



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MARCH 16, 2016

6:00 P.M.

I. AGENDA SCHEDULE

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

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Price Agreements and Contracts:

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

1. Purchase Order:

AVIATION

A1. Hydrotech, Inc. (Rexroth brand hydraulic pumps and motors, maintenance and repairs as needed through 12-31-16) **\$20,000.00**

1. (Cont'd):

CENTRAL SERVICES

B1. Data Security Management Systems, Inc. (annual computer software maintenance and support services agreement) **\$33,925.15**
(and for the period of 01-01-17 through 12-31-18) **70,000.00**

WATER

C1. M & R Electric Motor Service (motors and pumps, maintenance and repairs as needed through 12-31-16) **20,000.00**
(and for the period of 01-01-17 through 09-30-18) **35,000.00**
-Depts. of Aviation, Central Services and Water. **Total: \$178,925.15**

2. **Montgomery County – Payment of Voucher** – for portion of the Justice Assistance Grant – Dept. of Police. **\$37,442.00**

B. Construction Contracts/Estimates of Cost:

3. **Bladecutters, Inc. – Change Order No. 1 (CT15-1150)** – for the Nuisance Abatement Program Residential Securing I – 2015 (100% SBE Participation Goal/100% SBE Participation Achieved) – Dept. of Planning & Community Development/Housing Conservation. **\$37,350.00**
(Thru 05/01/17)

C. Revenue to the City:

4. **Varikay Enterprise, LLC – Agreement** – for food and beverage services at Kittyhawk Golf Center – Dept. of Recreation & Youth Services/Golf. **\$75,000.00**
(Revenue to the City)

E. Other – Contributions, Enterprise Zone Agreements, Etc.:

5. **Jason P. Matthews, LLC & Anita Hauser – Settlement of Claim** – for full settlement of claim filed – Dept. of Law/Civil. **\$17,500.00**

6. **Waterwheel Farm, Inc. – Settlement of Lawsuit** – for full settlement of law suite – Dept. of Law/Civil. **\$400,000.00**

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

- 7. **No. 6173-16** Authorizing the Submission and Acceptance of a Grant Award from the Ohio Office of Criminal Justice Services (OCJS) in an Amount up to Fifty Thousand Dollars and Zero Cents (\$50,000.00), and Declaring an Emergency.

Ordinances – Second Reading:

- 8. **No. 31477-16** Consenting to the Improvement of U.S. Route 35 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.
- 9. **No. 31478-16** Vacating the Alley East of Creston Avenue from the South Property Line of City Lot No. 6908 to Herman Avenue.

Informal Resolution:

- 10. **No. 918-16** Accepting the 2016 Recommendation of the Tax Incentive Review Council.

V. PLANNING ACTION

A. PUBLIC HEARING:

- 11. To rezone approximately 25 acres with a Parcel Identification Number of R72 03007 0021 from BP Business Park to Park/OpenSpace/Planned Development (OS/PD-172), and permit an Outdoor Sports Facility for the City of Oakwood to be built on the site. – **Case No. Z-001-2016.**

VI. MISCELLANEOUS:

ORDINANCE NO. 31479-16

RESOLUTION NO. 6174-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 919-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date March 16, 2016

FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount \$ 178,925.15

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other 2016 Purchase Orders

Supplier/Vendor/Company/Individual:

NAME See Below

ADDRESS _____

Justification and description of purchase, contract or payment:

AVIATION

(A1) P1600768 – HYDROTECH, INC., CINCINNATI, OH

- Rexroth brand hydraulic pumps and motors, maintenance and repairs as needed through 12/31/2016.
- These goods and services are required to maintain operations for the runway brooms at Aviation.
- Hydrotech, Inc. is recommended as the sole authorized distributor in this region for Rexroth brand equipment and parts, therefore this purchase was negotiated.
- The Department of Aviation recommends approval of this order.
- Authority: \$20,000.00

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

[Signature]
Division

Department

[Signature]
City Manager

CENTRAL SERVICES – INFORMATION TECHNOLOGY

(B1) P1600769 – DATA SECURITY MANAGEMENT SYSTEMS, INC., GALLOWAY, OH

- Annual computer software maintenance and support services agreement.
- These services are required to maintain computer network security (firewall) protection.
- Data Security Management Systems, Inc. is recommended to ensure continuity and quality of data network security, therefore this purchase was negotiated.
- The Department of Central Services recommends approval of this order.
- Initial encumbrance authority: \$33,925.15
- Authority to cover additional needs in the following periods:
 - 1/1/17 – 12/31/17 \$35,000.00
 - 1/1/18 – 12/31/18 \$35,000.00

WATER – WATER RECLAMATION

(C1) P1600767 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH

- Motors and pumps, maintenance and repairs as needed through 12/31/2016.
- These goods and services are required to maintain operations at the wastewater plant.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15065N, with pricing through 9/30/2018.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$20,000.00
- Authority to cover additional needs in the following periods:
 - 1/1/17 – 12/31/17 \$20,000.00
 - 1/1/18 – 9/30/18 \$15,000.00

The aforementioned departments recommend approval of these orders.

2.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date March 16, 2016

FROM: Police/ Chief's Office
Department/Division

Code 28199-6210-1271-71

Fund Title 2012 Dayton & Montgomery Co.
JAG

Amount \$ \$37,442

(CHECK ONE)

- Purchase Order
- Price Agreement
- Award of Contract
- Other _____
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Supplier/Vendor/Company/Individual:

NAME Montgomery County
 ADDRESS 451 W. Third St.
Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

City Commission approval is requested for payment of invoices to Montgomery County for their share of a portion of the FY 2012 Justice Assistance Grant. This grant was previously awarded to the City of Dayton and Montgomery County to be jointly shared as previously agreed upon through a previous Memorandum of Understanding (MOU).

Payments to the County were not made in a timely fashion, were not completed prior to the expiration of the grant and were due to staff errors and oversights. The Police and Department of Finance have met to review the circumstances which led to the failure to promptly reimburse Montgomery County and to do so within grant timelines. The Department of Police will be implementing additional procedures and internal controls to ensure compliance in the future.

The original executed documents are attached: Grant Application, Resolution of Grant Acceptance and Memorandum of Understanding.

The Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division H. Col. Man G. Esten
 Department J. P. ...
 City Manager

CERTIFICATE OF FUNDS

CF160119

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract Renewal Contract Change Order

Contract Start Date	10/02/12
Expiration Date	09/30/15
Original Commission Approval	\$ 37,442.00
Total Initial Encumbrance	\$ 37,442.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: <u> </u> \$ 37,442.00 Fund Code <u>28199</u> - <u>6210</u> - <u>1271</u> - <u>71</u> - <u>XXX</u> - <u>XXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u> </u> - <u> </u> - <u> </u> - <u> </u> - <u>XXX</u> - <u>XXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXX</u> - <u>XXX</u> - <u>XXX</u> - <u>XX</u> - <u>XXX</u> - <u>XXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXX</u> - <u>XXX</u> - <u>XXX</u> - <u>XX</u> - <u>XXX</u> - <u>XXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Montgomery County

Vendor Address: 451 W. Third Street Dayton OH 45422-1110
Street City State Zipcode + 4

Federal ID: 316000172

Commodity Code: 91858

Purpose: Reservation of funds to Montgomery County for their portion of the FY 2012 Edward Byrne Justice Assistance Grant awarded to the City of Dayton and to be shared with Montgomery County.

Contact Person: Stephan A. Gaytko Police/Director's Office 1/27/2016
Department/Division Date

Originating Department Director's Signature: *Richard D. Bule*

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 drawn free and clear from any previous encumbrance.

<p>Finance Director Signature: <u><i>[Signature]</i></u></p> <p>CF Prepared by: <u><i>[Signature]</i></u> <small>AS 2/19/16</small></p>	<p style="font-size: 1.5em; font-family: cursive;">2-24-16</p> <p style="text-align: center;">Date</p> <p style="font-size: 1.5em; font-family: cursive;">2-24-16</p> <p style="text-align: center;">Date</p>	<p style="text-align: right;">COMMISSION MAR 19 2016 CALENDAR</p> <p style="font-size: 2em; font-family: cursive; text-align: center;">CF160119</p> <p style="text-align: center;">CF/CT Number</p>
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INVOICE #: AC600829

Juvenile Court

Attn: Accounting/Finance Department
 380 West Second Street
 Dayton, OH 454224240
 (937) 225-3441

BILL TO: CITY OF DAYTON POLICE DEPARTMENT
 FISCAL OFFICE/ROOM 152
 335 WEST THIRD ST
 DAYTON, OH 45402

Customer Number: C-CITDAYPOL / 001
Invoice Date: 2/23/2016

Terms:

Invoice Line #	Invoice Description	Service Period	OCA	OBJ	Invoice Amount
1	Juvenile Work Program - Salaries & Benefits for J, Burgmeier	2013	240489	2411	\$ 18,721.00
Total Invoice Amount					\$ 18,721.00

PO/CT/CF/PWO/TR Order # POV Approved AMT: 18,721.⁰⁰

Fund 28199 Org 6210 Line 1271 Prog 71

Date goods/services rec'd AS DATED 11/2012 - 7/2013

DIVISION APPROVAL _____

DEPARTMENT APPROVAL Det. Col Mark G Ector
 (Required) 2/23/15

Percent Backlog Balance \$ _____

Please send remittance to department and address at the very top of this invoice unless indicated otherwise and include our Invoice No. on remittance advice.

Requestor: SSKAPI
Performance Accounting

Page 1 of 1 ✓
Date/Time of Report: 7/19/2013 14:27:39

Montgomery County
Expenditure Financial Analysis Inquiry
Fiscal Period: Month 07 2013 Appn Yr:
Act/Bal: Balance

Style: Tabular

Dept: 40

Org:

Summarize by: OCA 240489 Juvenile Work Detail 13 Secondary Summarize by: (None)

Primary Detail by: Object Lvl 2 Secondary Detail by: (None)

Object Lvl 2	Object Lvl 2 Title	Grant Budget	Enc/Preenc	Expend	Balance	% of Budget
510	Salaries	\$13,401.00	\$0.00	\$13,401.00	\$0.00	100.00%
550	Fringe Benefits	\$5,186.00	\$0.00	\$5,186.00	\$0.00	100.00%
580	Special Fringe Benefit	\$134.00	\$0.00	\$134.00	\$0.00	100.00%
		\$18,721.00	\$0.00	\$18,721.00	\$0.00	100.00%

2012
JAG

Requestor: SSKAPI
Performance Accounting

Page 1 of 1
Date/Time of Report: 7/19/2013 14:20:54

Montgomery County
Expenditure Financial Analysis Inquiry
Fiscal Period: Month 07 2013 Appn Yr:
Act/Bal: Balance

Style: Tabular

Dept: 40

Org:

Summarize by: OCA 240489 Juvenile Work Detail 13 Secondary Summarize by: (None)

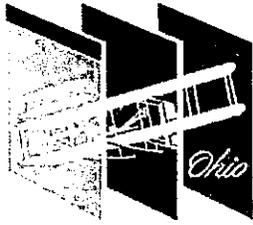
Primary Detail by: Object Lvl 3 Secondary Detail by: (None)

Object Lvl 3	Object Lvl 3 Title	Grant Budget	Enc/Preenc	Expend	Balance	% of Budget
5102	Salaries-Regular	\$13,401.00	\$0.00	\$13,007.04	\$393.96	97.06%
5135	Lump Sum Pay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
5150	Vacation Pay	\$0.00	\$0.00	\$205.80	(\$205.80)	0.00%
5155	Sick Leave Pay	\$0.00	\$0.00	\$188.16	(\$188.16)	0.00%
5507	Worker's Compensation-	\$117.30	\$0.00	\$117.00	\$0.30	99.74%
5515	Life Insurance	\$58.24	\$0.00	\$33.95	\$24.29	58.29%
5520	Retirement-Regular PER	\$1,428.00	\$0.00	\$2,067.85	(\$639.85)	144.81%
5545	FICA (Medicare)	\$147.90	\$0.00	\$216.71	(\$68.81)	146.52%
5600	Health Insurance Admini:	\$75.14	\$0.00	\$77.00	(\$1.86)	102.48%
5605	Anthem - Health Insuran:	\$3,334.46	\$0.00	\$2,647.49	\$686.97	79.40%
5635	Employee Assistance Pr	\$24.96	\$0.00	\$26.00	(\$1.04)	104.17%
5853	Employee Cell Phone All	\$134.00	\$0.00	\$134.00	\$0.00	100.00%
		\$18,721.00	\$0.00	\$18,721.00	(\$0.00)	100.00%

Check Date	Employee Number	Alpha Name	OCA Code	Gross Pay	Hours
11/2/2012	684051	BURGMEIER, J	40240489	492.61	41.75 Balance posted to other oca code
11/16/2012	684051	BURGMEIER, J	40240489	658.56	56 Balance posted to other oca code
11/30/2012	684051	BURGMEIER, J	40240489	282.24	24
11/30/2012	684051	BURGMEIER, J	40240489	658.56	56
12/14/2012	684051	BURGMEIER, J	40240489	733.82-	
12/14/2012	684051	BURGMEIER, J	40240489	733.82	
12/14/2012	684051	BURGMEIER, J	40240489	94.08	8
12/14/2012	684051	BURGMEIER, J	40240489	846.72	72
12/28/2012	684051	BURGMEIER, J	40240489	94.08	8
12/28/2012	684051	BURGMEIER, J	40240489	846.72	72
1/11/2013	684051	BURGMEIER, J	40240489	188.16	16
1/11/2013	684051	BURGMEIER, J	40240489	646.80	55
1/11/2013	684051	BURGMEIER, J	40240489		9 Vac
1/25/2013	684051	BURGMEIER, J	40240489	893.76	76
1/25/2013	684051	BURGMEIER, J	40240489		4 Vac
2/8/2013	684051	BURGMEIER, J	40240489	94.08	8
2/8/2013	684051	BURGMEIER, J	40240489	705.60	60
2/8/2013	684051	BURGMEIER, J	40240489		12 Sick
2/22/2013	684051	BURGMEIER, J	40240489	893.76	76
2/22/2013	684051	BURGMEIER, J	40240489		4 Sick
3/8/2013	684051	BURGMEIER, J	40240489	94.08	8
3/8/2013	684051	BURGMEIER, J	40240489	793.80	67.5
3/8/2013	684051	BURGMEIER, J	40240489		4.5 Vac
3/22/2013	684051	BURGMEIER, J	40240489	940.80	80
4/5/2013	684051	BURGMEIER, J	40240489	940.80	80

Check Date	Employee Number	Alpha Name	OCA Code	Gross Pay	Hours
4/19/2013	684051	BURGMEIER, J	40240489	940.8	80
5/3/2013	684051	BURGMEIER, J	40240489	940.8	80
5/17/2013	684051	BURGMEIER, J	40240489	113.51	9.5 Balance posted to other oca code
5/31/2013	684051	BURGMEIER, J	40240489	<u>846.72</u>	72 Balance posted to other oca code
				\$ 13,401.00	

\$	13,007.04	Reg
\$	205.80	
\$	<u>188.16</u>	
\$	13,401.00	



MONTGOMERY
C O U N T Y

MONTGOMERY COUNTY
ADMINISTRATION BUILDING
451 W. Third Street
Dayton, Ohio 45422-1110

COUNTY COMMISSIONERS
Judy Dodge
Dan Foley
Deborah A. Lieberman

COUNTY ADMINISTRATOR
Joseph P. Tuss

INVOICE

To: Stephan Gaytko, City of Dayton Police Department
From: Joe Spidler, Montgomery County Department of Administrative Services
Date: March 7, 2014, ~~2013~~
RE: Payment Reimbursement of Justice Assistance Grant Funds Award # 2012-DJ-BX-1236

Amount Due: \$471.03 – Montgomery County

This invoice is for the described equipment (documents attached) for the transition of JusticeWeb, Montgomery County's criminal justice information system, from an outsourced Internet connection to the county's system.

This invoice covers the lesser amount of PO401261; however, another invoice will be submitted to cover the bulk of the cost with funds from JAG Grant Funds Award # 2011-DJ-BX-3243.

Please make checks payable to: Treasurer – Montgomery County, Ohio

Please remit payment and copy of invoice to:

Montgomery County Office of Management and Budget
Tim Nolan, Director
451 West Third Street, 11th Floor
Dayton, Ohio 45422-1326

PO/CT/CF/PWC/TR Order # POV Approved AMT: \$471.03
Fund 28199 Org 6210 Line 1271 Prog 71
Date goods/services rec'd 3/2014

cc: file

DIVISIONAL APPROVAL _____
DEPARTMENT APPROVAL Richard A. Biele
(Required)
Current Banner Balance \$ _____

b i r t h p l a c e o f i n n o v a t i o n

LT JST
DE 10 14

MONTGOMERY COUNTY INVOICE TRANSMITTAL FORM INVOICE

PURCH DEPT
11005

Created By: JSPITL

Create Date: 3/6/2014

VN140393 / 001		Check
VENDOR/PAYEE ACCOUNT NUMBER/SUFFIX		Pmt Method Dist Loc
Auditor's Use Only		
<p>\$ 15,735.95 - JAG-2011</p> <p>\$ 1471.03 - JAG-2012</p>		
CV		

VENDOR/PAYEE NAME
ROUND TOWER TECHNOLOGIES

Remit Address:
8044 MONTGOMERY RD STE 700
CINCINNATI, OH 45236

TOTAL AMOUNT BEING PAID
\$ 16,206.98

SYSTEM INVOICE NUMBER >

IN408217

SINGLE

CHECK BOX FOR FINAL PAYMENT >

FINAL

CHECK BOX FOR SINGLE PAYMENT >

CO Comments (See complete comments in PS if necessary - 250 char limit on transmittal):

RETURN

CHECK BOX IF PAYMENT IS TO BE RETURNED TO YOUR DEPARTMENT INSTEAD OF BEING MAILED >

If Return to Box Above = 'X' and "return to department" criteria met, then call & return check to user: Joe Spitzer at (937) 224-8425 Extension:

PO/CO Ref #: PO401261 / 000000 PO Post Date: 02/18/2014 Vendor Inv Dt: 03/28/2013

IN408217

Staple invoice remittance copy on dark line to left!

Please attach original invoice, face up, to the back of this form and staple on dark line to right

SD



Round Tower Technologies

4555 Lake Forest Drive, Suite 220
Cincinnati OH 45242

*Rec'd:
Joe Spittler
03/06/14*

Invoice

Date	2/28/2014
Invoice #	INV10431
Terms	Net 30
Due Date	3/30/2014
PO #	PO401261
Sales Rep	Dickmeyer, David D
Contact Number	

Bill To
Montgomery County Joe Spittler spittlerj@mcoho.org 937-224-8425 451 West Third Street, 11th Floor Dayton OH 45422-1535

Ship To
Montgomery County Russ Aber aberr@mcoho.org 937-225-6452 451 West Third Street Dayton OH 45422

Quantity	Item	Description
2	10116021	CISCO ASA 5500 SSL VPN 10U LIC FACTORY
2	10969506	ASA 5525-X W/750 ANYCONN ESSENTIALS
2	11127671	SMARTNET 24X7X4 ASA 5525-X W/750 ANYCONN

Total \$16,206.98

PO#/VB#/CE#/DC# PO 401261 / INV 408217
 DEPT 11 DEPT 11
 OCA 211215 OCA 211206
 OBJ 9105 OBJ 9105
 COM 20400 COM 20400
 GRANT JAG/2011 GRANT JAG/2012
 DETAIL _____ DETAIL _____
 PROJECT _____ PROJECT _____
 DETAIL _____ DETAIL _____
 AMT \$ 15,225.95 AMT \$ 421.03
 AUTH J. J. J. DATE: 03/06/14



Purchase Order Montgomery County

Draft
PO401261

Page 1 of 2

Ship Prepaid To (F.O.B.)

See delivery schedule for any additional delivery information
See Delivery Schedule

Invoice To:

Joe Spittler
Montgomery County
451 West Third Street, 11th Floor
Dayton OH 45422-1535

ROUND TOWER TECHNOLOGIES

8044 MONTGOMERY RD STE 700
CINCINNATI OH 45236

*64A
211206
211215*

Draft
PO401261

The above # must appear on all invoices, packing lists and packages.

Solicitation #:

Vendor # : VN140393 001

E-Mail : PAT-HALLER@ROUNDTO

Certification Date :

Delivery Date: Feb 26, 2014 Terms:

F.O.B.:

1	20400 SPECIFICATION: Computer hardware pursuant to Quote # D14-5001 for ASA 5525-X w/750 Any Connect Essentials and Mobile and associated equipment. Delivery Address: Russ Aber Montgomery County DP 451 West Third Street, 6th Floor Dayton OH 45422- Phone: (937) 225-6452 Ext. 0 Fax: (000) 000-0000	1	EA	\$16,207.00	\$16,207.00
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Total: \$16,207.00

*JAG 2011 OCA 211215 A 15,735.95
JAG 2012 OCA 211206 A 471.03 } # 16,206.98*



Purchase Order Montgomery County

Draft
PO401261

Page 2 of 2

Terms:

The original copy of the purchase order is to be printed on paper that has a distinct watermark when held up to the light.

If applicable mail MSDS Data Sheets before delivery of product to Ship to Address.

Vendor Note: No variations will be permitted on this order. This becomes valid only when properly signed by the County Auditor and the County Purchase Agent or their authorized representative.

Tax Exemptions: Federal Excise Tax Exemption Certificate No. A-284670 has been assigned to Montgomery County by U.S. Treasury Department. No further exemption necessary.

Exemption from Ohio Sales Tax is provided under section 5739.02 (B) (1), revised code

Auditor's Certification :

It is hereby certified, as of the date posted, that the amount set out to meet the contract agreement obligation, payment, or expenditure, for the above has been lawfully appropriated, authorized or directed for such purposes and is in the county treasury or in the process of collection to the credit of the appropriate funds free from any obligation or certification now outstanding.

Karl L. Keith

County Auditor

Purchasing Director / Fiscal Officer



**ROUNDTOWER
TECHNOLOGIES**

Product and Services Quotation

Prepared for:
James Alford
Montgomery County
451 West Third Street
Dayton, OH 45422

Hardware
Split OCA on PO
\$15,735.95 - OCA 211215
\$1471.05 - OCA 211206

PO 401261
PRICE QUOTE

Date: **1/22/2014**
Quote #: **D14-5001**
Prepared by: **David D. Dickmeyer**
Phone: **(513) 632-0168**
Email: **david.dickmeyer@roundtower.com**

Cisco Switches with 60 months maintenance				
Qty	Product	Description	Unit Price(USD)	Extended List(USD)
2	ASA5526VPN-EM750K9	ASA 5525-X w/750 AnyConnect Essentials and Mobile	9,495.00	18,990.00
2	CON-SNTP-ASA55257	SMARTNET 24X7X4 ASA 5525-X w/750 AnyConnect Eas and Mob	1,822.00	3,644.00
2	SF-ASA-X-9.1-K8	ASA 9.1 Software Image for ASA 5500-X Series5585-X & ASA-SM	0.00	0.00
2	ASA-AC-E-5525	AnyConnect Essentials VPN License - ASA 5525-X (750 Users)	0.00	0.00
2	ASA5500-SSL-10	ASA 5500 SSL VPN 10 Premium User License	1,250.00	2,500.00
2	ASA-AC-M-5525	AnyConnect Mobile - ASA 5525-X (req. Essentials or Premium)	0.00	0.00
2	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	0.00	0.00
2	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows Solaris Linux Mac)	0.00	0.00
2	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	0.00	0.00
2	ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	0.00	0.00
2	ASA5525-MB	ASA 5525 IPS Part Number with which PCB Serial Is associated	0.00	0.00
TOTAL LIST PRICE				\$ 25,134.00
EMC/RoundTower Discounts				\$ (8,927.00)
MONTGOMERY COUNTY TOTAL PURCHASE PRICE				\$ 16,207.00

Warranty and Maintenance Period			
Hardware Warranty of 12 Months Included above	\$	1,822.00	\$ 3,644.00
Hardware Support for 24 Months Included	\$	3,644.00	\$ 7,288.00
Hardware Support for 36 Months Included	\$	5,466.00	\$ 10,932.00

CONTROL NO. 02-11 (To be filled in by Data Processing)

MONTGOMERY COUNTY DATA PROCESSING Process 4 Form

PROCESS FOUR APPROVAL FORM FOR SMALL EQUIPMENT/SOFTWARE COSTING LESS THAN \$25,000.00

INSTRUCTIONS: Please provide information for the topics listed below. Use separate page(s) if desired. NOTE: Be sure that this is the appropriate form for this procurement. If there is any doubt, contact the Director of Data Processing at 225-4318.

1. SOURCE OF FUNDING: Name of Organization JusticeWeb Operations

Software (cbj level 3 6120) \$ ^{OCA / 211215/211206} ~~115,735.95~~ 471.05 (471.03)
Hardware (cbj level 3 9105) \$ 16,207.00 (16,206.90)

2. SOFTWARE PURCHASES
Requestor has read the software license and agrees not to copy, distribute or install the software in violation of that license.

James Smith NIA (Signature)
This includes any software that is preloaded.

3. SYSTEM DESCRIPTION
(Provide detail of any options, printers, software and thorough description of the unit desired. Attach separate page, if needed.)

Hardware to be purchased is pursuant to the attached quote and is to be utilized to migrate JusticeWeb from Cogent Internet access to the County's Internet pipe. ■

4 JUSTIFICATION (Provide description of need.)

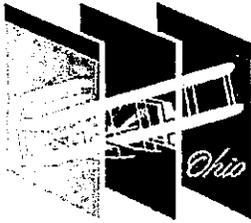
This migration is being pursued as a cost saving measure in JusticeWeb operations and at the same time being more convenient to be on the County's system.

5. DESCRIBE ANY SUPPORT THAT YOU ANTICIPATE FOR IMPLEMENTATION.

Support from the DP staff to oversee the migration and future monitoring of the system.

	APPROVALS:	DATE
Originating Organization Approval:	<u>James Smith</u>	<u>02/10/14</u>
OMB (Budget)	<u>[Signature]</u>	<u>2/11/14</u>
Director, Data Processing	<u>James A. [Signature]</u>	<u>2/11/14</u>

APPROVED FORM RETURNED TO: Spitlerj@mcphio.org
(Email address please print)



MONTGOMERY
C O U N T Y

MONTGOMERY COUNTY
ADMINISTRATION BUILDING
451 W. Third Street
Dayton, Ohio 45422-1110

COUNTY COMMISSIONERS
Judy Dodge
Dan Foley
Deborah A. Lieberman

COUNTY ADMINISTRATOR
Joseph P. Tuss

INVOICE

To: Stephan Gaytko, City of Dayton Police Department
From: Joe Spitler, Montgomery County Department of Administrative Services
Date: March 19, 2014
RE: Payment Reimbursement of Justice Assistance Grant Funds Award # 2012-DJ-BX-1236

Amount Due: \$2814.18 – Montgomery County

This invoice is for the described equipment (documents attached) for use in JusticeWeb, Montgomery County's criminal justice information system, for an upgrade in storage within a virtual environment.

Please make checks payable to: Treasurer – Montgomery County, Ohio *OK TO PAY*

Please remit payment and copy of invoice to:

Montgomery County Office of Management and Budget
Tim Nolan, Director
451 West Third Street, 11th Floor
Dayton, Ohio 45422-1326

PO/CT/CF/PWO/TR Order # POV Approved AMT: 2814.18

Fund 28199 Org 6210 Line 1271 Prog 71

Date goods/services rec'd 3/2014

cc: file

DIVISION APPROVAL _____

DEPARTMENT APPROVAL Richard A. Beebe
(Required)

Current Banner Balance \$ _____

*Recd: Joe Spilter
03/19/14*

1025 E. Busch Parkway
Buffalo Grove, IL 60089
v. (800) 870-4340
f. (847) 634-0702
www.mnjtech.com

Invoice No: 0950035454

Invoice Date: 3/12/2014
Sales Order No: 0950055427
Customer Number: 9500550

Bill To: CRIMINAL JUSTICE COUNCIL
451 W 3RD ST
DAYTON, OH 45422-0001 USA

Ship To: CRIMINAL JUSTICE COUNCIL
451 W 3RD ST
DAYTON, OH 454220001 USA

Ordered By: JOE SPILTER

Invoice Date	Purchase Order No.	Ship Via
3/12/2014	401503	FEDEX GROUND
Due Date	Terms	Salesperson
4/11/2014	NET 30 DAYS	KEVIN COWAN

Item No.	Description	Quantity Shipped	Unit Price	Extension
MNJ448909	Emulex LightPulse LPe12002 Fibre Channel Host Bus Adapter - 2 x LC - PCI Express 2.0 - 8Gbps Mfg Part No: LPE12002-M8	2	1,407.09	2,814.18
LAST ITEM				
Tracking Info: 1ZAT42420294538877 Tracking Info: 1ZAT42420294538877				
PO#/NB#/CE#/DC# <u>PO 401503 / LN 409667</u> DEPT _____ DEPT <u>11</u> OCA _____ OCA <u>211206</u> OBJ _____ OBJ <u>9101</u> COM _____ COM <u>20400</u> GRANT _____ GRANT <u>146-2012</u> DETAIL _____ DETAIL _____ PROJECT _____ PROJECT _____ DETAIL _____ DETAIL _____ AMT \$ _____ AMT \$ <u>2,814.18</u> AUTH <u>Joe Spilter</u> DATE <u>03/19/14</u>				

PLEASE REMIT TO:
MNJ Technologies Public Sector, LLC.
PO Box 7461
Buffalo Grove, IL 60089
FEIN: 26-4148721

Subtotal	2,814.18
Freight	0.00
Sales Tax	0.00
Total	2,814.18

Payment/Credit Amount	0.00
Balance	2,814.18

Purchaser agrees to pay all costs of collection including attorney fees in the event of non-payment. A finance charge of 1-1/2% per month may be charged on past due invoices.
All Returns Subject to the following: must include Original Invoice & RMA No., 15% Restocking Fee, Must be in Original Box in Re-Saleable Condition, After 30 days, Repair or Exchange Only.

Please see reverse for terms and conditions

**MONTGOMERY COUNTY INVOICE TRANSMITTAL FORM
INVOICE**

PURCH DEPT
2500502

Created By: JSPITL

Create Date: 3/19/2014

VENDOR/PAYEE NAME
MNJ TECHNOLOGIES PUBLIC SECTOR, LLC

Remit Address:

PO BOX 7461

TOTAL AMOUNT BEING PAID

\$ 2,814.18

BUFFALO GROVE, IL 60089

SYSTEM INVOICE NUMBER>

IN409667

CHECK BOX FOR FINAL PAYMENT>



CHECK BOX FOR SINGLE PAYMENT>

SINGLE

CO Comments (See complete comments in PS if necessary - 250 char limit on transmittal):

CHECK BOX IF PAYMENT IS TO BE RETURNED TO YOUR DEPARTMENT INSTEAD OF BEING MAILED>

RETURN

If Return to Box Above = 'X' and "return to department" criteria met, then call & return check to user: Joe Spittler at (937) 224-8425 Extension:

PO/CO Ref#: PO401503 /000000 PO Post Date: 03/04/2014 Vendor Inv Dt: 03/12/2014

VN100062 / 001		Check	
VENDOR/PAYEE ACCOUNT NUMBER/SUFFIX		Pmt Method	Dist Loc
Auditor's Use Only			
CV			

IN409667

Staple invoice remittance copy on dark line to left!

Please attach original invoice, face up, to the back of this form and staple on dark line to right



**Purchase Order
Montgomery County**

Draft
PO401503

Page 1 of 2

Ship Prepaid To (F.O.B.)

See delivery schedule for any additional delivery information

Joe Spittler
Criminal Justice Council
451 W Third St
PO Box 972
Dayton OH 45422-1375
Phone: (937) 225-5802

Invoice To:

Joe Spittler
Criminal Justice Council
451 W Third St
PO Box 972
Dayton OH 45422-1375

2/12/14

MNJ TECHNOLOGIES PUBLIC SECTOR, LLC

1025 BUSCH PARKWAY
BUFFALO GROVE IL 60089

Draft

PO401503

The above # must appear on all invoices, packing lists and packages.

Solicitation #:

Vendor # : VN100062 001

E-Mail : KCOWAN@MNJTECH.CO

Certification Date :

Delivery Date: Mar 12,2014 **Terms:**

F.O.B.:

Qty	Description	Quantity	UOM	Unit Price	Total Price
1	20400 SPECIFICATION: Product: MNJ448909 - 2 Emulex Lightpulse LPe12002 Fibre Channel Host Bus Adapter - 2 x LC-PCI Express 2.0 - 8Gbps, MFG PART NO: LPE12002-M8 (fiber cards) Pursuant to Quote No.:0950053974	1	EA	\$2,814.18	\$2,814.18
Total:					\$2,814.18



Purchase Order Montgomery County

Draft
PO401503

Page 2 of 2

Terms:

The original copy of the purchase order is to be printed on paper that has a distinct watermark when held up to the light.

If applicable mail MSDS Data Sheets before delivery of product to Ship to Address.

Vendor Note: No variations will be permitted on this order. This becomes valid only when properly signed by the County Auditor and the County Purchase Agent or their authorized representative.

Tax Exemptions: Federal Excise Tax Exemption Certificate No. A-284670 has been assigned to Montgomery County by U.S. Treasury Department. No further exemption necessary.

Exemption from Ohio Sales Tax is provided under section 5739.02 (B) (1), revised code

Auditor's Certification :

It is hereby certified, as of the date posted, that the amount set out to meet the contract agreement obligation, payment, or expenditure, for the above has been lawfully appropriated, authorized or directed for such purposes and is in the county treasury or in the process of collection to the credit of the appropriate funds free from any obligation or certification now outstanding.

Karl L. Keith

County Auditor

Purchasing Director / Fiscal Officer



MNJ TECH PUBLIC SECTOR LLC
 1027 E BUSCH PARKWAY
 Buffalo Grove, IL 60089
 (877) 665-4681

*211206
9105*

PO 401503

QUOTE DATE QUOTE NO
Commodity 02/07/2014 0950053974
Code 20400
 Page: 1

P.O.:
 PRINTED: Feb 7, 2014 1:15 pm
 ORDERED BY: Russ Aber

SALESPERSON:	Kevin Cowan
EMAIL:	kcowan@mnjtech.com
PHONE NO:	(847) 876-8838 EXT: 8338

BILL TO: (00-5003994)
 Montgomery County Data Process
 451 West Third Street
 4th Floor
 Dayton, OH 45422

SHIP TO: (9999)
 MONTGOMERY COUNTY DATA PROCESS
 451 W 3RD ST FL 6
 DAYTON, OH 454220001

ATTN:

Hardware

ATTN: Russ Aber
 Phn: 9372256452
 Email: aberr@mcoho.org

Fiber Cards

LN	PRODUCT	QTY ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)	
1	MNJ448909	2	Emulex LightPulse LPe12002 Fibre Channel Host Bus Adapter - 2 x LC - PCI Express 2.0 - 8Gbps	1,407.09	2,814.18	
MFG PART NO: LPE12002-M8						
					Net Order:	\$2,814.18
					Sales Tax:	\$0.00
					Shipping Charges:	\$0.00
					Total:	\$2,814.18
					Less Deposit:	\$0.00
					Order Balance:	\$2,814.18
Thanks for the opportunity. We appreciate all your business						
SHIP VIA	FOB		TERMS			
FEDEX GROUND			Net 30 Days			

CONTROL NO. 02-27b (To be filled in by Data Processing)

MONTGOMERY COUNTY DATA PROCESSING Process 4 Form

PROCESS FOUR APPROVAL FORM FOR SMALL EQUIPMENT/SOFTWARE COSTING LESS THAN \$25,000.00

INSTRUCTIONS: Please provide information for the topics listed below. Use separate page(s) if desired. NOTE: Be sure that this is the appropriate form for this procurement. If there is any doubt, contact the Director of Data Processing at 225-4318.

1. SOURCE OF FUNDING: Name of Organization JusticeWeb Operations

OCA 211206 (JAG 2012)

Software (obj level 3 6120) \$

Hardware (obj level 3 9105) \$ 2,814.18

2. SOFTWARE PURCHASES

Requestor has read the software license and agrees not to copy, distribute or install the software in violation of that license.

(Signature)

This includes any software that is preloaded.

3. SYSTEM DESCRIPTION

(Provide detail of any options, printers, software and thorough description of the unit desired. Attach separate page, if needed.)

Fiber Cards 2xLC-PCI Express 2.0 - 8Gbps

4 JUSTIFICATION (Provide description of need.)

Fiber cards required for JusticeWeb server to enable virtual capacity.

5. DESCRIBE ANY SUPPORT THAT YOU ANTICIPATE FOR IMPLEMENTATION.

Installation by DP staff.

APPROVALS:

DATE

Originating Organization Approval: _____

02/27/14

OMB (Budget) _____

2/27/14

Director, Data Processing _____

2-28-14

APPROVED FORM RETURNED TO: _____

(Email address please print)



MONTGOMERY
C O U N T Y

MONTGOMERY COUNTY
ADMINISTRATION BUILDING
451 W. Third Street
Dayton, Ohio 45422-1110

COUNTY COMMISSIONERS
Judy Dodge
Dan Foley
Deborah A. Lieberman

COUNTY ADMINISTRATOR
Joseph P. Tuss

INVOICE

To: Stephan Gaytko, City of Dayton Police Department
From: Joe Spidler, Montgomery County Department of Administrative Services
Date: April 22, 2014
RE: Payment Reimbursement of Justice Assistance Grant Funds Award # 2012-DJ-BX-1236

Amount Due: \$11,200.00 – Montgomery County

This invoice is for the described services of RoundTower Technologies (documents attached) for converting JusticeWeb, Montgomery County’s criminal justice information system, from a private internet provider to Montgomery County’s internet pipe. This will offer us more bandwidth at a lower cost compared to what we currently pay for one T1 line.

Please make checks payable to: Treasurer – Montgomery County, Ohio

OK TO PAY

Please remit payment and copy of invoice to:

Montgomery County Office of Management and Budget
Tim Nolan, Director
451 West Third Street, 11th Floor
Dayton, Ohio 45422-1326

PO/CT/CF/PWO/TR Order # POV Approved AMT: 11200.⁰⁰

Fund 28199 Org 6210 Line 1271 Prog 71

Date goods/services rec'd 4/2014

cc: file

DIVISION APPROVAL _____

DEPARTMENT APPROVAL *Richard A. Biele*
(Required)

Current Banner Balance \$ _____

**MONTGOMERY COUNTY INVOICE TRANSMITTAL FORM
INVOICE**

VN140393 / 001

Check

Created By: JSPITL

Create Date: 4/22/2014

PURCH DEPT
11005

VENDOR/PAYEE ACCOUNT NUMBER/SUFFIX

Pmt Method Dist Loc

VENDOR/PAYEE NAME
ROUND TOWER TECHNOLOGIES

Auditor's Use Only

Remit Address:

TOTAL AMOUNT BEING PAID

4555 LAKE FOREST DR STE 220

\$ **11,200.00**

CINCINNATI, OH 45242

SYSTEM INVOICE NUMBER>

IN413739

SINGLE

X

CHECK BOX FOR SINGLE PAYMENT>

FINAL
X

CHECK BOX FOR FINAL PAYMENT>

CO Comments (See complete comments in PS if necessary - 250 char limit on transmittal):

RETURN

CHECK BOX IF PAYMENT IS TO BE RETURNED TO YOUR DEPARTMENT INSTEAD OF BEING MAILED>

CV

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If Return to Box Above = 'X' and "return to department" criteria met, then call & return check to user: Joe Spitler at (937) 224-8425 Extension:

PO/CO Ref #: CE400227 /000000 PO Post Date: 03/12/2014 Vendor Inv Dt: 03/18/2014

I N 4 1 3 7 3 9

Staple invoice remittance copy on dark line to left!

Please attach original invoice, face up, to the back of this form and staple on dark line to right

*Rec'd: Joe Smith
03/18/14*



RoundTower Technologies
4555 Lake Forest Drive, Suite 220
Cincinnati OH 45242

Invoice

Date	3/18/2014
Invoice #	INV10478
Terms	Net 30
Due Date	4/17/2014
PO #	CE400227
Sales Rep	Dickmeyer, David D
Contact Number	

Bill To
Montgomery County
Dorine Ragsdale
451 W. Third St
937-225-5802
spitlerj@mcoho.org
Dayton OH 45422

Ship To
Montgomery County
Dorine Ragsdale
451 W. Third St
937-225-5802
spitlerj@mcoho.org
Dayton OH 45422

Quantity	Item	Description
1	RTT Network & Compute Implementation Services	RoundTower Custom Services for Network & Compute

Total \$11,200.00

PO#/VB#/CE#/DC# CE400227/1W 4137J9
 DEPT _____ DEPT 14
 OCA _____ OCA 211206
 OBJ _____ OBJ 7102
 COM _____ COM 91109
 GRANT _____ GRANT JAG-2012-DJ-AX-1236
 DETAIL _____ DETAIL _____
 PROJECT _____ PROJECT _____
 DETAIL _____ DETAIL _____
 AMT \$ _____ AMT \$ 11,200.00
 AUTH *Joe Smith* DATE: 04/22/14



**Auditor's Contract Certificate
Montgomery County**

14-0363

Draft
CE400227

Page 1 of 1

Ship Prepaid To (F.O.B.)

See delivery schedule for any additional delivery information

Dorine Ragsdale
451 W. Third St.
Dayton OH 45422-
Phone: (937) 225-5802

Invoice To:

ATTN DORINE RAGSDALE
MONTGOMERY COUNTY
ADMINISTRATIVE SERVICES
451 W THIRD ST
DAYTON OH 45422-1535

ROUND TOWER TECHNOLOGIES

8044 MONTGOMERY RD STE 700
CINCINNATI OH 45236

**Draft
CE400227**

The above # must appear on all invoices, packing lists and packages.

Solicitation #:
Vendor # : VN140393 001
E-Mail : PAT-HALLER@ROUNDTO
Certification Date :

Delivery Date: Mar 06,2014 **Terms:**

F.O.B.:

Item	Description	Quantity	UOM	Unit Price	Total Cost
1	91800 SPECIFICATION: PROVISIONS FOR CONSULTING SERVICES FOR THE DEPARTMENT OF ADMINISTRATIVE SERVICES IN AN AMOUNT NOT TO EXCEED \$11,200.00 THROUGH MAY 15, 2014. SEE EXECUTED AGREEMENT FOR MORE DETAILS.	1	EA	\$11,200.00	\$11,200.00
Total:					\$11,200.00

Auditor's Certification :

It is hereby certified, as of the date posted, that the amount set out to meet the contract agreement obligation, payment, or expenditure, for the above has been lawfully appropriated, authorized or directed for such purposes and is in the county treasury or in the process of collection to the credit of the appropriate funds free from any obligation or certification now outstanding.

Karl J. Kruth

County Auditor

N/A

Purchasing Director / Fiscal Officer



MONTGOMERY
C O U N T Y

HUMAN SERVICES PLANNING & DEVELOPMENT

MONTGOMERY COUNTY
ADMINISTRATION BUILDING

451 W. Third Street, 9th Floor
Dayton, Ohio 45422-1600

937-225-4695 - phone
937-496-7714 - fax

www.mcoho.org

COUNTY COMMISSIONERS

Judy Dodge
Dan Foley
Deborah A. Lieberman

COUNTY ADMINISTRATOR

Joseph P. Tuss

DEPARTMENT DIRECTOR

Tom Kelley

INVOICE

To: Stephan Gaytko, City of Dayton Police Department
From: Joe Spitler, Montgomery County Human Services Planning & Development
Date: May 6, 2015
RE: Payment Reimbursement of Justice Assistance Grant Funds Award # 2012-DJ-BX-1236

Amount Due: \$625.00 – Montgomery County

This invoice is for the described services of the Ross Group (copy of agreement provided) for JusticeWeb database assessment.

Please make checks payable to: Treasurer – Montgomery County, Ohio

Please remit payment and copy of invoice to:

OK TO PAY
[Signature]

Montgomery County Office of Management and Budget
Tim Nolan, Director
451 West Third Street, 11th Floor
Dayton, Ohio 45422-1326

PO/CT/CF/PWO/TR Order # POV Approved AMT: 625.00

Fund 28199 Org 6210 Line 1271 Prog 71

Date goods/services rec'd 5/2015

cc: file

DIVISION APPROVAL _____

DEPARTMENT APPROVAL [Signature]
(Required)

Current Banner Balance \$ _____

**MONTGOMERY COUNTY INVOICE TRANSMITTAL FORM
INVOICE**

VN124576 / 001

Check

VENDOR/PAYEE ACCOUNT NUMBER/SUFFIX

Pmt Method Dist Loc

PURCH DEPT
14

Created By: JSPEL

Create Date: 5/4/2015

VENDOR/PAYEE NAME
ROSS GROUP INC

Remit Address
6636 CHURCH ST STE B
DOUGLASVILLE GA 30134

TOTAL AMOUNT BEING PAID
\$ 625.00

Auditor's Use Only

SYSTEM INVOICE NUMBER >

IN513726

SINGLE

CHECK BOX FOR FINAL PAYMENT

FINAL

CHECK BOX FOR SINGLE PAYMENT

CO Comments (See complete comments in PS if necessary - 250 char limit on transmittal)

RETURN

CV

CHECK BOX IF PAYMENT IS TO BE RETURNED TO YOUR DEPARTMENT INSTEAD OF BEING MAILED

If Return to Box Above = 'X' and "return to department" criteria met then call to return check to user: Joe Spittler at (937) 224-8425 Extension:

PO/CO Ref#: CE500231 / 000000 PO Post Date: 04/22/2015 Vendor Inv Dt: 04/30/2015

IN513726

Staple invoice remittance copy on dark line to left!

Please attach original invoice, face up, to the back of this form and staple on dark line to right



ROSS GROUP INC
6636 CHURCH STREET
SUITE B
DOUGLASVILLE, GA 30134

MONTGOMERY
COUNTY OHIO

15 APR 34 AM 10: 58

BOARD OF COUNTY
COMMISSIONERS

DATE	INVOICE NO.
4/30/2015	32001

BILL TO
Montgomery County Commissioner 451 West Third Street Dayton, Ohio 45402

P.O. No.	TERMS	DUE DATE	PROJECT
	Net 30	5/30/2015	MONT_2015_02 Jus...

DESCRIPTION	QTY	RATE	AMOUNT
04/16/2015 to 04/30/2015 MONT_2015_02 Justice Web 11g Upgrade	5	125.00	625.00
PO#VB#(C)E#DC# <u>CEJ00231/IN513226</u> DEPT _____ DEPT <u>11</u> OCA _____ OCA <u>211206</u> OBJ _____ OBJ <u>7102</u> COM _____ COM <u>91809</u> GRANT _____ GRANT <u>2812 JAG</u> DETAIL _____ DETAIL <u>—</u> PROJECT _____ PROJECT <u>—</u> DETAIL _____ DETAIL <u>—</u> AMT \$ _____ AMT \$ <u>625.00</u> AUTH <u>Jawfth</u> DATE: <u>05/04/15</u>			
Total			\$625.00



MONTGOMERY
C O U N T Y

HUMAN SERVICES PLANNING & DEVELOPMENT

MONTGOMERY COUNTY
ADMINISTRATION BUILDING

451 W. Third Street, 9th Floor
Dayton, Ohio 45422-1600

937-225-4695 - phone
937-496-7714 - fax

www.mcoho.org

COUNTY COMMISSIONERS

Judy Dodge
Dan Foley
Deborah A. Lieberman

COUNTY ADMINISTRATOR
Joseph P. Tuss

DEPARTMENT DIRECTOR
Tom Kelley

INVOICE

To: Stephan Gaytko, City of Dayton Police Department
From: Joe Spitler, Montgomery County Human Services Planning & Development
Date: May 19, 2015
RE: Payment Reimbursement of Justice Assistance Grant Funds Award # 2012-DJ-BX-1236

Amount Due: \$3,610.77 – Montgomery County

This invoice is for the described services of the Ross Group (copy of agreement has been provided) for JusticeWeb database assessment.

This is a partial payment for their Invoice #32052 in the amount of \$3,687.50. The remainder of the invoice amount, \$76.73 will be paid from JAG 2013 funding. That amount will be billed separately.

With payment of this invoice Grant Award # 2012-DJ-BX-1236 will have a \$0.00 balance in the county's financial system. No reimbursement payments from the City of Dayton have been received for the 2012 grant award.

Handwritten: OK TO PAY

Please make checks payable to: Treasurer – Montgomery County, Ohio

PO/CT/CF/PWO/TR Order # POV Approved AMT: \$3,610.77

Please remit payment and copy of invoice to:

Fund 28199 Org 6210 Line 1271 Prog 71

Montgomery County Office of Management and Budget

Tim Nolan, Director
451 West Third Street, 11th Floor
Dayton, Ohio 45422-1326

Date goods/services rec'd 5/2015

DIVISION APPROVAL _____

DEPARTMENT APPROVAL Patricia A. Burt
(Required)

cc: file

Current Banner Balance \$ _____



ROSS GROUP INC
6636 CHURCH STREET
SUITE B
DOUGLASVILLE, GA 30134

MONTGOMERY
COUNTY OHIO

15 MAY 19 AM 9:04

BOARD OF COUNTY
COMMISSIONERS

DATE	INVOICE NO.
5/15/2015	32052

BILL TO
Montgomery County Commissioner 451 West Third Street Dayton, Ohio 45402

P.O. No.	TERMS	DUE DATE	PROJECT
	Net 30	6/14/2015	MONT_2015_02 Jus...

DESCRIPTION	QTY	RATE	AMOUNT
05/01/2015 to 05/15/2015 MONT_2015_02 Justice Web 11g Upgrade	29.5	125.00	3,687.50
PO#/VB#/CE#/DC# <u>CE500231 / IN515428</u> DEPT _____ DEPT <u>17</u> OCA _____ OCA <u>211206 / 21120</u> OBJ _____ OBJ <u>7102</u> COM _____ COM <u>9100</u> GRANT _____ GRANT <u>2012/2013 JAG</u> DETAIL _____ DETAIL _____ PROJECT _____ PROJECT _____ DETAIL _____ DETAIL _____ AMT \$ _____ AMT \$ <u>3687.50</u> AUTH <u>Jae Gill</u> DATE: <u>05/19/15</u> JAG-2012 - 3,610.77 dAb-2013 76.73 Total # <u>3,687.50</u>			
Total			\$3,687.50

MONTGOMERY COUNTY INVOICE TRANSMITTAL FORM INVOICE

VN124576 / 001	Check	
VENDOR/PAYEE ACCOUNT NUMBER/SUFFIX	Pmt Method	Dist Loc
Auditor's Use Only		
CV		

PURCH DEPT
14

Created By: JSPITL

Create Date: 5/19/2015

VENDOR/PAYEE NAME
ROSS GROUP INC

Remit Address:
6636 CHURCH ST STE B

TOTAL AMOUNT BEING PAID
\$ **3,687.50**

DOUGLASVILLE, GA 30134

SYSTEM INVOICE NUMBER>

IN515428

SINGLE

CHECK BOX FOR FINAL PAYMENT>

CHECK BOX FOR SINGLE PAYMENT>

CO Comments (See complete comments in PS if necessary - 250 char limit on transmittal):

RETURN

CHECK BOX IF PAYMENT IS TO BE RETURNED TO YOUR DEPARTMENT INSTEAD OF BEING MAILED>

If Return to Box Above = 'X' and "return to department" criteria met, then call & return check to user: Joe Spitler at (937) 224-8425 Extension:

PO/CO Ref #: CE500231 / 000000 PO Post Date: 04/22/2015 Vendor Inv Dt: 05/15/2015

I N 5 1 5 4 2 8

Staple invoice remittance copy on dark line to left!

Please attach original invoice, face up, to the back of this form and staple on dark line to right



HUMAN SERVICES PLANNING & DEVELOPMENT

MONTGOMERY COUNTY
ADMINISTRATION BUILDING

451 W. Third Street, 9th Floor
Dayton, Ohio 45422-1600

937-225-4695 - phone
937-496-7714 - fax

www.mcoho.org

COUNTY COMMISSIONERS

Judy Dodge
Dan Foley
Deborah A. Lieberman

COUNTY ADMINISTRATOR

Joseph P. Tuss

DEPARTMENT DIRECTOR

Tom Kelley

INVOICE

To: Stephan Gaytko, City of Dayton Police Department
From: Joe Spittler, Montgomery County Human Services Planning & Development
Date: May 19, 2015
RE: Payment Reimbursement of Justice Assistance Grant Funds Award # 2013-DJ-BX-0206

Amount Due: \$76.73 – Montgomery County

This invoice is for the described services of the Ross Group (copy of agreement has been provided) for JusticeWeb database assessment.

This is a partial payment for their Invoice #32052 in the amount of \$3,687.50. The remainder of the invoice amount, \$3,610.77 will be paid from JAG 2012 funding. That amount will be billed separately.

Please make checks payable to: Treasurer – Montgomery County, Ohio

Please remit payment and copy of invoice to:

Montgomery County Office of Management and Budget
Tim Nolan, Director
451 West Third Street, 11th Floor
Dayton, Ohio 45422-1326

cc: file



ROSS GROUP INC
6636 CHURCH STREET
SUITE B
DOUGLASVILLE, GA 30134

MONTGOMERY
COUNTY OHIO

15 MAY 19 AM 9:04

BOARD OF COUNTY
COMMISSIONERS

DATE	INVOICE NO.
5/15/2015	32052

BILL TO
Montgomery County Commissioner 451 West Third Street Dayton, Ohio 45402

P.O. No.	TERMS	DUE DATE	PROJECT
	Net 30	6/14/2015	MONT_2015_02 Jus...

DESCRIPTION	QTY	RATE	AMOUNT
05/01/2015 to 05/15/2015 MONT_2015_02 Justice Web 11g Upgrade	29.5	125.00	3,687.50
<p>PO#/VB#/ICE#/DC# <u>CE500281 / IN 515420</u></p> <p>DEPT _____ DEPT <u>14</u></p> <p>OCA _____ OCA <u>2112010 / 211320</u></p> <p>OBI _____ OBI <u>7102</u></p> <p>COM _____ COM <u>91200</u></p> <p>GRANT _____ GRANT <u>2012/2013 JAG</u></p> <p>DETAIL _____ DETAIL _____</p> <p>PROJECT _____ PROJECT _____</p> <p>DETAIL _____ DETAIL _____</p> <p>AMT \$ _____ AMT \$ <u>3687.50</u></p> <p>AUTH <u>Joe Gill</u> DATE: <u>05/19/15</u></p> <p>JAG-2012 - \$3,610.77</p> <p>JAG-2013 - 76.73</p> <p>Total \$3,687.50</p>			
Total			\$3,687.50

**MONTGOMERY COUNTY INVOICE TRANSMITTAL FORM
INVOICE**

VN124576 / 001		Check	
VENDOR/PAYEE ACCOUNT NUMBER/SUFFIX		Pmt Method	Dist Loc
Auditor's Use Only			
CV			

PURCH DEPT
14

Created By: JSPITL

Create Date: 5/19/2015

VENDOR/PAYEE NAME

ROSS GROUP INC

Remit Address:

6636 CHURCH ST STE B

DOUGLASVILLE, GA 30134

TOTAL AMOUNT BEING PAID

\$ 3,687.50

SYSTEM INVOICE NUMBER>

IN515428

SINGLE

FINAL

CHECK BOX FOR SINGLE PAYMENT>

CHECK BOX FOR FINAL PAYMENT>

CO Comments (See complete comments in PS if necessary - 250 char limit on transmittal):

RETURN

CHECK BOX IF PAYMENT IS TO BE RETURNED TO YOUR DEPARTMENT INSTEAD OF BEING MAILED>

If Return to Box Above = 'X' and "return to department" criteria met, then call & return check to user: Joe Spitler at (937) 224-8425 Extension:

PO/CO Ref #: CE500231 /000000 PO Post Date: 04/22/2015 Vendor Inv Dt: 05/15/2015

I N 5 1 5 4 2 8

Staple invoice remittance copy on dark line to left!

Please attach original invoice, face up, to the back of this form and staple on dark line to right

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager Date March 16, 2016

FROM: Planning & CD/HousingConservation Code 16022-2320-1159-32
Department/Division

Fund Title Demolition Special Projects

(CHECK ONE)

Amount \$ 37,350 (thru 5/1/2017)

- Purchase Order
- Price Agreement
- Award of Contract
- Other Change Order No. 1 (CT15-1150)
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Supplier/Vendor/Company/Individual:
 NAME Bladecutters, Inc.
 ADDRESS 5440 N. Dixie Drive
Dayton, OH 45414

Justification and description of purchase, contract or payment:

NUISANCE ABATEMENT PROGRAM RESIDENTIAL SECURING I – 2015
(100% SBE PARTICIPATION GOAL/100% SBE PARTICIPATION ACHIEVED)

The Department of Planning & Community Development, Division of Housing Conservation is requesting approval of Change Order No. 1 for \$37,350 with Bladecutters, Inc. for securing services. The Change Order will permit the City to secure an additional 25 vacant structures or equivalent square footage, which includes garage doors as assigned by the Housing Conservation Division in support of code enforcement efforts. This Change Order will continue the City's securing program uninterrupted until a new contract is awarded. The number of Working Days also will increase from 340 to 365. There is no list of structures associated with this Change Order.

The original contract for \$167,520 was approved by the Dayton City Commission on May 6, 2015 as Calendar Item #4 and signed on June 3, 2015. With approval of this Change Order, the total contract expenditure authority will be \$204,870. The 100% SBE participation goal applies to the Change Order.

This Change Order is being funded from the General Fund.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Ken Powell
Division

Ann K. Powell
Department

Jan D. Powell
City Manager

Clerk

Date

CHANGE ORDER NUMBER ONE

This Change Order Number One, entered into this _____ day of _____, 2016, is between the CITY OF DAYTON, OHIO (“City”) and BLADECUTTERS, INC. (“Contractor”).

WITNESSETH THAT:

WHEREAS, City and Contractor entered into the Nuisance Abatement Program Residential Securing I – 2015 (100% SBE Participation) Contract No. CT15-1150, awarded May 6, 2015 (“Contract”), to secure 490 vacant structures or equivalent square footage, including garage doors and 10 cisterns; and,

WHEREAS, City and Contractor agree that additional resources are required for securing; and,

WHEREAS, City and Contractor agree that the extra work, or altered work, or both, require modification of the Contract; and

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

NOW, THEREFORE, City and Contractor hereby agree as follows:

Section 1. Contractor shall perform the following work pursuant to this Change Order Number One: secure structures, including garages and cisterns selected by the City, under the rules, regulations and guidelines of the Contract.

Section 2. The City shall pay Contractor for the work authorized by this Change Order Number One, a fixed amount of THIRTY-SEVEN THOUSAND THREE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$37,350.00) to be paid pursuant to the rules, regulations, and guidelines of the Contract. Payment for services will be allocated as follows:

1. Securing Type A (2,500 SF @ \$3.09)	\$ 7,725
2. Securing Type B (12,500 SF @ \$2.37)	<u>\$29,625</u>
TOTAL	\$37,350

Section 3. The City and Contractor agree to extend the completion date from 340 Working Days to 365 Working Days.

Section 4. The terms and compensation provided by this Change Order Number One constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which have 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 change order.

Section 5. Except as modified by this Change Order Number One, the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Contractor, each by a duly authorized representative, have executed this Change Order Number One as of the date first set forth above.

THE CITY OF DAYTON, OHIO

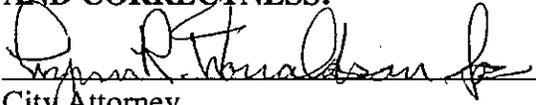
City Manager

BLADECUTTERS, INC.

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney MB

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date March 16, 2016

FROM: Recreation and Youth Services/Golf
Department/Division

Code 59000-6550-24111-56

(CHECK ONE)

Fund Title Golf Operating

Amount \$ \$75,000 revenue to the City

- Purchase Order
- Price Agreement
- Award of Contract
- Other Agreement
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Supplier/Vendor/Company/Individual:

NAME Varikay Enterprise, LLC
 ADDRESS 257 W. Stroop Rd.
Kettering, Ohio 45429

Justification and description of purchase, contract or payment:

Approval is requested to award a three (3) year contract for Food and Beverage Services at Kittyhawk Golf Center. The contract shall commence upon Commission approval and expire on March 31, 2019.

The contractor agrees to pay the City a percentage concession fee of ten percent (10%) of Operator's gross revenue. Gross revenues shall not include tips/gratuities and any federal, state and local excise or sales tax.

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

A Certificate of Revenue for the contract is attached in order to receive revenue from the percentage concession fee.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division Recreation and Youth Services
 Department Golf
 City Manager [Signature]

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Varikay Enterprises, LLC
Address 257 West Stroop Road
City Kettering State OH Zip+4 45429 -
Customer # @0001309 Address Location # G1
Federal ID# 208363742

Revenue Information: Fund 59000 Organization 6550 Revenue 24111 Program 56

Contract Information: Contract Start Date Upon Contract Expiration Date 3/31/2019
Commission
Approval

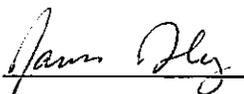
Billing Information: Rate: Arrears X Pre-bill
Monthly (1st month of billing) April 2016
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date Rate Change Amount

Description of Services (wording on invoice):

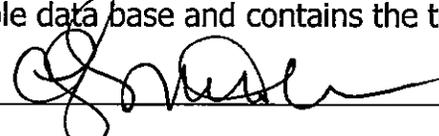
Contractor shall pay percentage concession fee (PCF) monthly based on 10% of annual gross revenue. On or before the 15th of each month, Contractor will submit monthly statement to Golf with PCF payment. Golf will Pay-in monthly payments through the department's POS system.

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 3-1309-1 Auditor  Date 3/7/2016

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  3-8-16

**KITTYHAWK GOLF COURSE
FOOD AND BEVERAGE CONCESSION AGREEMENT**

THIS KITTYHAWK GOLF COURSE FOOD AND BEVERAGE CONCESSION AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2016 (“Effective Date”) between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”) and **Varikay Enterprises, LLC** an Ohio limited liability corporation, (“Operator”).

WITNESSETH THAT:

WHEREAS, the City owns the improved real property known and referred to as the Kittyhawk Golf Course, which is located at 3383 Chuck Wagner Lane in the City of Dayton (“Golf Course”); and,

WHEREAS, the City issued a “Request for Proposal for Restaurant Management Services at Kittyhawk Golf Course”, seeking proposals from experienced restaurant operators to operate the restaurant at the City-owned golf courses (“RFP”); and,

WHEREAS, the Operator responded to the RFP identifying its desire and qualifications to operate the restaurant at the Golf Course; and,

WHEREAS, the City selected Operator’s response to the RFP for the Golf Course; and,

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions for the operation of a restaurant at the Golf Course.

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

ARTICLE I – PREMISES AND EQUIPMENT

- A. The City leases to the Operator the area at the Golf Course facility known and referred to as the restaurant, which includes the office, kitchen, inside and outside eating areas, bar and storage space, the area known as the “Pavilion” and such other areas at the Golf Course identified by the City’s Manager of the Division of Golf (“Golf Manager”) for the sale and distribution of food and beverages (hereinafter the leased premises will be referred to collectively as the “Premises”). The City also provides to the Operator for its use in connection with the Concession all improvements, equipment and fixtures located at or upon the Premises, including those items listed in the attached and incorporated Exhibit A (hereinafter collectively referred to as the “Equipment”).
- B. By execution of this Agreement, the Operator certifies that it inspected the Premises and Equipment and accepts the Premises and Equipment “as is” and subject to and including all defects, whether latent or patent. The city makes no representation or warranty as to the premises, equipment or any other appurtenances, property and/or fixtures situated thereon, regarding their fitness for a particular purpose or merchantability or condition.

C. Within ten (10) consecutive days from the date of expiration or early termination of this Agreement, whichever date is earlier, the Operator shall:

1. Remove Operator's personal property and any trade fixtures and equipment owned exclusively by Operator (which is not Equipment provided by the City for Operator's use hereunder) from the Premises; and
2. Restore the Premises to its original state, and deliver the Concession Premises to the City in good condition, normal wear and tear excepted.

The City will grant Operator access to the Premises to complete the activities set forth in 1 and 2 above, under such terms and at such reasonable times as the City shall identify in writing. If the Operator fails to remove its personal property, trade fixtures and equipment owned exclusively by Operator within this 10-day period (or other mutually agreed period), ownership of same shall automatically revert to and title vest in the City, and the City may bill, and Operator agrees to pay the cost to restore the Premises to its original state and in good condition. The requirements of this Subsection C shall survive expiration or early termination of this Agreement

ARTICLE II – RIGHTS, PRIVILEGES AND AUTHORIZED USE

A. Operator, subject to the terms and provisions of this Agreement, is authorized to use the Premises to operate the following "Restaurant" at the Golf Course:

1. The exclusive right to operate a full service restaurant to serve food and beverages, including the sale of alcoholic beverages, at and from the Premises designated by the City as the "restaurant" and "bar".
2. The exclusive right to operate beverage carts (used for the sale and distribution of beverages and snack food items on the course) at City-designated locations at the Golf Course.
3. The exclusive right to operate the "Pavilion" for the sale and distribution of snack food items and beverages.
4. The exclusive right to operate vending machines at the Golf Course facilities for the sale and distribution of non-alcoholic beverages and snack food items.

B. Notwithstanding the foregoing, the City may limit, prohibit or disallow the Operator from installing and operating vending machines at the Golf Course facilities. Operators shall comply with the following requirements in its operation for the vending concession authorized under Subsection A4 above:

1. All vending machines are subject to prior written approval of the Golf Manager before installation and operation. Operator and the Golf Manger shall agree to the locations for placement of vending machines at the Golf Course. All City approved vending machines are, and shall remain at all times during the term of this Agreement, the property of Operator, unless the parties otherwise agree.

2. Operator represents and warrants that all vending machines will accept U.S. paper currency.
3. Operator shall affix a permanent label, conspicuous in size and color, in a readily visible location, that provides the name, address and 24-hour operable telephone number of a person or service that customers may call to report a problem or receive a refund in the event of a vending machine malfunction.
4. Operator is responsible for maintain the vending machines in a clean and good working order and shall promptly repair or replace any defective or malfunctioning part.
5. Operator is prohibited from placing any advertising materials, signs or publicity on the vending machines, other than an advertisement or sign identifying the Operator and/or food and beverage items available from the vending machines.
6. Operator shall stock all vending machines with a sufficient quantity of food and beverage items, and shall inspect all vending machines, at least once per week, to insure that it is sufficiently stocked with food items, beverages and supplies, as applicable.
7. In the event Operator fails to comply with the obligations set forth in this Subsection, the City may limit, prohibit or disallow the Operator from installing and operating vending machines at the Golf Course facilities upon giving Operator thirty (30) days advance written notice.

C. Operator is subject to the following general rights and restrictions under this Agreement:

1. The right to use the Premises for all purposes in connection with the conduct of its Restaurant at the Golf Course and for no other purpose.
2. The right to use, in common with others authorized to do so, the common areas of the Golf Course and any additions thereto, which may be designated by the City for common use, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the Golf Course for common use.
3. The right of ingress and egress from the Premises for Operator's employees, agents and customers, to the extent reasonably necessary, in connection with Operator's use of the Premises and operation of the Restaurant, as provided under this Agreement.
4. The right to install and operate on the Premises, entirely at Operator's expense, signs identifying and/or advertising the Restaurant, which shall be substantially uniform in size, type and location with other signs at the Golf Courses. All signs must be professional and may not be hand-written. However, all such signs are subject to the prior approval of the Golf Manager.

5. The City reserves the right to prohibit the sale of items or services that, in the opinion of the City, should not be sold or provided by the Operator on or from the Premises and/or Golf Course. The City's decision regarding these items or services is final.
6. In the use of the Premises and operation of the Restaurant, Operator shall comply with all federal, state and local laws, orders, rules and regulations, including, but not limited to, the rules and regulations of the City's Division of Golf.
7. The Operator shall not use, or allow others to use the Premises for any improper, immoral, unlawful or illegal business or other purpose or use not identified in the Agreement.
8. In the event Operator does not conduct daily Concession operations during the winter months, the Operator specifically agrees that during such period the City's contractor engaged to operate the Golf Pro Shop or such other City designee can sell pre-packaged snacks and non-alcoholic beverages at and from such locations at the Golf Course as the City may designate.

ARTICLE III – TERM AND RENEWAL

- A. This agreement shall commence on the Effective Date and expire on March 31, 2019, unless earlier terminated or renewed as provided in subsection B below. Notwithstanding the commencement date of this Agreement, the Operator shall have until April 1, 2016 to start operating the Concession and offering food and beverage services to the public as described herein.
- B. This Agreement may be renewed by mutual agreement for a maximum of three (3) additional one (1) year periods. The Operator shall notify the City not more than ninety (90) days and not less than thirty (30) days prior to the expiration of the then current term of its desire to renew the Agreement. Renewals may only be exercised individually for one-year periods. No renewal is effective or binding upon the City unless it is reduced to writing, approved by the City's Director of the Department of Recreation and Youth Services, executed by a duly authorized representative for each party and, if applicable or required, approved by the Commission of the City of Dayton.

ARTICLE IV – MINIMUM CONCESSION FEE

- A. In addition to the payment of any other sums specified in the Agreement, the Operator shall pay the City for the rights, privileges and use of the Restaurant premises a ten percent (10%) concession fee of Operator's gross revenues (PCF). Gross Revenues as used in this Agreement, means all revenues (whether by cash, credit, gift certificate or other means of payment) derived from the operations of the Restaurant at the Golf Course, regardless of when or whether paid for or not. Gross Revenues shall not include tips/gratuities and other federal, state and local excise or sales taxes, if separately stated and collected from a customer.

- B. On the Fifteenth (15th) day of each month, the Operator shall submit to the Golf Manager a sworn or verified statement in a format and containing such detail as required by the City, the Operator's total gross revenues during the preceding month and complete payment of the Percentage Concession Fee. The Operator shall submit all payments to the Golf Administration Office at the following address or at such other address as the City may direct the Operator in writing:

City of Dayton
Division of Golf
Attn: Golf Manager
3383 Chuck Wagner Lane
Dayton, Ohio 45414

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

ARTICLE V – ACCOUNTING, RECORDS AND REPORTS

- A. The Operator shall use Generally Accepted Accounting Principles (“GAAP”) in recording and documenting all financial matters (inclusive of all books of accounts and Gross Revenues) related to its operation of the Restaurant at the Golf Course. The Operator shall maintain true and accurate accounts, records, books and data on a daily basis, which shall, among other things, identify all sales made and services performed for cash, on credit, or otherwise (without regard to whether paid or not), the Gross Revenues and the aggregate amount of all sales and services and orders, and of all the business done upon and within the Premises. To insure accurate recordkeeping of Gross Revenues, the Operator shall use a cash register(s) for all food and beverage sales transactions for the Restaurant, with the transactions contemporaneously entered on the cash registers at the time of payment.
- B. At any time during normal business hours and as often as the City may deem necessary, the Operator shall make available to the City and its designees all of Operator's books and records with respect to all matters covered under this Agreement, and will permit the City and its designees to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data pertaining in whole or in part to matters covered by this Agreement.
- C. On April 1st of each contractual year, the Operator shall submit an annual report to the Golf Manager for the previous calendar year. The Operator shall bear the entire cost of preparing and providing the annual reports. The annual report shall be prepared by the Operator's Chief Financial Officer or a certified public accountant retained by the Operator. The annual report shall be in a format and contain such detail as is satisfactory to the City; but, at a

minimum, the annual report shall include a certified annual financial statement setting forth all business transacted at the Golf Course by the Operator under the terms of this Agreement during the preceding year, a statement as to the collection and disposition of Gross Revenues and a certified opinion as to the accuracy of Operator's monthly reports of Gross Revenues. This requirement to submit an annual report shall survive expiration and/or early termination of this Agreement to the extent that the Operator operated the Restaurant at any time during the preceding year.

- D. The City reserves the right upon reasonable notice to the Operator to audit all books and records related to the Restaurant at the Golf Course. In the event that the results of any such audit shows any discrepancy in the amount of Gross Revenues reported to the City by the Operator, the Operator shall immediately pay the City the difference in the Minimum Concession Fee. In the event of an overpayment of the Minimum Concession Fee the City will either (1) refund the difference; or (2) allow Operator to deduct the amount of the overpayment from its next Minimum Concession Fee payment. In the event the discrepancy in Operator's reporting of Gross Revenues greater than two percent (2%), the Operator shall reimburse the City for all costs and expenses in connection with the audit. The City agrees to provide to the Operator a copy of any audit conducted by the City under this Subsection. In addition, Operator shall furnish to the City a copy of any audit Operator completes on its own accord at any time during the term of this Agreement.

ARTICLE VI – OPERATIONAL REQUIREMENTS

- A. The Operator shall operate the Restaurant at the Golf Course in a fair and businesslike manner so that the same will be a credit to the City and the Golf Course.
- B. The Operators shall bear, at its sole cost and expense, all cost and expense of operating the Concessions. In the event operator does not conduct daily Concessions operations during the winter months, the Operator specifically agrees to bear, at its sole cost and expense, all cost and expenses associated with the winterization and security of the facility.
- C. The Operator shall, at its sole cost and expense, procure and maintain from all authorities having jurisdiction over the Operator's operation of the Restaurant at the Golf Course all certificates, permits and other authorizations that are necessary and/or required to conduct and operate the Restaurant. The Operator is also responsible for timely arranging all health, food and other inspections that are necessary or required by law for the Restaurant.
- D. The Operator shall maintain and operate the Concessions in a first-class manner. The Operator shall keep, to the satisfaction of the City, the Premises, Equipment, and all other improvements and appurtenances used in the connection with the Concessions, in a safe, clean, orderly and inviting condition at all times. Exhaust hoods, ducts, fans and filters must be clean and appropriately maintained, windows must be clean, free of smudges and noticeable streaks and dust inside and out, counters and tables must comply with all applicable codes, be periodically bused, sanitized, wiped, and clean and kept from debris.
- E. Exceptional Customer service is vital; therefore the Operator, employees, contractors, and/or agents shall work closely with the Golf Professional to make sure the premises is available

during all events and leagues and peak hours. Greet all customers in a friendly and professional manner. Be polite and patient with every customer. Do not appear rushed, speak clearly, and enunciate fully to clearly communicate to customers. Ensure the customer's questions or concerns have been answered before walking away or completing the transaction.

- F. The Operator shall meet on a weekly basis with the Golf Professional and Course Superintendant to discuss weekly events, outings, tournaments, league and other issues pertaining to the operations of the Golf Course. In the event that the operator is unavailable to attend, the Operators shall have a qualified, competent and experienced staff member attend the weekly meetings and report or implement any items that are discussed.
- G. Customer perception is vital; therefore the Operator is responsible for receiving and handling all complaints in a professional and businesslike manner. Complaints received that do not get resolved within 48 hours of written notification from the City may be assessed a \$100.00 penalty per complaint.
- H. The Operator acknowledges the City's desire and obligation to provide the general public and the Golf Course patrons/users a high quality food and beverage concession, comparable in price and quality to similar services and food and beverage items offered at other Dayton area golf courses. Accordingly, the Operator agrees that the pricing of all food and beverage items offered through the Restaurant shall be no higher than five percent (5%) above the list/stated price for similar food and beverage items offered at restaurants in the surrounding area, and specifically, restaurants at other non-City operated golf courses. In addition, all food, beverages, confections and other items sold or kept for sale or distribution by Operator through the Restaurant shall be of high quality, wholesome and pure, and must conform in all respects to applicable federal, state and local laws, orders, rules and regulations. No items shall be sold past expiration date/times.
- I. The Operator shall have at least 95% of published menu items available for sale. In the event that this requirement is not met, a 5% penalty of monthly sales will be charged to the Restaurant Manager.
- J. The Operator shall, at all times, have a qualified, competent and experienced on-site manager to supervise the operations and Restaurant at the Golf Course and to represent and act for the Operator. The Operator shall advise the City of the identity of the manager(s) and any replacement. The manager must be available during regular business hours and authorized by the Operator to respond quickly and decisively in all matters affecting the operation of the Restaurant. At all times during the manager's absence, the Operator (or its manager) shall designate a responsible subordinate to assume the manager's duties and responsibilities.
- K. The Operator shall retain qualified and competent persons to adequately staff operations for the Restaurant authorized hereunder. In Operator's response to the RFP, the Operator represents that, at a minimum, it will maintain the following staffing level at the Golf Course for concession operations: four (4) kitchen staff, four (4) wait staff/bartender staff, three (3) on-course beverage attendants, and one (1) manager as required under subsection C above

and to perform the functions of the on-site manager identified in this agreement. The Operator shall insure that its staffing level is appropriate for the volume of business at the Golf Course at any given time or day. Staffing levels should never operate a minimum level that compromises the customer service and experience of our guests.

- L. All of the Operator's employees, contractors and/or agents for the Restaurant shall be clean, courteous, efficient and neat in appearance. The Operator shall, at its sole expense, furnish to its personnel for the Restaurant name tags and golf shirts (or such other uniform(s) as approved in advance by the Golf Manager), which must be worn by the personnel at all times during their scheduled work-hours.
- M. The Operator shall not allow any person engaged to provide services for the Restaurant to use improper, offensive language or allow such person to act in a loud, boisterous, discriminatory, offensive or otherwise improper manner or dress in an improper manner.
- N. The Operator shall maintain a close check over its personnel to insure the maintenance of a high standard of service to the public in the operation of the Restaurant. The City may object to offensive behavior of Operator's personnel and may require the Operator to take all steps necessary to remove or eliminate the cause of the City's objection, including, if necessary, the discharge of the employee based on the Operator's progressive disciplinary action procedures.
- O. The Operator shall establish and maintain regular operating hours for the Restaurant. No later than ten (10) business days from the Effective Date, the Operator shall submit to the Golf Manager for approval a listing of the proposed operating hours for each type of Concession authorized hereunder (e.g., bar, restaurant, beverage carts). In proposing operating hours for the Restaurant, the Operator agrees that, for the entire golf season (being period of April 1st to October 31st):
 - a) It will keep the restaurant and bar open consistently for daily business at least thirty (30) minutes before the Golf Course is open;
 - b) It will keep the restaurant and bar open consistently for daily business until at least thirty (30) minutes before the Golf Course is closed;
 - c) At a minimum, it will operate the beverage carts 2 pm – 8:30 pm during afternoon league times and 8 am – 3 pm during weekend and holiday morning tee times.
 - d) Accommodate outings and leagues as necessary as discussed in weekly meetings with the Golf Professional based on outing and league requests.
- P. The Operator shall post the City-approved operating hours of the Restaurant in a conspicuous manner upon the Premises (including on the door of the restaurant), and at such other locations(s) at the Golf Course as may be approved in advance by the Golf Manager. No changes to the aforementioned operating hours may be implemented by the Operator unless approved in advance and in writing by the Golf Manager.

- Q. The Operator, its employees, agents and servants, shall obey such rules and regulations as may from time to time be promulgated by the City, and shall obey all federal, state and local laws, including all ordinances of the City of Dayton.
- R. By execution hereof, the parties acknowledge that the Operator is in possession of the requisite State of Ohio liquor license to sell alcoholic beverages at the Golf Course from the Premises. The Operator shall maintain the liquor license throughout the term of this Agreement, and shall comply with all required federal, state and local laws, rules, regulations, and orders governing the sale and distribution of alcoholic beverages. Upon expiration and/or termination of this agreement, the Operator shall immediately take all actions and complete such paperwork as is necessary to effectuate the transfer of said liquor license to the City and/or its designee and, upon the City (or it's Designee's) receipt of the completed transfer paperwork, the Operator shall be paid the sum of Two Thousand Five Hundred Dollars (\$2,500.00). The Operator is prohibited from selling or otherwise transferring said liquor license to any entity without the prior written approval or direction by the City. This provision shall survive termination and/or expiration of this agreement.
- S. The Operator, at its sole cost and expense, shall contract for its own utility service for the Restaurant, including, but not limited to, telephone, building security, cable and electric, gas and water/sewer, and shall pay all utility billings promptly when due. At all times during the term of this Agreement, all applicable utilities shall be separately metered from identical utilities serving other areas of the Golf Course facilities.
- T. Except for real property taxes, the Operator shall pay, when due all taxes and assessments, including but not limited to, all use, sales and tangible/personal property taxes, which may be assessed against the Premises, the Operator's tangible and personal property on the Premises or against any activity or operation conducted by the Operator. In the event the City is required to pay any such taxes and assessments for the Operator, the Operator agrees to reimburse the City immediately upon receipt of a City invoice. It is agreed that the City is responsible for the payment of any real property tax or assessment for the Golf Course.

**ARTICLE VII – OPERATOR MAINTENANCE RESPONSIBILITIES
AND IMPROVEMENTS**

- A. All Equipment and any equipment hereinafter purchased by the City for the use and benefit of the Operator shall remain the sole and exclusive property of the City. However, the Operator shall, at its own expense, maintain and protect all Equipment, including City owned equipment, from loss or damage. The Operator shall maintain at its own expense all Equipment and all of Operator's own equipment and property for the Restaurant in good operating condition so that it will not create or otherwise cause a danger or hazard.
- B. Any Equipment, including City owned equipment that is damaged or destroyed by the Operator, or its employees or agents, through negligence, abuse, misuse or lack of maintenance shall be promptly reported to the Golf Manager and promptly replaced or

repaired by the Operator, and the ownership rights to said replacement Equipment shall be vested in the City.

- C. The Operator shall arrange for adequate sanitary handling and disposal of all trash, garbage, hazardous materials and all other refuse accumulated as a result of operating the Restaurant and shall pay for such disposal services if required. The Operator shall provide and use suitable receptacles for all garbage, trash and other refuse on or in connection with the Concession Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Concession Premises, is forbidden. The Operator is responsible for the daily pick-up and removal of litter on the Premises, including adjacent and surrounding areas (e.g., pavilions, decks) and the areas surrounding the beverage carts.
- D. The Operator shall establish a regular maintenance program for the drain and grease traps on the Premises and shall pay all costs associated with the maintenance program. If the Operator fails to maintain the drain and grease traps properly, the operator shall reimburse the City all cost and expense associated with the maintenance of the water and sewer system that results from, in the opinion of the City, grease or other material deposits into the Golf Course plumbing system from the Operator's operation of the Restaurant.
- E. The Operator, at its sole cost and expense, shall maintain (e.g., weeding, watering and debris removal) the landscaping surrounding the restaurant portion of the Premises and shall plant, subject to the approval of the Golf Manager, flowers/shrubbery.
- F. The Operator is responsible for reimbursing the City all cost and expenses associated with plumbing repairs caused by operational issues including, but not limited to daily use, neglect, improper use of drains, backups, etc. The City will cover all plumbing costs resulting in mandated repairs, mechanical issues not caused by normal wear and tear, or aging pipes and drains.
- G. The Operator is responsible for the general maintenance and upkeep of the Premises, including adjacent areas such as the decks/porches and all areas surrounding the beverage carts. The Operator is responsible for scheduling and paying for winterizing the restaurant portion of the Premises if same is closed from December through February. Should there be a situation whereas the pipes become frozen and burst, the Operator is responsible for the entire cost of cleanup, equipment replacement if damaged, replacement of broken and burst plumbing and restoring the facility back to the condition prior to the frozen plumbing incident and for any other charges associated with frozen, burst water lines.
- H. The Operator shall provide, at its own expense, all janitorial and cleaning services and supplies as may be necessary or required for the Restaurant and the operation and maintenance of the Premises. Operator shall ensure that the restaurant is thoroughly cleaned on a routine basis including, windows, walls, ceilings, bathrooms, furniture, hardware, fixtures or any other items on or near the concession premises. In the event that the City determines that the Operator's janitorial or cleaning services is not acceptable or sufficient, the City, may after a fifteen (15) days notice, seek to remedy the issue by other means, with the Operator fully reimbursing the City for the associated expense.

- I. The Operator shall provide adequate control of rodents and insects and other pests in the Premises. In the event that the City determines that the Operator's rodent, insect and pest control program is not acceptable or sufficient, the City may, after fifteen (15) days notice, seek to control such rodents, insects and pests by other means, with the Operator fully reimbursing the City for the associated expense.
- J. The Operator is responsible for making minor repairs up to \$500 per item for City owned Equipment and the Premises. For purposes of this Agreement, a "minor repair" for Equipment is one where the cost of repair is less than fifty percent (50%) of the item/equipment replacement cost, and where the repair is necessary due to ordinary wear and tear or usage. However, the replacement cost of items/Equipment damaged or destroyed by the acts, errors or omissions of the Operator or its employees, agents or contractors shall be the Operator's sole responsibility. The City will reimburse the Operator for amounts over \$500 as long as three (3) quotations are provided and repairs are done by the most qualified lowest bidder. Payment invoices must be provided from the vendor doing the repairs.
- K. The Operator may, at its own expense, make any other necessary or required improvements and/or alterations to the Premises for the operation of the Restaurant; provided that such improvement(s) and/or alteration(s) are approved, in advance and in writing, by the City.
- L. The City reserves the right, at its sole discretion, to require the Operator to furnish a performance bond and/or additional insurance when completing any improvement, modifications and/or renovation project. Within sixty (60) days after completion of any City-approved improvements and/or alterations of a structural nature, the Operator shall furnish to the City one set of reproducible Mylar Record Drawings showing the "as-constructed" structural improvement/alteration and a diskette containing the drawings in the CAD version currently used by the City. Record drawings shall be dated and stamped by the engineer or architect of record. Title to any improvement/alteration shall be surrendered to the City upon expiration or early termination of this Agreement. The Operator shall promptly remove (and restore the Premises) any improvement and/or alteration that was not approved by the City.
- M. The Operator is responsible for the cost of fire inspections, fire extinguishers and meeting other requirements per the City of Dayton Fire Department and fire code.

ARTICLE VIII - RIGHTS AND OBLIGATIONS OF THE CITY

- A. The City has the right to and may adopt and enforce reasonable rules and regulations with respect to the use of the Golf Course and/or facilities thereon, which the Operator shall observe and require its employees, agents and contractors to obey.
- B. The City shall have, at any and all reasonable times, and with reasonable notice to Operator when possible, the full and unrestricted access to the Premises for the purpose of inspecting the Premises and doing any and all things, which the City is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the City's police power. Notices may be waived in an emergency or given verbally where entry does not materially affect Operator's

use and occupancy. Reasonable notice shall in no event require more than twenty-four (24) hour notification.

- C. It is expressly understood and agreed that the City reserves to itself the sole and exclusive right to manage, control and operate said Golf Course for the benefit of the public in such manner as the City in its discretion shall determine. Except for the exclusive concession rights granted to Operator identified in Article II, Subsection A, the City reserves the right to enter into other exclusive or non-exclusive food or beverage vendor agreements (i.e. Pepsi/Coke), for the Golf Course. Nothing contained in this Agreement shall be constructed to infringe upon or interfere with the City's exclusive right to manage, control and/or operate the Golf Course.
- D. The City will assume responsibility for the capital and structural maintenance of the Golf Course facility (of which the Concession Premises are a part), which includes, but is not limited to, maintenance and repair of sidewalks, entrance to the facility, the roof and major mechanical systems serving the facility such as HVAC.
- E. The Operator may request certain fixed capital improvements to the Premise, which may be necessary for the operation and use of the Premises. All such requests shall be in writing, stating the nature and type of improvement, the anticipated cost thereof with three (3) estimates attached, and the request shall be accompanied by a certification indicating that the Operator agrees to pay a minimum of fifty percent (50%) of the total actual cost for the capital improvement. All such requests shall be forwarded to the City's Director of the Department of Recreation and Youth Services for initial approval. Availability of funds will be the determining factor for considering capital improvement requests. Upon initial approval of the capital improvement request by the City's Director of the Department of Recreation and Youth Services, the request will be submitted for final approval in accordance with the rules, regulations and procedures of the City's Capital Improvement Process (CIP). The Operator understands that the City's initial approval of the request does not guarantee the CIP approval of the capital improvement. If the capital improvement is ultimately approved and construction undertaken, the Operator shall be responsible to remit its percentage share of the total cost for the improvement (not less than 50% of the total actual cost for the improvement) upon request by the City.
- F. The City will provide a parking area for use by the Operator's guests, invitees and patrons. This parking area will be available on a non-exclusive basis for the use of patrons for the Restaurant, users of the Golf Course and/or any other persons so authorized by the City to park their vehicles in such location. The City does not permit parking adjacent to the restaurant building.

ARTICLE IX – INDEMNITY, INSURANCE AND LIABILITY

- A. The Operator shall defend, indemnify and hold harmless the City, its elected officials, officers, agents and employees from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorney's 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, the occupancy, use and operation of the Restaurant at the

Golf Course, and/or the acts, errors, omissions or other wrongful conduct of the Operator or its employees, agents, contractors and representatives.

- B. During the term of this Agreement, Operator shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, the following insurance:
1. General/Comprehensive Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and
 2. Liquor Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and
 3. Fire and Casualty Insurance, in such amount as is necessary to cover all the Operator's personal property, fixtures and improvements upon the Premises against loss or damage by fire and such hazards and risk as are normally covered by endorsements for extended coverage, and in such amount(s) necessary to cover the replacement value thereof.
- C. The Operator shall also maintain Workers' Compensation Insurance for all its employees, in such amounts as prescribed by law.
- D. All policies of insurance required herein, but excluding Workers' Compensation Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insured(s) and shall contain the requirement that the City be notified thirty (30) days in advance of any termination or diminution of coverage. Within thirty (30) days of the execution of this Agreement, Operator shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein. The Operator shall also furnish to the City, upon its request, copies of the complete policy or policies of insurance.
- E. The Operator shall repair or pay for all damages to the City's real and/or personal property (i.e. broken glass windows), caused by wrongful (i.e. break-ins) or negligent acts or omissions of the Operator, its agents, servants, employees, contractors, invitees and guests, and/or arising out of the Operator's use or occupancy of the concession Premises.

**ARTICLE X – EQUAL EMPLOYMENT OPPORTUNITY AND
NON-DISCRIMINATION**

- A. The Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, political affiliation, 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.

- B. 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 this Agreement as fully and as if specifically rewritten herein and that failure of the Operator to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.
- C. The Operator, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, sexual orientation, gender identity, political affiliation, or handicap shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, and (2) that the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, sexual orientation, gender identity, political affiliation, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- D. The Operator agrees to comply with all federal and state equal employment opportunity and non-discrimination laws, rules, regulations and orders.

ARTICLE XI – HOLDING OVER

In the event that the Operator holds over and remains in possession of the Premises, in whole or part, and the City allows the Operator to continue operating the Restaurant after expiration of this Agreement and without any formal written renewal in accordance with Article III, such occupancy shall not operate as a renewal or extension of this Agreement, but shall only create a hold over tenancy from month-to-month, which may be terminated at any time by the City.

ARTICLE XII - TERMINATION BY THE OPERATOR

- A. In addition to the remedies available to the Operator at law or under this Agreement, the Operator may terminate this Agreement in the event or for the following reasons:
 - 1. The issuance of an injunction, order or decree by a court of competent jurisdiction against the City preventing or restraining the use of the Golf Course as a public golf course facility, unless such injunction, order or decree is vacated or stayed within thirty (30) days from the date of issuance; or
 - 2. The default by the City in the performance of any material covenant or promise required to be performed by it herein, and the failure of the City to remedy such default, or to take prompt action to remedy such default, within a period of thirty (30) days after receipt of written notice from Operator to remedy the same; or if by reason of the nature of such default the same cannot be remedied within thirty (30) days, then the Operator shall have the right to terminate this Agreement if the City fails to commence the remedying of such default within said thirty (30) days

following such written demand, or having so commenced, shall fail thereafter to continue with diligence the remedying thereof.

- B. Operator may terminate this Agreement for any reason upon giving the City ninety days (90) days advance written notice.

ARTICLE XIII - TERMINATION BY THE CITY

- A. In addition to the remedies available to the City at law or under this Agreement, the City may terminate this Agreement in the event or for the following reasons:

1. If a receiver for the Operator's assets is appointed by a court of competent jurisdiction;
2. If the Operator is divested of its rights, powers and privileges under this Agreement by operation of law;
3. If the Operator defaults in the payment of the Concession Fee or any other amount due hereunder, and said default is not cured by payment of all outstanding amounts due and owing within fifteen (15) days after the City notifies the Operator in writing of the default;
4. If the Operator defaults in the performance of any covenant or promise required to be performed by it herein, excepting the payment of the Concession Fee or any other amounts (see 3 above), and the Operator fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same. However, if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then the City may cancel this Agreement if Operator failed to commence the remedying of the default within the thirty (30) days following the City's written demand or having so commenced, fails thereafter to continue with diligence the remedying thereof; or
5. Violations by the Operator, its employees, agents and/or contractors of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required to operate the Restaurant.

- B. The City may terminate this Agreement for any reason upon giving the Operator thirty (30) days advance written notice.

- C. Upon termination of this Agreement, the City may take immediate possession of the Premises and all Equipment therein without being deemed guilty of trespassing or conversion. Notwithstanding, the City will allow the Operator access to the Premises as set forth in Article II, Subsection C.

ARTICLE XIV – GENERAL PROVISIONS

- A. This Agreement represents the entire and integrated Agreement between the City and the Operator. 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.
- B. The Operator represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees faithfully to comply with the same, to the extent to which said terms and conditions apply to its activities as authorized and required by this instrument.
- C. The relationship between the parties shall not be held out or construed as employer-employee, joint venture, or principal-agent. The Operator acknowledges and agrees that he will be providing services to the City as an “independent contractor”. As an independent contractor for the City, the Operator shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Section. 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.

The Operator understands and agrees that he, nor any of his employees, agents, or contractors are “public employees” for the purpose of OPERS membership. Operator further understands and agrees that he is not a City employee, nor are any of his employees, agents or contractors, and therefore, none shall be entitled to, nor will any make a claim for, any of the emoluments of employment with the City of Dayton. The Operator shall keep and submit such reports as may be required of employers by federal, state, or local governments. Further, the Operator shall be solely responsible to withhold and pay all applicable local, state and federal taxes.

- D. The City may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of City and Operator, approved by the City’s Director of the Department of Recreation and Youth Services and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.
- E. The Operator is prohibited from selling and/or assigning this Agreement to any party without obtaining the prior written consent of the City. Further, the Operator is prohibited from subletting and/or leasing the Premises in whole or part to any entity or person without the prior written consent of the City.
- F. Except for Concession Fee payments, all notices, invoices or other communications required or permitted hereunder shall be sufficient if sent by certified U.S. mail, postage prepaid, or hand delivered, and addressed as follows:

To City: City of Dayton, Ohio
Division of Golf
Attention: Golf Manager
3383 Chuck Wagner Lane
Dayton, Ohio 45414

To Operator: Varikay Enterprises, LLC
Attention: Jim Vari
257 W. Stroop Road
Kettering, Ohio 45429

or to such other address as the parties may direct, in writing.

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

IN WITNESS WHEREOF, the City and Operator, each by a duly authorized representative, have executed this Agreement as of the Effective Date.

CITY OF DAYTON, OHIO

VARIKAY ENTERPRISES, LLC

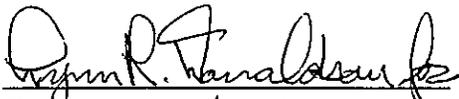
City Manager

By: _____

Print: _____

Its: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**



City Attorney *RRF*

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission



Kittyhawk Restaurant Equipment Inventory Exhibit A

KITTYHAWK GOLF COURSE RESTAURANT EQUIPMENT

Item#	Quantity	Make/Serial #	City ID	Description
<u>KITCHEN AREA</u>				
1.	1	Vulcan		Stainless 6 Burner with Grill/Double Oven Stove With Top Shelf
2.	1	Hobart	29157	Stainless Dishwasher with work stations attached: Large work station has bottom shelf attached Medium work station has top shelf attached
3.	1	Hobart		Stainless Deep Fryer - 2 baskets
4.	1	Star	64729	36" Stainless Broiler
5.	1	Toastmaster	29151	Bun Warmer - 2 drawer
6.	1		29144	Stainless Prep-Sink - 2 Bin
7.	1		29147	Stainless Single Bin Prep-Sink and Table with Bottom shelf
8.	1			Stainless Steam Table - 3 compartments 2 shelves on top; 2 shelves on bottom; 1 shelf in middle
9.	1		29158	Garbage Disposal
10.	1		29145	Stainless Pot and Pan Hanger
11.	1	Nor-Lake		Walk-In Refrigerator
12.	1	Nor-Lake		Walk-In Freezer
13.	1	M-JR-8000		Amano Time Clock with 2 time card racks
14.	14			Lockers - ½ size yellow
15.	1	Eagle		Stainless 4 shelf rack
16.	1	Model# AF-45 Serial # 050208-52		American Range Deep Fryer
17.	1	Scotsman		Ice Machine (Tan/Stainless)
18.	1		74701	Upright Broiler
19.	1		74703	Stainless 48" Work Table

20.	1	74704	Stainless Table (small)
<u>BAR AREA</u>			
21.	1	True	8' Beer Cooler
22.	1	True	3 Keg Draft Beer Cooler
23.	1		Three Compartment Bar Sink
24.	21		Black Metal Vinyl Padded Bar Stools
Item#	Quantity	Make/Serial#/CityID	Description
<u>CONFERENCE ROOM AREA</u>			
25.	1	Ser# YAIA0440044514 Model 27MS3404/17	Magnavox TV 27" with Stand - 4 shelves
26.	1	Ser# 1024023948 Model #DVD228	Coby DVD
<u>OFFICE AREA</u>			
27.	1		Office Chair
28.	1	66980	2 Drawer Filing Cabinet – Gray
29.	1		2 Drawer Filing Cabinet – Tan
30.	1		2 Drawer & 1 Small Drawer Filing Cabinet Brown
31.	1		Clock - Black and White – Round
32.	1		Large Stainless Rack/with 3 Shelves
<u>STORAGE ROOM</u>			
33.	9		Stainless Racks only
34.	9		Food Server Trays
<u>DINING ROOM AREA</u>			
35.	13		Approx. 3x3 Butcher Block Tables
36.	1		Approx. 2.5 x 2 Butcher Block Table
37.	2		Approx. 2' Diameter Round Butcher Block Table
38.	3		Trapezoid Butcher Block Tables approx. 2.5 x 5 x 4
39.	7		Approx. 2.5 x 2.5 Butcher Block Tables
40.	11 3x3x1.5		Small Wooden Padded Booth Benches Approx.
41.	2		Small Wooden Booth Tables Approx. 3x2
42.	71		Black Metal with Black Vinyl Padding Chairs

43.	2		Booster Seats for Children
44.	2		Wooden High Chairs for Children
45.	3	Magnavox	TV 27"
46.	1	Magnavox	TV 20"
47.	1	Serial # 38743CEX400451E Model #PT5598HDIX/SMS	AKAI TV 55"
48.	1	Serial# 38743CEX300608E Model #PT5598HDIX/SMS	AKAI TV 55"
49.	5		Approx. 2.5 x 4 Butcher Block Tables
Item#	Quantity	Make/Serial#/CityID	Description
50.	2		Approx. 2' Round Butcher Block Tables
51.	2		Large Wood TV Cabinets with 3 shelves
52.	4		MTX Speakers (Wood)
53.	2		MTX Speakers (Black)
54.	4		Ceiling Fans
55.	12	Tiffany	Hanging Golf Lamps
56.	13		Window Blinds
57.	2		Dale Jr. Lighted Signs
<u>DINING ROOM AREA</u>			
58.	1		Blue Budweiser Sign
59.	1		Red Budweiser Sign
60.	1		Amber Rock Mirror
61.	1		Neon Bud Select
62.	1		Neon O'Doul's Light
63.	1		Neon Bud Light Clock
64.	1		Blue Lighted Bud Light True Music Sign
65.	2	Wind Machine	Home Fans
66.	1	Bissell	Power Force #12 Vacuum Cleaner
67.	1		Small Hand Sweeper – portable
68.	2		Cork Boards - 1 approx. 3x4 and 1 approx 2x3

ENTRY WAY

69. 1

KMA Match Play Trophy in wood case

70. 8

Wood Plaques with engraved names (winners)

71. 1

Color picture of Zimmerman/Young

OUTSIDE AREAS

72. 18

Outside Picnic Tables

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager
Law - Civil
FROM: _____
Department/Division

Date March 16, 2016

Code 16009-5200-1221-63

Fund Title Judgement Trust

Amount \$ 17,500.00

(CHECK ONE)

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other Settlement of Claim

Supplier/Vendor/Company/Individual:

NAME Jason P. Matthews, LLC & Anita Hauser

ADDRESS 130 W Second Street, Suite 924
Dayton OH 45402

Justification and description of purchase, contract or payment:

It is recommended that Seventeen Thousand Five Hundred Dollars (\$17,500.00) be paid in full settlement of a moral obligation claim.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the Director of Law that the above amount be paid in full and final settlement of this matter.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division _____

Department _____

City Manager _____

6.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager
Law - Civil
FROM: _____
Department/Division

Date March 16, 2016

Code 51000-9980-1221-43

Fund Title Aviation Operating

Amount \$ \$400,000.00

(CHECK ONE)

- Purchase Order
- Lease Agreement
- Price Agreement
- Estimate of Cost
- Award of Contract
- Payment of Voucher
- Other Settlement of Lawsuit

Supplier/Vendor/Company/Individual:

NAME Waterwheel Farm, Inc.

ADDRESS 7773 State Route 48
Union OH 45322

Justification and description of purchase, contract or payment:

It is recommended that Four Hundred Thousand Dollars (\$400,000.00) be paid in full settlement of a lawsuit.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the Director of Law that the above amount be paid in full and final settlement of this matter.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division _____

Department _____

[Signature]
City Manager

By MR. Williams

No. 6173-16

A RESOLUTION

Authorizing the Submission and Acceptance of a Grant Award from the Ohio Office of Criminal Justice Services (OCJS) in an Amount up to Fifty Thousand Dollars and Zero Cents (\$50,000.00), and Declaring an Emergency.

WHEREAS, The Ohio Office of Criminal Justice Services (OCJS) is the lead justice planning and assistance office for the State of Ohio. OCJS has been designated to administer the Edward Byrne Memorial Justice Assistance Grant (JAG) program. This program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application to fund the services provided by the City of Dayton Human Relations Council, for the Community Initiative to Reduce Gun Violence (CIRGV); and

WHEREAS, If awarded, the City of Dayton will receive a grant in the amount up to Fifty Thousand Dollars and Zero Cents (\$50,000.00) to fund the services provided by CIRGV for the period of January 1, 2016 through December 31, 2016; and

WHEREAS, This Commission finds it in the best interest of the City of Dayton to accept this award of grant funding; and

WHEREAS, It is necessary for the immediate preservation of the public health and safety that this resolution take effect at an early date; now therefore,

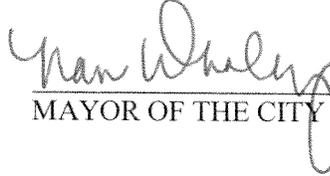
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager or his designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of up to Fifth Thousand Dollars and Zero Cents (\$50,000.00) from the Ohio Office of Criminal Justice Services (OCJS).

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION... March 16, 2016

SIGNED BY THE MAYOR... March 16, 2016



MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Rashella Lavender
Clerk of Commission

Approved as to form:

Reginald R. Warraldsan Jr.
City Attorney

By MR. JOSEPH

No. 31477-16

AN ORDINANCE

Consenting to the Improvement of U. S. Route 35 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio, Department of Transportation ("ODOT") has identified the need for bridge repair on U. S. Route 35 in the City of Dayton, identified by ODOT as D07 BH FY19; and

WHEREAS, The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design and construction of said improvement; now, therefore,

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to perform bridge patching, rebuilding, and sealing on U. S. Route 35, said project being in the public interest and identified by ODOT as D07 BH FY19 ("Project").

Section 2. That the City shall cooperate with the Director of Transportation in the Project as follows:

- A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
- B. In addition, the City also agrees to assume and bear 100% of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

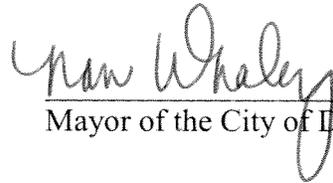
Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

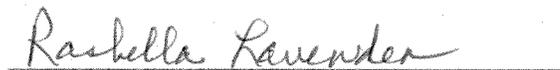
Passed by the Commission..... March 16, 2016

Signed by the Mayor..... March 16, 2016



Mayor of the City of Dayton, Ohio

Attest:



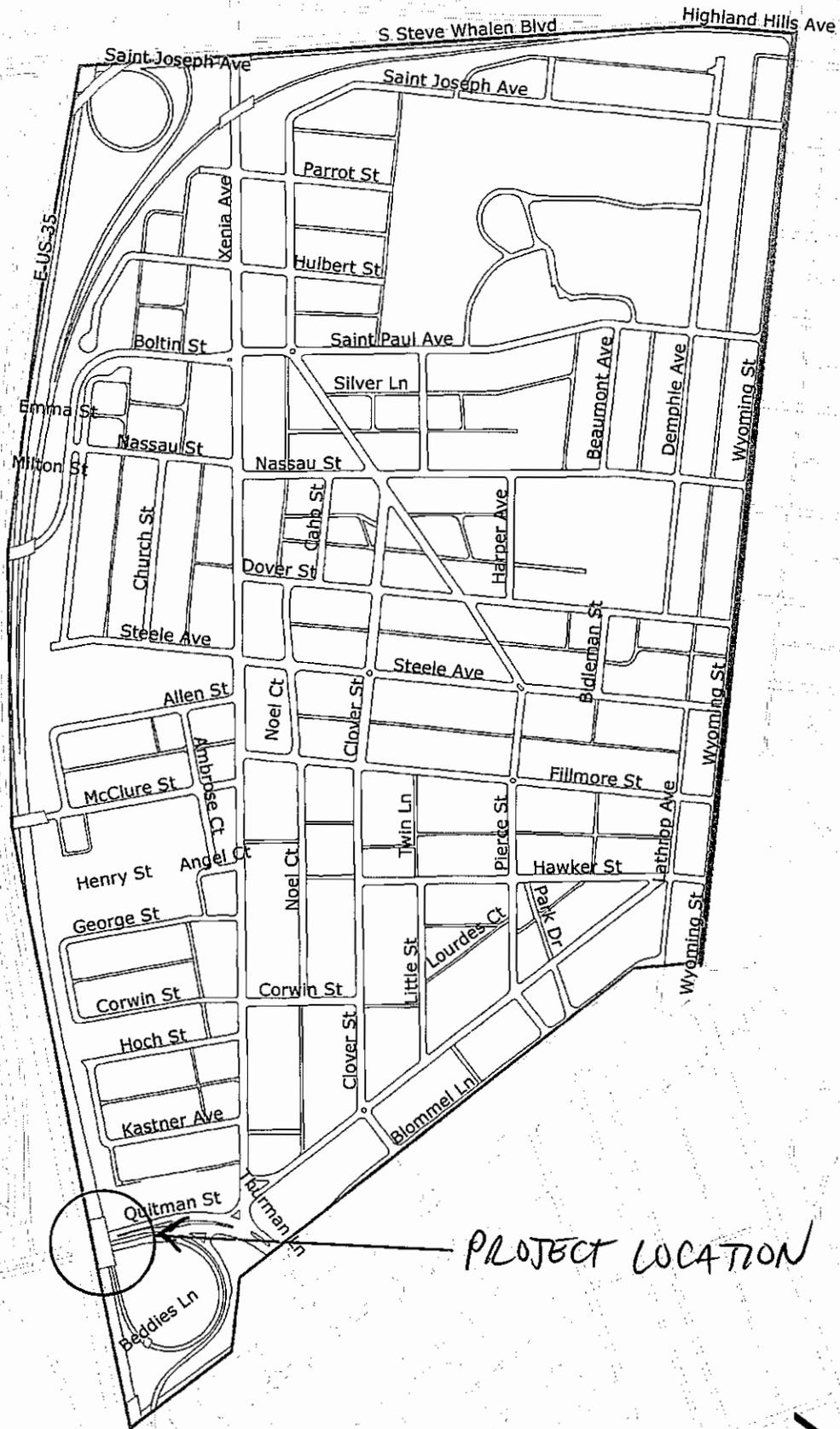
Clerk of the Commission

Approved as to form:



City Attorney

Twin Towers Neighborhood



PROJECT LOCATION

BY MR. Mims

NO. 31478-16

AN ORDINANCE

Vacating the Alley East of Creston Avenue
from the South Property Line of City Lot
No. 6908 to Herman Avenue.

WHEREAS, The City Commission on December 30, 2015, by Resolution No. 6159-15, declared its intention to vacate the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue; and,

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue be vacated; and,

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

WHEREAS, The vacation of the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue described herein will enable the abutting property owners to develop this property; and,

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

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

Section 1. That the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue being more particularly bounded and described in as follows:

Being all of the 16 foot alley east of Creston Avenue from the south property line of City Lot No. 6908 to the 45 foot Herman Avenue is hereby vacated.

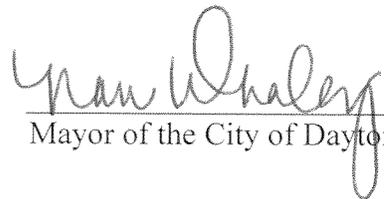
The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.
- B. The alley mouth at Herman Avenue shall be removed and replaced with curb and walk. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. A turnaround shall be constructed and dedicated at the terminus of the alley north of Tony Stein Way, or the entire alley to Creston Avenue shall be vacated. Plans for the turnaround shall be submitted to Civil Engineering for review and approval. All work shall be done to City of Dayton standards.

- D. Time Warner shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from Time Warner these facilities may be relocated or abandoned at the expense of the applicant.
- E. AT&T shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.
- F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing eight-inch sanitary sewer facilities. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Passed by the Commission March 16, 2016

Signed by the Mayor March 16, 2016



Mayor of the City of Dayton, Ohio

Attest:



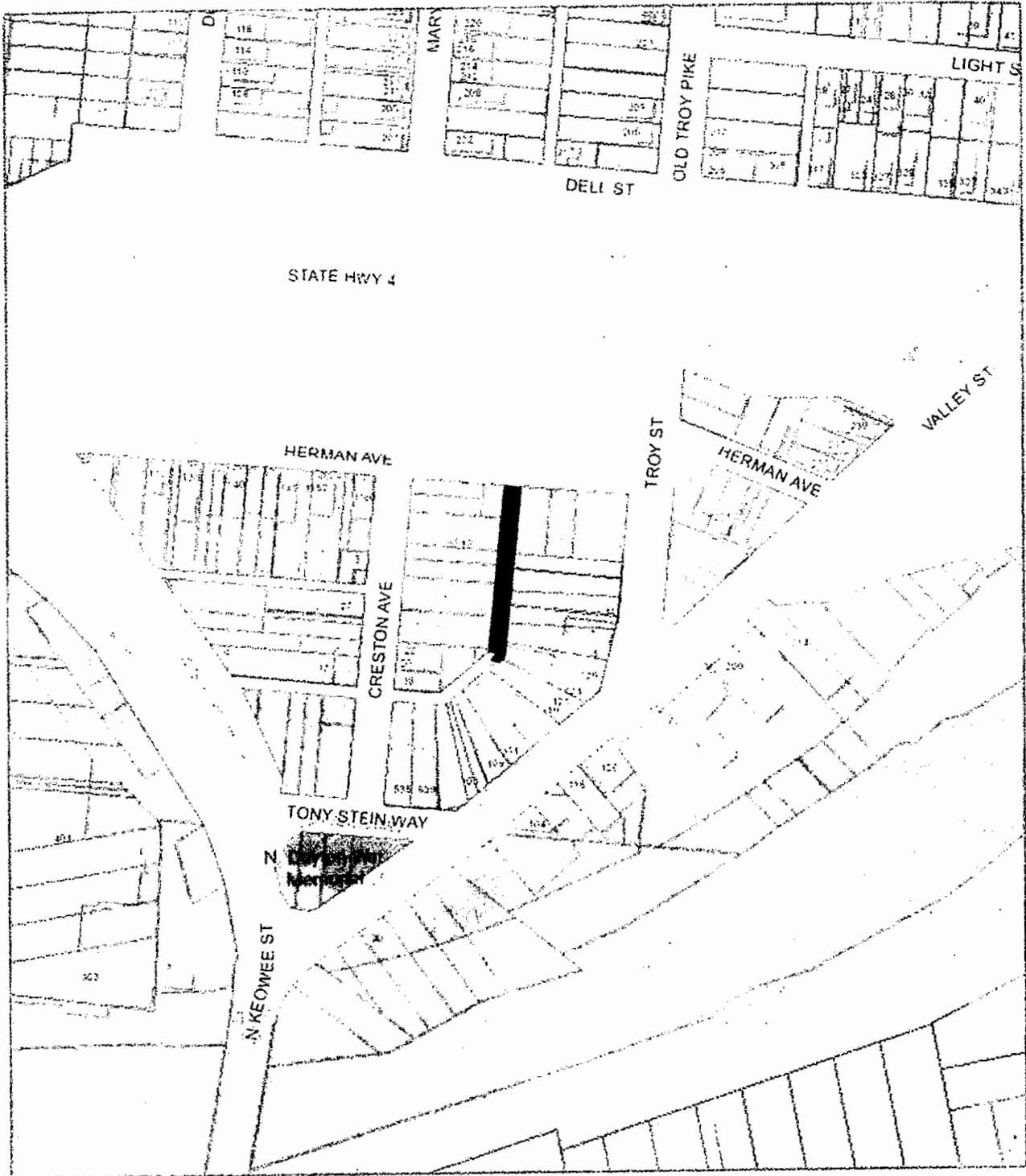
Clerk of the Commission

Approved as to form:



City Attorney

V-006-15



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 200 feet
12/15/2015

By MR. JOSEPH.....

No 918-16.....

AN INFORMAL RESOLUTION

Accepting the 2016 Recommendation of the
Tax Incentive Review Council.

WHEREAS, The Tax Incentive Review Council met on February 22, 2016, and pursuant to Section 5709.85 of the Ohio Revised Code made recommendations regarding agreements granting exemptions from property taxation for property within the City of Dayton; and,

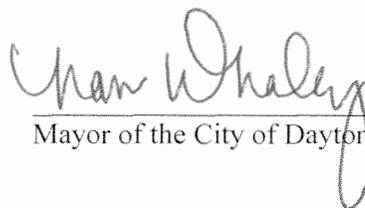
WHEREAS, Section 5709.85 of the Ohio Revised Code requires that this Commission accept, reject or modify the recommendations of the Tax Incentive Review Council; now, therefore,

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

Section 1. That this Commission hereby accepts the 2016 recommendations of the Tax Incentive Review Council, which recommendations are on file in the Department of Economic Development and incorporated herein by reference.

PASSED BY THE COMMISSION March 16....., 2016

SIGNED BY THE MAYOR March 16....., 2016



Mayor of the City of Dayton, Ohio

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

March 8, 2016

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

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

SUBJECT: Tax Incentive Review Council – Annual Review of Property Tax Exemptions

The Tax Incentive Review Council (TIRC) is required by State law to annually review all property tax exemptions within the City. The TIRC met on February 22, 2016 to review performance and to recommend action to the City Commission about the status of the City's 12 active Enterprise Zone Agreements, four Tax Increment Financing (TIF) Districts, and the Community Reinvestment Area (CRA) Program. Attached is an informal resolution to accept the recommendations of the TIRC for the 2015 Annual Review of Investment and Compliance Report for the Enterprise Zone (EZ) Program and TIF Districts. Due to the size of the EZ Program's Annual Report, I will be forwarding one complete report for the City Manager's Office and one for the Clerk of Commission. To facilitate distribution of the information, a summary is provided below.

Tax Increment Financing Districts

Tax Increment Financing is an economic development tool available to local governments in Ohio to finance public infrastructure improvements. The City has four active TIF projects: the Relizon Webster Station Project, Courthouse Square, Tech Town Building A-Webster Station Project, and the GE Aviation EPISCENTER. The four TIFs were created in support of \$85 million in investment and the retention or creation of 1,225 jobs. The TIRC recommended that the four TIFs be continued until the 2016 annual review. The City's first three TIF projects expired and successfully exited the program last year, representing another \$130 million invested and 814 jobs that were created or retained.

Enterprise Zone Program

Between June, 1983, and December 31, 2014, the City of Dayton has entered into a total of 255 EZ Program Agreements. The TIRC reviewed 12 EZ Agreements for the 2015 Annual Certification of Investment and Employment. Companies are evaluated on pledged versus actual investment, job creation and retention, and hiring of city residents. Of the Agreements reviewed, 9 of the Agreements are being continued and were found to be in Full or Substantial Compliance with pledged goals, one is being recommended for Non-Compliance to be put on Probation status for not meeting pledged goals, and two are being recommended for expiration.

The city has experienced \$135 million in actual total investment from businesses pledging to invest \$76 million and create 245 jobs. Average investment by a business in the EZ Program is \$11.2 million, which exceeds the average pledge of \$6.3 million. Employment in 2015 is 1,697 full-time equivalent positions, which includes created and retained jobs. The number of jobs attributed to the Program is 315.

Conclusion

These two programs continue to be useful tools for supporting business growth. The Department of Economic Development is preparing the City's 2015 annual reports for each program, which must be filed electronically by March 31, 2016. The informal resolution accepting the TIRC recommendations will finalize the 2015 process and permit the City to be in compliance with the requirements for managing these two programs.

If you have any questions about the attached information, please contact Lila Ivanovska at x3624.

Attachments

C: Mr. Gray (w/o Attachments)
Mr. Earley (w/o Attachments)
Mr. Parlette (w/o Attachments)



11.

February 12, 2016

P.H. - March 16, 2016
6:00 P.M.
CASE No. Z-001-2016

TO: Members of the City Commission

FROM: Greg Scott, President,
City Plan Board

Greg Scott

**SUBJECT: Transmittal of Report for City Plan Board Case Z-001-2016
Rezone Approximately 25 acres from BP Business Park to
Park/Open Space/Planned Development (OS/PD-172) for the City of
Oakwood's Outdoor Sports Facility**

Applicant: Mr. Jay Weiskircher
City of Oakwood
30 Park Avenue
Oakwood, OH 45419

Description: Rezone approximately 25 acres with a Parcel Identification Number of R72 03007 0021 from BP Business Park to Park/Open Space/Planned Development (OS/PD-172), and permit an Outdoor Sports Facility for the City of Oakwood to be built on the site.

Board Action: Date: January 12, 2016 Decision: Recommended Approval

Attachments: 1. City Plan Board Minute Record
2. Plan Board Case Report
3. Correspondence Received
4. Copy of Ordinance

If you have any questions, please contact Ann Schenking at 333-3699.

GS/ams

c: Ms. Shelley Dickstein, w/ attachments
Mr. Aaron Sorrell, w/ attachments
Mr. Brian Inderrieden, w/ attachments
Mr. Carl Daugherty, w/ attachments
Ms. Ann Schenking, w/ attachments
Applicant
Case File



MEMORANDUM

February 4, 2016

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

FROM: Ann Schenking, Secretary
City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case Z-001-2016
Rezone Approximately 25 acres from BP Business Park to
Park/Open Space/Planned Development (OS/PD-172) for the City
of Oakwood's Outdoor Sports Facility

Applicant: Mr. Jay Weiskircher
City of Oakwood
30 Park Avenue
Oakwood, OH 45419

Description: Rezone approximately 25 acres with a Parcel Identification Number of R72 03007 0021 from BP Business Park to Park/Open Space/Planned Development (OS/PD-172), and permit an Outdoor Sports Facility for the City of Oakwood to be built on the site.

Board Action: Date: January 12, 2016 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing be scheduled for Wednesday, March 16, 2016, at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, February 12, 2016**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at 333-3699.

c: Case File, w/ attachment



**City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636**

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, March 16, 2016, at 6:00 P.M., or as soon thereafter as the hearing can begin, in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio on the following:

Official Zoning Map Amendment

Case: Z-001-2016

Rezone approximately 25 acres with a Parcel Identification Number of R72 03007 0021 from BP Business Park to Park/Open Space/Planned Development (OS/PD-172), and permit an Outdoor Sports Facility for the City of Oakwood to be built on the site.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Abigail Free in the Department of Planning and Community Development, (937) 333-3635 or abigail.free@daytonohio.gov.

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

**RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION**

DAYTON NEWSPAPERS, INC
COX MEDIA GROUP LLC
PROPERTY TAX GROUP
223 PERIMETER CENTER PKWY
ATLANTA GA 30346

EAST AQUA DEVELOPMENT V LLC
300 COLLEGE PARK DR
DAYTON OH 45469

KNAPKE, DOUGLAS M
208 OLD RIVER TRL
DAYTON OH 45409

LEWIS, VINCE & WENDOYLN
115 ASCENT CIR
DAYTON OH 45409 2813

NCR CORPORATION
3095 SATELLITE BLVD
DULUTH GA 30096

Jay Weiskircher
City of Oakwood
30 PARK AVE
DAYTON OH 45419

OAKWOOD INVESTMENT GROUP LLC
205 SUGAR CAMP CIR
DAYTON OH 45409 1970

RANDALL RESIDENCE OF
OAKWOOD LLC
300 W WHITE OAK RD
LAWTON MI 49065

Ann Schenking, Secretary
Plan Board
101 West Third St.
P.O. Box 22
Dayton, OH 45401

Rubicon Park Business Association
c/o Ken Clarkston
P.O. Box 1141
Dayton, OH 45401

Rubicon Mill Neighborhood Assoc.
c/o Grady Larkins
41 Stonemill Road
Dayton, OH 45409

MSA Architects
Brandon Guyer
316 W. Fourth Street
Cincinnati, OH 45202

Rashella Lavender, Clerk
Office of the City Commission
101 West Third St.
P.O. Box 22
Dayton, OH 45401

Beth Keyes
Vice-President, Facilities Management
University of Dayton
300 College Park
Dayton, OH 45469

2-001-2016



City of Dayton

City Plan Board

Minute Record

January 12, 2016

3. Z-001-2016 – Zoning Map Amendment Public Hearing – Rezone approximately 25 acres, known as parcel R72 03007 0021, from BP Business Park to Park/Open Space/ Planned Development (OS/PD-172) to permit an Outdoor Sports Facility for the City of Oakwood

Applicant: Mr. Jay Weiskircher
City of Oakwood
30 Park Avenue
Oakwood, OH 45419

Priority Board: Southeast

Neighborhood Planning District: University Park

Decision: Recommended Approval

Staff Comments

Abigail Free presented the staff report and the Planned Development standards. She explained how the determinations and findings necessary to approve the case can be made and said staff recommended approval.

The City of Oakwood wants to rezone approximately 25 acres from BP Business Park to OS Park/Open Space and establish a Planned Development Overlay (PD-172), that allows for the construction of an Outdoor Sports Facility. Currently, the subject property is within the BP Business Park District and was once part of the sprawling NCR property. The majority of the subject property has an existing outdoor recreation use.

The project will be a partnership between the City of Oakwood, the Oakwood City School District, and the Oakwood Athletic Boosters. The new Sports Facility will redevelop the existing parking area and will include an 8-lane, 400 meter running track, a synthetic multi-use field up to 330' x 210', areas for shot put, discus, long jump, high jump, and pole vault, a grandstand for 500 spectators (expandable), a scoreboard, lighting, a plaza, and a support building.

The applicant will provide 350 parking spaces. One hundred spaces are proposed on-site. The applicant plans on obtaining written access agreements for the remaining 250 spaces, allowing patrons to utilize parking on adjacent property owned by East Aqua Development (University of Dayton) and Cox Media. Leases shall be provided to the Zoning Administrator prior to occupancy.

Thirty bicycle parking spaces have been proposed. New shade trees will be planted on the site and a secondary access drive/street will be provided.

Public Comments

A support letter for the proposal was received from the Greater Downtown Priority Land Use Board.

Jay Weiskircher, City of Oakwood, 300 Park Drive, Oakwood, OH, described the project and answered questions from the Plan Board. He said the secondary access will always be open. Lights for the fields will be turned off about 30-40 minutes after the event is over.

Beth Keyes, University of Dayton, 300 College Park, Dayton, OH, said she did not have anything to add but UD supported the project.



City of Dayton

City Plan Board

Minute Record

January 12, 2016

Board Discussion

The Plan Board discussed the case. A few changes were made to the Planned Development standards at the request of Plan Board members; Mr. Weiskircher agreed to them. One of the changes made concerned the perimeter fencing around the outdoor sports facility. As proposed, the fencing was to consist of decorative aluminum and black vinyl coated chain link. A majority of Plan Board members thought the entire fence should be ornamental metal. As a result, that change was made to the Planned Development requirements. Mr. Sauer said he did not think this change was necessary.

Board Action

A motion was made by Mr. Bohardt, seconded by Ms. Pendergast and carried to recommend City Commission approval of Case Z-001-2016 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 (A) 1 through 8, as outlined in the staff report.

Ms. Beverly Pendergast	Yes	Mr. Jeff Payne	Yes
Mr. David Bohardt	Yes	Mr. Matt Sauer	No
Mr. Richard Wright	Yes	Mr. Greg Scott	Yes
Ms. Geraldine Pegues	Absent		

Minutes approved by the City Plan Board on February 9, 2016.


Ann Schenking, Secretary
City Plan Board

January 12, 2016

CITY PLAN BOARD REPORT
Case: Z-006-2015; Oakwood Stadium - R72 03007 0021

BACKGROUND:

Applicant:

City of Oakwood
c/o Jay Weiskircher
30 Park Avenue
Oakwood, OH 45419

Owner:

City of Oakwood

Interest: Assistant City Manager

Neighborhood: University Park

Land Use Committee: Downtown

Request/Description:

A **Zoning Map Amendment** to rezone approximately 25 acres, known as parcel R72 03007 0021, from BP Business Park to Park/Open Space/Planned Development (OS/PD-172) to permit an Outdoor Sports Facility.

Board Authority:

§ 150.125.1 through 150.125.8 R.C.G.O. City Plan Board actions for amendments to the Official Zoning Map.

Applicable Plans and Policies:

CitiPlan 20/20: Goals

- We are the best at the 4 Rs – redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base

CitiPlan 20/20: Revised Land Use Principles (2007)

- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.

- Provide for an active pedestrian environment throughout the City by designing thoroughfares that are sensitive to pedestrian needs.

Agencies and Groups Contacted:

Property Owners within 250 feet
 Downtown Priority Board
 Downtown Land Use Committee
 Rubicon Mill Neighborhood Association
 Rubicon Park Business Association

IMPACTS AND COMMENTS

Existing Land Use/Zoning:	Sports fields & Parking lot; BP
Proposed Land Use/Zoning:	Sports fields, Parking lot & Outdoor Sports Facility; OS/ PD-172
Surrounding Land Use/Zoning:	<u>North</u> : UD Parking Lot & Cox Media; BP <u>South</u> : Forested Vacant Land & Residential; City of Oakwood <u>East</u> : Vacant Forested Land; BP <u>West</u> : NCR & UD (Highly Forested); BP

The proposed area for rezoning and establishment of a Planned Development consists of approximately 25 acres, parcel R72 03007 0021.

GENERAL LAND USE ISSUES AND ANALYSIS:

The Applicant, City of Oakwood, requests to amend the Official Zoning Map to rezone approximately 25 acres, known as parcel R72 03007 0021, from BP-Business Park to OS-Park/Open Space and established a Planned Development Overlay (PD-172), allowing for the construction of an Outdoor Sports Facility.

Currently, the subject property, approximately 25 acres, is within the BP- Business Park District and was once part of the sprawling National Cash Register (NCR) property. The property is accessed by a private drive running north/south along the eastern property line. The access drive is entered off of Old River Trail (off Far Hills Avenue) and leads to a large parking area in the northeast corner, approximately 4 acres in size. A secondary access point allows egress north through adjacent parking lots to River Park Drive. The majority of the subject property has an existing outdoor recreation use, containing 9 sports fields of varying size and 2 shot put/discus fields.

The Planned Development proposes to change the current zoning, BP-Business Park, to OS-Park/Open Space, for the purpose of constructing an Outdoor Sports Facility. The project will be a partnership between the City of Oakwood, the Oakwood City School District, and the Oakwood Athletic Boosters. The new Sports Facility will redevelop the existing parking area and includes an 8-lane, 400 meter running track, a synthetic multi-use field up to 330' x 210', areas for shot put, discus, long jump, high jump, pole vault, and grandstand for 500 spectators (expandable), scoreboard, lighting, plaza, a support building to house concessions, restrooms, training room, storage, and ticket/ office.

The current Outdoor Recreation fields will have a new layout for 30 fields varying in size, totaling 439,530-square feet. Field sizes include: (2) 330' x 200', (4) 225' x 141', (7) 141' x 90', (17) 90' x 90'.

Although much of the existing conditions will remain on the subject property, the Applicant has proposed some modifications.

Land Use:

The Applicant requests that the subject properties be rezoned to Open Space for the purpose of adding an Outdoor Sports Facility use. The Planned Development Overlay will include this zoning change within its development standards.

Because the subject property currently operates as athletic fields, Staff feels that rezoning the subject property to Open Space would not adversely affect the surrounding area.

Off-Street Vehicle Parking:

Typically, off-street parking regulations within the Open Space district shall be determined by the Zoning Administrator. He has determined that for a Sports Facility, the Eclectic Commercial district prescribes 1 space per 4 persons at design capacity. With 500 total seats in the grandstand, 125 parking spaces are required. For the existing Recreation Fields, 1 space per 1,000-square feet of recreation area is prescribed. There are a total of 30 fields, varying in size. The fields, combined, are 439,530-square feet, requiring 440 parking spaces.

The applicant has proposed to modify the off-street parking requirements. They plan on providing 350 parking spaces for patrons. To achieve 350 spaces, they have proposed to modify the Recreation Fields parking regulations to 1 per 2,000-square feet of recreation area.

One hundred parking spaces are proposed on-site. The applicant plans on obtaining written access agreements for the remaining 250 spaces, allowing patrons to utilize parking on adjacent property owned by East Aqua Development (University of Dayton) and Cox Media. Leases shall be provided to the Zoning Administrator prior to occupancy.

A drop-off area is proposed to the north, which can allow for one bus. Four additional bus parking and drop-off spaces are located along the western side of the access drive.

Off-Street Bicycle Parking:

Bicycle parking shall be required, following the existing code regulations of two spaces per use, plus one space per 15 required off-street parking spaces. Thirty bicycle parking spaces have been proposed.

Landscaping, Fencing & Screening:Landscaping:

New shade trees are proposed at the north of the site, lining either side of the entry to the parking area. Also, two interior landscaped islands are depicted with 2 trees in each island. Additional trees are depicted around the Outdoor Sports Facility and along the access drive. There are existing trees sporadically planted along the southern property line. Staff recommends shade trees are added as infill along the southern property line starting at the access drive, heading west for 300-feet, spaced 30-feet on center.

Fencing:

Aluminum fencing, 6-feet in height, has been proposed around the perimeter of the Outdoor Sports Facility, with 4-foot tall, black vinyl coated chain link fencing around the 8-lane track and sports field. Additionally, perimeter fencing around the parcel is already in place and shall remain.

Lighting:

Four field lights are proposed for the Outdoor Sports Facility. Heights are yet to be determined. Staff recommends field lights have a maximum height of 90-feet. Because of the height of field lights, light spillover of more than 0.5-foot candles may occur during night usage. A lighting site plan has not been submitted, but staff recommends that light spill-over does not exceed 0.5 foot-candles onto adjacent residential properties.

Traffic and Pedestrian Access:Access:

This parcel does not have an address associated with it. For the lot to be assigned an address it must have frontage on a private drive or public street. An address must be established for the purpose of emergency services and deliveries. Staff has added this requirement to the Planned Development Design Standards.

Pedestrian Access:

The applicant has proposed a new pedestrian sidewalk along the east side of the access road. The sidewalk starts at the intersection of the access road and Old River Trail.

Signage:

Freestanding and building signs were not included with the PD application. New signs will be subject to Zoning Code regulations.

Design Standards:Architectural Features:

Floor plans for proposed support building have been submitted, elevations are not yet complete. The support building is small in scale and will likely not have any decorative design features.

Conclusion:

Overall, Planning Staff supports the proposed uses and development plan. The proposed Development Standards include modifications to the submitted Development Plan, as Staff recommends additional trees along the south property line to screen the adjacent residential area.

DETERMINATIONS AND FINDINGS

Section 150.125.7 (A), R.C.G.O. states when a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider:

(1) The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.

Staff believes the change in zoning classification is in the best interest of the City and the amendment will designate the appropriate zoning classification based upon the goals, strategies, principles, and priorities set forth by the City Commission in the City of Dayton Comprehensive Plan (i.e. CitiPlan 20/20).

CitiPlan 20/20: Revised Land Use Principles (2007)

- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
- Provide for an active pedestrian environment throughout the City by designing thoroughfares that are sensitive to pedestrian needs.

(2) The change in classification would be consistent with the intent and purpose of this Zoning Code.

The purpose of the Zoning Code is to promote and uphold the public health, safety, and general welfare of the City through regulation of land and of the type, size, and use of structures. The proposed Zoning Map amendment would allow the addition of

an outdoor sports facility under a Planned Development, which is not permitted under the current zoning designation.

(3) The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.

When the Zoning Code was adopted in 2006, the subject property was zoned to permit development focusing on a Business Park uses. However, the 25 acre parcel is currently being used for recreation and a plan to add the Outdoor Sports Facility to be utilized by the Oakwood School District as well as the city, makes it a logical decision to change the zoning from BP – Business Park to OS – Park/Open Space.

(4) The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.

The uses permitted through the reclassification would be compatible with adjacent uses in the immediate vicinity.

(5) The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.

The uses that would be permitted if the property were reclassified would not adversely impact the immediate surrounding areas in terms of air or water quality standards. Noise and light may be increased during the use of the recreation fields and sports facility. Landscaping will be provided as screening to lessen possible intermittent increases in noise and light to adjacent residential areas.

(6) Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.

Adequate utilities currently exist to serve the properties within the area of the proposed Zoning Map amendment.

7) The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.

No such circumstances exist whereby vacant land in the vicinity with the same zoning classification as proposed for the subject property is available for development.

(8) The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property.

No such error appears to exist.

ALTERNATIVES

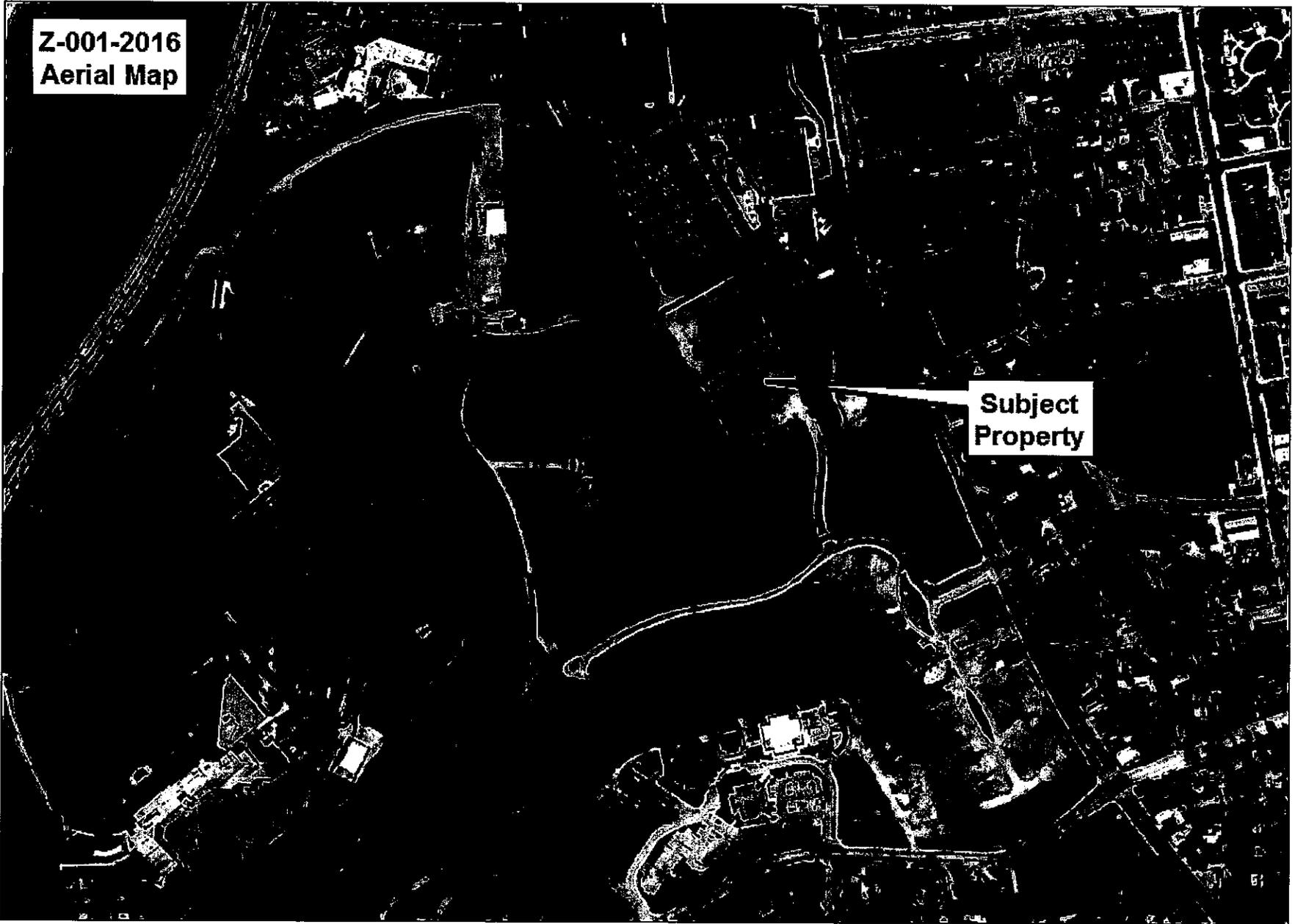
1. Recommend approval of the requested zoning change as submitted by the Applicant for R72 03007 0021 from BP to OS/ PD-172, based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.125.7 (A) 1 through 8, finding that it is consistent with the CitiPlan:20/20 plan future land use principles.
 2. Recommend approval with modifications to the requested zoning change as submitted by the Applicant for R72 03007 0021 from BP to OS/PD-172, based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.125.7 (A) 1 through 8, finding that it is consistent with the CitiPlan:20/20 plan future land use principles.
 3. Recommend denial of the requested zoning change as submitted by the Applicant for R72 03007 0021 from BP to OS/PD-172, based on the Board's inability to make the necessary determinations found in R.C.G.O. Section 150.125.7 (A) 1 through 8, finding that it is consistent with the CitiPlan:20/20 plan future land use principles.
-

FUTURE ACTIONS:

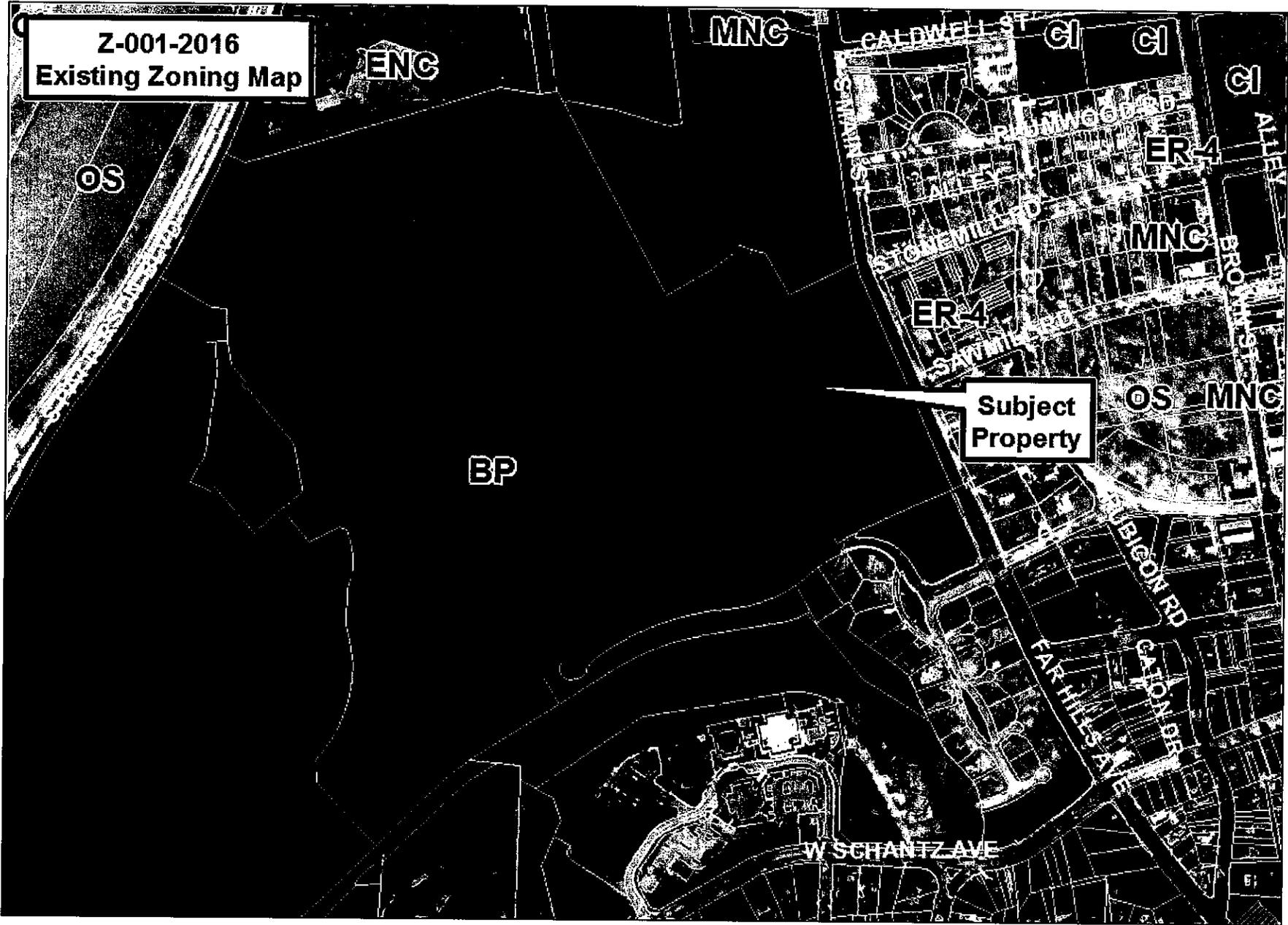
If the Plan Board recommends approval of the proposed map amendment, the request will be forwarded to the City Commission for public hearing.

**Z-001-2016
Aerial Map**

**Subject
Property**



Z-001-2016
Existing Zoning Map



ENG

MNC

OS

BP

ER-4

ER-4

MNC

Subject
Property

OS

MNC

CALDWELL ST

STONE MILL RD

W SCHANTZ AVE

RUBIGON RD

FAIRHILLS AVE

GATON RD

CI

**Z-001-2016
Proposed Zoning Map**

ENG

MNC

OS

BP

**OS
PD-172**

**Subject
Property**

CALDWELL ST

CI **CI**

CI

ER-4

MNC

ER-4

OS

MNC

W SCHANTZ AVE

RUBIGON RD

FAR HILLS AVE

CATON BER

STONEMILL ST

SAVING ST

ALLEY

ALLEY

BROOKS ST

ALLEY

ALLEY

ALLEY

ALLEY

ALLEY

ALLEY

ALLEY

ALLEY



OLD RIVER ATHLETIC FACILITY

SUPPORT BUILDING

- CONCESSIONS
- RESTROOMS
- TRAINING ROOM
- STORAGE
- TICKET/ OFFICE

NATURAL TURF FIELDS

- (2) 11 v. 11 330' x 200'
- (4) 9 v. 9 225' x 141'
- (7) 7 v. 7 141' x 90'
- (17) 4 v. 4 90' x 60'

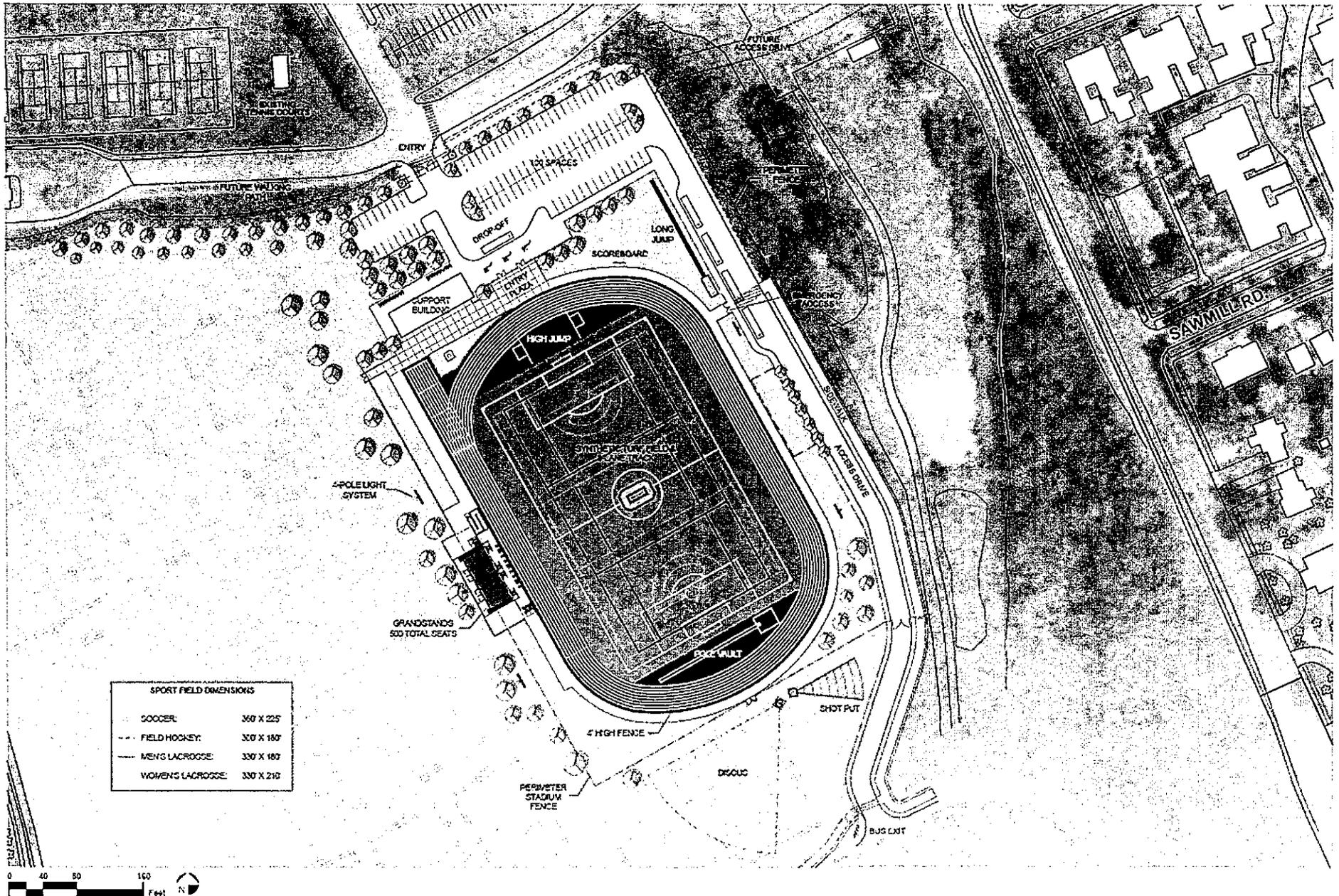
ATHLETIC COMPLEX

- 8 LANE, 400 M TRACK
- SYNTHETIC FIELD
 - SOCCER: 360' x 225'
 - FIELD HOCKEY: 300' x 180'
 - MEN'S LACROSSE: 330' x 180'
 - WOMEN'S LACROSSE: 330' x 210'
- SHOT PUT
- DISCUS
- LONG JUMP
- HIGH JUMP
- POLE VAULT
- 500 PERSON GRANDSTAND W/ EXPANDIBILITY
- DONOR AREA
- SCOREBOARD
- LIGHTING

Proposed Development Plan (Overall)



Proposed Development Plan (Sports Facility)



City of Oakwood
Old River Rezoning Request and
Planned Development Overlay
Presentation by Oakwood
to City Plan Board

January 12, 2016

Background

- In 1998, NCR and the city of Oakwood entered into an exclusive agreement for the use of 28 acres of the former NCR Old River Complex.
 - City of Oakwood used the fields as part of its Leisure Services Department Youth Soccer Program.
 - Property was also used by Oakwood United Soccer Club.
 - From time to time Old River served as a playing venue during regional soccer tournaments.
- In 2006, Oakwood purchases the 28 acre site at Old River from NCR at a cost of \$2.3 million. As part of the Agreement, Oakwood agrees to build an access road from Far Hills Avenue to the Old River Soccer Fields.

➤ In 2010, Oakwood enlists the services of a consultant to develop a Recreation Master Plan. The Master Plan suggests that Old River could accommodate additional programming elements such as a running track, synthetic turf multi-purpose athletic playing field, and a service building for storage, concessions and restrooms.

➤ In 2014, an Athletic Project Task Force is appointed to evaluate existing Oakwood athletic facilities. The committee recommends, and both Oakwood City Council and Oakwood Board of Education concur with a recommendation to construct a privately funded athletic facility at Old River. The facility will include a 440 meter track, multi-purpose athletic playing field, lights for evening events, bleachers and storage facilities.

➤ Fall 2015, MSA Sport is hired as project architect and commences design work.

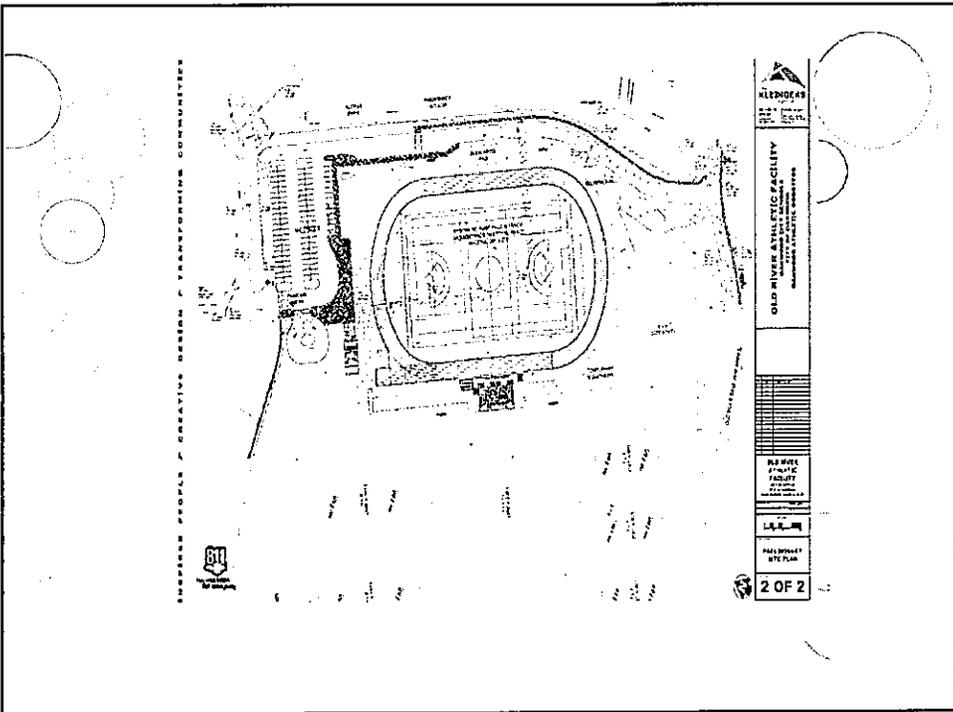
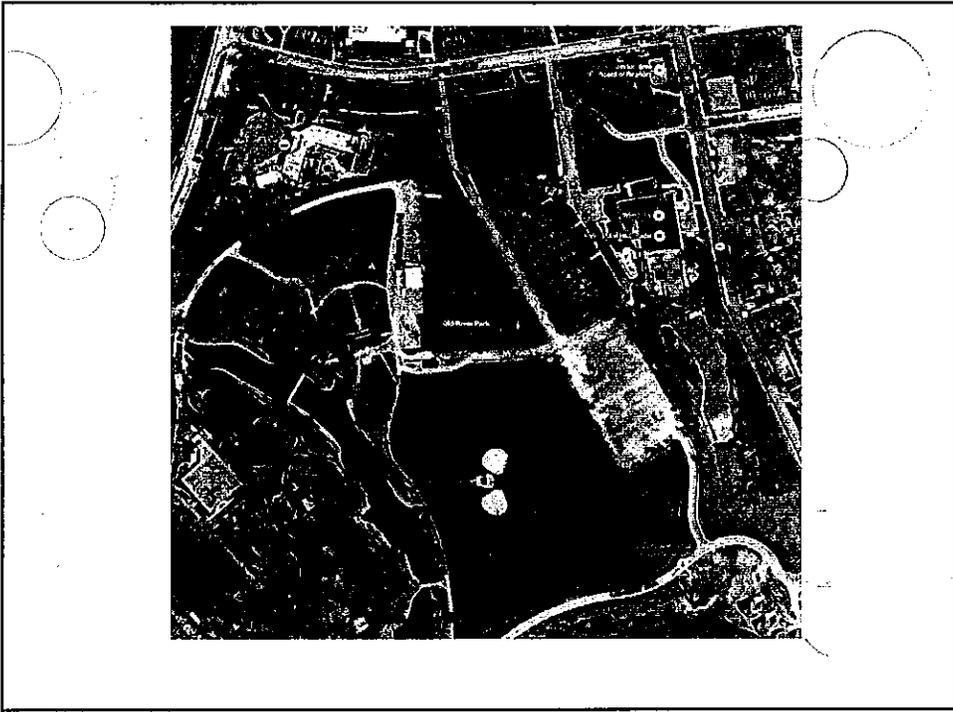
➤ January, 2016, While details are still being flushed out, the current plan to bid the estimated \$3.0 - \$3.5 million project in March, 2016. If sufficient funds are raised, construction will begin shortly thereafter and be completed by late fall 2016.

Old River Athletic Facility Features

- Multi-purpose synthetic turf athletic field
- 400 meter, 8 lane track
- Bleacher seating for 500 spectators
- Lights for evening events
- Scoreboard
- 2,000 sf support building (restrooms, concessions, training room, storage)
- 100+ space parking lot

Project Partners

- Oakwood Athletic Boosters, Oakwood City School District, City of Oakwood
- University of Dayton –
 - Use of north access road leading from River Park Drive to the athletic facility.
 - Use of 125 existing parking spaces from the UD lot next to the tennis courts.
 - Deeding of a strip of UD-owned land that will become a part of the new parking lot.
 - Cox Media – Use of parking spaces from their existing lot.



Planned Development Components

- Parking
 - 100+ new parking spaces
 - 125 parking spaces from adjoining University of Dayton parking lot
 - 200+ parking spaces from adjoining Cox Media parking lot
- Bicycle Parking
 - 30 bicycle racks have already been included in the site plan drawing
- Landscaping
 - Consistent with recommendations from Dayton staff, Oakwood will plant trees within the new parking lot and primarily along the west and south sides of the site as well as along the south access road.

- A six (6) foot black vinyl fence will be constructed to secure the site. An additional four (4) foot tall black vinyl fence will separate the field playing surface from the track.
- Four (4) lighting fixtures are proposed. Those lighting fixtures will not exceed 90 feet. The city will submit a lighting site plan when it becomes available.
- The primary ingress and egress to the site will be from River Park Drive. Oakwood and the University of Dayton are very close to an Agreement granting the city rights over the access road owned by UD. A secondary means of ingress/egress will be available from Old River Trail on the south end of the site.

- A sidewalk will be constructed along the east side of the site connecting the Pointe Oakwood residential neighborhood to the athletic facility.
- The city of Oakwood intends to construct a small monument sign near the River Park entrance identifying this as the primary entrance to the site.
- The final design has not been completed but the support building will be primarily brick or faceted block with dimensional shingles.



Athletic Facility Support Building - CONCEPT A
City of Oakwood | Oakwood City Schools | Oakwood Athletic Center | Oakwood River Park Athletic Facility

DRAFT

MSA

Nature of Requests

1. Oakwood is requesting that the approximately 25+ acres of property be rezoned from Business Park to Open Space for the purpose of permitting the outdoor sports facility.
2. Approval for the establishment of a Planned Development Overlay on the rezoned property.



DOWNTOWN PRIORITY LAND USE BOARD

January 12, 2016

City of Dayton
Department of Planning and Community Development
City Plan Board
101 West Third Street
Dayton, Ohio 45402

Re: Oakwood Sports Facility (Z-001-2016)

Dear Board Members:

The Greater Downtown Priority Land Use Board met on January 11, 2016 to review and discuss the proposed Planned Development Overlay and Rezoning of Parcel #R72 03007 0021, approximately 25 acres, located off of River Park Drive from Business Park (PB) to Open Space (OS) and allow for Outdoor Sports Facility.

Applicant Jay Weiskircher presented for the City of Oakwood. Also present were Rob Jacques of the City of Oakwood, and Beth Keyes and Ted Bucaro of the University of Dayton.

The applicant discussed relevant site details, such as parking, screening, fencing, and access. The facility will feature bleacher seating for 500 spectators, a multi-purpose synthetic turf athletic field, stadium lighting, and a 2,000 sf support building. Parking will be provided in the form of 100 new spaces, as well as use of spaces owned by the University of Dayton and Dayton Daily News, who currently have large surface parking lots in the vicinity. Access to the facility will occur at two locations: one from the north utilizing an access road from River Park Drive, and one from the south from Far Hills Avenue via the Pointe Oakwood area.

By a 9 to 1 vote, the Board voted in support of the application for Planned Development and zoning change. Those in favor found that the required standards for rezoning (150.125.7) could be met, and that it would be consistent with the spirit and intent of the Zoning Code, specifically the use of a Planned Development. The board member that did not support the application cited noise concerns as the primary reason.

Thank you for the opportunity to provide feedback on this matter.

Respectfully,

Mike Martin, President
Greater Downtown Priority Land Use Board

EMERGENCY MEASURE

1 Reading, 2 Separate Meetings _____

2 Readings at One Meeting X

By

No

AN ORDINANCE

Amending the Official Zoning Map to Establish Planned Development PD-172 for the Oakwood Outdoor Sports Facility, Rezoning All Property Within the Boundaries of PD-172 from BP Business Park to OS Park/Open Space, and Declaring an Emergency.

WHEREAS, The City of Oakwood has requested that Planned Development PD-172, Oakwood Outdoor Sports Facility, be established for approximately 25 acres, and that all property within the boundaries of PD-172 be rezoned from BP Business Park to OS Park/Open Space to accommodate an outdoor sports facility; and

WHEREAS, The Plan Board, on January 12, 2016, in Case Z-001-2016, recommended approval of the applicant's request; and

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

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

Section 1. Planned Development PD-172, Oakwood Outdoor Sports Facility, is established for approximately 25 acres as shown on Exhibit A, Planned Development PD-172 Boundaries, attached hereto and incorporated herein. The Parcel Identification Number that comprises PD-172 is R72 03007 0021. All property within the boundaries of PD-172 will be rezoned from BP Business Park to OS Park/Open Space. The City's official zoning map shall be redrawn to reflect the establishment of PD-172 and the rezoning of all property within PD-172 from BP Business Park to OS Park/Open Space.

Section 2. In addition to the requirements applicable to all properties zoned OS Park/Open Space, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as Planned Development 172, Oakwood Outdoor Sports Facility.

Section 3. The intent and purpose of Planned Development 172, Oakwood Outdoor Sports Facility, is to meet the goals and objectives of the applicant with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood. Lots and property within Planned Development 172, Oakwood Outdoor Sports Facility, are restricted and subject to the following uses, conditions and requirements.

Land Use Regulations

A. The following use shall be permitted by right by this Planned Development:

- Sports Facility.

B. All uses permitted by right, permitted by right with supplementary regulations, conditional uses, or accessory uses shall be allowed in accordance with R.C.G.O. Section 150.365.2, OS Park/Open Space District.

Off-Street Vehicle Parking Regulations

- A. Provide 346 off-street parking spaces.
 - 1. 1 per 2,000-square feet of recreation area (field): 221
 - 2. 1 per 4 persons/spectator seat capacity: 125Total: 346

- B. Parking agreements shall be obtained for 250 off-premise parking spaces. Such agreements shall be provided to the Zoning Administrator prior to occupancy.

Off-Street Bicycle Parking Regulations

Thirty (30) off-street bicycle parking spaces are required.

Landscaping, Fencing & Screening

- A. All landscaping shall be planted as depicted on the Development Plan, attached hereto and incorporated herein as Exhibit B, and shall conform to the following:
 - All trees shall be of an approved medium or large tree species as enumerated in R.C.G.O. Section 150.800.7 (A) – Recommended Tree Species and Quality of Plant Materials, have a minimum caliper between 2.0 and 2.5 inches, and a clear trunk height of at least six (6) feet.

- B. Shade trees with a minimum caliper between 2.0 and 2.5 inches, and a clear trunk height of at least six (6) feet shall be required along the southern property line starting at the access drive, heading west 300-feet, spaced 30-feet on center.

- C. Interior landscaped islands shall be located and constructed as depicted on Exhibit B. Two landscaped islands are depicted with two (2) trees in each island.

- D. All landscaping and screening materials shall be maintained in a good condition and kept neat and orderly in appearance and free from refuse and debris. All damaged landscaping and screening materials shall be removed and or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

- E. Fences shall be located and constructed as depicted on Exhibit B. Barbed wire is prohibited.
 - 1. Outdoor Sports Facility perimeter fence shall be decorative aluminum, with a maximum height of 6-feet.
 - 2. Interior fencing shall be vinyl-coated chain link and 4-feet in height.
 - 3. Existing perimeter parcel fencing may remain.

Traffic and Pedestrian Access Regulations

- A. Sidewalks
 - 1. Sidewalks shall be located and constructed as depicted on the Exhibit B.
 - 2. Sidewalks shall have a minimum width of 5-feet.
- B. Access
 - 1. Outdoor Sports Facility must have frontage on a private drive or public street.
 - 2. Vehicular access to the site shall be provided from the north and the south by a public access easement or a dedicated public street/private drive.
 - 3. Pedestrian access to the north and south shall remain open at all times.

Sign Regulations

All signs shall conform to R.C.G.O. Section 150.900.8 – Signs in Mixed-Use Hub, Transitional, Campus-Institutional, and Park/Open Space Districts.

Exterior Lighting Standards

- A. A maximum of four (4) sports field lights are permitted, with a maximum height of 90-feet.
- B. Light spill-over shall not exceed 0.5-foot candles onto adjacent Residential properties.
- C. Lighting for off-street parking shall comply with Section 150.700.14 (F) - Illumination.

Utility Regulations

- A. A site drainage plan shall be submitted to the Divisions of Water Engineering and Civil Engineering for approval.
- B. All proposed utilities shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.
- C. All future utilities including service feeds to the building shall be placed underground.
- D. Utility placement may be modified by the Plan Board with due consideration to environmental concerns.

Dimensions

All dimensions on the Development Plan (Exhibit B) shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as prescribed in the “Plan Adjustments and Interpretation” section of these development standards.

Plan Adjustments and Interpretation

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

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

Passed by the Commission, 2016

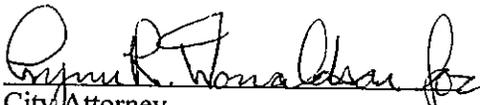
Signed by the Mayor, 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

**Exhibit A
Planned Development
PD-172 Boundaries**

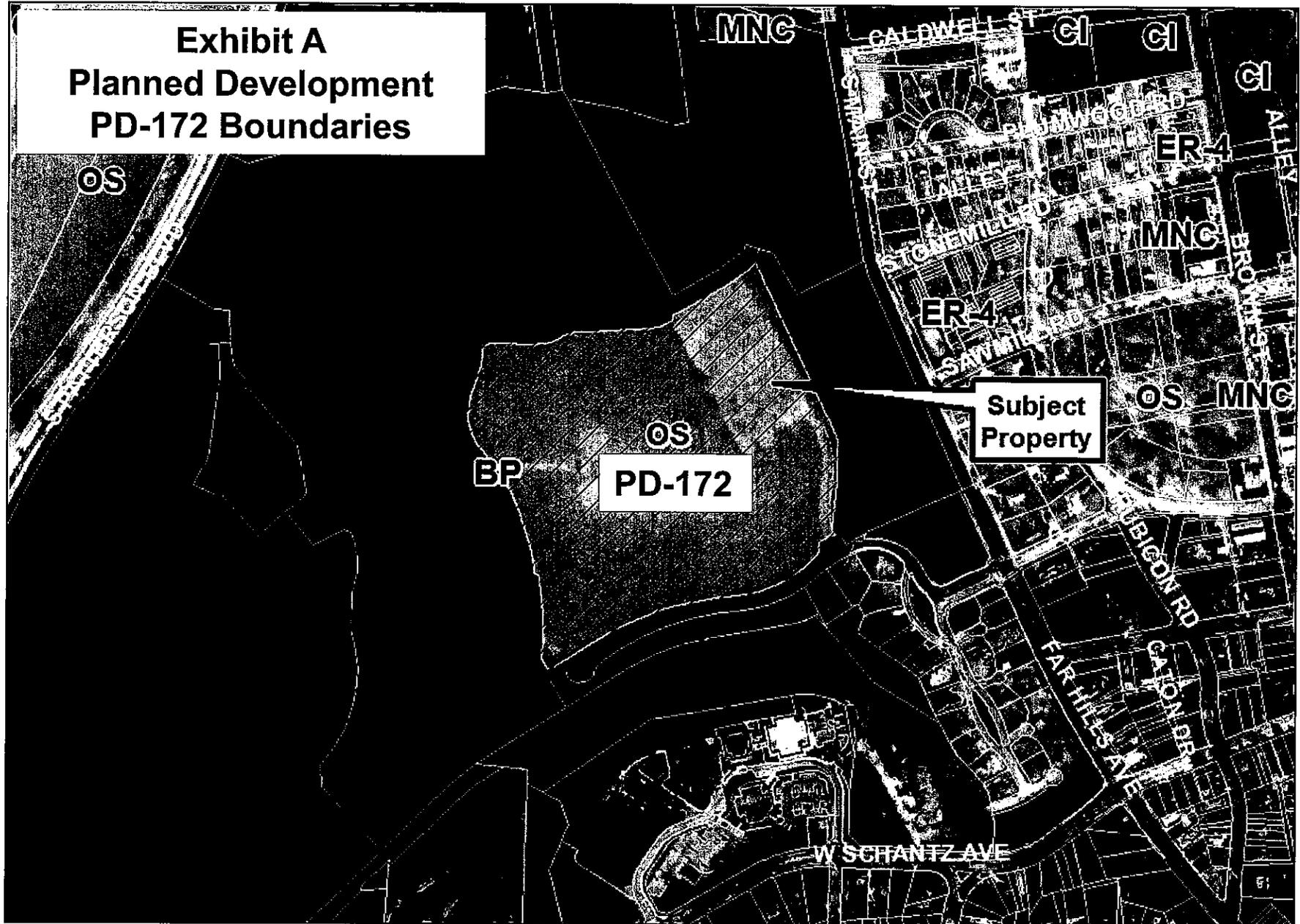


Exhibit B



By Ms. Whaley

No. 31479-16

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

Passed by the Commission . . . March 16, 2016

Signed by the Mayor March 16, 2016

Mark Whaley
Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavender
Clerk of the Commission

Approved as to form:

Stephen R. Donaldson Jr
City Attorney