

Finance Committee Agenda for 5-25-2021 11am-12pm

1. Minutes from April meeting
2. April financials (EXHIBIT A)
3. Proposed Accounting policy amendment (EXHIBIT B)
4. Lease of lift and boom (EXHIBIT C)
5. Elevator upgrades (EXHIBIT D) – ASM Capital funds
6. Other items as determined by members

EXHIBIT A

**MONTGOMERY COUNTY CONVENTION FACILITIES
AUTHORITY
BOARD OF DIRECTORS**

Regular Meeting Minutes
April 15, 2021 2:30PM
Via Telephonic/Electric Means

BOARD OF DIRECTORS – Finance Committee Meeting

PRESENT: Sean Fraunfelter, LaShea Lofton, Kevin Weckesser

EXCUSED: Tom Whelley

GUESTS: Pam Plageman, Executive Director
Kelly Smith, MCCFA Contractor

I. Roll Call

Mr. Fraunfelter called the meeting to order at 2:39PM and called the roll.

II. Minutes from March Meeting

Mr. Fraunfelter asked members of the Committee if they had any edits to the minutes. Hearing none, Mr. Fraunfelter called for a motion to approve the minutes.

MOTION: It was then moved by Ms. Lofton and seconded by Mr. Weckesser and unanimously voted “to approve the March 22, 2021 Finance Committee meeting minutes as presented”.

III. March Financials (Exhibit A)

Mr. Fraunfelter presented the check report and current budget along with the actuals and variance. The MCCFA has started receiving hotel/motel tax revenue along with rental revenue.

Ms. Lofton asked how receivables would be shown moving forward. Mr. Fraunfelter stated there will be a cash basis report that shows when items are received and a list will be provided of what will need to be tracked. This tracking will be done manually and not entered in QuickBooks as this would show as a gaap.

Ms. Plageman noted deposits will be made weekly with tax revenue along with any event deposits or payments. Ms. Plageman also explained the line item under Convention Center Operation will have greater detail as ASM will provide more detail as time passes.

MOTION: It was then moved by Mr. Weckesser and seconded by Ms. Lofton and unanimously voted “to approve the March 2021 Financials as presented”.

IV. Proposed Budget Policy (Exhibit B)

Mr. Fraunfelter noted the changes to the budget policy that have been added since there is a shared account with ASM which includes a main operating account and an event account. Down the road

create a debt service and capital account and can amend as needed. Mr. Weckesser asked that the word “ran” be changed to “maintained” under section II Definition of Funds.

MOTION: It was then moved by Ms. Lofton and seconded by Mr. Weckesser and unanimously voted “to approve the changes of the Proposed Budget Policy reflecting the stated changes”.

V. Budget Amendment (Exhibit C)

Mr. Fraunfelter presented the revised 2021 Budget and noted this is a live document and continuously being updated. Ms. Lofton stated line item that contains Event/Rental Income will be receiving approximately \$30,000 from the City. There is a formal assignment agreement that will be sent to receive this money.

Ms. Plageman informed the Committee the Dayton Regional Manufacturing Association (DRMA) will not be renewing their lease inside of the Dayton Convention Center and their space will be vacant mid-June. Ms. Angelia Erbaugh had told Ms. Plageman their team is ready for a change and it has nothing to do with the change in ownership.

Mr. Fraunfelter stated he has made changes to the budget based on a food and beverage forecast given to him from ASM Global. Ms. Plageman noted she has asked ASM for a monthly tracker that provides transition expenses.

VI. Financial Advisors Proposal for Review to Assist the CFA with Future Financing (Exhibit D & E)

Ms. Plageman presented a side-by-side comparison of Baird and Bradley Payne which provided Financial Advisor quotes to the MCCFA. Baird charges 50 basis points of principal not to exceed \$50,000 per transaction and Bradley Payne charges 45 basis points. There is a retainer for Bradley Payne of \$10,000 and Baird does not have a charge. All references received back were excellent. Ms. Plageman recommends Baird as a partner on this project at this time.

MOTION: It was then moved by Ms. Lofton and seconded by Mr. Weckesser and unanimously voted “to approve the proposal presented by Baird as the Financial Advisors”.

VII. Fiscal Office Contract Amendment (Exhibit F)

It was presented to the Committee that Mr. Fraunfelter’s contract was ending in August and has been extended to July 1, 2022 with an increase to \$20,000 and not to exceed \$25,000. Mr. Whelley will be contacted for approval of these changes as he was absent from this meeting.

VIII. Other Business

Mr. Fraunfelter and Ms. Plageman informed the Committee Mr. Reynolds and Mr. Whelley are working closely with Ms. Martin on a legal document that will provide the scope of work for upcoming projects that are based on a per project basis or a retainer. This is document is currently being reviewed and will allow the MCCFA to have a greater sense of upcoming expenses.

MOTION: Mr. Fraunfelter motioned for an executive session pursuant of the Ohio Revised Code Section 121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official. Ms. Lofton moved the motion and it was seconded by Mr. Weckesser.

MOTION: It was motioned to adjourn executive session by Ms. Lofton and seconded by Mr. Weckesser, and unanimously approved to adjourn executive session and reconvene regular session.

MOTION: It was motioned to by Mr. Weckesser and seconded by Ms. Lofton to “Bring Ms. Plageman’s Bonus Structure Metrics before the Board on the May 6, 2021 Meeting”.

MOTION: It was motioned by Mr. Lofton and seconded by Ms. Weckesser, and unanimously approved to adjourn at 3:17PM

CERTIFICATE

The undersigned Chair of the Finance and Budget Committee of the Montgomery County Convention Facilities Authority hereby certifies that the foregoing is a true copy of the minutes of the March 22, 2021, meeting of the Board of Directors of said Convention Facilities Authority, as approved by the Board on April 15, 2021.

Chair of the Finance and Budget Committee
Montgomery County Convention
Facilities Authority

EXHIBIT B

4:10 PM

05/04/21

Montgomery County Convention Facilities Authority
Reconciliation Summary
Key Bank Convention Center, Period Ending 04/30/2021

	<u>Apr 30, 21</u>	
Beginning Balance		0.00
Cleared Transactions		
Deposits and Credits - 2 items	100,002.09	
Total Cleared Transactions	<u>100,002.09</u>	
Cleared Balance		<u>100,002.09</u>
Register Balance as of 04/30/2021		100,002.09
Ending Balance		100,002.09

4:10 PM

05/04/21

Montgomery County Convention Facilities Authority Reconciliation Detail

Key Bank Convention Center, Period Ending 04/30/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						0.00
Cleared Transactions						
Deposits and Credits - 2 items						
Transfer	4/6/2021			X	100,000.00	100,000.00
Deposit	4/30/2021			X	2.09	100,002.09
Total Deposits and Credits					100,002.09	100,002.09
Total Cleared Transactions					100,002.09	100,002.09
Cleared Balance					100,002.09	100,002.09
Register Balance as of 04/30/2021					100,002.09	100,002.09
Ending Balance					100,002.09	100,002.09

4:03 PM

05/04/21

Montgomery County Convention Facilities Authority
Reconciliation Summary
Key Bank Operating, Period Ending 04/30/2021

	<u>Apr 30, 21</u>
Beginning Balance	403,008.87
Cleared Transactions	
Checks and Payments - 24 items	-207,877.42
Deposits and Credits - 12 items	123,317.95
Total Cleared Transactions	<u>-84,559.47</u>
Cleared Balance	<u><u>318,449.40</u></u>
Uncleared Transactions	
Checks and Payments - 2 items	-5,064.15
Total Uncleared Transactions	<u>-5,064.15</u>
Register Balance as of 04/30/2021	<u><u>313,385.25</u></u>
Ending Balance	<u>313,385.25</u>

Montgomery County Convention Facilities Authority

Reconciliation Detail

Key Bank Operating, Period Ending 04/30/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						403,008.87
Cleared Transactions						
Checks and Payments - 24 items						
Check	3/23/2021	1030	Venue First Consult...	X	-3,608.79	-3,608.79
Transfer	4/6/2021			X	-100,000.00	-103,608.79
Check	4/6/2021	1040	Bricker and Eckler	X	-4,329.02	-107,937.81
Check	4/6/2021	1037	LWC Incorporated	X	-3,000.00	-110,937.81
Check	4/6/2021	1035	Ohio PERS	X	-2,584.61	-113,522.42
Check	4/6/2021	1036	Fraunfelter Account...	X	-2,150.00	-115,672.42
Check	4/6/2021	1038	The Plant Trolley	X	-1,161.20	-116,833.62
Check	4/6/2021	1039	David Conger A/V	X	-396.00	-117,229.62
Check	4/12/2021	4-12-21	Seamless Documents	X	-15,086.50	-132,316.12
Check	4/13/2021	3-31-...	KeyBank	X	-2,575.88	-134,892.00
Check	4/13/2021			X	-327.23	-135,219.23
Check	4/13/2021	4-13-21	Checks Unlimited	X	-56.01	-135,275.24
Check	4/15/2021	4-15-21	ACCE	X	-262.07	-135,537.31
Check	4/16/2021	4-16-21	Payroll	X	-8,197.72	-143,735.03
Check	4/18/2021	1044	Eventbooking.com	X	-11,000.00	-154,735.03
Check	4/18/2021	1047	Koorsen Fire and S...	X	-8,037.74	-162,772.77
Check	4/18/2021	1043	Maxim Roofing	X	-5,850.00	-168,622.77
Check	4/18/2021	1045	Darleen Gharardi	X	-4,000.00	-172,622.77
Check	4/18/2021	1048	Professional Cleani...	X	-3,959.75	-176,582.52
Check	4/18/2021	1046	Environmental Cont...	X	-2,280.00	-178,862.52
Check	4/18/2021	1042	Plug Smart	X	-800.00	-179,662.52
Check	4/18/2021	1049	Moonlight Security I...	X	-704.80	-180,367.32
Check	4/28/2021	4-28-21	KeyBank	X	-20,000.00	-200,367.32
Check	4/30/2021	4-30-21	Payroll	X	-7,510.10	-207,877.42
Total Checks and Payments					-207,877.42	-207,877.42
Deposits and Credits - 12 items						
Deposit	4/6/2021			X	782.91	782.91
Deposit	4/13/2021			X	1,221.84	2,004.75
Deposit	4/13/2021			X	12,937.57	14,942.32
Deposit	4/19/2021			X	6,504.75	21,447.07
Deposit	4/19/2021			X	14,200.00	35,647.07
Deposit	4/19/2021			X	16,905.81	52,552.88
Deposit	4/19/2021			X	23,455.09	76,007.97
Deposit	4/20/2021			X	1,908.99	77,916.96
Deposit	4/20/2021			X	3,547.47	81,464.43
Deposit	4/29/2021			X	1,316.25	82,780.68
Deposit	4/29/2021			X	3,600.00	86,380.68
Deposit	4/29/2021			X	36,937.27	123,317.95
Total Deposits and Credits					123,317.95	123,317.95
Total Cleared Transactions					-84,559.47	-84,559.47
Cleared Balance					-84,559.47	318,449.40
Uncleared Transactions						
Checks and Payments - 2 items						
Check	4/18/2021	1041	Kelly Smith		-64.15	-64.15
Check	4/28/2021	1050	MCCFA		-5,000.00	-5,064.15
Total Checks and Payments					-5,064.15	-5,064.15
Total Uncleared Transactions					-5,064.15	-5,064.15
Register Balance as of 04/30/2021					-89,623.62	313,385.25
Ending Balance					-89,623.62	313,385.25



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
April 30, 2021
page 1 of 3

359681617023

T 908 00000 R EM T1
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY
DAYTON CC OPERATING ACCOUNT
ONE CHAMBER PLAZA
STE. A
DAYTON OH 45402-2426

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

KeyNotes

At KeyBank, we want to be sure that you are aware of any changes to your deposit account agreement and disclosures.

Our Real Time Payments (RTP) Deposit Agreement has been updated to state that all receiving accounts for RTP must be located in the United States. If you receive an RTP transaction on behalf of someone else, they must be a resident of or have an account that resides in the United States.

For consumer accounts, if you have questions, you can visit your local branch or call us at 1-800-KEY@YOU@.

For business accounts, if you have questions, you can speak to your Relationship Manager or call us at 800-821-2829.

For clients using a TDD/TTY device, please call 1-800-539-8336.

Public Transaction 359681617023
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY
DAYTON CC OPERATING ACCOUNT

Beginning balance 3-31-21	\$0.00
2 Additions	+100,002.09
Ending balance 4-30-21	\$100,002.09

Additions

Deposits	Date	Serial #	Source	
	4-30		Merchant Bankcd Deposit	498334039886 \$2.09
Transfers	Date	Serial #	Source	
	4-6		Trf Fr DDA 0000359681593729	0101 \$100,000.00
Total additions				\$100,002.09



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
April 30, 2021
page 1 of 3

359681593729

15 T 908 00000 R EM T1
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY
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Public Transaction 359681593729
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY

Beginning balance 3-31-21	\$403,008.87
10 Additions	+123,317.95
27 Subtractions	-207,550.19
Net fees and charges	-327.23
Ending balance 4-30-21	\$318,449.40

Additions

Deposits	Date	Serial #	Source	
	4-6		Forte 271859	\$782.91
	4-13		Deposit Branch 0375 Ohio	12,937.57
	4-13		Forte 271859	1,221.84
	4-19		Deposit Branch 0398 Ohio	29,959.84
	4-19		Forte 271859	16,905.81
	4-19		Deposit Branch 0398 Ohio	14,200.00

CFR-048
CFR-043-046
CFR-047
Beyond Stars 3100
Cost 6000
Turn it up 3500
Print N/A 1100

359681593729

Additions
(con't)

Deposits	Date	Serial #	Source		
	4-20		Forte	271859	CFA-072 3,547.47 ✓
	4-21		Forte	271859	CFA-072 1,908.99 ✓
	4-29		Deposit	Branch 0445 Ohio	38,253.52 ✓
	4-29		Deposit	Branch 0445 Ohio	3,600.00 ✓
Total additions					\$123,317.95

Subtractions

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
1030	4-1	\$3,608.79	1039	4-13	396.00	1045	4-27	4,000.00
1035	4-12	2,584.61	1040	4-12	4,329.02	1046	4-22	2,280.00
1036	4-8	2,150.00	1042	4-23	800.00	1047	4-23	8,037.74
1037	4-13	3,000.00	1043	4-22	5,850.00	1048	4-23	3,959.75
1038	4-12	1,161.20	1044	4-26	11,000.00	1049	4-23	704.80
						Paper Checks Paid		\$53,861.91

Withdrawals	Date	Serial #	Location	
	4-12		Seamlessdocs Sale	✓ \$15,086.50
	4-12		KeyBank Auto Pymt	✓ 2,575.88
	4-13		Business Checks Ck Order	✓ 56.01
	4-14		Montgomery Countnet Pay	7,071.10
	4-14		Montgomery Countimpoundtax	1,086.72
	4-14		Montgomery Countinvoice	39.90
	4-15		Agia Inc Acc Acce Insur	✓ 262.07
	4-28		KeyBank Auto Pymt	✓ 20,000.00
	4-28		Montgomery Countnet Pay	6,376.83
	4-28		Montgomery Countimpoundtax	1,093.37
	4-28		Montgomery Countinvoice	39.90

Transfers	Date	Serial #	Destination	
	4-6		Trf To DDA 0000359681617023 0101	\$100,000.00
Total subtractions				\$207,550.19

Fees and charges

Date		Quantity	Unit Charge	
4-8-21	Mar Analysis Service Chg	1	327.23	-\$327.23
Fees and charges assessed this period				-\$327.23

See your Account Analysis statement for details.

① CFA-2 22 19
- 68 34 89
- 44 50 20
- 35 55 20
- 1 38

8:06 AM

05/03/21

Montgomery County Convention Facilities Authority
Check Detail
April 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4-12-21	4/12/2021	Seamless Docume...		Key Bank Operating		-15,086.50
				Software		-15,086.50	15,086.50
TOTAL						-15,086.50	15,086.50
Check	1035	4/6/2021	Ohio PERS		Key Bank Operating		-2,584.61
				PERS Retirement		-2,584.61	2,584.61
TOTAL						-2,584.61	2,584.61
Check	1036	4/6/2021	Fraunfelter Accou...		Key Bank Operating		-2,150.00
				Accounting Fees		-2,150.00	2,150.00
TOTAL						-2,150.00	2,150.00
Check	1037	4/6/2021	LWC Incorporated		Key Bank Operating		-3,000.00
				Outside Contract Se...		-3,000.00	3,000.00
TOTAL						-3,000.00	3,000.00
Check	1038	4/6/2021	The Plant Trolley		Key Bank Operating		-1,161.20
				Equip Rental and M...		-1,161.20	1,161.20
TOTAL						-1,161.20	1,161.20
Check	1039	4/6/2021	David Conger A/V		Key Bank Operating		-396.00
				Outside Contract Se...		-396.00	396.00
TOTAL						-396.00	396.00
Check	1040	4/6/2021	Bricker and Eckler		Key Bank Operating		-4,329.02
				Legal Fees		-1,229.30	1,229.30
				Legal Fees		-2,702.22	2,702.22
				Legal Fees		-397.50	397.50
TOTAL						-4,329.02	4,329.02

8:06 AM

05/03/21

Montgomery County Convention Facilities Authority
Check Detail
April 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	1041	4/18/2021	Kelly Smith		Key Bank Operating		-64.15
				Supplies		-64.15	64.15
TOTAL						-64.15	64.15
Check	1042	4/18/2021	Plug Smart		Key Bank Operating		-800.00
				Outside Contract Se...		-800.00	800.00
TOTAL						-800.00	800.00
Check	1043	4/18/2021	Maxim Roofing		Key Bank Operating		-5,850.00
				COVID Supplies		-5,850.00	5,850.00
TOTAL						-5,850.00	5,850.00
Check	1044	4/18/2021	Eventbooking.com		Key Bank Operating		-11,000.00
				Software		-11,000.00	11,000.00
TOTAL						-11,000.00	11,000.00
Check	1045	4/18/2021	Darleen Gharardi		Key Bank Operating		-4,000.00
				Outside Contract Se...		-4,000.00	4,000.00
TOTAL						-4,000.00	4,000.00
Check	1046	4/18/2021	Environmental Co...		Key Bank Operating		-2,280.00
				COVID Supplies		-2,280.00	2,280.00
TOTAL						-2,280.00	2,280.00
Check	1047	4/18/2021	Koorsen Fire and ...		Key Bank Operating		-8,037.74
				Equip Rental and M...		-1,585.14	1,585.14
				Facilities and Equip...		-6,452.60	6,452.60
TOTAL						-8,037.74	8,037.74
Check	1048	4/18/2021	Professional Clean...		Key Bank Operating		-3,959.75
				COVID Supplies		-3,959.75	3,959.75
TOTAL						-3,959.75	3,959.75

8:06 AM

05/03/21

Montgomery County Convention Facilities Authority
Check Detail
April 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	1049	4/18/2021	Moonlight Security...		Key Bank Operating		-704.80
					Outside Contract Se...	-704.80	704.80
TOTAL						-704.80	704.80
Check	1050	4/28/2021	MCCFA		Key Bank Operating		-5,000.00
					Reimbursable Expe...	-5,000.00	5,000.00
TOTAL						-5,000.00	5,000.00
Check	3-31-...	4/13/2021	KeyBank		Key Bank Operating		-2,575.88
					Software	-2,163.72	2,163.72
					Business Registrati...	-50.00	50.00
					Supplies	-103.31	103.31
					Meals	-258.85	258.85
TOTAL						-2,575.88	2,575.88

MCCFA Budget versus Actual - YTD 2021 through April

	Jan-April		
	Budget 2021	Actual 2021	Variance 2021
Revenues			
City of Dayton Hotel Tax Contribution (1)	231,456		(231,456)
MCCFA Lodging Tax 3% (2)	1,227,859	97,697	(1,130,162)
Food and Beverage	337,808		(337,808)
Audio Visual			-
Events/Rental Income	265,631	20,400	(245,231)
DCC Leases	92,664	7,821	(84,843)
Management Company Donation			
Other		2	
Total Revenues	2,155,418	125,920	(2,029,500)
Expenses			
Salary	140,000	48,462	91,538
Retirement	33,600	10,339	23,261
Medicare	2,030	699	1,331
Other Benefits	1,700	795	905
Assistant to ED (9m in 2021)	37,503	10,500	27,003
Office Related			-
Laptop	3,500	2,386	1,114
Supplies/COVID	2,000	5,654	(3,654)
Dues	10,000	600	9,400
Conferences and travel	10,000		10,000
Furniture		9,974	(9,974)
Website	5,000	1,250	3,750
Technology Software		3,049	(3,049)
Professional Services			-
Legal	90,000	59,470	30,530
Accounting	10,000	5,425	4,575
Audit	-		-
Mgmt Co (9m in 2021)	125,000		125,000
Hotel Tax Collection Expenses	36,836	15,086	21,750
Promotional Services/Advertising	20,000		20,000
Payroll and Bank Fees	5,000	1,392	3,608
Architectural Design		3,000	(3,000)
Other- Energy Audit/Plants		1,961	(1,961)
Other - AV Services	5,000	4,461	539
Other - Facility Cleaning		2,568	(2,568)
Other - VM/Bev Selection assistance		7,609	(7,609)
Insurance			-
Directors and Officials	3,500		3,500
General Liability	25,000		25,000
Bonds	1,500		1,500
Convention Center Operation	780,000	57,018	722,982
Special Assessments	65,000		65,000
City of Dayton Debt			-
Energy Conservation QCB			-
Principal	120,000		120,000
Interest	30,627		30,627
Contingency	50,000		50,000
Total Expenses	1,612,796	251,698	1,361,098
Net Change	542,622	(125,778)	(3,390,598)

EXHIBIT C

MONTGOMERY COUNTY CONVENTION FACILITIES AUTHORITY
ACCOUNTING POLICY

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ACCOUNTING POLICY

STATEMENT OF ADOPTION

_____The Accounting Policy has been reviewed by both the Finance Committee and the Board of Trustees. The Board of Trustees approved the current Accounting Policy at a regular monthly Board of Trustees Meeting.

SHARED DAYTON CONVENTION CENTER ACCOUNT

The Montgomery County Convention Facilities Authority (CFA) and Venue Management Company (ASM Global) had a shared bank account related to the activity of the Dayton Convention Center. The account is responsible for activity related to the Center that is not CFA only related revenues or expenses. ASM has check writing authority as the management company working as an agent of the CFA. ASM provides a list of invoices to the CFA Executive Director and Fiscal Officer to verify those expenses are valid and accurate for payment from the account. ASM provides information after the checks are written to the CFA for financial reporting purposes. The purchase order process does not apply to expenses paid by ASM as the CFA process would be difficult to execute with a third party. ASM will provide a monthly accounting log to the CFA no later than the 25th of the following month which includes a listing of checks paid, bank reconciliation, and monthly financial statements.

PURCHASE ORDERS

Once the purchase order is produced, it is submitted to the Executive Director, Board Chairperson, or Board Treasurer for approval. All purchase orders must have one signature, the positions listed above have approval authority. The Executive Director may approve purchase orders of goods and services for less than \$15,000. All purchase orders at or above \$15,000 must be approved by a Resolution of the Board of Trustees unless the payment relates to a partial payment of a large Board approved contract. The Board Chairperson or Board Treasurer also approve purchase orders in excess of \$15,000. Once approved, a purchase order is forwarded to the Fiscal Officer for certification. All journal entry reports generated by the production of the purchase order are filed by fund. As required by Ohio Revised Code, non-contract purchase orders cannot exceed a period of more than six months.

All invoices received are date stamped then forwarded to the Fiscal Officer. Invoices regarding contracts are forwarded to the Board Chairperson, Board Treasurer or Executive Director for review and approval.

All invoices are verified by the Fiscal Officer for accuracy and budgetary compliance. After review, the Fiscal Officer initials for approval. The invoices are then submitted to the Executive Director or Board Chair who initials for approval.

Once the invoices have been approved by the Executive Director, Board Chairperson or Board Treasurer and returned to the Fiscal Officer, they are matched to the appropriate purchase order with the approved invoices for processing. The amount of the expense is recorded on the blanket purchase orders (if applicable) and a declining balance is maintained. The authorized invoices are then printed on prenumbered checks through Quickbooks. A check register report is produced and filed. The signatures of two of three are needed: the Fiscal Officer, Executive Director and/or one of three Board members listed on the bank signature card. Copies of the checks are made and attached to the invoices paid. All check packets are then filed by numerical order.

Voided checks must have the Fiscal Officer's approval by initial on the check being voided. The voided check is filed in the files by the account the check was issued from. If certain checks go unused or destroyed, they are logged into the system as unused or destroyed checks and filed.

Contract authorizations are approved by the Board Chairperson or Executive Director. If the contract is at or above \$15,000, the Executive Director is required to have the contract approved by a resolution of the Board of Directors. Contract modifications are reviewed by the Board Chairperson or Executive Director for approval.

CASH RECEIPTS

Checks received through the mail are opened by the Administrative Assistant of the Convention and Visitor's Bureau and are immediately stamped with a restrictive endorsement. Checks that are not received through the mail are immediately given to the Administrative Assistant and follow the same process as above. The Administrative Assistant then prepares a bank deposit slip. The checks are recorded in the cash receipts book and forwarded onto the Fiscal Officer or deposited directly with the Authority's bank. All revenues received are to be deposited within forty-eight hours from when received. The revenue is recorded into Quickbooks through a journal entry. A copy of the check and bank deposit slip are filed together.

The Fiscal Officer is responsible for the compliance with the various grant agreements.

PAYROLL

All payroll changes for the Executive Director are made by resolution of the Board of Directors. Payroll maximums are established for the staff through resolution of the Board of Directors. The Executive Director may operate within the maximum of the approved resolution. When payroll changes occur, a report is generated from the payroll providing company. This report must be reviewed and approved by the Fiscal Officer. The Fiscal Officer is responsible for all payroll processing. Payroll processing is handled through a third party vendor, Horizon Payroll. The payroll reports are maintained by pay period and follows the record retention schedule.

Sick and Vacation records are kept manually by the Fiscal Officer. Remaining sick and vacation days are shown separately and a record of the balances are distributed to employees at the beginning of each month.

FINANCIAL STATEMENT DISTRIBUTION

Financial statements are examined for accuracy on a monthly basis. Financial reports are distributed to the Board of Directors on a monthly basis that include the monthly revenues, expenses and monthly bank reconciliation. The information is maintained on a cash basis for the monthly reporting. Annual financial statements are completed under the general accepting accounting principles method of accounting and filed with the State of Auditor's Office.

BANK RECONCILIATIONS

Bank statements are received through electronically through the online banking system. The Fiscal Officer prepares the bank reconciliations each month and presents the reconciliations to the Finance Committee for review. After reviewing the reconciliations are reviewed they are presented at the next Board of Trustees meeting for Board approval.

The Bank Statement related to the shared Dayton Convention Center account is reconciled by the accounting office of ASM and provided to the Fiscal Officer for review. The Fiscal Officer independently reconciles to banking activity to the financial provided by ASM for accuracy and completeness. The Fiscal Office also reviews the bank reconciliations and provides to the Finance Committee for review at the next available meeting. The Dayton Convention Center bank reconciliation will be provided to the Board of Trustees at the next available meeting.

EXHIBIT D

FW: lift quotes

From: pplageman@montgomerycountycfa.org

To: fraunfelter@yahoo.com

Date: Friday, May 14, 2021, 12:02 PM EDT

Do you have a few minutes to connect on this today – I need to get back with them before we get billed another month – the lease rate goes down if we select an option until the “new” equipment arrives.

To break it down:

Boom - \$60,000 to buy direct – 3 months for delivery

Lease – 36 months - \$1776/month – we own at the end (\$63,936)

Lease – 48 months - \$1359/month – we own at the end (\$65,232)

Scissor Lift - \$15,500 to buy direct – 3 months for delivery **will lease current one on site until this arrives
(recommend we purchase direct)

Let me know your thoughts!

Pam Plageman | Executive Director

Montgomery County Convention Facilities Authority

Dayton Convention Center

22 East 5th Street, Dayton, OH 45402

M: 859.818.2411

Email: Pplageman@montgomerycountycfa.org





Miami Industrial Trucks, Inc.
2830 E. River Rd., Dayton, OH 45439
1-800-444-4808 www.mitlift.com
Parts | Service | Sales | Rental

Date: May 11, 2021
Company: MCCFA
Attention: Pam Plageman
Address: 22 East 5th Street, Dayton, OH 45402
Telephone: 859-818-2411
E-mail: pplageman@montgomerycountycfa.org

Quote #: BM05112101



Thank you for considering the following equipment from Miami Industrial Trucks:

NEW 2021 GENIE GS2032 ELECTRIC SLAB SCISSOR

20 Foot Platform Height, 26 foot Working Height
Maximum Platform Occupancy 2 People
Platform Capacity 800lbs. / Extension Deck Capacity 250 lbs.
Solid Non-Marking Tires w/ Dual Front Wheel Drive
Proportional Controls For Lift and Drive Functions
E-Drive
A/C Wiring To Platform
30% Gradeability / 2.2 mph Travel Speed (stowed)
Tilt Level Sensor w/ Audible Alarm, Beeper Horn
Excellent Maneuverability in Confined Space Areas



Genie Warranty – 1 year electrical, 3 year hydraulics, 5 year structure (NEW ONLY)

Lease to own options:

36 months	\$458.66/month
48 months	\$351.02/month
60 months	\$286.51/month

Payment does not include applicable taxes

Current rental rate \$567.00/month

* Lead time currently 19 weeks

*Tax not included | Price valid for 30 days
Equipment will be shipped to Customer location unless otherwise specified*

Respectfully Submitted,
Bryan Mardis
Product Specialist
Cell: 937-308-1577
bmardis@mitlift.com

Accepted By:

Signature

Date

Title

Purchase Order #

Quote #: BM04112102

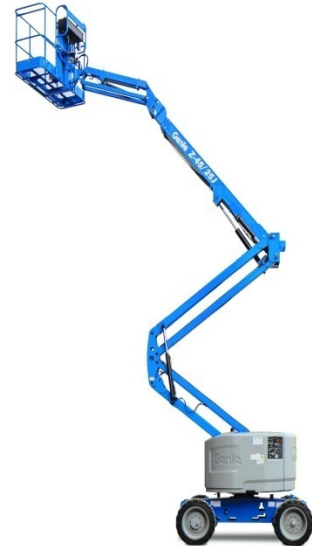
Date: May 11, 2021
Company: MCCFA
Attention: Pam Plageman
Address: 22 East 5th Street, Dayton, OH 45402
Telephone: 859-818-2411
E-mail: pplageman@montgomerycountycfa.org



Thank you for considering the following equipment from Miami Industrial Trucks:

NEW 2021 GENIE Z45/25J DC BOOM LIFT

45' 9" Platform Height, 51' 9" Working Height
24' 1" Maximum Horizontal Reach
23' 9" of Up & Over Clearance
Industrial Non-Marking Tires
6' Platform
2 Wheel Drive with Non Oscillating Axles
355 Degree Turret Rotation with 160 Degree Platform Rotation
500 lb. Basket Capacity / 6ft dual entry w/ swing gate
180 Degree Platform Rotation
Proportional Controls for Lift and Drive Functions
30% Gradeability / 3 mph Travel Speed (stowed)
Emergency Lowering From Base



Genie Warranty – 1 year electrical, 3 year hydraulics, 5 year structure

Lease to own options:

36 months \$1,775.45/month
48 months \$1,358.77/month
60 months \$1,109.06/month
Payment does not include applicable taxes

Current rental rate \$1,670.00/month

* Current lead: 28 weeks

*Tax not included | Price valid for 30 days
Equipment will be shipped to Customer location unless otherwise specified*

Respectfully Submitted,
Bryan Mardis
Product Specialist
Cell: 937-308-1577
bmardis@mitlift.com

Accepted By:

Signature

Date

Title

Purchase Order #

EXHIBIT E





Date: May 13, 2021

Account No: 7074-0116

To:

**ASM Global C/o MCCFA
Dayton Convention Center-MCCFA
22 E. Fifth Street
Dayton, OH 45402**

For:

**Cab Interior Finish Upgrade
One (1) Passenger Elevator-Front #29554**

From:

**Oracle Elevator Company
11138 Lushek Drive
Cincinnati, OH 45142**

Steve Scott

Account Manager

Mobile: 513-773-5069

E-mail: steven.scott@oracleelevator.com

Oracle Elevator Company will provide the necessary labor and material for the following work to be completed:

CAB INTERIOR FINISH UPGRADE-FRONT PASSENGER (OTIS) ELEVATOR-29554

In accordance with the cab interior design specification provided in the email correspondence dated May, 2021, the following scope of work is proposed to perform the cab interior finish upgrade on the one (1) Front Passenger Elevator. The cab interior upgrade design will be completed in accordance with the attached SnapCab rendering/specification. The scope of work proposed is as follows:

1. **Removal**-Remove the existing cab interior finishes, including the suspended ceiling, side and rear wall panels, and handrails as necessary. Prep the existing cab shell to accept the new wall panels and ceiling attachments as required.
2. **Below Handrail Side & Rear Walls**-Install the vertical panels faced with a textured stainless steel finish-Random Swirl. The reveals between panels and in the corners will be satin stainless steel.
3. **Above Handrail Side & Rear Walls**-Install vertical panels faced with plastic laminate, WilsonArt Milano Quartz. The reveals between panels and in the corners will be satin stainless steel.
4. **Behind Handrail Side & Rear Walls**-Install a satin stainless steel panel, approximately 6" wide, behind the handrails and between the upper and lower wall panels.
5. **Base (toe kicks), Horizontal Reveals and Top Caps**-Install a satin stainless steel base with satin silver aluminum binders at the bottom of the panels, allowing for ventilation. Satin silver aluminum top cap with integrated pad hook channel above the panels. The visible panel edges near the door will be protected with satin silver aluminum binders.
6. **Ceiling & Perimeter Lighting**-Install a suspended island style ceiling, divided into nine (9) sections, each section with a panel surfaced with satin stainless steel with black shadow lines set into the surface. Each panel includes an LED downlight fixture, nine (9) total LED downlights.
7. **Handrail & Bumper Rail**-A 3" flat bar handrail with returned ends, will be installed on the side and rear walls. The handrail finish will be satin stainless steel.
8. **Car Door Panels and Door Sills**-No Change to the existing. The existing stainless steel finish will be cleaned and polished.
9. **Stationary Front Return Wall and Transom**-No change to the existing. The existing stainless steel finish will be cleaned and polished.



10. **Car Operating Panel**—No change to the existing features, devices or finishes.

Contract Price: \$24,360.00 Total Price

(Twenty-Four Thousand Three Hundred Sixty Dollars)

PAYMENT SCHEDULE

1. A downpayment in the amount of fifty percent (50%) of contract price must be submitted with the approved proposal. The final payment in the amount of the balance of fifty percent (50%) of the contract price is due upon completion.

TAXES, PERMITS, TESTING, AND FEES

TAXES AND PERMITS—No state or local taxes are included in the price indicated above. Where applicable, any necessary permits and tests are included.

WORKING HOURS

All work is based upon working during the normal working hours of the normal working days of the elevator trade. No overtime hours are included in the contract price.

ACCEPTANCE

A returned copy of this proposal, properly signed and dated and approved by Oracle Elevator shall constitute the contract between us and will be our authorization to order materials and schedule the work.

CONTACT

Please direct any questions or areas of concern to the undersigned.

It is understood that Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5% This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Oracle Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation.



Proposed by:

X _____
(Signature)

Steve Scott
Account Manager
Oracle Elevator Company

Date: _____

Accepted by:

X _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____



Date: May 13, 2021

Account No: 7074-0116

To:

**ASM Global C/o MCCFA
Dayton Convention Center-MCCFA
22 E. Fifth Street
Dayton, OH 45402**

For:

**Cab Interior Finish Upgrade
One (1) Passenger Elevator-Back #21285**

From:

**Oracle Elevator Company
11138 Lushek Drive
Cincinnati, OH 45142**

Steve Scott

Account Manager

Mobile: 513-773-5069

E-mail: steven.scott@oracleelevator.com

Oracle Elevator Company will provide the necessary labor and material for the following work to be completed:

CAB INTERIOR FINISH UPGRADE-BACK PASSENGER (ARMOR) ELEVATOR-21285

In accordance with the cab interior design specification provided in the email correspondence dated May, 2021, the following scope of work is proposed to perform the cab interior finish upgrade on the one (1) Back Passenger Elevator. The cab interior upgrade design will be completed in accordance with the attached SnapCab rendering/specification. The scope of work proposed is as follows:

1. **Removal**-Remove the existing cab interior finishes, including the suspended ceiling, side and rear wall panels, and handrails as necessary. Prep the existing cab shell to accept the new wall panels and ceiling attachments as required.
2. **Below Handrail Side & Rear Walls**-Install the vertical panels faced with a textured stainless steel finish-Random Swirl. The reveals between panels and in the corners will be satin stainless steel.
3. **Above Handrail Side & Rear Walls**-Install vertical panels faced with plastic laminate, WilsonArt Milano Quartz. The reveals between panels and in the corners will be satin stainless steel.
4. **Behind Handrail Side & Rear Walls**-Install a satin stainless steel panel, approximately 6" wide, behind the handrails and between the upper and lower wall panels.
5. **Base (toe kicks), Horizontal Reveals and Top Caps**-Install a satin stainless steel base with satin silver aluminum binders at the bottom of the panels, allowing for ventilation. Satin silver aluminum top cap with integrated pad hook channel above the panels. The visible panel edges near the door will be protected with satin silver aluminum binders.
6. **Ceiling & Perimeter Lighting**-Install a suspended island style ceiling, divided into nine (9) sections, each section with a panel surfaced with satin stainless steel with black shadow lines set into the surface. Each panel includes an LED downlight fixture, nine (9) total LED downlights.
7. **Handrail & Bumper Rail**-A 3" flat bar handrail with returned ends, will be installed on the side and rear walls. The handrail finish will be satin stainless steel.
8. **Car Door Panels and Door Sills**-No Change to the existing. The existing stainless steel finish will be cleaned and polished.
9. **Stationary Front Return Wall and Transom**-No change to the existing. The existing stainless steel finish will be cleaned and polished.



10. **Car Operating Panel**—No change to the existing features, devices or finishes.

Contract Price: \$22,856.00 Total Price

(Twenty-Two Thousand Eight Hundred Fifty-Six Dollars)

PAYMENT SCHEDULE

1. A downpayment in the amount of fifty percent (50%) of contract price must be submitted with the approved proposal. The final payment in the amount of the balance of fifty percent (50%) of the contract price is due upon completion.

TAXES, PERMITS, TESTING, AND FEES

TAXES AND PERMITS—No state or local taxes are included in the price indicated above. Where applicable, any necessary permits and tests are included.

WORKING HOURS

All work is based upon working during the normal working hours of the normal working days of the elevator trade. No overtime hours are included in the contract price.

ACCEPTANCE

A returned copy of this proposal, properly signed and dated and approved by Oracle Elevator shall constitute the contract between us and will be our authorization to order materials and schedule the work.

CONTACT

Please direct any questions or areas of concern to the undersigned.

It is understood that Oracle Elevator (the "Company") will arrange to install the material necessary to complete your job and shall be upon you or your authorized representative signing the final acceptance that the installation is satisfactory and complete. You agree to pay the Company the amount specified above which will cover the costs of labor and materials. Should it become necessary to collect any of the money due us under this agreement with you, through an attorney, then you shall pay all cost of collections, including a reasonable attorney's fee. Any changes made by you in the above specifications necessitating additional labor or materials shall not be included or covered by this proposal, but shall be provided for in a separate and additional signed agreement by both parties. There shall be no liability for delays due to causes beyond our control. Accounts in arrears thirty (30) days will be assessed a monthly service charge of 1.5% This proposal and payment agreement shall be the whole agreement between the parties and shall not be altered except by written agreement. In consideration of the performance of the services and the furnishing of the materials, it is expressly understood that the Company assumes no liability for accidents, injuries to persons or damage to property occurring on or near any part of the elevator system which is the subject of this Agreement regardless of the cause of any such accident, bodily injury or property damage and regardless of any negligence upon the part of the Company, its employees or officers. You agree to indemnify, defend, and hold harmless the Company, its officers, agents and employees from and against any and all claims, demand, suits and proceedings brought against the Company or its officers, directors, or employees of any nature whatsoever, including but not limited to claims and lawsuits for losses of any kind, property damage, personal injury or death that are alleged to have arisen from or alleged to be connected with the presence, use misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, specifically including claims or losses alleged or proved to have arisen from the partial or sole negligence of the Company or its officers, directors, or employees. You expressly agree to name Oracle Elevator as an additional named insured on your liability insurance policies. It is understood that the elevator, at all times, is owned by you and that you are solely responsible for its safe operation.



Proposed by:

X _____
(Signature)

Steve Scott
Account Manager
Oracle Elevator Company

Date: _____

Accepted by:

X _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____