the park and therefore can’t collect waste
- The pillars and gate at Tudor Road have sustained damage and create confusion

**Opportunities**
- The neighborhood association organizes events dedicated to cleaning the park
- A jogging trail around the perimeter of the park was recently upgraded
- The park is immediately adjacent to the Dayton-Kettering connector regional multi-use trail

**RECOMMENDATIONS**

**Improve the Safety of the Park**
This is the top concern of the park’s neighbors and residents of the area. Improved pedestrian and cyclist access will improve both the perception of safety and the actual safety of the park. If neighbors see people utilizing the park, playing basketball, going for a jog, or sharing a picnic at the pavilion, it signals to others that the park is safe and frequently used. This deters other individuals looking for a secluded and not well-monitored place to cause trouble. Improvements that make the park more likely to be used will therefore attract users and improve safety:

- The installation of a new gate that is both attractive and capable of being open during the day or closed at night
- A paved, tree-lined connection from Tudor Road to the Dayton-Kettering Connection to allow ADA-compliant accessibility to the trail from the neighborhood

**Create Access for Trash Collection**
Regular, frequent collection of trash at the park is only possible if there is a way for trucks to access the park. Tudor Road would be retrofitted with a small hammerhead turn-around for trucks and ADA parking spaces. Tudor Road could also be narrowed and designed so that it appears like a park entry. Today, it appears like a street and is confusing for visitors.

**Celebrate Park Entries**
A sign, landscaped gateway, or other marker along the Dayton-Kettering Trail to help mark Jane Newcom Park will provide better wayfinding and a sense of pride in the park.
IMPLEMENTATION

Each neighborhood in the Southeast quadrant has identified investments and projects that are most important to implement to continue to build on the strengths of the neighborhoods.

POLICY OBJECTIVES

Build on the strength of desirable, healthy neighborhoods.
Throughout the community engagement, residents of the Southeast quadrant spoke about their love for their neighborhoods and why they choose to live in this part of the City—well-maintained housing stock, easy access to downtown, the University, hospitals, and adjacent cities, and walkable neighborhood districts. However, residents also understand that investment needs to continue to keep their neighborhoods strong, both in commercial corridors and also by building new infill housing. Continued code enforcement will be part of the implementation.

Invest in existing parks and connect them together, improve trail access points.
The Southeast quadrant has wonderful park assets that are loved and used by the residents. Many of the parks have neighborhood associations that maintain and make minor improvements. The City should continue to support these groups by funding and designing some of the highest priority projects. The Dayton Retiring Connector and Iron Horse Trail run through these neighborhoods, connecting to the University of Dayton, downtown, the Creekside Trail, and, in the future, to the Flight Line. The access points to these valuable trails should be improved in the Shroyer Park, Patterson Park, Hearthstone, and Eastmont neighborhoods. Walking and biking connections through the neighborhoods and along corridors should be improved to ensure that even residents living in adjacent neighborhoods can safely access the open space amenities.

Enhance the Neighborhood Retail Nodes

In nearly every neighborhood in the Southeast quadrant, residents expressed a desire to see commercial areas beautified and vacant lots developed with new uses. Residents want to see existing retail districts (Wayne Avenue, the Belmont Business District, and Shroyer and Patterson Road) become walkable and continue to attract small, local businesses. Beautification, including streetscape, district branding, landscaping, and new crosswalks are key investments for these districts. Residents connect the health of these districts to the health of their neighborhoods as well as property values.

NEXT STEPS

Ensure Commitment
The detailed plan should be shared with additional community members, stakeholders, special interest groups, and elected and appointed officials. The document should be taken through the Planning Board and City Commission approval process and formally adopted.
# Twin Towers

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAYNE AVENUE CORRIDOR</td>
<td>E 5th Street to Burnbridge St: add curb bump-outs to form median parking</td>
<td>City</td>
<td>3-10 years</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Burnbridge St to Keowee St: reduce to 1 southbound travel lane by adding curb bump-outs to form median parking</td>
<td>City</td>
<td>11-25 years</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Add painted crosswalks at the intersection of Wayne Avenue and Clove St</td>
<td>City</td>
<td>11-25 years</td>
<td>--</td>
</tr>
<tr>
<td>WAYNE AVENUE &amp; KEOWEE STREET</td>
<td>Add on-street parking where possible</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Add painted pavement wayfinding and signage to clarify traffic flow patterns</td>
<td>City</td>
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</tr>
<tr>
<td></td>
<td>Provide trees, landscaping, and pedestrian-scale lighting</td>
<td>City</td>
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</tr>
<tr>
<td>ADAMS STREET</td>
<td>Narrow the street by creating a wider landscape pedestrian area on both sides</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Provide benches, planters, pedestrian-scale lighting and bike racks</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Activate the Metropark Market parking lot with signage</td>
<td>Metropark Market Owner</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>WAYNE AVENUE &amp; WYOMING STREET INTERSECTION</td>
<td>Add new connected and/or institutional uses to the vacant southeast corner</td>
<td>TBD</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Add painted pavement wayfinding and signage to clarify traffic flow patterns</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Provide trees, landscaping, and pedestrian-scale lighting to enhance the pedestrian realm</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td>IMPROVE INFRASTRUCTURE MOORE STREET</td>
<td>Provide node features</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Provide trees, landscaping, and pedestrian-scale lighting</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Acquire the vacant Food Mart parcel at the 400 block of Xenia Avenue</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Demolish the existing Food Mart building</td>
<td>City &amp; Development Contract TBD</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>RUSIN ELEMENTARY AND XENIA AVENUE</td>
<td>Redevelop the Food Mart parcel as a landscaped plaza, with trees, landscaping, signage, lighting, and special paving</td>
<td>City &amp; Landscape Architect TBD</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Vacate the alley connecting Armstrong Court and Xenia Avenue</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Dedicate the vacated alley as additional parking space for Miami Valley Lawn Mower</td>
<td>City &amp; Miami Valley Lawn Mower</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Convert the corner of McCure Street and Xenia Avenue to a corner park</td>
<td>City</td>
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</tr>
</tbody>
</table>
### Walnut Hills

<table>
<thead>
<tr>
<th>PROJECT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>WAYNE AVENUE CORRIDOR</td>
<td>Wyoming St to Waldo St: add 1 additional pedestrian crossing across Wayne Avenue</td>
<td>City</td>
<td>3-10 years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weidle St to Andrew St: match adjacent street improvements by adding curbs, bump-outs to formation parking and create additional pedestrian crossing across Wayne Avenue</td>
<td>City</td>
<td>11-23 years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remove the existing retaining wall on Wayne Avenue</td>
<td>City Parks</td>
<td>--</td>
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</tr>
<tr>
<td>WALNUT HILLS PARK — IMPROVED ENTRY ON WAYNE AVENUE</td>
<td>Build a new retaining wall</td>
<td>City Parks</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Incorporate a staircase and ADA-compliant ramp onto the new retaining wall</td>
<td>City Parks</td>
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</tr>
<tr>
<td></td>
<td>Install signage that is visible to drivers and pedestrians, indicating the park's location, events, and programming</td>
<td>City Parks</td>
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</tr>
<tr>
<td></td>
<td>Add parking at the end of Clarence Street to support the park users</td>
<td>City Parks</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>WALNUT HILLS PARK — GENERAL</td>
<td>Update the existing recreational amenities</td>
<td>Park Team</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Improve infrastructure for passive uses - plentiful benches, pavilions, and landscaping</td>
<td>Park Team</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>KROGER SITE IMPROVEMENTS</td>
<td>Minor facade and interior renovations to modernize and clean up the appearance of the store route</td>
<td>Building Owner</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Add a new 5k and pedestrian refuge in the center of Wayne Avenue</td>
<td>City</td>
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</tr>
<tr>
<td></td>
<td>Replace a signalized pedestrian crossing accessing Kroger across Wayne Avenue</td>
<td>City</td>
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</tr>
</tbody>
</table>

*NOTE TO FRAMEWORK PLAN* (NOT SHOW IN PROJECT PLANS OR EXISTING IMAGES)* PROJECTS:
- INITIATIVES TO BE IMPLEMENTED BY OTHER PARTNERS
- INITIATIVES TO BE IMPLEMENTED BY THE CITY
## Linden Heights

<table>
<thead>
<tr>
<th>Project</th>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xenia Avenue Connection to Steve Whalen Blvd &amp; US 35</td>
<td>Explore Xenia Avenue connection to US-35 with an additional spur from the eastbound off ramp of US-35.</td>
<td>City/ODOT</td>
<td>15-25 years</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Explore a two-way ramp connecting Xenia Avenue to Steve Whalen Blvd.</td>
<td>City/ODOT</td>
<td>15-25 years</td>
<td>--</td>
</tr>
<tr>
<td>Highland Park Bike Trail</td>
<td>Extend the Highland Park Bike Trail to continue north of Hamilton Avenue to the Fight Line</td>
<td>City Parks</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Reimagine Wyoming Street as a Neighborhood Street</td>
<td>Add berm-outs to delineate on-street parking spaces</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Paint crosswalks at the berm-outs</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Acquire preschool at 1608 and 9112 Wyoming Street</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Creating a Gateway at Steve Whalen Blvd</td>
<td>Install neighborhood wayfinding signage and neighborhood information markers at 1029 and 1902 Wyoming Street</td>
<td>City &amp; Local Neighborhood Associations</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Paint a crosswalk where Steve Whalen Blvd terminates onto Wyoming Street to alert drivers to pedestrian crossing</td>
<td>City &amp; Local Neighborhood Associations</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Reduce the speed limit as Steve Whalen Blvd approaches Wyoming Street</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Hamilton Connection to Smithville</td>
<td>Add bike lanes to connect the Fight Line at Hamilton Avenue to Iron Horse Trail</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Reduce the number of vehicular travel lanes</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Add pedestrian crossing at John Glenn Road and St. Charles Avenue</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

*VISIT TO PDF FRAMEWORK PLANS FOR INDIVIDUAL PROJECT PLANS OR DETAIL IMAGES OF PROJECTS:

- **Initiatives to be implemented by other partners**
- **Initiatives to be implemented by the city**
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</tr>
</thead>
<tbody>
<tr>
<td>EASTOWN SHOPPING CENTER — PARKING LOT</td>
<td>Create a plaza at the shopping center entrance off of Linden Avenue that extends all the way to the retail (CVS &amp; vacant center) (center square)</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>EASTOWN SHOPPING CENTER — PARKING LOT</td>
<td>Add medians, sidewalks, and crosswalks to Linden Avenue to clarify pedestrian routes</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>EASTOWN SHOPPING CENTER — PARKING LOT</td>
<td>Add hedges and planters with flowers and shrubs to beautify the shopping center</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>EASTOWN SHOPPING CENTER — PARKING LOT</td>
<td>Work with the Eastown Shopping Center owners to modify the existing structure to allow street trees on Linden Avenue</td>
<td>City &amp; Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>EASTOWN SHOPPING CENTER — MIXED-USE</td>
<td>Add street trees on Linden Avenue</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>EASTOWN SHOPPING CENTER — MIXED-USE</td>
<td>Explore extending the shopping center entrance for trucks and/or a drive-through</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Explore the reuse of office space on the second floor of the shopping center for a mixed-use, residential, and/or mixed-use office space</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Generate programmatic variety in any development added to Eastown Shopping Center</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Study and re-design the loading dock area so that it is pedestrian-friendly and loading patterns are clearly indicated</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Connect the Iron Horse Trail with the River Trail to the north</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Reorganize the northwestern corner of the Eastown Shopping Center property to face the trail and Linden Avenue</td>
<td>Shopping Center Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Explore a primary connection between the new Eastown Shopping Center Plaza proposed and the Iron Horse Trail via a bridge</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>IRON HORSE TRAIL CONNECTIONS</td>
<td>Explore a secondary connection between Kettering and the Iron Horse Trail to the north</td>
<td>City</td>
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</tbody>
</table>
Belmont

<table>
<thead>
<tr>
<th>PROJECT</th>
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<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Explore the creation of a new, senior-friendly housing development to the</td>
<td>City/UDA</td>
<td>Completed</td>
<td></td>
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<tr>
<td></td>
<td>southeast of Access Hospital Dayton along a new street that would run</td>
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<tr>
<td></td>
<td>parallel to Revere Avenue</td>
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<tr>
<td>FORMER BELMONT HIGH</td>
<td>Before a master plan for the new housing development:</td>
<td>Designer TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCHOOL SITE</td>
<td>Build the new street connecting Mapleview Avenue to the north and</td>
<td>City</td>
<td></td>
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<tr>
<td></td>
<td>Enterprise Avenue to the south.</td>
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<tr>
<td></td>
<td>Hire a developer to design and construct the new one-story senior cottages</td>
<td>Developer TBD</td>
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<tr>
<td></td>
<td>and associated amenities, including parking courts, trails, playgrounds,</td>
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<tr>
<td></td>
<td>and parks</td>
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<tr>
<td></td>
<td>Add a dog park</td>
<td>Neighborhood Partners</td>
<td></td>
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</tr>
<tr>
<td>NORDALE PARK</td>
<td>Create a splash pool out of the old pool</td>
<td>Neighborhood Partners</td>
<td></td>
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<tr>
<td></td>
<td>Connect to library and high school with a new trail/path system</td>
<td>Neighborhood Partners</td>
<td></td>
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<tr>
<td></td>
<td>Add signage for the park on Nordale Avenue</td>
<td>Neighborhood Partners</td>
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</tbody>
</table>
### Belmont (continued)

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>BELMONT BUSINESS DISTRICT — STREETSCAPE IMPROVEMENTS</strong></td>
<td>Hang banners to celebrate the Belmont Business District and/or local events and holidays</td>
<td>City/Belmont Business Association</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Add more street trees, planters, and other landscaping where possible</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Add curb bump-outs to define the on-street parking lane from the travel lane</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Ret-strip crosswalks to increase safety of pedestrians crossing Water Street Avenue</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Explore the addition of murals, signs, and other public art works on blank, windowless facades</td>
<td>City/Belmont Business Association</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>BELMONT BUSINESS DISTRICT — BUSINESS ACTIVATION</strong></td>
<td>Encourage businesses to occupy the “marketing realm” just outside the front door on the sidewalk to bring activity to the corridor and entice passersby into the shops</td>
<td>Belton Business Association</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Add sandwich boards, displays, small movable seating, and planters in the “marketing realm” to encourage more activity outside the businesses</td>
<td>Business Owners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>IMMACULATE CONCEPTION CHURCH &amp; LOHREY RECREATION CENTER — SHARED PARKING</strong></td>
<td>Explore a shared parking strategy</td>
<td>ICC/LRC</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Create more connections between the two parking lots to improve traffic flow</td>
<td>ICC/LRC</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>IMMACULATE CONCEPTION CHURCH &amp; LOHREY RECREATION CENTER — DEVELOPMENT CORNER</strong></td>
<td>Explore new alternatives to extend the Belmont Business District towards Immaculate Conception and the Lohrey Recreation Center</td>
<td>ICC/LRC</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Hire a developer to design and construct the corner development site at the corner of Smithville Road and Highridge Avenue</td>
<td>Developer TBD</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>WOODMAN PEN</strong></td>
<td>Provide direct access from the Pen to the Woodman Pen trail system for pedestrians and cyclists</td>
<td>Business Owners</td>
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</tbody>
</table>
### Shroyer Park

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>STREETS CAP IMPROVEMENTS AT PATTERSON RD AND SHROYER RD</td>
<td>Extend sidewalks at the crosswalks</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Plant trees and add adequate pedestrian scale lighting</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>DEVELOP THE NORTHWEST CORNER OF PATTERSON RD AND SHROYER RD</td>
<td>Hire a marketing consultant to complete a market study and determine the best commercial use for this corner</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire a developer to design and construct the new commercial community amenity</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Work with local neighborhood associations and businesses, including the new commercial use, to host neighborhood events and draw neighborhood residents to the commercial area and Patterson Park</td>
<td>City &amp; Neighborhood Partners</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Create two pedestrian refuge islands</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td>STREETS CAP IMPROVEMENTS AT PATTERSON RD AND WILMINGTON AVENUE</td>
<td>Repaint or create special paving in lieu of the current crosswalks</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Study the travel lanes on Patterson Road and Wilmington Avenue to determine where they are greater than 10’ wide</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Restrict the travel lanes where they are greater than 10’ to create wide sidewalks</td>
<td>City</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Provide street trees, landscaping, and pedestrian scale lighting</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td>DEVELOP NORTHWEST CORNER OF PATTERSON RD AND WILMINGTON AVENUE</td>
<td>Hire a marketing consultant to complete a market study and determine the best commercial use for this corner</td>
<td>City &amp; Market Consultant TBD</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire a developer to design and construct the new commercial community amenity item</td>
<td>City &amp; Developer TBD</td>
<td>--</td>
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</tr>
</tbody>
</table>
### Patterson Park

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RECONFIGURE PATTERSON PARK</strong></td>
<td>Provide better signage and pedestrian-friendly landscaping along the southern entrance</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Install a new, more visible, Patterson Park sign</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire a landscape architect to design a landscape plan and softer landscaping near the intersection of Patterson Rd and Shipher Rd.</td>
<td>City &amp; Landscape Architect TBD</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire a landscape architect to create an overall master plan for the updated Patterson Park.</td>
<td>City &amp; Landscape Architect TBD</td>
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</tr>
<tr>
<td></td>
<td>Ensure the park design includes connections from the commercial hub to residential neighborhoods</td>
<td>City &amp; Landscape Architect TBD</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire an architect to design and construct a small pavilion or amphitheater for neighborhood events</td>
<td>City &amp; Architect TBD</td>
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<tr>
<td></td>
<td>Work with local neighborhood associations and businesses to program and activate Patterson Park</td>
<td>City &amp; Neighborhood Partners</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Create a single entry for vehicles from Patterson Road to Broadmoor Drive</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td><strong>REALIGN BROADMOOR DRIVE</strong></td>
<td>Enhance the existing Patterson Park sign with landscaping in the median</td>
<td>City</td>
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</tr>
<tr>
<td></td>
<td>Acquire the parcel at 972 Patterson Road</td>
<td>City</td>
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<tr>
<td></td>
<td>Relocate and expand the parcel at 972 Patterson Road to create a more developable parcel for the corner</td>
<td>City</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire a marketing consultant to conduct market study and determine the best commercial use for the corner</td>
<td>City &amp; Marketing Consultant TBD</td>
<td>--</td>
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</tr>
<tr>
<td></td>
<td>Hire a developer to design and construct the new commercial community amenity for the corner</td>
<td>City &amp; Developer TBD</td>
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</tr>
</tbody>
</table>
Patterson Park (continued)

### Streetscape Improvements at Patterson Rd and Shroyer Rd

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Initiatives</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extend sidewalks at the crosswalks</td>
<td>City</td>
<td>---</td>
<td>---</td>
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<tr>
<td>Plant trees and add adequate pedestrian-scale lighting</td>
<td>City</td>
<td>---</td>
<td>---</td>
<td>---</td>
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<tr>
<td>Create two pedestrian refuge islands</td>
<td>City</td>
<td>---</td>
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</tr>
<tr>
<td>Repave or create special paving in lieu of the current crosswalks</td>
<td>City</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Restrict the travel lanes where they are greater than 90 to create wider sidewalks</td>
<td>City</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Provide street trees, landscaping, and pedestrian-scale lighting</td>
<td>City</td>
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</tr>
</tbody>
</table>

### Streetscape Improvements at Patterson Rd and Wilmington Ave

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Initiatives</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have a marketing consultant complete a market study and determine the first commercial use for the corner</td>
<td>City &amp; Market Consultant TBD</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Issue RFP for developer to design and construct the new commercial use</td>
<td>City &amp; Developer TBD</td>
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</tr>
</tbody>
</table>

### Develop Southeast Corner of Patterson Rd and Wilmington Ave

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Initiatives</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebuild gateway markers at Greenmount Blvd and Tudor Rd.</td>
<td>---</td>
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</tr>
<tr>
<td>Reconstruct section of Tudor Road south of Greenmount Blvd to incorporate headlands for trucks and enhance pedestrian entry</td>
<td>---</td>
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<td>---</td>
</tr>
<tr>
<td>Pave multi-purpose trail from Tudor Rd. park entry to Dayton-Kettering Connector and plant shade trees</td>
<td>---</td>
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</tr>
<tr>
<td>Create new entry gateways along the Dayton-Kettering Connector</td>
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</tbody>
</table>
A RESOLUTION

Determining That the Expenditure of Funds By
the City of Dayton to Provide for Employee
Self-care Activities and to Provide for
Employee Recognition Constitutes a Public
Purpose

WHEREAS, The health and wellness of City of Dayton ("City") employees is
crucial to the efficient delivery of quality services to the citizens of the City; and,

WHEREAS, The complexities surrounding public service have shifted in
response to increased expectation of immediacy and around the clock availability as
well as repetitive unplanned crisis, and City employees continue to demonstrate extra
commitment and devote extra work time and across the organization continue to rise to
the occasion; and,

WHEREAS, City departments’ budgets include discretionary funds for
department management to spend as needed in order to manage City departments; and,

WHEREAS, Department Directors request the ability to utilize funds for
employee self-care and wellness to help employees deal with the heightened demands
during difficult times and to recognize exemplary work by employees; and,

WHEREAS, The Dayton City Commission recognizes the public purpose of
providing for self-care and wellness activities and employee recognition for City
employees in order to continue to provide quality services to the citizens of the City of
Dayton; now, therefore,

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

Section 1. That the Commission of the City of Dayton declares that the expenditure of
public funds of the City of Dayton to provide self-care and wellness activities as well as
employee recognition to City employees constitutes a public purpose.

Section 2. Department Directors may expend up to One Thousand Dollars and Zero
Cents ($1,000.00) annually to provide for self-care or wellness activities for their
department employees. As many employees should be served as possible. Self-care or
wellness activities are those which serve to improve or preserve an employee’s health.
These activities may include coffee, meals, and refreshments, but shall not include
alcohol.

Section 3. Department Directors shall forward requests to expend these funds, with a
description of the proposed self-care or wellness activity, to the City Manager, or her
designee, for prior approval.
Section 4. The City Manager is separately authorized to expend up to Ten Thousand Dollars and Zero Cents ($10,000.00) of appropriated funds annually to provide for self-care or wellness activities for City employees.

Section 5. The City Manager is authorized to create and modify the processes and procedures necessary for the implementation of this policy. The City Manager is also authorized to reduce the total funding level in the event that reductions to departmental budgets are necessary.

Section 6. Two (2) years after the passage of this Resolution, the practice of expending public funds for employee self-care and wellness activities shall cease unless the Dayton City Commission has taken further legislative action to authorize the continuance of this practice.

ADOPTED BY THE COMMISSION…………………………., 2021

SIGNED BY THE MAYOR……………………………………., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney