

MONTGOMERY COUNTY CONVENTION FACILITIES AUTHORITY
BOARD OF DIRECTORS

Regular Meeting
September 2, 2021

4:00 PM

Dayton Convention Center – Room 205

AGENDA

- I. Roll Call
- II. Approval of minutes of the August 5, 2021 Regular Meeting Action
- III. Approval of minutes of the August 19, 2021 Special Meeting Action
- IV. Reports and Communications
 - A. Finance Committee Report
 - i. DCC Skywalk Roof Replacement – Omnia Program Action
 - ii. DCC Lobby Carpet Replacement – Omnia Program Action
 - B. Operations Committee Report
 - i. LWC/LMC Design Services Agreement Action
 - ii. DCC HVAC Update w/ASM Information
 - C. Fiscal Officer Report, Sean Fraunfelter, Interim Fiscal Officer
 - i. July Financial Report Action
 - ii. Bond Fund Update
 - iii. Consideration of Resolution 2021-08 – Post Issuance Compliance Policy Action
 - D. Executive Director Report, Pam Plageman, MCCFA Executive Director
 - i. Audio Visual Preferred Vendor Recommendation w/ASM Action
 - ii. Progress Report – DCC Improvements
 - iii. Updates on Hotel/Motel Tax Collections – June/July 2021
- V. Executive Session – If needed, to consider the purpose of conducting a conference with an attorney or attorneys for the Authority concerning disputes involving the Authority that are the subject of pending or imminent court action. Upon conclusion of the executive session, the Board will reconvene its meeting of the Board of Directors.
- VI. Other Business
- VII. Next Meeting Date: October 7, 2021, 4:00 PM – In Person at DCC
- VIII. Adjournment Action

Approval of minutes of the August 5,
2021 Regular Meeting

MONTGOMERY COUNTY CONVENTION FACILITIES

AUTHORITY

BOARD OF DIRECTORS

Regular Meeting Minutes

August 5, 2021 4:00 P.M.

Dayton Convention Center, Board Room 205

BOARD OF DIRECTORS

PRESENT: Walter Reynolds, Chair; David Abney; Elizabeth Conner; Belinda Kenley; Jacquelyn Powell, Mike Stevens; LaShea Lofton; Kevin Weckesser and Tom Whelley.

EXCUSED: Jeff Gore

GUESTS:

Paul Gruner, Incoming Board Member

Pam Plageman, Executive Director

Sean Fraunfelter, Fiscal Officer

Mike Burns, Baird Private Wealth Management

Kelli Donahoe, John Page, Ryan Thorpe, ASM Global

John Fabelo, Bear Monita, LWC Incorporated

Quin Kline, CBD Advisors

Shannon Martin, Bricker & Eckler

I. Roll Call

Chairman Reynolds called the meeting to order at 4:03 P.M. and Ms. Kline called the roll.

II. Approval of the minutes of the July 1, 2021 Meeting Minutes

Chairman Reynolds asked the members of the Board if they had any edits to the May meeting minutes.

Chairman Reynolds stated that Mr. Gore was noted in the minutes as being both PRESENT and EXCUSED and asked that Mr. Gore be marked as EXCUSED for the July 1, 2021 Board meeting. With that change noted Chairman Reynolds called for a motion to approve the minutes.

MOTION: It was then moved by Ms. Powell and seconded by Ms. Kenley and unanimously voted "to approve the July 1, 2021 meeting minutes with corrections".

III. Reports & Communication

A. Finance Committee Report

i. DCC Financing Options Update/Baird

Mike Burns from Baird presented the financing options available to the organization for the bond request. Mr. Burns discussed the process briefly stating that the team sent the package out to 40 different banks and capital firms and 5 proposals were returned one institution, Key Bank, offered the most favorable financing options. There was a robust discussion around each rate and term option of the Key Bank proposal. Mr. Whelley asked if the organization has the cash flow to support all of the options in the proposal.

Mr. Fraunfelter explained that for budgeting purposes, the MCCFA has accommodated for all scenarios presented. Mr. Whelley asked if he was correct in assuming that the improvements needed to facility cannot be made without bond funding like this. Ms.

Plageman said, that was correct. She then requested for a special board meeting to vote on a funding option on August the 19th at 4:00PM ET. Mr. Fraunfelter reminded the Board that the Finance Committee meets directly before the proposed special board meeting. Ms. Plageman added that Bricker and Eckler is doing pre-work that can be discussed at that meeting with the hope to close on the financing in September. Mr. Burns stated that the deadline to close on the financing with these rates and terms is September 8th. Ms. Lofton asked why the \$10 million number was chosen for this bond. Ms. Plageman responded that they wanted to be conservative with the first ask but intend to come back to the board with an additional ask in the fall of this year. Mr. Fraunfelter added that \$10 million is the bank maximum threshold. After different varying discussion within the board members and members of the finance committee seemed to prefer the 10 -Year financing option presented. The resolution to accept the financing will be presented at the August 19th 2021 special board meeting for approval

ii. Telescoping Seating/Bleacher Replacement w/ASM

Ryan Thorpe from ASM presented to the Board that the current bleachers are in disrepair and are unsafe for guests. The recommendation is for the Board to spend out of the bond fund, when approved and financed, to replace the bleachers with new products from the same manufacturer. The new bleachers will be state of the art and a true competitive advantage. Mr. Whelley asked if there would be the same number of seats as there currently have. Mr. Thorpe responded no but currently event goers don't use most of the top most seats so the practical use will not be compromised. Ms. Lofton asked about handicap seating and if the price included options for those. Mr. Thorpe said that those options can be added and Ms. Plageman and Ms Lofton agreed that those should be made with the purchase.

MOTION: It was then moved by Mr. Whelley and seconded by Mr. Stevens and unanimously voted "to approve the purchase of bleachers, aluminum decking, lights and handicap fittings upon the bond financing receipt".

iii. Boom Lift Lease/Purchase

Ms. Plageman presented a request to enter into a lease to purchase agreement on a Boom Lift. Ms. Plageman presented the term as 60 months long at \$1,109 per month which is a \$761 dollar savings over the current monthly expenses for renting equipment.

MOTION: It was then moved by Ms. Lofton and seconded by Ms. Conner and unanimously voted "to approve the lease to purchase agreement for the Boom Lift".

iv. Scissor Lift Purchase

Ms. Plageman presented a request to purchase a scissor lift in the amount of \$15,000 to be paid out of the bond financing when approved. Ms. Plageman explained that currently the facility is renting this equipment.

MOTION: It was then moved by Mr. Weckesser and seconded by Ms. Connors and unanimously voted "to approve the purchase of the Scissor Lift."

v. DCC Lobby Carpet Replacement - Omnia Program

Ms. Plageman presented the option to replace the carpeting on the first floor. Ms. Powell asked for more time to consider the whole design and table the matter until the master planning is complete. The Board members agreed to table the conversation.

B. Operations Committee Report

i. LWC/LMC 90Day Master Plan Agreement

Ms. Plageman introduced Mr. Monita and Mr. Fabelo from LWC to discuss the 90 Day Master Plan. Mr. Fabelo walked the board through the proposal and timeline of the project detailing the process of how they arrived at the fee schedule and the timetables. Mr. Fabelo emphasized that the partnerships are going to be key to the success of the planning and execution of the project and they feel as though they have some of the best partners in the industry. Mr. Weckesser asked what the total master plan is estimated to cost in all. Ms. Plageman responded that the plan should not exceed \$35Million.

MOTION: It was then moved by Ms. Kenley and seconded by Mr. Whelley and unanimously voted “to approve the LWC/LMC 90 Day Master Plan Agreement.”

C. Fiscal Officer Report, Sean Fraunfelter, Interim Fiscal Officer

i. DCC June Financials w/ASM Global

Mr. Fraunfelter presented the financials and focused on the income statement, revenue and expenses. Mr. Fraunfelter mentioned that ASM continues to be an incredible partner and ally. Ms. Lofton asked if there are standard collection and Accounts Receivable (AR) policies followed. Mr. Fraunfelter stated that ASM follows the extensive documentation that ASM uses for accounting policy. Additional discussion took place over the CFA implementing an accounts receivable policy in the future that includes language related to both the ASM receivables and CFA receivables.

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

ii. The Shuttered Venue Operations Grant (SVOG) Program

Mr. Fraunfelter presented that unfortunately the SVOG Program opportunity will not be realized. The grant was found to focus on performing arts venues and given those parameters the organization is not qualified to receive grant funding.

D. Executive Director Report, Pam Plageman, MCCFA Executive Director

Progress Report - Dayton Convention Center Improvements

Ms. Plageman highlighted the repairs and improvements that continue to be made in and around the facility. Ms. Plageman spoke in particular to the roof and ceiling repairs, the escalator cleaning and the replacement of the chillers and cooling towers. She also spoke to the commitment of the organization to focus on sustainability by reusing older products and implementing “green” policies and processes.

ii. Updates on Hotel/Motel Tax Collections

Ms. Plageman reported the Hotel/Motel tax collection going well. She noted that now she has been able to employ the help of contacts at the city and county to align strategically with collection. Ms. Plageman said there are five entities still outstanding but the team is working diligently to collect.

IV. Executive Session

Ms. Kenley made a motion to adjourn to Executive Session for the purpose of conducting a conference with an attorney or attorneys for the Authority concerning disputes involving the Authority that are the subject of pending or imminent court action. The motion was seconded by Ms. Powell.

After a roll call vote, the Board adjourned to executive session and excused all guests except for Ms. Plageman and Ms. Martin for the session. Following discussion with council, a motion and roll call vote, the Board returned to open session.

V. Other Business

Mr. Reynolds reminded the Board the next meeting is September 2nd at 4:00 PM in person at the DCC.

VI. Adjournment

It was properly moved and seconded and thereafter unanimously approved that the meeting be adjourned. Thereupon, the meeting adjourned at approximately 6:30 p.m.”

CERTIFICATE

The undersigned Secretary of the Board of Directors of the Montgomery County Convention Facilities Authority hereby certifies that the foregoing is a true copy of the minutes of the August 5, 2021, meeting of the Board of Directors of said Convention Facilities Authority, as approved by the Board on September 2, 2021.

Secretary, Board of Directors
Montgomery County Convention Facilities
Authority

Approval of minutes of the August 19,
2021 Special Meeting

**MONTGOMERY COUNTY CONVENTION FACILITIES
AUTHORITY**

BOARD OF DIRECTORS

Special Meeting Minutes

August 19, 2021 4:00 P.M.

Dayton Convention Center, Board Room 205

BOARD OF DIRECTORS

PRESENT: Walter Reynolds, Chair; Paul Gruner, Belinda Kenley; Jacqueline Powell, Mike Stevens; Jeff Gore and Tom Whelley.

EXCUSED: LaShea Lofton; Kevin Weckesser and David Abney

GUESTS:

Pam Plageman, Executive Director

Sean Fraunfelter, Fiscal Officer

Shannon Martin, Bricker & Eckler

Vicki Giambrone, CBD Advisors

I. Roll Call

Chairman Reynolds called the meeting to order at 4:00 P.M. and Ms. Martin called the roll.

II. Consideration of Resolution No. 2021-06 related to Officer Elections and Appointment of New Board Secretary

Chairman Reynolds asked the members of the Board if there was any discussion regarding the Officer Elections and/or the appointment of Belinda Kenley as the new Board Secretary; and hearing none Chairman Reynolds called for a motion to approve the minutes.

MOTION: It was then moved by Mr. Gore and seconded by Mr. Stevens and unanimously voted “to approve Resolution No. 2021-06 related to Officer Elections and Appointment of New Board Secretary as presented.”

III. Consideration of Resolution No. 2021-07 “Approving the issuance of not to exceed \$10,000,000 special obligation revenue bonds.”

Chairman Reynolds asked the members of the Board if there was any discussion regarding the Resolution No. 2021-07 and hearing none, Chairman Reynolds called for a motion to approve the minutes and asked for a roll call vote.

MOTION: It was then moved by Ms. Powell and seconded by Ms. Kenley and unanimously voted with a roll call vote “to approve Resolution No. 2021-07 “Approving the issuance of not to exceed \$10,000,000 special obligation revenue bonds.”

V. Other Business

Mr. Reynolds reminded the Board the next meeting is September 2nd at 4:00 PM at the DCC.

VI. Adjournment

MOTION: It was motioned by Mr. Whelley and seconded by Ms. Kenley, and unanimously approved to adjourn at 4:10 PM.

CERTIFICATE

The undersigned Secretary of the Board of Directors of the Montgomery County Convention Facilities Authority hereby certifies that the foregoing is a true copy of the minutes of the August 19, 2021, meeting of the Board of Directors of said Convention Facilities Authority, as approved by the Board on September 2, 2021.

Secretary, Board of Directors
Montgomery County Convention Facilities
Authority

Finance Committee Report



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Dayton Convention Center
City of Dayton
22 E 5th St
Dayton, OH 45402

Date Submitted: 06/30/2021
Proposal #: 25-OH-210588
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: BID ITEM I- EIFS and Metal Trim Coating

1. Provide all labor, equipment, and materials to coat the properly prepared surface.
2. All Contractors are to follow the safety and barricade instructions. All existing ladders, walkways, windows, must be protected so that these areas are not marked up from material spills or tracking of materials by walking.
3. Clean the EIFS and trim metal areas identified during the pre-bid using a combination of a nontoxic biodegradable cleaner and high pressure water to remove any contaminants or loose paint.
4. Cracks less than 1/16" (1.5 mm) wide shall be sealed after cleaning has been performed using an elastomeric hybrid sealant. Crack shall be cleared of all loose debris, dirt and widened slightly at the surface to accommodate elastomeric hybrid sealant.
5. Cracks 1/16" (1.5 mm) to 1/8" (3.0 mm) wide shall be routed to a 1/4" to 1/2" groove, backer rod shall be installed, groove shall be caulked with elastomeric hybrid sealant. Fill grooves flush with adjacent surfaces.
6. Remove and clean the caulk joint on the top edge of all terminations bars in the working areas. Apply a manufacturer approved one-part elastomeric adhesive sealant.
7. Prime all EIFS with an emulsified acrylic coating with a coverage rate of 150sqft/gal.
8. Finish paint all EIFS with an emulsified acrylic coating 150sqft/gal.

9. Shop fabricate and install a new coping in 24 ga steel over the designated areas on a continuous cleat and face fastened.
10. On the trim metal install PVDF Primer to the surface per the datasheet and allow to cure.
11. On the trim metal install two coats of PVDF kynar top coat per the manufacturer guidelines and allowing proper drying time between coats.

Scope of Work: BID ITEM II- Caulking and Maintenance of the Roofs

1. On all roofing section properly clean the existing caulking as shown at prebid.
2. Install Elastomeric hybrid sealant to all termination bars, counter flashings, pipe collars on all roofing sections.
3. Properly tool the sealant into place for a smooth sloped appearance for proper drainage and no pooling of water.

Scope of Work: BID ITEM III – Breezeway Roof Replacement

1. Tear off the existing EPDM roofing to the metal deck. A line item should be included on the contractor's bid form for a cost per square foot for metal deck overlay and replacement.
2. Please include \$500 allowance for bad decking and wood nailer in your bid.
3. The contractor is to raise any low projection curbs that do not meet the NRCA recommended 8" height requirements above the new roof's projected surface. This should be factored into the contractor's base bid. Contractor to remove any abandoned units and vents.
4. Mechanically attach 1 layer of 1" Polyisocyanurate insulation and ¼" Densdeck Prime according to manufacturer wind uplift for 120 mph wind uplift.
5. Install self adhering primer to the Densdeck Prime as per manufacturer guidelines. Install 1 ply of ASTM D6163 SBS Modified Self Adhered Base Sheet and top ply of SBS modified mineral cap sheet ASTM D 6162 type III Mineral per manufacturer guidelines. Install in a shingle fashion from the low to high point of the roof slope to promote positive drainage. All end laps where mineral cap touches bottom of adhesive must be set in flashing bond with bleed out. All areas torn off must be installed back base and cap sheet in same day.
6. Install a new 2 ply flashing system per manufacturer guidelines just as in the field. All end laps where mineral cap touches bottom of adhesive must be set in flashing bond with bleed out. All vertical flashing laps shall be 3 coursed with manufacturer approved fiber mastic and mesh reinforcement as per the manufacturer's recommendations.
7. Flashings ran up the wall under the existing through wall flashing will be terminated with termination bar which will be set in butyl and caulked on top edge. Then, attach bib flashing to existing counterflashing covering the termination bar and on walls it will be surface mount counterflashing with top edge caulked.
8. Install 2 coats of manufacturer approved Energy Star rated aluminum coating per manufacturer guidelines.
9. Install all, lead flashings, pitch pockets, counter flashings, and sheet metal accessories as specified in Section 07550 and Section 07600. All drains to receive new Oliflow Hercules drain retrofits.
10. Terminate all flashings with termination bar set in butyl, fastening termination bar every 6" on center and caulking top edge with manufacturer approved sealant.

11. All Edge metal will be installed in R-Mer Force edge metal system with fascia to match the same size as existing.
12. Clean up all debris and damage done to grounds, building and roof top (if any).

Garland/DBS Price Based Upon Local Market Competition: Base Bid I EFIS

Maxim Roofing Co., LLC	\$ 347,903
AH Sturgill Roofing Inc	\$ 452,508
Cotterman & Company, Inc.	\$ 543,290
Zero Co	Decline to Bid

Garland/DBS Price Based Upon Local Market Competition: Base Bid II Repairs

Maxim Roofing Co., LLC	\$ 23,641
AH Sturgill Roofing Inc	\$ 24,650
Cotterman & Company, Inc.	\$ 32,246
Zero Co	\$ 52,200

Garland/DBS Price Based Upon Local Market Competition: Base Bid III Skywalk

Maxim Roofing Co., LLC	\$ 70,659
Cotterman & Company, Inc.	\$ 105,243
AH Sturgill Roofing Inc	\$ 130,882
Zero Co	\$ 190,638

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. Garland/DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are included.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number

listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613



Milliken Services, LLC

Customer Proposal

OMNIA PARTNERS Contract - 2020002150

OMNIA Member #:

MQ Number:

1021000921

Proposal Date: 7/9/2021

Project Name:	Dayton Convention Center 1st Flr Lobby	Milliken Sales Rep:	Jon Deibel
City, State, Zip:	Dayton, OH 45402	Primary Phone:	513-218-5718
Project Number:		Email:	jon.deibel@milliken.com
Seller (company):	Milliken Services, LLC	Project Manager:	Tammy Drake
Address:	201 W. Lukken Industrial Drive	Primary Phone:	706-880-5727
City, State, Zip:	LaGrange, GA 30240	Email:	tammy.drake@milliken.com
Customer (company):	Montgomery County Conv Facilities A	Contact Person:	Pam Plageman
Address:	22 E 5th St	Primary Phone:	
City, State, Zip:	Dayton OH 45402	Email:	pplageman@montgomerycountycfa.org
Bill To (company):	Montgomery County Conv Facilities A	Contact Person:	Pam Plageman
Address:	22 E 5th St	Primary Phone:	
City, State, Zip:	Dayton OH 45402	Email:	pplageman@montgomerycountycfa.org

Item	Qty	Unit of Measure	Unit Price	Total
Live Circuit, Current CUR266-119, Chroma with Energy	389.298	SY	\$ 26.02	\$ 10,129.53
Live Circuit, Current CUR266, Energy	133.354	SY	\$ 26.02	\$ 3,469.87
Obex Tile, Fizz Cut X	53.222	SY	\$ 68.21	\$ 3,630.27
Standard Carpet Tile Adhesive (order by pail)	5.000	4-gal. pail	\$ 129.94	\$ 649.70
Labor: Remove Existing Carpet	518.000	SY	\$ 2.93	\$ 1,517.74
Material Disposal	518.000	SY	\$ 1.00	\$ 518.00
Floor Prep	4,662.000	SF	\$ 0.63	\$ 2,937.06
Labor: Install Carpet (renovation)	565.000	SY	\$ 5.59	\$ 3,158.35
Proejct Management Fee	1.000	Each	\$ 1,763.05	\$ 1,763.05

TOTAL

\$ 27,773.57

If there is a change in materials or scope of work, a new proposal must be issued by Milliken Services, LLC.

Any revisions made to this proposal will invalidate the proposal.

This proposal is valid for 30 days from the "Proposal Date" posted at the top of this form.

Prices are subject to change based on price increases or modifications if they fall during this timeframe.

Special Conditions:

Notes:

- 1) This quotation is based on preliminary drawings. If actual yardage requirements are different, the price may change.
- 2) Pricing for installation is subject to change based upon flooring conditions and preparation requirements. Refer to Special Conditions above (if applicable) for more information.
- 3) Unless stated otherwise in proposal, the following exclusions apply: Major floor prep and leveling; Hoisting; Handling electronic equipment (including but not limited to computers, telephones, and personal belongings); Payment and performance bonds; Floor and equipment protection; Long-term storage of materials; and asbestos identification, testing, and abatement. If materials are suspected to contain asbestos during work, all work will immediately stop and it is the sole responsibility of the customer to conduct testing and abatement.
- 4) Site Conditions: Area must be enclosed, a minimum of 65 degrees, and HVAC running for 72 hours prior to install. Area must be clear of equipment and materials from other trades. Subfloor must be structurally sound and suitable for specified flooring. Scheduling delays and site unprepared may result in additional costs.
- 5) Installation schedule to be agreed upon by the customer and Milliken. Disruptions or unplanned changes in owner's schedule may result in additional costs.
- 6) Taxes will be applied unless appropriate tax exempt documentation is received by the customer prior to invoicing.
- 7) Materials are billed separate from installation, subject to POD at ship-to.
- 8) Material prices include freight. Rates do not include special freight services unless specified in quote above.

All orders placed under Milliken's OMNIA Partners Contract are subject to
Milliken's contracted terms and conditions with OMNIA Partners.

Sign and return one copy of this agreement before any work begins. Keep one copy for your records.

Seller's Representative

Signature: Tammy Drake
Printed Name: Tammy Drake

Date: 7/9/2021
Title: Project Manager

Customer's Representative

Signature: _____
Printed Name: _____

Date: _____
Title: _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO: Milliken Services, LLC

**Signed proposal, a copy of your purchase order,
and a tax exempt certificate should be emailed to:**

tammy.drake@milliken.com

If mailing, please send to:

Milliken Services, LLC
Tammy Drake
201 Lukken Industrial Drive, West
LaGrange, Georgia 30240

706-880-5727

Operations Committee Report

LWC+LMN

To: Pam Plageman
From: John Fabelo
Subject: DRAFT Contract Summary
Date: 7/22/21

The attached AIA B-102 DRAFT contract is being submitted to the Montgomery County Convention Facilities Authority (MCCFA) to provide design services for future projects at the Dayton Convention Center. The sequencing and phasing of capital improvements will be established following the completion of the master plan.

This particular contract was selected since our work will include multiple projects and specific scopes have yet to be determined. The term is for three years from the date of commencement of architectural services.

LWC+LMN is proposing a base fee schedule (Exhibit A), excluding FF&E and any specialty consultants, based on the following construction budgets:

up to \$7 million	9.5%	7.5% design/construction documents 2% construction administration
\$7 million and above	8.5%	5.5% design/construction documents 3% construction administration

Each project will be completed through the Professional Design Phase Services (Exhibit B). We intend to incorporate the same consultants, as needed, that are being proposed for the master plan.

Please let me know if you have any questions. Thank you for your consideration.

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 22nd day of July in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Convention Facilities Authority (MCCFA)
Dayton Convention Center (DCC)
22 East Fifth Street
Dayton, Ohio 45402

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

LWC Incorporated
434 E. First Street Dayton, Ohio 45402
Telephone Number: 937.223.6500
Fax Number: 937.461.2934

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

PHASE I PROJECTS

Phase I Projects to be determined following completion of Masterplan.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Architectural, Mechanical, Electrical, Plumbing, Civil Engineering, Interior Design, and Structural Engineering services are part of the base fee % of construction costs.

Architectural, Mechanical Engineering, Electrical Engineering, Plumbing, Civil Engineering, Interior Design, and Structural Engineering are part of the base fee % of construction costs. Please See Exhibit B: Fee Schedule (attached).

The LWC Incorporated team will provide the professional services outlined in Exhibit C: Professional Design Phase Services (attached).

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

John Fabelo, AIA
Principal

Bear Monita
Principal

LWC Incorporated
434 E. First Street

Dayton, Ohio 45402

937-223-6500

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

The Montgomery County Convention Facilities Authority shall be named as an additional insured thereunder. The certificates will name MCCFA as the holder of the certificate of insurance listing the required coverages and as an additional insured with a waiver of subrogation and hold the MCCFA harmless on the Comprehensive General Liability, Automobile Liability; umbrella or excess policies. Not less than ten (10) days prior to the commencement of this Agreement, Provider shall deliver to MCCFA certificates of insurance evidencing the existence thereof, all in such form as MCCFA may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the Montgomery County Convention Facilities Authority, 22 East 5th Street, Dayton, Ohio 45402." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, Provider shall deliver to MCCFA at least thirty (30) days prior to such expiration, a certificate of insurance evidencing the renewal of such policy or policies.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Pam Plageman
Executive Director
MCCFA/Dayton Convention Center
22 East Fifth Street
Dayton, Ohio 45402

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~thirty (30) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than ~~seven~~thirty (30) days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than ~~seven~~thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than ~~seven~~thirty (30) days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

[~~+~~ ~~One year~~ X] Three (3) years from the date of commencement of the Architect's services

[] One year from the date of Substantial Completion

[] Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Fees are outlined per Exhibit B

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as authorized by MCCFA's pre-approval. Additionally, all reimbursable items must be accompanied with a receipt for submission.

Reimbursable expenses are as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- ~~.5 Postage, handling and delivery;~~
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 .7 Site office expenses;~~
- ~~.11 .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project-related expenditures.~~ .9 Other similar Project-related expenditures, as authorized by the MCCFA by pre-approval.

§ 6.2.2 For Reimbursable Expenses ~~Expenses~~, the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent () of the expenses incurred consultants, plus Five percent (5.00)~~ plus Five percent (5.00) for services or reimbursable items that require management by the architects. Other reimbursable expenses will not be marked-up.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of 0.00 (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime Rate, plus 1.00 %

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. ~~materials with prior written approval by the MCCFA.~~

The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Provider is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Provider has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

Provider is familiar with all applicable ethics law requirements, including without limitation Ohio Revised Code Sections 102.04 and 3517.13, and certifies that it is in compliance with such requirements.

Provider agrees:

That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Provider, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

That neither the Provider, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.

That there shall be deducted from the amount payable to Provider by MCCFA, under this agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

That this Agreement may be canceled or terminated by MCCFA and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

The Provider acknowledges that MCCFA is entering this Agreement in reliance on the Provider's abilities to perform its services under this Agreement on a timely **ARTICLE** basis.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A: Fee

Exhibit B: Professional Design Phase Services

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Pam Plageman, Executive Director

(Printed Printed name and title)

ARCHITECT (Signature)

John Fabelo, AIA Principal

(Printed name, title, and license number, if required)
required

CERTIFICATE OF AVAILABLE FUNDS (ORC Section 5705.41)

The undersigned Fiscal Officer of the Board of County Commissioners, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding Agreement
has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Date

Fiscal Officer

Exhibits: A & B

EXHIBIT A: BASE FEE SCHEDULE

LWC Incorporated

Project: Montgomery County Convention Facilities Authority/Dayton Convention Center

Project Value	Fee For Design & Documentation	Fee for Bidding & Construction Administration
Up to \$7 Million	7.50%	2.00%
\$7 Million and above	5.50%	3.00%

*Note: The above services do not include FF&E or specialty consultants, such as signage, food service, landscaping, environmental services, or other speciality consultants not typically included in base services/specialized estimating.

EXHIBIT B: Professional Design Phase Services
Montgomery County Convention Facilities Authority/Dayton Convention Center

Professional Design Phase Services

Schematic Design Phase Services

The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project.

Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's goals and for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service.

The Architect shall submit to the Owner an estimate of the Cost of the Work.

Design Development Phase Services

Based on the Owner's approval of the Schematic Design Documents, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Construction Documents Phase Services

Based on the Owner's approval of the Design Development Documents, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.

The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

EXHIBIT B: Professional Design Phase Services

Montgomery County Convention Facilities Authority/Dayton Convention Center

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms.

The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work.

Bidding and Negotiation Services

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

Construction Phase Services

The Architect shall provide administration of the Contract between the Owner and the Contractor.

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

Evaluations of the Work

The Architect shall visit the site at intervals appropriate to the stage of construction.

Certificates for Payment to Contractor

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

EXHIBIT B: Professional Design Phase Services

Montgomery County Convention Facilities Authority/Dayton Convention Center

The Architect shall maintain a record of the Applications and Certificates for Payment.

Submittals

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.

The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.

The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

The above services do not include FF&E or specialty consultants, such as signage, food service, landscaping, environmental services, or other specialty consultants not typically included in base service/specialized estimating.

Fiscal Officer's Report

3:11 PM

08/12/21

Montgomery County Convention Facilities Authority
Reconciliation Summary
Key Bank Convention Center, Period Ending 07/31/2021

	<u>Jul 31, 21</u>
Beginning Balance	129,941.61
Cleared Transactions	
Checks and Payments - 54 items	-141,428.69
Deposits and Credits - 13 items	107,127.40
Total Cleared Transactions	<u>-34,301.29</u>
Cleared Balance	<u>95,640.32</u>
Uncleared Transactions	
Checks and Payments - 2 items	-1,685.40
Total Uncleared Transactions	<u>-1,685.40</u>
Register Balance as of 07/31/2021	<u>93,954.92</u>
Ending Balance	<u>93,954.92</u>

3:11 PM

08/12/21

Montgomery County Convention Facilities Authority

Reconciliation Detail

Key Bank Convention Center, Period Ending 07/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						129,941.61
Cleared Transactions						
Checks and Payments - 54 items						
Check	6/4/2021	1029	Eventbooking.com	X	-16,687.50	-16,687.50
Check	7/2/2021	1079	ASM	X	-28,000.00	-44,687.50
Check	7/2/2021	1074	Professional Cleani...	X	-9,837.25	-54,524.75
Check	7/2/2021	1072	Moonlight Security I...	X	-6,162.60	-60,687.35
Check	7/2/2021	1069	Kellii Donahoe	X	-2,008.32	-62,695.67
Check	7/2/2021	1063	Constellation	X	-1,153.35	-63,849.02
Check	7/2/2021	1061	C-3 Group	X	-1,017.90	-64,866.92
Check	7/2/2021	1067	Harborlink Network ...	X	-775.00	-65,641.92
Check	7/2/2021	1080	Stafftech	X	-745.29	-66,387.21
Check	7/2/2021	1075	Progressive Printers	X	-732.00	-67,119.21
Check	7/2/2021	1071	Mark Ceccio	X	-618.24	-67,737.45
Check	7/2/2021	1077	Rumpke	X	-586.79	-68,324.24
Check	7/2/2021	1058	Aryes Staffing	X	-455.00	-68,779.24
Check	7/2/2021	1068	Insight	X	-404.63	-69,183.87
Check	7/2/2021	1078	Shiver Security Sys...	X	-368.82	-69,552.69
Check	7/2/2021	1060	Brinks	X	-352.24	-69,904.93
Check	7/2/2021	1081	The Plant Trolley	X	-348.00	-70,252.93
Check	7/2/2021	1059	Best	X	-316.00	-70,568.93
Check	7/2/2021	1070	Markey's Audio Vis...	X	-300.08	-70,869.01
Check	7/2/2021	1066	Express Employme...	X	-274.54	-71,143.55
Check	7/2/2021	1073	Concenta	X	-231.00	-71,374.55
Check	7/2/2021	1076	Roby Supply	X	-222.30	-71,596.85
Check	7/2/2021	1062	Centerpoint Energy	X	-220.49	-71,817.34
Check	7/2/2021	1064	Dave Montgomery	X	-154.53	-71,971.87
Check	7/2/2021	1055	A-1 Able Pest Doct...	X	-99.00	-72,070.87
Check	7/2/2021	1065	Digital Fringe	X	-97.74	-72,168.61
Check	7/2/2021	1056	ADP	X	-85.79	-72,254.40
Check	7/2/2021	debit	PAyarc	X	-15.00	-72,269.40
Check	7/6/2021	debit	State of Ohio	X	-844.63	-73,114.03
Check	7/6/2021	debit	Food and Beverage...	X	-96.76	-73,210.79
Check	7/6/2021	debit	PAyarc	X	-0.74	-73,211.53
Check	7/8/2021	debit	Payroll	X	-16,951.44	-90,162.97
Check	7/8/2021	debit	PAyarc	X	-0.28	-90,163.25
Check	7/12/2021	debit	AES Power	X	-5,280.19	-95,443.44
Check	7/12/2021	debit	PAyarc	X	-0.26	-95,443.70
Check	7/15/2021	debit	Marsh USA	X	-3,941.00	-99,384.70
Check	7/15/2021	1087	Edward De La Garza	X	-3,000.00	-102,384.70
Check	7/15/2021	1086	Edward De La Garza	X	-830.40	-103,215.10
Check	7/19/2021	1089	Air Force One	X	-6,982.00	-110,197.10
Check	7/19/2021	1100	Professional Cleani...	X	-5,018.00	-115,215.10
Check	7/19/2021	1102	Sysco	X	-3,973.20	-119,188.30
Check	7/19/2021	1101	Roby Supply	X	-1,521.65	-120,709.95
Check	7/19/2021	1091	Aryes Staffing	X	-1,260.35	-121,970.30
Check	7/19/2021	1098	Moonlight Security I...	X	-1,057.20	-123,027.50
Check	7/19/2021	1092	Best	X	-668.88	-123,696.38
Check	7/19/2021	1099	Oregon Printing Co...	X	-619.75	-124,316.13
Check	7/19/2021	1097	LGC Associates	X	-599.58	-124,915.71
Check	7/19/2021	1096	Insight	X	-448.38	-125,364.09
Check	7/19/2021	1094	Centerpoint Energy	X	-169.41	-125,533.50
Check	7/19/2021	1093	Brinks	X	-83.24	-125,616.74
Check	7/19/2021	1095	Commerical Parts &...	X	-51.00	-125,667.74
Check	7/19/2021	1090	Aqua Falls	X	-45.82	-125,713.56
Check	7/19/2021	debit	PAyarc	X	-0.26	-125,713.82
Check	7/22/2021	debit	Payroll	X	-15,714.87	-141,428.69
Total Checks and Payments					-141,428.69	-141,428.69



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

Public Sector Statement
July 31, 2021
page 1 of 3

359681617023

43 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)

Public Transaction [REDACTED]
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY
DAYTON CC OPERATING ACCOUNT

Beginning balance 6-30-21	\$129,941.61
12 Additions	+107,127.40
56 Subtractions	-141,428.69
Ending balance 7-31-21	\$95,640.32

Additions

Deposits	Date	Serial #	Source	
	7-7		Deposit Branch 0447 Ohio	✓ \$409.15
	7-12		Payarc Tp Res Rel	✓ 725.97
	7-13		Customer Deposit <i>Ren✓</i>	✓ 6,504.75
	7-19		Payarc Tp Res Rel	✓ 5,772.48
	7-20		Customer Deposit	✓ 65,365.28
	7-21		Payarc Tp Res Rel	✓ 6,900.27
	7-26		Merchant Bankcd Deposit 498334039886	✓ 3,982.00
	7-26		Payarc Tp Res Rel	✓ 3,000.00
	7-27		Customer Deposit	✓ 7,515.00
	7-27		Customer Deposit	✓ 2,565.00
	7-27		Merchant Bankcd Deposit 498334039886	✓ 1,758.00

Transfers	Date	Serial #	Source	
	7-7		Trf Fr DL [REDACTED] 0101	\$2,629.50 ✓
Total additions				\$107,127.40

Subtractions

Paper Checks * check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
✓ 1029	7-6	\$16,687.50	✓ 1059	7-13	316.00	✓ 1063	7-13	1,153.35
✓ 1055	7-9	99.00	✓ 1060	7-26	352.24	✓ 1064	7-19	154.53
✓ 1056	7-9	85.79	✓ 1061	7-13	1,017.90	✓ 1065	7-14	97.74
✓ 1058	7-13	455.00	✓ 1062	7-15	220.49	✓ 1066	7-15	274.54

Subtractions

(con't)

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
1067	7-12	775.00	1078	7-9	368.82	1093	7-26	83.24
1068	7-12	404.63	1079	7-14	28,000.00	1094	7-28	169.41
1069	7-12	2,008.32	1080	7-9	745.29	1095	7-22	51.00
1070	7-16	300.08	1081	7-20	348.00	1096	7-23	448.38
1071	7-9	618.24	1086	7-27	830.40	1097	7-23	599.58
1072	7-12	6,162.60	1087	7-27	3,000.00	1098	7-28	1,057.20
1073	7-19	231.00	1089	7-22	6,982.00	1099	7-30	619.75
1074	7-19	9,837.25	1090	7-22	45.82	1100	7-26	5,018.00
1075	7-9	732.00	1091	7-26	1,260.35	1101	7-22	1,521.65
1076	7-9	222.30	1092	7-23	668.88	1102	7-22	3,973.20
1077	7-16	586.79						

Paper Checks Paid

\$98,583.26

Withdrawals	Date	Serial #	Location	
	7-2		Payarc Merch Fees	\$15.00 ✓
	7-6		8013Ohio-Taxosutoh Salestx	844.63 ✓
	7-6		Merchant Bankcd Deposit 498334039886	96.76 ✓
	7-6		Payarc Ppm Fees S	0.74 ✓
	7-8		Adp Wage Pay Wage Pay 653076276148A7B	12,271.35 ✓
	7-8		Adp Tax Adp Tax 70A7B 070927A01	4,680.09 ✓
	7-8		Payarc Cr CD Dep	0.28 ✓
	7-12		Aes Ohio Aes Ohio	5,280.19 ✓
	7-12		Payarc Cr CD Dep	0.26 ✓
	7-15		Marsh USA Inc Cof Debit	3,941.00 ✓
	7-19		Payarc Cr CD Dep	0.26 ✓
	7-22		Adp Wage Pay Wage Pay 935018782374A7B	11,369.54 ✓
	7-22		Adp Tax Adp Tax 70A7B 072329A01	4,345.33 ✓
Total subtractions				\$141,428.69

Fees and charges

See your Account Analysis statement for details.

1082
1083
1084 voided

DAYTON CONVENTION CENTER

Check run 7/2/21

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>INVOICE #</u>	
A-1 Able Pest Doctors	Monthly service	99.00	620935	✓1055
ADP	background checks	58.99	2848873-06-2021	✓1056
ADP	back ground check on Jennifer Lukacs	26.80	1241059-05-2021	✓1056
Aryes Staffing	set up for Turn it up Dance event	254.80	11098	✓1058
Aryes Staffing	changeover labor for Julie Palmer event	200.20	11112	✓1058
Best	Security for Hardrock MMA event	316.00	676319	✓1059
Brinks	May armored car service	114.86	11593292	✓1060
Brinks	June armored car service	237.38	11594418	✓1060
C-3 Group	May website hosting	603.95	6024	✓1061
C-3 Group	June website hosting	128.95	6064	✓1061
C-3 Group	additional web support	285.00	6068	✓1061
CenterPoint Energy	Gas for period 5/1/21 - 6/1/21	220.49		✓1062
Constellation	gas for period April & May	1,153.35	3219550	✓1063
Dave Montgomery	reimbursement for purchase of Fans for an event	154.53		✓1064
Digital Fringe Inc	concessions menus	97.74	67193	✓1065
Express Employment	F&B labor for MMA event	274.54	25638900	✓1066
HarborLink	June remote monitoring & phone support	525.00	057262-5681	✓1067
HarborLink	Internet for MMA event	250.00	057262-5682	✓1067
Insight	Hardware service agreement	142.71	919456646	✓1068
Insight	Lenovo Premier extended service agreement	261.92	919476024	✓1068
Kelli Donahoe	media posts, office supplies and meals	943.72		✓1069
Kelli Donahoe	signage, office supplies, beverages for MMA, Fedex and r	1,064.60		✓1069
Markey's	A/V for AAU Gymnastics event	31.92	14200004228	✓1070
Markey's	A/V for Julie Palmer event	268.16	14200004252	✓1070
Mark Ceccio	Food for MCCFA's Board Meeting	618.24		✓1071
Moonlight Security	security services 6/3-9 and NPC event	1,625.45	8814	✓1072
Moonlight Security	security services for 5/27-6/2	1,585.80	8790	✓1072
Moonlight Security	security services 6/10-16 and Vicky Jo Dance event	1,594.61	8844	✓1072
Moonlight Security	security services for 6/17 - 6/23	1,356.74	8866	✓1072
Concentra	drug screening on new employees	154.00	903504250	✓1073
Concentra	drug screening on new employee	77.00	903523111	✓1073
Professional Cleaning Services	Janitorial cleaning week ending 5/30 & 6/6 and for NPC J	4,758.75	735	✓1074
Professional Cleaning Services	Janitorial cleaning week ending 6/13 & 6/20 and for Vick	5,078.50	740	✓1074
Progressive Printers	window decals	260.00	58270	✓1075
Progressive Printers	ASM Global Banners	472.00	58261	✓1075
Roby Supply	Toliet tissue	222.30	20396	✓1076
Rumpke	Trash removal	586.79	3421533 & 3421534	✓1077
Shiver Security Systems	Burglar & Fire alarm services for 7/1/21 - 9/30/21	368.82	733884	✓1078
ASM Global	management fees for April, May and June	28,000.00	122622	✓1079
Stafftech	set up labor for AAU event	745.29	1399	✓1080
The Plant Trolley	July lease of plants & containers	348.00	51082	✓1081

Check Run Total

\$ 55,566.90

DAYTON CONVENTION CENTER

Check run 7/15/21

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>W-9</u>
Bruce Donato	Reimbursement of Airfare and per diem	685.40	received 1084
Bruce Donato	F&B Services for Wright Dialogue event	1,800.00	received 1085
Edward De La Garza	Reimbursement of Airfare and per diem	830.40	received 1086
Edward De La Garza	F&B Services for Wright Dialogue event	3,000.00	received 1087

Check Run Total

\$ 6,315.80

DAYTON CONVENTION CENTER
Check run 7/19/21

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>INVOICE #</u>	
Air Force One	HVAC June billing	6,982.00	C10548	✓1089
Aqua Falls	water for office	45.82	277920	✓1090
Aryes Staffing	Set up labor for Beyond the Stars AAU	509.60	11033	✓1091
Aryes Staffing	Set up labor for VIP Dance	750.75	11051	✓1091
Best	Security for NPC Julie Palmer event & for period 6/26 -7/2	668.88	678318	✓1092
Brinks	June armored car service	83.24	4133607	✓1093
CenterPoint Energy	Gas for period 6/1/21 - 7/1/21	169.41		✓1094
Commerical Parts & Service	Kitchen repair	51.00	INV292873	✓1095
Insight	Team License Sub 6/21 - 3/22	448.38	919578626	✓1096
LGC Associates	temp F&B workers for MMA event	264.78	64002620	✓1097
LGC Associates	temp F&B workers for MMA event	334.80	6400261	✓1097
Moonlight Security	security services 6/24-30 and MMA event	1,057.20	8894	✓1098
Oregon Printing Communications	Business cards & name badges	366.71	70109	✓1099
Oregon Printing Communications	Envelopes window and regular	253.04	70225	✓1099
Professional Cleaning Services	Janitorial cleaning week ending 6/27 & 7/4 and for MMA event	5,018.00	745	✓1100
Roby Supply	Janitorial supplies	355.15	19815	✓1101
Roby Supply	Janitorial supplies	1,166.50	19886	✓1101
Sysco	F&B for MMA event	3,812.42	219823856	✓1102
Sysco	F&B supplies	138.37	219781685	✓1102
Sysco	F&B supplies	22.41	219777643	✓1102
Check Run Total		\$ 22,498.46		

10:37 AM

08/12/21

Montgomery County Convention Facilities Authority
Reconciliation Summary
Key Bank Operating, Period Ending 07/31/2021

	<u>Jul 31, 21</u>
Beginning Balance	823,066.17
Cleared Transactions	
Checks and Payments - 39 items	-263,488.37
Deposits and Credits - 15 items	397,742.15
Total Cleared Transactions	<u>134,253.78</u>
Cleared Balance	<u><u>957,319.95</u></u>
Uncleared Transactions	
Checks and Payments - 8 items	-20,374.15
Total Uncleared Transactions	<u>-20,374.15</u>
Register Balance as of 07/31/2021	<u><u>936,945.80</u></u>
Ending Balance	936,945.80

10:37 AM

08/12/21

Montgomery County Convention Facilities Authority

Reconciliation Detail

Key Bank Operating, Period Ending 07/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						823,066.17
Cleared Transactions						
Checks and Payments - 39 items						
Check	6/16/2021	1086	Kelly Smith	X	-76.04	-76.04
Check	7/1/2021	1111	Elements IV Interiors	X	-49,728.00	-49,804.04
Check	7/1/2021	1106	Air Force One	X	-38,232.11	-88,036.15
Check	7/1/2021	1110	Oracle Elevator	X	-24,938.00	-112,974.15
Check	7/1/2021	1105	Maxim Roofing	X	-24,500.00	-137,474.15
Check	7/1/2021	debit	Cincinnati Insurance	X	-21,260.00	-158,734.15
Check	7/1/2021	1095	Southtown Mechanical	X	-11,722.77	-170,456.92
Check	7/1/2021	1102	The Painting Contra...	X	-5,650.00	-176,106.92
Check	7/1/2021	1107	Bricker and Eckler	X	-5,255.06	-181,361.98
Check	7/1/2021	1112	Montgomery County	X	-5,242.02	-186,604.00
Check	7/1/2021	1096	NCR Corporation	X	-3,733.17	-190,337.17
Check	7/1/2021	1109	Ohio PERS	X	-3,092.30	-193,429.47
Check	7/1/2021	1099	Peck Heating AC & ...	X	-3,090.00	-196,519.47
Check	7/1/2021	1097	Modern Office Meth...	X	-2,790.00	-199,309.47
Check	7/1/2021	1098	Miami Industrial Tru...	X	-2,437.40	-201,746.87
Check	7/1/2021	1113	Fraunfelder Account...	X	-2,000.00	-203,746.87
Check	7/1/2021	1094	Commerical Parts &...	X	-1,910.17	-205,657.04
Check	7/1/2021	1103	LWC Incorporated	X	-1,727.20	-207,384.24
Check	7/1/2021	1093	Modern Entrance S...	X	-678.00	-208,062.24
Check	7/1/2021	1104	Jerry Mays Locksmi...	X	-266.00	-208,328.24
Check	7/1/2021	1108	SMG - DCC	X	-176.00	-208,504.24
Check	7/1/2021	1101	Grainger	X	-148.94	-208,653.18
Check	7/1/2021	1100	Digital Fringe	X	-104.60	-208,757.78
Transfer	7/7/2021			X	-2,629.50	-211,387.28
Check	7/7/2021	debit	ACCE	X	-262.09	-211,649.37
Check	7/9/2021	7-9-21	Payroll	X	-5,465.08	-217,114.45
Check	7/12/2021	1118	Maxim Roofing	X	-9,795.00	-226,909.45
Check	7/12/2021	1115	Conventional Wisdom	X	-8,111.65	-235,021.10
Check	7/12/2021	1116	CBTS	X	-1,358.87	-236,379.97
Check	7/12/2021	1114	CBD Advisors	X	-1,000.00	-237,379.97
Check	7/12/2021	1117	The Garland Co.	X	-1,000.00	-238,379.97
Check	7/12/2021	debit	Ohio Deferred Comp	X	-400.00	-238,779.97
Check	7/13/2021			X	-481.19	-239,261.16
Check	7/23/2021	7-23-21	Payroll	X	-5,158.37	-244,419.53
Check	7/26/2021	debit	Ohio Deferred Comp	X	-400.00	-244,819.53
Check	7/27/2021	1127	The Painting Contra...	X	-10,500.00	-255,319.53
Check	7/27/2021	debit	CFA - 026 Dayton F...	X	-7,858.50	-263,178.03
Check	7/29/2021	debit	ACCE	X	-262.09	-263,440.12
Check	7/30/2021	debit	Forte	X	-48.25	-263,488.37
Total Checks and Payments					-263,488.37	-263,488.37
Deposits and Credits - 15 items						
Deposit	7/1/2021			X	4,699.86	4,699.86
Deposit	7/6/2021			X	4,049.21	8,749.07
Deposit	7/6/2021			X	71,261.93	80,011.00
Deposit	7/8/2021			X	11,829.81	91,840.81
Deposit	7/9/2021			X	79,524.34	171,365.15
Deposit	7/12/2021			X	21,257.42	192,622.57
Deposit	7/16/2021			X	20,742.00	213,364.57
Deposit	7/19/2021			X	29,393.28	242,757.85
Deposit	7/20/2021			X	6,265.41	249,023.26
Deposit	7/21/2021			X	21,728.62	270,751.88
Deposit	7/22/2021			X	15,906.51	286,658.39
Deposit	7/23/2021			X	6,967.49	293,625.88
Deposit	7/28/2021			X	4,242.47	297,868.35
Deposit	7/29/2021			X	91,231.94	389,100.29
Deposit	7/30/2021			X	8,641.86	397,742.15
Total Deposits and Credits					397,742.15	397,742.15
Total Cleared Transactions					134,253.78	134,253.78
Cleared Balance					134,253.78	957,319.95



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

Public Sector Statement
July 31, 2021
page 1 of 3

359681593729

28 T 908 00000 R EM T1
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY
ONE CHAMBER PLAZA
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Questions or comments?
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1-888-KEY4BIZ (1-888-539-4249)

Public Transaction [REDACTED]
MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY

Beginning balance 6-30-21	\$823,066.17
16 Additions	+397,742.15
42 Subtractions	-263,007.18
Net fees and charges	-481.19
Ending balance 7-31-21	\$957,319.95

Additions

Deposits	Date	Serial #	Source	
	7-1		Forte 271859	\$4,444.45
	7-2		Forte 271859	255.41
	7-6		Forte 271859	4,049.21
	7-7		Deposit Branch 0447 Ohio	71,261.93
	7-8		Forte 271859	11,829.81
	7-9		Cityofdayton5323Cash Disb Quarterly Lodging Tax	79,524.34
	7-13		Customer Deposit	21,257.42
	7-16		Forte 271859	20,742.00
	7-19		Deposit Branch 0448 Ohio	29,393.28
	7-20		Forte 271859	6,265.41
	7-21		Forte 271859	21,728.62
	7-22		Forte 271859	15,906.51
	7-23		Forte 271859	6,967.49
	7-28		Forte 271859	4,242.47
	7-29		Deposit Branch 0656 Ohio	91,231.94
	7-30		Forte 271859	8,641.86
Total additions				\$397,742.15

Subtractions

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
1086	7-6	\$76.04	1093	7-6	678.00	1094	7-6	1,910.17

MCCFA Budget versus Actual - YTD 2021 through July*

		Revised Budget 2021	Jan-July* Actual 2021	Variance 2021
Revenues				
	City of Dayton Hotel Tax Contribution (1)	231,456	79,524	(151,932)
	MCCFA Lodging Tax 3% (2)	1,227,859	830,684	(397,175)
	Food and Beverage	524,850	33,850	(491,000)
	Direct Costs	(220,437)	(22,859)	197,578
	Pepsi Contributions	333	2,629	2,296
	Pepsi Support Funds	15,000	15,000	-
	Audio Visual	91,205	-	(91,205)
	Direct Costs		(1,643)	(1,643)
	Events/Rental Income*	161,695	156,141	(5,554)
	Direct Costs	(27,080)	-	27,080
	DCC Leases	70,389	29,968	(40,421)
	Management Company Donation	500,000	500,000	-
	Other	62,492	2	(62,490)
Total Revenues		2,637,762	1,623,296	(1,014,466)
Expenses				
	Salary includes Assistant to ED	192,000	98,524	93,476
	Retirement	41,300	19,892	21,408
	Medicare	2,784	1,200	1,584
	Other Benefits	6,336	1,221	5,115
	Office Related			-
	Laptop	3,500	2,386	1,114
	Supplies/COVID	13,000	4,931	8,069
	Dues	10,000	619	9,381
	Conferences and travel	10,000	1,214	8,786
	Furniture		60,062	(60,062)
	Website	5,000	2,500	2,500
	Misc Convention Center items		4,272	(4,272)
	Professional Services			-
	Legal	90,000	55,259	34,741
	Accounting	25,000	10,675	14,325
	Hotel Tax Collection Expenses	15,640	15,182	458
	Promotional Services/Advertising	25,000	-	25,000
	Payroll and Bank Fees	5,000	2,768	2,232
	Architectural Design		26,284	(26,284)
	Other - CBD Advisors		3,000	(3,000)
	Other- Energy Audit/Plants		1,600	(1,600)
	Other - AV Services	5,000	2,411	2,589
	Other - Facility Cleaning	5,000	3,968	1,032
	Other - VM/Bev Selection assistance		8,859	(8,859)
	Insurance			-
	Directors and Officials	2,800		2,800
	General Liability	85,275	42,521	42,754
	Bonds	1,500		1,500
	Additional coverages	3,000		3,000
	Convention Center Operation*			
	CFA Expenses DM/Repairs		412,313	(412,313)
	ASM Costs: Wages and Benefits	573,495	69,207	504,288
	Total Budget Utilities	23,380	36,097	(12,717)
	\$1,259,821 Repairs and Maintenance	106,444	36,748	69,696
	YTD Expenses Contracted Services	104,700	61,377	43,323
	\$311,004 Other	302,680	79,575	223,105
	ASM VM Food/Beverage	68,582		68,582
	ASM VM Base	80,000	28,000	52,000
	City of Dayton Debt			-
	Energy Conservation QCB			-
	Principal	120,000		120,000
	Interest	30,627		30,627
	Special Assessment	65,000		65,000
	Contingency	50,000		50,000
Total Expenses		2,072,043	1,092,665	979,378
Net Change		565,719	530,631	(35,088)

* The information for the convention center includes payments and deposits from the bank statements as the ASM financials aren't available for July.



FINANCIAL STATEMENTS

JULY 31, 2021

Date Distributed: August 24, 2021



Distribution:

MCCFA:

Pam Plageman

Sean Fraunfelter

ASM Global:

John Page

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**DAYTON CONVENTION CENTER
FINANCIAL STATEMENT HIGHLIGHTS
FOR MONTH ENDED JULY 31, 2021**

	<u>MONTH ACTUAL</u>	<u>MONTH BUDGET</u>	<u>VARIANCE</u>
Attendance	7,132	2,900	4,232
Event Days	9	15	(6)
Direct Event Income	15,916	29,625	(13,709)
Ancillary Income	72,796	63,326	9,470
Total Event Income	<u>88,712</u>	<u>92,951</u>	<u>(4,239)</u>
Other Operating Income	6,599	6,547	52
Operating Expenses	<u>107,928</u>	<u>154,799</u>	<u>46,871</u>
Net Income	<u>(12,617)</u>	<u>(55,301)</u>	<u>42,684</u>

COMMENTS:

EVENT INCOME:

Event Income under budget by \$4,239 due to the following:

<u>Consumer Shows: (\$1,334 over budget)</u>	
Gem City Comic Con - increase in concessions revenue	1,334
<u>Conventions: (\$30,082 over budget)</u>	
Wright Dialogue - catering income exceeded budget projections	30,082
<u>Meetings: (\$28,267 under budget)</u>	
CVB June meeting	233
Did not meet short-term budget projections	(28,034)
<u>Sporting Events: (\$7,500 under budget)</u>	
<u>Events not included in the Budget</u>	
Legacy Boomers Drill Team	8,364
IRS Drill Team	4,936
Under budget in short-term projections	(5,800)
<u>In-House Meetings: (\$112 over budget)</u>	
Year to date adjustment, removing purchase of water for administrative office to F&B operating expense	112

OTHER OPERATING INCOME

Other Income over budget by \$52 due to the following:

ATM commission	53
----------------	----

OPERATING EXPENSE

Indirect Expense under budget by \$46,871 due to the following:

Net Salaries & Wages are under budget due to open positions	10,347
Contracted Services was under budget in Security Services	4,442
Operations expense is over budget due to rental of radios and landscaping service	(2,455)
Savings in M&R,Operational Supplies, F&B Expense and General & Administrative	10,867
General Liability Insurance is less than budget projections	1,401
Utilities reflect savings in electric, gas and water	22,269

EVENT CATEGORY	ATTENDANCE		Event Days		EVENT INCOME	
	ACT	BUD	ACT	BUD	ACT	BUD
Banquets						
Consumer/Public Shows	4,563	500	4	3	16,459	15,125
Conventions	652	300	3	4	58,608	28,526
Meetings	16	500	1	4	233	28,500
Sporting Events	1,917	1,600	2	4	13,300	20,800
Trade Shows						
Other						
In-House Meetings					112	
TOTALS	7,148	2,900	10	15	88,712	92,951

**DAYTON CONVENTION CENTER
FINANCIAL STATEMENT HIGHLIGHTS
YTD JULY 2021**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
Attendance	12,303	7,450	4,853
Event Days	20	30	(10)
Direct Event Income	36,116	63,465	(27,349)
Ancillary Income	65,458	77,563	(12,105)
Total Event Income	<u>101,574</u>	<u>141,028</u>	<u>(39,454)</u>
Other Operating Income	30,088	30,094	(6)
Operating Expenses	<u>358,798</u>	<u>477,648</u>	<u>118,850</u>
Net Income	<u>(227,136)</u>	<u>(306,526)</u>	<u>79,390</u>

COMMENTS:

EVENT INCOME:

Direct Event Income under budget by \$27,349

Reduction in Rental Income	(18,300)
Increase in Service Expense	(9,049)

Ancillary Income under budget by \$12,105

Differences in Ancillary Income compared to budget:

* Net Concessions	(16,791)
* Net Catering	25,697
* Novelties	410
* Cleaning	720
* Electrical	(3,130)
* Audio Visual	(12,750)
* Internet Services	(1,150)
* Equipment Rental	(5,111)

OTHER INCOME

Other Operating Income under budget by \$6

Advertising budget includes Pepsi conversion fee, received funds in July	(84)
ATM commission	79

OPERATING EXPENSES

Operating Expense under budget by \$118,850

Net Salaries & Wages are under budget due to open positions	76,099
Contracted Cleaning is over budget due to reopening the facility	(8,236)
Operations expense is over budget due to forklift & radio rental and landscaping service	(8,983)
Savings in M&R, Operational Supplies, F&B Expense and General & Administrative	15,843
General Liability insurance is less than budget projections	1,401
Utilities reflect savings in electric, gas and water	50,726
ASM Management fee includes April expense that was not included in the budget	(8,000)

EVENT CATEGORY	ATTENDANCE		Event Days		EVENT INCOME	
	ACT	BUD	ACT	BUD	ACT	BUD
Banquets						
Consumer/Public Shows	4,563	500	4	3	16,459	15,125
Conventions	652	300	3	4	58,608	28,526
Meetings	16	500	1	4	233	28,500
Sporting Events	7,088	6,150	13	19	26,274	68,877
Trade Shows						
Other						
In-House Meetings						
TOTALS	12,319	7,450	21	30	101,574	141,028

Dayton Convention Center
Income Statement
For the Seven Months Ending July 31, 2021

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$16,825	\$29,625	(\$12,800)	\$0	\$45,165	\$63,465	(\$18,300)	\$0
Service Revenue	6,213	4,600	1,613	0	14,212	12,943	1,269	0
Service Expenses	(7,122)	(4,600)	(2,522)	0	(23,261)	(12,943)	(10,318)	0
Total Direct Event Income	15,916	29,625	(13,709)	0	36,116	63,465	(27,349)	0
Ancillary Income								
F&B Concession	11,124	10,150	974	0	986	17,777	(16,791)	0
F&B Catering	58,328	33,176	25,152	0	58,873	33,176	25,697	0
Novelty Sales	110	0	110	0	410	0	410	0
Booth Cleaning	720	0	720	0	720	0	720	0
Electrical Services	65	4,150	(4,085)	0	1,170	4,300	(3,130)	0
Audio Visual	2,449	12,500	(10,051)	0	2,750	15,500	(12,750)	0
Internet Services	0	1,350	(1,350)	0	200	1,350	(1,150)	0
Equipment Rental	0	2,000	(2,000)	0	349	5,460	(5,111)	0
Total Ancillary Income	72,796	63,326	9,470	0	65,458	77,563	(12,105)	0
Other Event Income								
Total Event Income	88,712	92,951	(4,239)	0	101,575	141,028	(39,453)	0
Other Operating Income								
Advertising	42	42	0	0	42	126	(84)	0
Retail Shop	6,505	6,505	0	0	29,968	29,968	0	0
Other Income	53	0	53	0	79	0	79	0
Total Other Operating Income	6,599	6,547	52	0	30,088	30,094	(6)	0
Adjusted Gross Income	95,311	99,498	(4,187)	0	131,663	171,122	(39,459)	0
Operating Expenses								
Salaries and Wages	44,826	50,416	(5,590)	0	114,959	160,832	(45,873)	0
Payroll Taxes and Benefits	11,667	16,425	(4,758)	0	20,577	50,803	(30,226)	0
Net Salaries and Benefits	56,494	66,841	(10,347)	0	135,536	211,635	(76,099)	0
Contracted Services	6,783	11,225	(4,442)	0	56,811	48,575	8,236	0
General and Administrative	5,135	6,492	(1,357)	0	12,402	12,673	(271)	0
Operations	3,205	750	2,455	0	11,233	2,250	8,983	0
Food & Beverage Expense	5,621	8,931	(3,310)	0	8,999	11,457	(2,458)	0
Repair and Maintenance	10,902	12,433	(1,531)	0	39,300	44,281	(4,981)	0
Operational Supplies	894	5,562	(4,668)	0	8,554	16,686	(8,132)	0
Insurance	2,759	4,160	(1,401)	0	6,919	8,320	(1,401)	0
Utilities	6,136	28,405	(22,269)	0	41,045	91,771	(50,726)	0
ASM Management Fees	10,000	10,000	0	0	38,000	30,000	8,000	0
Total Operating Expenses	107,928	154,799	(46,871)	0	358,798	477,648	(118,850)	0
Net Income(Loss) From Operations	(12,617)	(55,301)	42,684	0	(227,135)	(306,526)	79,391	0
Other Expenses								
Net Income (Loss)	(12,617)	(55,301)	42,684	0	(227,135)	(306,526)	79,391	0

Dayton Convention Center
Food & Beverage Income Statement
For the Seven Months Ending July 31, 2021

	Current MTD Actual		Current MTD Budget		Budget-Actual Variance	Current MTD Prior Year		Actual-Prior Yr Variance
Revenue								
Concessions	\$17,463.26	20.98%	\$17,500.00	23.43%	\$36.74	\$0.00	0.00%	(\$17,463.26)
Catering	65,775.15	79.02%	57,200.00	76.57%	(8,575.15)	0.00	0.00%	(65,775.15)
Total Gross Revenue	83,238.41	100.00%	74,700.00	100.00%	(8,538.41)	0.00	0.00%	(83,238.41)
Cost of Goods Sold								
Concessions	3,033.64	17.37%	7,350.00	42.00%	(4,316.36)	0.00	0.00%	3,033.64
Catering	8,801.29	13.38%	24,024.00	42.00%	(15,222.71)	0.00	0.00%	8,801.29
Total Cost of Good Sold	11,834.93	14.22%	31,374.00	42.00%	(19,539.07)	0.00	0.00%	11,834.93
Direct Cost								
Concessions	3,305.70	18.93%	0.00	0.00%	3,305.70	0.00	0.00%	3,305.70
Catering	12,337.14	18.76%	0.00	0.00%	12,337.14	0.00	0.00%	12,337.14
Service Charge	(13,691.37)	0.00%	0.00	0.00%	(13,691.37)	0.00	0.00%	(13,691.37)
Total Direct Cost	1,951.47	2.34%	0.00	0.00%	1,951.47	0.00	0.00%	1,951.47
Gross Profit From Operations	69,452.01	83.44%	43,326.00	58.00%	26,126.01	0.00	0.00%	69,452.01
Gross Profit	69,452.01	83.44%	43,326.00	58.00%	26,126.01	0.00	0.00%	69,452.01
Operating Expenses								
Employee Salaries and Wages	9,055.09	10.88%	7,500.00	10.04%	1,555.09	0.00	0.00%	9,055.09
Benefits	1,531.95	1.84%	2,244.00	3.00%	(712.05)	0.00	0.00%	1,531.95
Net Employee Wages and Benefits	10,587.04	12.72%	9,744.00	13.04%	843.04	0.00	0.00%	10,587.04
Operating Supplies - F&B	411.12	0.49%	0.00	0.00%	411.12	0.00	0.00%	411.12
Cleaning Supplies - F&B	41.68	0.05%	0.00	0.00%	41.68	0.00	0.00%	41.68
Incentive Fees - F&B	3,877.19	4.66%	2,988.00	4.00%	889.19	0.00	0.00%	3,877.19
Laundry & Linen - F&B	573.82	0.69%	0.00	0.00%	573.82	0.00	0.00%	573.82
Repairs & Maintenance - F&B	717.07	0.86%	0.00	0.00%	717.07	0.00	0.00%	717.07
Total Operating Expenses	16,207.92	19.47%	12,732.00	17.04%	3,475.92	0.00	0.00%	16,207.92
Net Income (Loss) From Operations	53,244.09	63.97%	30,594.00	40.96%	22,650.09	0.00	0.00%	53,244.09
EBITDA	53,244.09	63.97%	30,594.00	40.96%	22,650.09	0.00	0.00%	53,244.09
EBIT	53,244.09	63.97%	30,594.00	40.96%	22,650.09	0.00	0.00%	53,244.09

Dayton Convention Center
Food & Beverage Income Statement
For the Seven Months Ending July 31, 2021

	Current YTD Actual		Current YTD Budget		Budget-Actual Variance	Current YTD Prior Year		Actual-PriorYTD Variance
Revenue								
Concessions	\$26,677.56	28.52%	\$30,650.00	34.89%	\$3,972.44	\$0.00	0.00%	(\$26,677.56)
Catering	66,860.64	71.48%	57,200.00	65.11%	(9,660.64)	0.00	0.00%	(66,860.64)
Total Gross Revenue	93,538.20	100.00%	87,850.00	100.00%	(5,688.20)	0.00	0.00%	(93,538.20)
Cost of Goods Sold								
Concessions	19,966.92	74.85%	12,873.00	42.00%	7,093.92	0.00	0.00%	19,966.92
Catering	9,341.80	13.97%	24,024.00	42.00%	(14,682.20)	0.00	0.00%	9,341.80
Total Cost of Good Sold	29,308.72	31.33%	36,897.00	42.00%	(7,588.28)	0.00	0.00%	29,308.72
Direct Cost								
Concessions	5,724.50	21.46%	0.00	0.00%	5,724.50	0.00	0.00%	5,724.50
Catering	12,337.14	18.45%	0.00	0.00%	12,337.14	0.00	0.00%	12,337.14
Service Charge	(13,691.37)	0.00%	0.00	0.00%	(13,691.37)	0.00	0.00%	(13,691.37)
Total Direct Cost	4,370.27	4.67%	0.00	0.00%	4,370.27	0.00	0.00%	4,370.27
Gross Profit From Operations	59,859.21	63.99%	50,953.00	58.00%	8,906.21	0.00	0.00%	59,859.21
Gross Profit	59,859.21	63.99%	50,953.00	58.00%	8,906.21	0.00	0.00%	59,859.21
Operating Expenses								
Employee Salaries and Wages	26,066.10	27.87%	26,250.00	29.88%	(183.90)	0.00	0.00%	26,066.10
Benefits	3,681.14	3.94%	7,330.00	8.34%	(3,648.86)	0.00	0.00%	3,681.14
Net Employee Wages and Benefits	29,747.24	31.80%	33,580.00	38.22%	(3,832.76)	0.00	0.00%	29,747.24
Operating Supplies - F&B	2,022.64	2.16%	0.00	0.00%	2,022.64	0.00	0.00%	2,022.64
Cleaning Supplies - F&B	330.15	0.35%	0.00	0.00%	330.15	0.00	0.00%	330.15
Incentive Fees - F&B	4,285.73	4.58%	3,514.00	4.00%	771.73	0.00	0.00%	4,285.73
Laundry & Linen - F&B	573.82	0.61%	0.00	0.00%	573.82	0.00	0.00%	573.82
Repairs & Maintenance - F&B	1,389.57	1.49%	0.00	0.00%	1,389.57	0.00	0.00%	1,389.57
Uniforms - F&B	396.68	0.42%	0.00	0.00%	396.68	0.00	0.00%	396.68
Total Operating Expenses	38,745.83	41.42%	37,094.00	42.22%	1,651.83	0.00	0.00%	38,745.83
Net Income (Loss) From Operations	21,113.38	22.57%	13,859.00	15.78%	7,254.38	0.00	0.00%	21,113.38
EBITDA	21,113.38	22.57%	13,859.00	15.78%	7,254.38	0.00	0.00%	21,113.38
EBIT	21,113.38	22.57%	13,859.00	15.78%	7,254.38	0.00	0.00%	21,113.38

Dayton Convention Center
Balance Sheet
For the Seven Months Ending July 31, 2021

ASSETS

Current Assets	
Cash	70,403
Account Receivable	47,721
Prepaid Expenses	26,472
Inventory	16,968
Total Current Assets	161,564
Total Assets	161,564

LIABILITIES AND EQUITY

Current Liabilities	
Accounts Payable	150,446
Accrued Expenses	11,484
Deferred Income	2,458
Advanced Ticket Sales & Deposits	49,060
Total Current Liabilities	213,449
Other Liabilities	
Equity	
CY Funds Received From Authority	175,251
Current Year Equity	(227,135)
Total Equity	(51,884)
Total Liabilities and Equity	161,564

**Dayton Convention Center
Balance Sheet Detail
For the Seven Months Ending July 31, 2021**

ASSETS

Cash and Investments	
Cash - Operating	\$65,403
Petty Cash - Finance	500
Change Fund - Food & Beverage	4,500
Total Cash and Investments	<u>70,403</u>
Accounts Receivable	
A/R	47,721
Total Accounts Receivable	<u>47,721</u>
Prepaid Expenses	
Prepaid Insurance	1,182
Prepaid Miscellaneous Expenses	25,290
Total Prepaid Expenses	<u>26,472</u>
Inventory	
Inventory Concessions Food	5,720
Inventory Concessions Beverage	2,502
Inventory Catering Food	7,382
Inventory Catering Beverage	1,364
Total Inventory	<u>16,968</u>
Total Assets	<u>\$161,564</u>

Dayton Convention Center
Balance Sheet Detail
For the Seven Months Ending July 31, 2021

LIABILITIES

Accounts Payable	
A/P Control	113,068
A/P-State Sales Tax	1,543
A/P-Other	31,567
A/P-SIT Tax Withholding	2,256
A/P-LIT Tax Withholding	2,012
Total Accounts Payable	<u>150,446</u>
Accrued Expenses	
Accrued Payroll	5,548
Accrued Vacation	4,027
Accrued 401(k)	938
Accrued Workers Compensation	971
Total Accrued Expenses	<u>11,484</u>
Deferred Income	
Deferred Advertising Contracts	2,458
Total Deferred Income	<u>2,458</u>
Advanced Deposits and Ticket Sales	
Advance Deposits Conventions	49,060
Total Advanced Deposits and Ticket Sales	<u>49,060</u>
Equity	
CY Funds Received From Authority	175,251
Current Year Equity	(227,135)
Total Equity	<u>(51,884)</u>
Total Liabilities and Equity	<u>\$161,564</u>

Dayton Convention Center
Statement of Cash Flows
For the Seven Months Ending July 31, 2021

	<u>July</u>	<u>Year to Date</u>
Cash Flow from Operations		
Excess of Operating Expense Before Operating Funding	(12,617)	(227,135)
Adjustments to Reconcile Excess of Operating expenses		
Before Operating Funding To Net Cash Provided By		
(Used In) Operating Activities		
Provision For Bad Debt	0	0
Changes in Operating Assets And Liabilities		
Accounts Receivable	(25,959)	(47,721)
Prepaid Expenses	(10,391)	(26,472)
Other Assets	0	0
Account Payable & Accrued Expenses	87,427	161,930
Deferred Income	2,458	2,458
Advance Deposits & Ticket Sales	(9,797)	49,060
Net Cash (Used In) Provided by Operating Activities	<u>43,738</u>	<u>139,256</u>
Cash Flows From Financing Activities		
Funding From The Authority	(100)	175,251
Equipment & Improvement Purchases to Be Funded By	0	0
The Authority		
Net Cash (Used In) Provided by Financing Activities	<u>(100)</u>	<u>175,251</u>
Net Increase/(Decrease) in Cash & Cash Equivalents	<u>14,053</u>	<u>70,403</u>
Cash & Cash Equivalents - Beginning of Period	<u>56,350</u>	<u>0</u>
Cash & Cash Equivalents - End of Period	<u><u>70,403</u></u>	<u><u>70,403</u></u>

**Dayton Convention Center
Event Income Statement
For the Seven Months Ending July 31, 2021
All Event Categories**

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance-Actual/DropCnt. Event Days	7,148 10	2,900 15	4,248 -5		7,148 10	12,319 21	7,450 30	4,869 -9		12,319 21
Direct Event Income										
Rental Income	16,825	29,625	(12,800)		16,825	45,165	63,465	(18,300)		45,165
Service Revenue	6,213	4,600	1,613		6,213	14,212	12,943	1,269		14,212
Service Expenses	(7,122)	(4,600)	(2,522)		(7,122)	(23,261)	(12,943)	(10,318)		(23,261)
Total Direct Event Income	15,916	29,625	(13,709)		15,916	36,116	63,465	(27,349)		36,116
Ancillary Income										
F&B Concession	11,124	10,150	974		11,124	986	17,777	(16,791)		986
F&B Catering	58,328	33,176	25,152		58,328	58,873	33,176	25,697		58,873
Novelty Sales	110		110		110	410		410		410
Booth Cleaning	720		720		720	720		720		720
Electrical Services	65	4,150	(4,085)		65	1,170	4,300	(3,130)		1,170
Audio Visual	2,449	12,500	(10,051)		2,449	2,750	15,500	(12,750)		2,750
Internet Services		1,350	(1,350)			200	1,350	(1,150)		200
Equipment Rental		2,000	(2,000)			349	5,460	(5,111)		349
Total Ancillary Income	72,796	63,326	9,470		72,796	65,458	77,563	(12,105)		65,458
Other Event Income										
Total Event Income	88,712	92,951	(4,239)		88,712	101,575	141,028	(39,453)		101,575

**Dayton Convention Center
Event Income Statement
For the Seven Months Ending July 31, 2021
Consumer/Public Shows**

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance-Actual/DropCnt. Event Days	4,563 4	500 3	4,063 1		4,563 4	4,563 4	500 3	4,063 1		4,563 4
Direct Event Income										
Rental Income	9,625	9,625			9,625	9,625	9,625			9,625
Service Revenue	2,672	1,950	722		2,672	2,672	1,950	722		2,672
Service Expenses	(1,832)	(1,950)	118		(1,832)	(1,832)	(1,950)	118		(1,832)
Total Direct Event Income	10,465	9,625	840		10,465	10,465	9,625	840		10,465
Ancillary Income										
F&B Concession	5,994	4,350	1,644		5,994	5,994	4,350	1,644		5,994
Electrical Services		650	(650)				650	(650)		
Audio Visual		500	(500)				500	(500)		
Total Ancillary Income	5,994	5,500	494		5,994	5,994	5,500	494		5,994
Other Event Income										
Total Event Income	16,459	15,125	1,334		16,459	16,459	15,125	1,334		16,459

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Consumer/Public Shows

00003 Gem City Comic Con

Start Date: 7/23/21

End Date: 7/25/21

Current Month Project To Date

Actual Budget Variance

Statistical Data

Attendance-Actual/DropCnt.	4,563.00	500.00	4,063.00
Event Days	4.00	3.00	1.00

Direct Event Income

Rental Income

Rent Exhibit Hall	9,625.00	9,625.00	0.00
Total Rental Income	<u>9,625.00</u>	<u>9,625.00</u>	<u>0.00</u>

Service Income

Security

Security Billed	1,813.95	1,950.00	-136.05
Contract Security Expense	-888.76	-1,950.00	1,061.24
Total Security	<u>925.19</u>	<u>0.00</u>	<u>925.19</u>

Taxes

Taxes Billed	857.72	0.00	857.72
Local Taxes	-857.72	0.00	-857.72
Total Taxes	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Other Production

Other Production Expense	-85.06	0.00	-85.06
Total Other Production	<u>-85.06</u>	<u>0.00</u>	<u>-85.06</u>
Total Service Income	<u>840.13</u>	<u>0.00</u>	<u>840.13</u>

Total Direct Event Income

	<u>10,465.13</u>	<u>9,625.00</u>	<u>840.13</u>
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Ancillary Income

Other Event Income

Food & Beverage Concession

Concessions Food Sales	9,622.33	7,500.00	2,122.33
Cost of Sales Concessions	-1,144.31	-3,150.00	2,005.69
Cost of Sales - Beverages	-538.54	0.00	-538.54
Contracted F&B Con. Expense	-1,945.12	0.00	-1,945.12
Total Food & Beverage Concessions	<u>5,994.36</u>	<u>4,350.00</u>	<u>1,644.36</u>

Electrical Services

Electrical Services Sales	0.00	650.00	-650.00
Total Electrical Services	<u>0.00</u>	<u>650.00</u>	<u>-650.00</u>

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Consumer/Public Shows

00003 Gem City Comic Con

Start Date: 7/23/21

End Date: 7/25/21

Current Month Project To Date

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Audio Visual			
Gross Contracted Audio Visual	0.00	2,500.00	-2,500.00
Concessionaire Share	0.00	-2,000.00	2,000.00
Total Audio Visual	0.00	500.00	-500.00
Total Other Event Income	5,994.36	5,500.00	494.36
Total Ancillary Income	5,994.36	5,500.00	494.36
Total Gem City Comic Con	16,459.49	15,125.00	1,334.49

**Dayton Convention Center
Event Income Statement
For the Seven Months Ending July 31, 2021
Conventions**

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance-Actual/DropCnl. Event Days	652 3	300 4	352 -1		652 3	652 3	300 4	352 -1		652 3
Direct Event Income										
Service Revenue	1,987	650	1,337		1,987	1,987	650	1,337		1,987
Service Expenses	(3,923)	(650)	(3,273)		(3,923)	(3,923)	(650)	(3,273)		(3,923)
Total Direct Event Income	(1,936)		(1,936)		(1,936)	(1,936)		(1,936)		(1,936)
Ancillary Income										
F&B Catering	58,095	21,576	36,519		58,095	58,095	21,576	36,519		58,095
Electrical Services		500	(500)				500	(500)		
Audio Visual	2,449	6,000	(3,551)		2,449	2,449	6,000	(3,551)		2,449
Internet Services		450	(450)				450	(450)		
Total Ancillary Income	60,544	28,526	32,018		60,544	60,544	28,526	32,018		60,544
Other Event Income										
Total Event Income	58,608	28,526	30,082		58,608	58,608	28,526	30,082		58,608

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Current Month Project To Date

Actual Budget Variance

National Conventions

11225

Wright Dialogue with Industry

Start Date: 7/19/21

End Date: 7/22/21

Statistical Data

Attendance-Actual/DropCnt.	652.00	300.00	352.00
Event Days	3.00	4.00	-1.00

Direct Event Income

Service Income

Security

Security Billed	1,987.00	650.00	1,337.00
Contract Security Expense	-2,512.89	-650.00	-1,862.89
Total Security	-525.89	0.00	-525.89

Cleaning

Contracted Cleaning Wages	-829.00	0.00	-829.00
Total Cleaning	-829.00	0.00	-829.00

Other Production

Other Production Expense	-580.98	0.00	-580.98
Total Other Production	-580.98	0.00	-580.98
Total Service Income	-1,935.87	0.00	-1,935.87

Total Direct Event Income

	-1,935.87	0.00	-1,935.87
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Ancillary Income

Other Event Income

Food & Beverage Catering

Catering Food Sales	55,562.58	37,200.00	18,362.58
Catering Beverage Sales	9,979.42	0.00	9,979.42
Cost of Sales Catering	-7,417.88	-15,624.00	8,206.12
Cost of Sales - Beverages	-1,383.41	0.00	-1,383.41
Contracted F&B Catering Exp.	-10,461.68	0.00	-10,461.68
F&B Direct Catering Event Exp.	-1,875.46	0.00	-1,875.46
Service Charge Credit	13,691.37	0.00	13,691.37
Total Food & Beverage Catering	58,094.94	21,576.00	36,518.94

Electrical Services

Electrical Services Sales	0.00	500.00	-500.00
Total Electrical Services	0.00	500.00	-500.00

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

National Conventions

11225

Wright Dialogue with Industry

Start Date: 7/19/21

End Date: 7/22/21

Current Month Project To Date

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Audio Visual			
Gross Contracted Audio Visual	12,809.84	30,000.00	-17,190.16
Concessionaire Share	-10,360.59	-24,000.00	13,639.41
Total Audio Visual	<u>2,449.25</u>	<u>6,000.00</u>	<u>-3,550.75</u>
Internet Services			
Gross Cntrctd Internet Service	400.00	1,500.00	-1,100.00
Concessionaire Share	-400.00	-1,050.00	650.00
Total Internet Services	<u>0.00</u>	<u>450.00</u>	<u>-450.00</u>
Total Other Event Income	<u>60,544.19</u>	<u>28,526.00</u>	<u>32,018.19</u>
Total Ancillary Income	<u>60,544.19</u>	<u>28,526.00</u>	<u>32,018.19</u>
Total Wright Dialogue with Industry	<u><u>58,608.32</u></u>	<u><u>28,526.00</u></u>	<u><u>30,082.32</u></u>

**Dayton Convention Center
Event Income Statement
For the Seven Months Ending July 31, 2021
Meetings**

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance-Actual/DropCnt. Event Days	16 1	500 4	-484 -3			16 1	500 4	-484 -3	16 1	
Direct Event Income										
Rental Income		10,000	(10,000)				10,000	(10,000)		
Service Revenue		1,000	(1,000)				1,000	(1,000)		
Service Expenses		(1,000)	1,000				(1,000)	1,000		
Total Direct Event Income		10,000	(10,000)				10,000	(10,000)		
Ancillary Income										
F&B Catering	233	11,600	(11,367)	233		233	11,600	(11,367)	233	
Electrical Services		1,000	(1,000)				1,000	(1,000)		
Audio Visual		4,000	(4,000)				4,000	(4,000)		
Internet Services		900	(900)				900	(900)		
Equipment Rental		1,000	(1,000)				1,000	(1,000)		
Total Ancillary Income	233	18,500	(18,267)	233		233	18,500	(18,267)	233	
Other Event Income										
Total Event Income	233	28,500	(28,267)	233		233	28,500	(28,267)	233	

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Meetings

00580 CVB Board Meeting

Start Date: 6/15/21

End Date: 6/15/21

Current Month Project To Date

Actual

Budget

Variance

Statistical Data			
Attendance-Actual/DropCnt.	16.00	0.00	16.00
Event Days	1.00	0.00	1.00
Ancillary Income			
Other Event Income			
Food & Beverage Catering			
Catering Food Sales	233.15	0.00	233.15
Total Food & Beverage Catering	233.15	0.00	233.15
Total Other Event Income	233.15	0.00	233.15
Total Ancillary Income	233.15	0.00	233.15
Total CVB Board Meeting	233.15	0.00	233.15

Dayton Convention Center
Event Income Statement
For the Seven Months Ending July 31, 2021
Sporting Events

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance-Actual/DropCnt. Event Days	1,917 2	1,600 4	317 -2		1,917 2	7,088 13	6,150 19	938 -6		7,088 13
Direct Event Income										
Rental Income	7,200	10,000	(2,800)		7,200	35,540	43,840	(8,300)		35,540
Service Revenue	1,555	1,000	555		1,555	9,553	9,343	210		9,553
Service Expenses	(1,368)	(1,000)	(368)		(1,368)	(17,506)	(9,343)	(8,163)		(17,506)
Total Direct Event Income	7,387	10,000	(2,613)		7,387	27,587	43,840	(16,253)		27,587
Ancillary Income										
F&B Concession	5,018	5,800	(782)		5,018	(5,008)	13,427	(18,435)		(5,008)
F&B Catering						545		545		545
Novelty Sales	110		110		110	410		410		410
Booth Cleaning	720		720		720	720		720		720
Electrical Services	65	2,000	(1,935)		65	1,170	2,150	(980)		1,170
Audio Visual		2,000	(2,000)			301	5,000	(4,699)		301
Internet Services						200		200		200
Equipment Rental		1,000	(1,000)			349	4,460	(4,111)		349
Total Ancillary Income	5,913	10,800	(4,887)		5,913	(1,313)	25,037	(26,350)		(1,313)
Other Event Income										
Total Event Income	13,300	20,800	(7,500)		13,300	26,274	68,877	(42,603)		26,274

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Current Month Project To Date

Actual Budget Variance

Sporting Events

00513

Legacy Boomers

Start Date: 7/31/21

End Date: 7/31/21

Statistical Data

Attendance-Actual/DropCnt.	945.00	0.00	945.00
Event Days	1.00	0.00	1.00

Direct Event Income

Rental Income

Rent Exhibit Hall	4,200.00	0.00	4,200.00
Total Rental Income	<u>4,200.00</u>	<u>0.00</u>	<u>4,200.00</u>

Service Income

Security

Security Billed	279.07	0.00	279.07
Total Security	<u>279.07</u>	<u>0.00</u>	<u>279.07</u>

Taxes

Taxes Billed	407.44	0.00	407.44
Local Taxes	-407.44	0.00	-407.44
Total Taxes	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Service Income	<u>279.07</u>	<u>0.00</u>	<u>279.07</u>

Total Direct Event Income

	<u>4,479.07</u>	<u>0.00</u>	<u>4,479.07</u>
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Ancillary Income

Other Event Income

Food & Beverage Concession

Concessions Food Sales	5,153.49	0.00	5,153.49
Cost of Sales Concessions	-655.29	0.00	-655.29
Cost of Sales - Beverages	-302.32	0.00	-302.32
Contracted F&B Con. Expense	-376.29	0.00	-376.29
Total Food & Beverage Concessions	<u>3,819.59</u>	<u>0.00</u>	<u>3,819.59</u>

Electrical Services

Electrical Services Sales	65.00	0.00	65.00
Total Electrical Services	<u>65.00</u>	<u>0.00</u>	<u>65.00</u>
Total Other Event Income	<u>3,884.59</u>	<u>0.00</u>	<u>3,884.59</u>

Total Ancillary Income

	<u>3,884.59</u>	<u>0.00</u>	<u>3,884.59</u>
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Dayton Convention Center
Event Income Statement Detail
Fiscal Period: 07-2021
Sporting Events
Total Legacy Boomers

<u>Current Month Project To Date</u>		
<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<u>8,363.66</u>	<u>0.00</u>	<u>8,363.66</u>

Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Sporting Events

00644

IRS Drill Team

Start Date: 7/24/21

End Date: 7/24/21

Current Month Project To Date

Actual Budget Variance

Statistical Data

Attendance-Actual/DropCnt.	972.00	0.00	972.00
Event Days	1.00	0.00	1.00

Direct Event Income

Rental Income

Rent Theatre	3,000.00	0.00	3,000.00
Total Rental Income	3,000.00	0.00	3,000.00

Service Income

Security

Security Billed	300.00	0.00	300.00
Contract Security Expense	-118.50	0.00	-118.50
Total Security	181.50	0.00	181.50

Taxes

Taxes Billed	278.06	0.00	278.06
Local Taxes	-278.06	0.00	-278.06
Total Taxes	0.00	0.00	0.00

Insurance

Insurance Billed	290.00	0.00	290.00
Insurance Expense	-563.76	0.00	-563.76
Total Insurance	-273.76	0.00	-273.76
Total Service Income	-92.26	0.00	-92.26

Total Direct Event Income

2,907.74	0.00	2,907.74
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Ancillary Income

Other Event Income

Food & Beverage Concession

Concessions Food Sales	2,687.44	0.00	2,687.44
Cost of Sales Concessions	-323.40	0.00	-323.40
Cost of Sales - Beverages	-181.60	0.00	-181.60
Contracted F&B Con. Expense	-984.29	0.00	-984.29
Total Food & Beverage Concessions	1,198.15	0.00	1,198.15

Novelty Sales

Novelty Sales	110.00	0.00	110.00
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Dayton Convention Center
Event Income Statement Detail

Fiscal Period: 07-2021

Sporting Events

00644 **IRS Drill Team**

Start Date: 7/24/21

End Date: 7/24/21

Current Month Project To Date

Actual Budget Variance

Total Novelty Sales		110.00	0.00	110.00
Booth Cleaning				
Booth Cleaning Sales		720.00	0.00	720.00
Total Booth Cleaning		720.00	0.00	720.00
Total Other Event Income		2,028.15	0.00	2,028.15
Total Ancillary Income		2,028.15	0.00	2,028.15
Total IRS Drill Team		4,935.89	0.00	4,935.89

**Dayton Convention Center
Event Income Statement
For the Seven Months Ending July 31, 2021
In-House Meetings**

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Direct Event Income										
Ancillary Income										
F&B Concession	\$112		\$112		\$112					
Total Ancillary Income	112		112		112					
Other Event Income										
Total Event Income	112		112		112					

Dayton Convention Center
Event Income Statement Detail
For the Seven Months Ending July 31, 2021
All Event Categories

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance-Actual/DropCnt.	7,148	2,900	4,248		7,148	12,319	7,450	4,869		12,319
Event Days	10	15	-5		10	21	30	-9		21
Direct Event Income										
Rental Income										
Rent Meetings Rooms		10,000	(10,000)			3,150	10,000	(6,850)		3,150
Rent Exhibit Hall	13,825	14,625	(800)		13,825	25,225	26,025	(800)		25,225
Rent Theatre	3,000	5,000	(2,000)		3,000	16,790	27,440	(10,650)		16,790
Total Rental Income	16,825	29,625	(12,800)		16,825	45,165	63,465	(18,300)		45,165
Service Income										
Changeover Setup										
Contracted Changeover&Setup						(2,796)		(2,796)		(2,796)
						(2,796)		(2,796)		(2,796)
Security										
Security Billed	4,380	4,600	(220)		4,380	11,078	12,943	(1,865)		11,078
Contract Security Expense	(3,520)	(4,600)	1,080		(3,520)	(5,615)	(12,943)	7,328		(5,615)
Net Security Income	860		860		860	5,463		5,463		5,463
Cleaning										
Contracted Cleaning Wages	(829)		(829)		(829)	(10,775)		(10,775)		(10,775)
Net Cleaning Income	(829)		(829)		(829)	(10,775)		(10,775)		(10,775)
Taxes Billed	1,543		1,543		1,543	2,844		2,844		2,844
Local Taxes	(1,543)		(1,543)		(1,543)	(2,844)		(2,844)		(2,844)
Insurance										
Insurance Billed	290		290		290	290		290		290
Insurance Expense	(564)		(564)		(564)	(564)		(564)		(564)
Net Insurance Income	(274)		(274)		(274)	(274)		(274)		(274)
Other Production										
Other Production Expense	(666)		(666)		(666)	(666)		(666)		(666)
Net Other Production Income	(666)		(666)		(666)	(666)		(666)		(666)
Total Services Income	(909)		(909)		(909)	(9,049)		(9,049)		(9,049)
Total Direct Event Income	15,916	29,625	(13,709)		15,916	36,116	63,465	(27,349)		36,116
Ancillary Income										
Food & Beverage Concessions										
Concessions Food Sales	17,463	17,500	(37)		17,463	26,678	30,650	(3,972)		26,678
Cost of Sales - Food	(2,123)	(7,350)	5,227		(2,123)	(15,781)	(12,873)	(2,908)		(15,781)
Cost of Sales - Beverages	(911)		(911)		(911)	(4,186)		(4,186)		(4,186)
Contracted F&B Con. Expense	(3,306)		(3,306)		(3,306)	(5,725)		(5,725)		(5,725)
F & B Concessions Income	11,123	10,150	973		11,123	986	17,777	(16,791)		986
Food & Beverage Catering										
Catering Food Sales	55,796	57,200	(1,404)		55,796	56,881	57,200	(319)		56,881
Catering Beverage Sales	9,979		9,979		9,979	9,979		9,979		9,979
Cost of Sales - Food	(7,418)	(24,024)	16,606		(7,418)	(7,958)	(24,024)	16,066		(7,958)
Cost of Sales - Beverages	(1,383)		(1,383)		(1,383)	(1,383)		(1,383)		(1,383)
Contracted F&B Catering Exp.	(10,462)		(10,462)		(10,462)	(10,462)		(10,462)		(10,462)
F&B Direct Catering Event Exp.	(1,875)		(1,875)		(1,875)	(1,875)		(1,875)		(1,875)
Service Charge	13,691		13,691		13,691	13,691		13,691		13,691
F & B Catering Income	58,328	33,176	25,152		58,328	58,873	33,176	25,697		58,873
Novelty Sales										
Novelty Sales	110		110		110	410		410		410
Novelty Sales Income	110		110		110	410		410		410

**Dayton Convention Center
Event Income Statement Detail
For the Seven Months Ending July 31, 2021
All Event Categories**

	Current Month Actual	Current Month Budget	Variance	Prior Year Actual	Variance	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Booth Cleaning										
Booth Cleaning Sales	720		720		720	720		720		720
Booth Cleaning Income	720		720		720	720		720		720
Electrical Services										
Electrical Services Sales	65	4,150	(4,085)		65	1,170	4,300	(3,130)		1,170
Electrical Services Income	65	4,150	(4,085)		65	1,170	4,300	(3,130)		1,170
Audio Visual										
Gross Contracted Audio Visual	12,810	62,500	(49,690)		12,810	14,754	77,500	(62,746)		14,754
Concessionaire Share	(10,361)	(50,000)	39,639		(10,361)	(12,003)	(62,000)	49,997		(12,003)
Audio Visual Income	2,449	12,500	(10,051)		2,449	2,751	15,500	(12,749)		2,751
Internet Services										
Gross Contracted Internet Service	400	4,500	(4,100)		400	1,450	4,500	(3,050)		1,450
Concessionaire Share	(400)	(3,150)	2,750		(400)	(1,250)	(3,150)	1,900		(1,250)
Internet Services Income		1,350	(1,350)			200	1,350	(1,150)		200
Equipment Rental										
Equipment Rental Sales		2,000	(2,000)			349	5,460	(5,111)		349
Equipment Rental Income		2,000	(2,000)			349	5,460	(5,111)		349
Total Ancillary Income	72,796	63,326	9,470		72,796	65,458	77,563	(12,105)		65,458
Other Event Income										
Total Event Income	88,712	92,951	(4,239)		88,712	101,575	141,028	(39,453)		101,575

Dayton Convention Center
Other Operating Income Detail
For the Seven Months Ending July 31, 2021

	<u>Current Month Actual</u>	<u>Current Month Budget</u>	<u>Variance</u>	<u>Current Month Prior Year</u>	<u>Year to Date Actual</u>	<u>Year to Date Budget</u>	<u>Variance</u>	<u>Year to Date Prior Year</u>
Other Operating Income								
Advertising								
Advertising Income	\$42	\$42			\$42	\$126	(\$84)	
Total Advertising	42	42			42	126	(84)	
Retail Shop								
Retail Sales - Base Rent	6,505	6,505			29,968	29,968		
Total Retail Shop	6,505	6,505			29,968	29,968		
Other Income								
ATM Commissions	53		53		79		79	
Total Other Income	53		53		79		79	
Total Other Operating Income	6,600	6,547	53		30,089	30,094	(5)	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Executive

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$10,989	\$10,417	\$572		\$38,465	\$41,668	(\$3,203)	
Administrative: Part-Time	2,198		2,198		2,198		2,198	
Total Salaries and Wages	13,187	10,417	2,770		40,662	41,668	(1,006)	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	939	1,042	(103)		3,451	4,168	(717)	
Benefits	1,525	1,050	475		1,378	4,200	(2,822)	
401 (k)	288	104	184		649	416	233	
Workers Compensation Insur.	8	313	(305)		27	1,252	(1,225)	
Vacation Expense	555	200	355		2,221	800	1,421	
Total Payroll Taxes and Employee Benefits	3,317	2,709	608		7,727	10,836	(3,109)	
NET SALARIES AND BENEFITS	16,503	13,126	3,377		48,389	52,504	(4,115)	
GENERAL AND ADMINISTRATIVE EXPENSES								
Professional Fees - Legal		500	(500)			1,000	(1,000)	
Meals & Entertainment	38	167	(129)		465	167	298	
Dues & Subscriptions		83	(83)			83	(83)	
Total General and Administrative Expenses	38	750	(712)		465	1,250	(785)	
Total Department Expenses	16,541	13,876	2,665		48,855	53,754	(4,899)	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Finance

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$1,077	\$5,833	(\$4,756)		\$3,577	\$17,499	(\$13,922)	
Total Salaries and Wages	1,077	5,833	(4,756)		3,577	17,499	(13,922)	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	97	583	(486)		347	1,749	(1,402)	
Benefits		1,050	(1,050)			3,150	(3,150)	
401 (k)		58	(58)			174	(174)	
Workers Compensation Insur.	1	175	(174)		1	525	(524)	
Vacation Expense		112	(112)			336	(336)	
Total Payroll Taxes and Employee Benefits	99	1,978	(1,879)		349	5,934	(5,585)	
NET SALARIES AND BENEFITS	1,176	7,811	(6,635)		3,926	23,433	(19,507)	
GENERAL AND ADMINISTRATIVE EXPENSES								
Payroll Processing	240	1,000	(760)		643	1,000	(358)	
Computer Expense		1,000	(1,000)			1,000	(1,000)	
Total General and Administrative Expenses	240	2,000	(1,760)		643	2,000	(1,358)	
Total Department Expenses	1,415	9,811	(8,396)		4,568	25,433	(20,865)	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Sales & Marketing

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$4,835	\$4,583	\$252		\$9,519	\$9,166	\$353	
Total Salaries and Wages	4,835	4,583	252		9,519	9,166	353	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	421	458	(37)		803	916	(113)	
Benefits	649	1,050	(401)		539	2,100	(1,561)	
401 (k)		46	(46)			92	(92)	
Workers Compensation Insur.	8	137	(129)		16	274	(258)	
Vacation Expense	163	88	75		326	176	150	
Total Payroll Taxes and Employee Benefits	1,241	1,779	(538)		1,684	3,558	(1,874)	
NET SALARIES AND BENEFITS	6,076	6,362	(286)		11,203	12,724	(1,521)	
GENERAL AND ADMINISTRATIVE EXPENSES								
Meals & Entertainment		167	(167)			167	(167)	
Dues & Subscriptions		83	(83)			83	(83)	
Advertising					629		629	
Promotional		1,000	(1,000)			1,000	(1,000)	
Total General and Administrative Expenses		1,250	(1,250)		629	1,250	(621)	
Total Department Expenses	6,076	7,612	(1,536)		11,832	13,974	(2,142)	

**Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Operations**

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$4,582	\$12,083	(\$7,501)		\$11,038	\$36,249	(\$25,211)	
Stagehands - Part-Time	1,980		1,980		1,980		1,980	
Total Salaries and Wages	6,562	12,083	(5,521)		13,018	36,249	(23,231)	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	546	1,208	(662)		1,204	3,624	(2,420)	
Benefits	(852)	2,100	(2,952)		(1,042)	6,300	(7,342)	
401 (k)		121	(121)			363	(363)	
Workers Compensation Insur.	125	362	(237)		221	1,086	(865)	
Vacation Expense		232	(232)			696	(696)	
Total Payroll Taxes and Employee Benefits	(181)	4,023	(4,204)		382	12,069	(11,687)	
NET SALARIES AND BENEFITS	6,381	16,106	(9,725)		13,401	48,318	(34,917)	
CONTRACTED SERVICES								
Contracted Security	3,611	8,625	(5,014)		19,954	28,875	(8,921)	
Contracted Cleaning	2,934	2,500	434		36,184	19,500	16,684	
Total Contracted Services	6,545	11,125	(4,580)		56,138	48,375	7,763	
GENERAL AND ADMINISTRATIVE EXPENSES								
Computer Expense	3,790	1,980	1,810		7,021	6,237	784	
Total General and Administrative Expenses	3,790	1,980	1,810		7,021	6,237	784	
OPERATIONS EXPENSES								
Trash Removal	630	650	(20)		1,818	1,950	(132)	
Landscaping	1,108		1,108		4,634		4,634	
Exterminating	99	100	(1)		396	300	96	
Equipment Rental	1,368		1,368		4,385		4,385	
Total Operations Expenses	3,205	750	2,455		11,233	2,250	8,983	
REPAIRS AND MAINTENANCE								
Machinery & Equipment	953	2,500	(1,547)		1,775	7,500	(5,725)	
Maintenance Agreements	9,949	9,933	16		37,525	36,781	744	
Total Repairs and Maintenance	10,902	12,433	(1,531)		39,300	44,281	(4,981)	
OPERATIONAL SUPPLIES								
General Building Supplies	45	1,250	(1,205)		2,860	3,750	(890)	
Fuel Propane					104		104	
Plumbing	849	125	724		849	375	474	
First Aid		125	(125)			375	(375)	
Janitorial		3,562	(3,562)		3,406	10,686	(7,280)	
Uniforms		500	(500)			1,500	(1,500)	
Signage					1,336		1,336	
Total Operational Supplies	894	5,562	(4,668)		8,554	16,686	(8,132)	

**Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Operations**

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Total Department Expenses	31,718	47,956	(16,238)		135,647	166,147	(30,500)	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Event Management

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$10,110	\$10,000	\$110		\$22,115	\$30,000	(\$7,885)	
Total Salaries and Wages	10,110	10,000	110		22,115	30,000	(7,885)	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	874	1,000	(126)		1,732	3,000	(1,268)	
Benefits	4,245	2,100	2,145		3,853	6,300	(2,447)	
401 (k)		100	(100)			300	(300)	
Workers Compensation Insur.	201	300	(99)		489	900	(411)	
Vacation Expense	341	192	149		681	576	105	
Total Payroll Taxes and Employee Benefits	5,661	3,692	1,969		6,755	11,076	(4,321)	
NET SALARIES AND BENEFITS	15,771	13,692	2,079		28,870	41,076	(12,206)	
Total Department Expenses	15,771	13,692	2,079		28,870	41,076	(12,206)	

**Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Overhead**

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
CONTRACTED SERVICES								
Contracted Armor Car Service	\$237	\$100	\$137		\$673	\$200	\$473	
Total Contracted Services	237	100	137		673	200	473	
GENERAL AND ADMINISTRATIVE EXPENSES								
Bank Service Charges	681	200	481		941	1,000	(59)	
Courier Fees	72		72		72		72	
Office Supplies	339	250	89		1,294	750	544	
Printing & Stationary		62	(62)		1,366	186	1,180	
Over & Short	(26)		(26)		(30)		(30)	
Total General and Administrative Expenses	1,067	512	555		3,644	1,936	1,708	
INSURANCE								
General Liability Insurance	2,759	4,160	(1,401)		6,919	8,320	(1,401)	
Total Insurance	2,759	4,160	(1,401)		6,919	8,320	(1,401)	
UTILITIES								
Electricity	5,280	17,930	(12,650)		37,693	60,346	(22,653)	
Gas	91	7,500	(7,409)		2,297	22,500	(20,203)	
Telephone	765	800	(35)		765	2,400	(1,635)	
Water		2,175	(2,175)		291	6,525	(6,234)	
Net Utilities	6,136	28,405	(22,269)		41,045	91,771	(50,726)	
ASM MANAGEMENT FEE								
Base Fee	10,000	10,000			38,000	30,000	8,000	
Total ASM Management Fee	10,000	10,000			38,000	30,000	8,000	
Total Department Expenses	20,199	43,177	(22,978)		90,281	132,227	(41,946)	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Food & Beverage

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$7,912	\$7,500	\$412		\$24,923	\$26,250	(\$1,327)	
Administrative: Wages	1,143		1,143		1,143		1,143	
Total Salaries and Wages	9,055	7,500	1,555		26,066	26,250	(184)	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	806	750	56		2,286	2,625	(339)	
Benefits	379	1,050	(671)		379	3,150	(2,771)	
401 (k)		75	(75)			263	(263)	
Workers Compensation Insur.	81	225	(144)		216	788	(572)	
Vacation Expense	267	144	123		800	504	296	
Total Payroll Taxes and Employee Benefits	1,532	2,244	(712)		3,681	7,330	(3,649)	
NET SALARIES AND BENEFITS	10,587	9,744	843		29,747	33,580	(3,833)	
OPERATIONS EXPENSES								
Operating Supplies - F&B	411		411		2,023		2,023	
Other Operating Exp - F & B		5,943	(5,943)			7,943	(7,943)	
Cleaning Supplies - F & B	42		42		330		330	
Incentive fee - F&B	3,877	2,988	889		4,286	3,514	772	
Laundry & Linen - F & B	574		574		574		574	
Repairs & Maintenance - F&B	717		717		1,390		1,390	
Uniforms - F&B					397		397	
Total Operations Expenses	5,621	8,931	(3,310)		8,999	11,457	(2,458)	
Total Department Expenses	16,208	18,675	(2,467)		38,746	45,037	(6,291)	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Total Company Indirect Expenses

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
SALARIES AND WAGES								
Salaries Administration	\$39,505	\$50,416	(\$10,911)		\$109,638	\$160,832	(\$51,194)	
Administrative: Wages	1,143		1,143		1,143		1,143	
Administrative: Part-Time	2,198		2,198		2,198		2,198	
Stagehands - Part-Time	1,980		1,980		1,980		1,980	
Total Salaries and Wages	44,826	50,416	(5,590)		114,959	160,832	(45,873)	
PAYROLL TAXES AND EMPLOYEE BENEFITS								
Payroll Taxes	3,683	5,041	(1,358)		9,823	16,082	(6,259)	
Benefits	5,947	8,400	(2,453)		5,107	25,200	(20,093)	
401 (k)	288	504	(216)		649	1,608	(959)	
Workers Compensation Insur.	424	1,512	(1,088)		971	4,825	(3,854)	
Vacation Expense	1,325	968	357		4,027	3,088	939	
Total Payroll Taxes and Employee Benefits	11,667	16,425	(4,758)		20,577	50,803	(30,226)	
NET SALARIES AND BENEFITS	56,494	66,841	(10,347)		135,536	211,635	(76,099)	
CONTRACTED SERVICES								
Contracted Security	3,611	8,625	(5,014)		19,954	28,875	(8,921)	
Contracted Cleaning	2,934	2,500	434		36,184	19,500	16,684	
Contracted Armor Car Service	237	100	137		673	200	473	
Total Contracted Services	6,783	11,225	(4,442)		56,811	48,575	8,236	
GENERAL AND ADMINISTRATIVE EXPENSES								
Professional Fees - Legal		500	(500)			1,000	(1,000)	
Bank Service Charges	681	200	481		941	1,000	(59)	
Meals & Entertainment	38	334	(296)		465	334	131	
Dues & Subscriptions		166	(166)			166	(166)	
Courier Fees	72		72		72		72	
Office Supplies	339	250	89		1,294	750	544	
Printing & Stationary		62	(62)		1,366	186	1,180	
Payroll Processing	240	1,000	(760)		643	1,000	(358)	
Advertising					629		629	
Promotional		1,000	(1,000)			1,000	(1,000)	
Over & Short	(26)		(26)		(30)		(30)	
Computer Expense	3,790	2,980	810		7,021	7,237	(216)	
Total General and Administrative Expenses	5,135	6,492	(1,357)		12,402	12,673	(271)	
OPERATIONS EXPENSES								
Trash Removal	630	650	(20)		1,818	1,950	(132)	
Landscaping	1,108		1,108		4,634		4,634	
Exterminating	99	100	(1)		396	300	96	
Equipment Rental	1,368		1,368		4,385		4,385	
Operating Supplies - F&B	411		411		2,023		2,023	
Other Operating Exp - F & B		5,943	(5,943)			7,943	(7,943)	
Cleaning Supplies - F & B	42		42		330		330	
Incentive fee - F&B	3,877	2,988	889		4,286	3,514	772	
Laundry & Linen - F & B	574		574		574		574	
Repairs & Maintenance - F&B	717		3,871		1,390		1,390	
Uniforms - F&B					397		397	

Dayton Convention Center
Indirect Expenses Detail
For the Seven Months Ending July 31, 2021
Total Company Indirect Expenses

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Total Operations Expenses	8,826	9,681	(855)		20,232	13,707	6,525	
REPAIRS AND MAINTENANCE								
Machinery & Equipment	953	2,500	(1,547)		1,775	7,500	(5,725)	
Maintenance Agreements	9,949	9,933	16		37,525	36,781	744	
Total Repairs and Maintenance	10,902	12,433	(1,531)		39,300	44,281	(4,981)	
OPERATIONAL SUPPLIES								
General Building Supplies	45	1,250	(1,205)		2,860	3,750	(890)	
Fuel Propane					104		104	
Plumbing	849	125	724		849	375	474	
First Aid		125	(125)			375	(375)	
Janitorial		3,562	(3,562)		3,406	10,686	(7,280)	
Uniforms		500	(500)			1,500	(1,500)	
Signage					1,336		1,336	
Total Operational Supplies	894	5,562	(4,668)		8,554	16,686	(8,132)	
INSURANCE								
General Liability Insurance	2,759	4,160	(1,401)		6,919	8,320	(1,401)	
Total Insurance	2,759	4,160	(1,401)		6,919	8,320	(1,401)	
UTILITIES								
Electricity	5,280	17,930	(12,650)		37,693	60,346	(22,653)	
Gas	91	7,500	(7,409)		2,297	22,500	(20,203)	
Telephone	765	800	(35)		765	2,400	(1,635)	
Water		2,175	(2,175)		291	6,525	(6,234)	
Net Utilities	6,136	28,405	(22,269)		41,045	91,771	(50,726)	
ASM MANAGEMENT FEE								
Base Fee	10,000	10,000			38,000	30,000	8,000	
Total ASM Management Fee	10,000	10,000			38,000	30,000	8,000	
Total Department Expenses	107,928	154,799	(46,871)		358,798	477,648	(118,850)	

Consideration of Resolution
2021-08 – Post Issuance
Compliance Policy

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

The Board of Directors (the “Board”) of the Montgomery County Convention Facilities Authority (the “Authority”) met on September 2, 2021 at 4:00 PM at the Dayton Convention Center, Authority Offices, 22 E. Fifth Street, 2nd Floor, Room 205, Dayton, Ohio 45402, with the following members present:

[Mr. Abney, Mr. Gore, Mr. Gruner, Ms. Kenley, Ms. Lofton, Ms. Powell, Mr. Reynolds, Mr. Stevens, Mr. Weckesser, Mr. Whelley]

It was moved by M__ . _____ and seconded by M__ . _____ that the following resolution be adopted:

RESOLUTION NO. 2021-08

A RESOLUTION APPROVING A WRITTEN POST-ISSUANCE
COMPLIANCE POLICY IN CONNECTION WITH THE ISSUANCE
OF TAX-EXEMPT AND TAX-PREFERRED OBLIGATIONS BY THE
AUTHORITY

WHEREAS, the Authority has previously issued, or intends to issue in the future, bonds and other obligations for the purpose of financing and refinancing various capital improvements in its facilities known as the Dayton Convention Center located in the City of Dayton, Montgomery County, Ohio (collectively, the “Obligations”); and

WHEREAS, the Obligations were issued, or will be issued as, tax-exempt and tax-preferred obligations under the Internal Revenue Code of 1986, as amended; and

WHEREAS, in connection with the issuance of the Obligations, it is advised that the Board have a formal written policy outlining the policies and procedures necessary to promote compliance with federal income tax and securities laws, as well as the requirements set forth in the documents for each issue of Obligations; and

WHEREAS, the Board desires to formally approve a written policy outlining such policies and procedures;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY CONVENTION FACILITIES AUTHORITY, THAT:

Section 1. Approval of Written Post-Issuance Compliance Policy. The Board hereby approves a written post-issuance compliance policy (the “Policy”) in connection with the issuance of the Obligations of the Authority. On behalf of the Board, the Fiscal Officer is hereby authorized to execute the Policy, which Policy shall be substantially in the form attached hereto as **Exhibit A**. The Fiscal Officer is also hereby authorized to execute any other documents necessary in connection with the Policy. The Fiscal Officer’s execution of such documents shall be conclusive evidence of the Board’s approval of such documents.

Section 2. Open Meeting. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the

Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

M____. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: _____

Nays: _____

Passed: September 2, 2021

MONTGOMERY COUNTY CONVENTION
FACILITIES AUTHORITY

Attest: _____
Secretary

Chairperson

CERTIFICATE

The foregoing is a true copy of a resolution duly adopted by the Board of Directors of the Montgomery County Convention Facilities Authority, at a meeting properly held on September 2, 2021.

Fiscal Officer

[Copy of Post-Issuance Compliance Policy Attached]

MONTGOMERY COUNTY CONVENTION FACILITIES AUTHORITY

MONTGOMERY COUNTY, OHIO

POLICY AND PROCEDURES CONCERNING POST-ISSUANCE COMPLIANCE

- I. Purpose.** The Montgomery County Convention Facilities Authority (the “Issuer”) uses bonds as one means of financing capital projects in support of its mission. This Post-Issuance Compliance Policy (the “Policy”) outlines the policies and procedures to promote compliance with federal income tax and securities laws, as well as the requirements set forth in the bond documents for each bond issue. The policy is to strictly follow the U.S. Constitution and laws, the Ohio Constitution and laws, and all applicable federal and state regulations. For purposes of this policy, the terms “bonds” or “bond issue” means any obligation of the Issuer incurred for the purpose of borrowing money, including, without limitation, bonds, notes and certificates of participation in capital leases.
- II. Outside Counsel.** The Fiscal Officer may, upon obtaining any necessary approvals, engage an attorney or firm of attorneys of national reputation on the subject of the federal tax and securities law of public finance to serve as “Outside Counsel” for the purpose of assisting the Issuer in the pursuit of its duties under this Policy. Outside Counsel may be bond counsel for the Issuer. Any such engagement shall be evidenced by the execution of an engagement letter or other written agreement between the Issuer and such Outside Counsel.
- III. Securities Law Matters – Continuing Disclosure**
 - A. Continuing Disclosure Working Group.** The Fiscal Officer (the “Disclosure Officer”) shall have primary responsibility for preparing the annual financial information and operating data (an “Annual Filing”) to be filed with the Municipal Securities Rulemaking Board (“MSRB”) via its Electronic Municipal Market Access (“EMMA”) system pursuant to operative continuing disclosure undertakings (the “Continuing Disclosure Undertakings”) entered into by the Issuer pursuant to Rule 15c2-12 (the “Rule”) promulgated under the Securities Exchange Act of 1934, as amended. Such Disclosure Officer, together with any Outside Counsel retained by the Issuer, shall constitute the “Continuing Disclosure Working Group.”
 - B. Annual Financial Information and Operating Data.**
 1. **Assembling Current Information.** The Disclosure Officer or the Continuing Disclosure Working Group shall compile, maintain and update a list of all financial information and operating data required to be filed with the MSRB pursuant to each of the Continuing Disclosure Undertakings, and shall establish a schedule for producing the data (and the Annual Filing document) that will afford sufficient time for final review by the Continuing Disclosure Working Group and approval in accordance with this Policy.
 2. **Review for Process, Accuracy, and Completeness.** The members of the Continuing Disclosure Working Group shall review the Annual Filing drafts to determine whether, based on information known or reported to them, (a) this Policy was followed, (b) the material facts in the Annual Filing appear to be consistent with those facts known to the members of the Continuing Disclosure Working Group, (c) the Annual Filing contains all information required by the Continuing Disclosure Undertakings, and (d) the Annual Filing omits any material fact that is necessary to be included to prevent the Annual Filing from being misleading to investors. The Disclosure Officer or the Continuing Disclosure

Working Group shall take such action as may be necessary, based on feedback from the Continuing Disclosure Working Group, to enable the Continuing Disclosure Working Group to conclude that this Policy was followed and that the Annual Filing is accurate and complete in all material respects.

3. **Final Approval.** The Continuing Disclosure Working Group shall approve the final draft of the Annual Filing.
4. **Posting.** The Disclosure Officer or the Continuing Disclosure Working Group shall file each Annual Filing with the MSRB through EMMA by the deadline established by the Continuing Disclosure Undertakings. The Disclosure Officer or the Continuing Disclosure Working Group shall exercise reasonable care to ensure that each Annual Filing is filed in the format and with the identifying information required by the Continuing Disclosure Undertakings, including applicable CUSIP numbers, in accordance with the rules and requirements of the EMMA system.
5. **Documentation of Procedures.** The Disclosure Officer shall compile and retain a file of the actions taken to prepare, check, and approve the Annual Filing, including the sources of the information included, the comments and actions of the Continuing Disclosure Working Group.

C. Event Notices

1. **Identification of Reportable Events.** The Disclosure Officer shall maintain a list of events of which the Issuer is required to provide notice to the MSRB pursuant to the Continuing Disclosure Undertakings. The Continuing Disclosure Working Group shall (a) identify the officers and employees of the Issuer who are most likely to first obtain knowledge of the occurrence of such events and (b) request in writing that they notify the Disclosure Officer immediately after learning of any such event, regardless of materiality, and repeat such request in a quarterly reminder.
2. **Identification of Financial Obligations; Materiality**
 - a. The Disclosure Officer shall undertake to identify any financial obligations, as defined in the Rule, to which the Issuer is a party and under the terms of which a default, event of acceleration, termination event, modification of terms, or other similar events could reflect financial difficulties on the part of the Issuer.
 - b. The Disclosure Officer shall prepare a summary sheet with respect to the financial obligations, as defined in the Rule, to which the Issuer is a party in substantially the form attached hereto as **Exhibit A** for the purpose of evaluating, together with the Continuing Disclosure Working Group, (i) whether the incurrence of any such financial obligation must be disclosed under the terms of any Continuing Disclosure Undertaking, or (ii) whether the agreement or amendment to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation affects the security holders of the Issuer's securities and must be disclosed under the terms of any Continuing Disclosure Undertaking.
 - c. The Continuing Disclosure Working Group shall establish procedures for assessing the materiality of any financial obligation (including the materiality of any agreement or amendment to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation) as well as whether a default, an acceleration or termination event, modification of

terms or similar events under a financial obligation reflects financial difficulties.

3. **Preparation of Event Notice.** The Disclosure Officer shall assess the materiality of any reportable event with the assistance of Outside Counsel (reportable under the Continuing Disclosure Undertakings) and, if notice of the event (each an “Event Notice”) must be given (or if no materiality standard applies to that particular event), prepare or cause to be prepared an Event Notice giving notice of the event, and review the draft Event Notice with the Continuing Disclosure Working Group.
4. **Review and Approval of Event Notice.** The Disclosure Officer shall not file an Event Notice until it is approved by the Continuing Disclosure Working Group unless the Event Notice (a) only gives notice of a rating change, bond call, or defeasance or (b) such approval has not been received by the applicable filing deadline under the Rule and the Continuing Disclosure Undertakings.
5. **Posting.** The Disclosure Officer or the Continuing Disclosure Working Group shall file or cause to be filed each Event Notice with the MSRB through EMMA by the deadline established by the Rule and the Continuing Disclosure Undertakings or, if the facts cannot be correctly and fairly described by the deadline, then as soon as possible thereafter. The Disclosure Officer or the Continuing Disclosure Working Group shall exercise reasonable care to file each Event Notice in the format and with the identifying information required by the Continuing Disclosure Undertakings, including CUSIP numbers, in accordance with the rules and requirements of the MSRB’s EMMA system.
6. **Documentation of Procedures.** The Disclosure Officer or the Continuing Disclosure Working Group shall compile and retain a file of the actions taken to report each event and prepare, check, and approve each Event Notice, including the approvals of the Continuing Disclosure Working Group, if obtained.

IV. Federal Tax Law Compliance

- A. **Tax Compliance Working Group.** The Fiscal Officer (the “Tax Compliance Officer”) shall have primary responsibility for complying with the requirement of federal tax law with respect the bonds of the Issuer. Such Tax Compliance Officer, together with any Outside Counsel retained by the Issuer shall constitute the Tax Compliance Working Group.
- B. **Procedures.** The Tax Compliance Officer shall implement the following procedures in preparing, checking, or issuing the documentation described herein.
 1. **Proper Use of Proceeds.** The Tax Compliance Officer shall ensure that bond proceeds are allocated to expenditures in a manner that is consistent with the purpose for which each bond issue is undertaken, as set forth in any tax compliance certificate or agreement related to each bond issue. The Tax Compliance Officer shall undertake to make final allocations for federal income tax purposes of the of bond proceeds within 18 months after a financed facility is place in service but in no event later than 60 days following the fifth anniversary of the issuance of each bond issue.
 2. **Investment of Bond Proceeds and Rebate.** The Tax Compliance Officer shall ensure that bond proceeds are invested in investments that are permissible under the terms of the Ohio Revised Code, the bond documents, and any applicable

federal tax laws. The Tax Compliance Officer shall determine whether it is appropriate to undertake rebate calculations with respect to the investment of proceeds of the bonds shall ensure the timely completion of arbitrage rebate calculations and filings.

3. **Administration of Direct Pay Bonds.** The Tax Compliance Officer shall ensure the proper administration of each issue of bonds qualifying for the payment by the federal government of a credit equal to a percentage of interest on such bonds or calculated on some other basis, including the timely completion and filing of any forms required by the Internal Revenue Service to maintain or establish the applicable status of the bonds for purposes of federal income taxation.
4. **Use of Bond-Financed Facilities.** The Tax Compliance Officer shall consult with Outside Counsel before entering into any agreement or other arrangement for the sale, lease, or use of bond-financed property, including, but not limited to, service, vendor, and management contracts, research agreements, licenses to use bond-financed property, or naming rights agreements. The Tax Compliance Officer or the designee of the Tax Compliance Officer shall review such agreements for compliance with federal tax laws and complete a Private Business Use Contract Review Worksheet (attached as **Exhibit B**) to document that such review has been completed.
5. **Post-Issuance Transactions.** The Tax Compliance Officer shall consult with Outside Counsel for the Issuer before making any modifications or amendments to the bond documents for a bond issue, including, but not limited to, entering or modifying investment agreements; making any change in security for the bonds; engaging in post-issuance credit enhancement transactions (*e.g.*, bond insurance, letter of credit) or hedging transactions (*e.g.*, interest rate swap, cap); terminating or appointing successor trustees; releasing any liens; or reissuing the bonds.
6. **Remedial Action.** In the event that it is determined that any use of bond proceeds or bond-financed facilities is inconsistent with the character of the status for federal income tax purposes of the bonds, the Tax Compliance Officer shall consult with Outside Counsel for the purpose of determining the nature and extent of any remedial action necessary or proper for the Issuer to take with respect to such bonds or bond-financed facilities according to Treasury Regulations Section 1.141-12 or other remedial actions authorized by the Commissioner of Internal Revenue under 1.141.12(h).

C. Recordkeeping. Responsibility for Records Maintenance

1. The Tax Compliance Officer shall be responsible for maintaining records related to bonds of the Issuer.
2. The Tax Compliance Officer shall maintain a central list of records related to each issue of bonds of the Issuer. The list shall identify:
 - a. The name and date of the document related to the issue,
 - b. The person or office responsible for the document, and
 - c. The physical or electronic location of the document.

D. Bond Records to be Maintained

1. The following records shall be maintained for each outstanding bond issue for the term of the outstanding bond issue plus three years:

- a. Basic records relating to the bond transaction, including the trust indenture, loan, lease, or other financing agreement, the relevant IRS Form 8038 (including Forms 8038-G, 8038-GC, 8038-B, or 8038-TC, as applicable) with proof of filing, and bond counsel opinion shall be maintained by the Tax Compliance Officer;
 - b. Documentation evidencing the expenditure of bond proceeds, such as construction or contractor invoices and receipts for equipment and furnishings, as well as records of any special allocation made for tax purposes shall be maintained by the Tax Compliance Officer;
 - c. Documentation evidencing the lease or use of bond-financed property by public and private sources, including, but not limited to, service, vendor, and management contracts, research agreements, licenses to use bond-financed property, or naming rights agreements shall be maintained by the Issuer office executing such agreement for use of bond-financed property; and
 - d. Documentation pertaining to investment of bond proceeds, including the yield calculations for each class of investments, actual investment income received from the investment of proceeds, and rebate calculations shall be maintained by the Tax Compliance Officer's Office.
2. The Tax Compliance Officer shall maintain the Issuer's audited financial statements for not less than seven years.

V. Training Requirements, Policy Review and Miscellaneous Matters

- A. Training.** Within six months of becoming the adoption of this Policy, and on an as-needed basis thereafter, the Tax Compliance Officer, the Disclosure Officer and the respective designees of any of them, if any, shall undergo training regarding basic federal securities law and tax concepts relating to bonds and records required to be maintained under this Policy.
- B. Annual Review.** On an annual basis, or sooner if deemed necessary by the Continuing Disclosure Working Group and the Tax Compliance Working Group, shall review this policy and assess the Issuer's compliance with this Policy and shall make changes to this Policy as appropriate to ensure compliance with any covenants in the bond documents or the requirements of federal tax and securities laws and any other applicable law.
- C. Miscellaneous**
 1. **Internal Use Only.** This Policy is intended for the internal use of the Issuer only and is not intended to establish any duties in favor of or rights of any person other than the Issuer.
 2. **Waiver of Procedures.** The officers and employees charged by this Policy with performing or refraining from any action may depart from this Policy when they in good faith determine that such departure is in the best interests of the Issuer and consistent with the duties of the Issuer under applicable laws. If a Disclosure Officer or Tax Compliance Officer is charged by this Policy with taking or refraining from such action, any such departure shall require approval review of Outside Counsel.

MONTGOMERY COUNTY CONVENTION FACILITIES AUTHORITY
MONTGOMERY COUNTY, OHIO

FINANCIAL OBLIGATION SUMMARY SHEET

This form may be used to gather information necessary to evaluate whether a financial obligation is material and must be disclosed to via the Municipal Securities Rulemaking Board's EMMA system. The information requested should be inserted below. In some cases, it may be appropriate to attach a schedule or copy the applicable section from the relevant documents.

The term *financial obligation* means a:

(A) Debt obligation; (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) Guarantee of either of the foregoing.

Such term does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with SEC Rule 15c2-12.

Generally speaking, any obligation that is essentially a vehicle to borrow money (*e.g.*, a lease-purchase agreement) should be considered a *financial obligation*.

1. Loan amount and date incurred	
2. Final maturity date of the loan	
3. Debt service schedule, if including principal amortization, interest rate(s), interest calculations (<i>attach separate sheet if necessary</i>)	
4. Legal security and/ source of payment	
5. Interest rate method of calculation, if variable	
6. Use of loan proceeds	
7. Covenants, events of defaults and remedies	
8. Amortization modification provisions, or information about payment acceleration or other non-standard payment considerations	
9. Any other information that an issuer believes to be important to lenders or investors in the obligations of the Issuer	

MONTGOMERY COUNTY CONVENTION FACILITIES AUTHORITY

MONTGOMERY COUNTY, OHIO

PRIVATE BUSINESS USE CONTRACT REVIEW WORKSHEET

Authority Department: _____

Contracting Parties: _____

Type/Title of Agreement: _____

Agreement Not Subject to Private Use Limitation

- _____ Relates solely to construction of bond-financed facility
- _____ Relates to property that was not financed with proceeds of a bond issue
- _____ Does not relate to use or function of property
- _____ Includes incidental services only (janitorial, office equipment repair, or similar services)
- _____ Compensation consists solely of reimbursement of actual and direct expenses incurred by the service provider while providing services under the agreement

Agreement Satisfies Safe Harbors for Management/Service Contracts with Outside Service Providers

If the arrangement with an outside service provider is not either an “Eligible Expense Reimbursement Arrangement” or an “Other Permissible Arrangement” (both as described below), then Bond Counsel should be consulted.

Eligible Expense Reimbursement Arrangement

- _____ To be an Eligible Expense Reimbursement Arrangement, the compensation paid to the outside service provider must consist solely of reasonable overhead and the reimbursement of actual and direct expenses paid by the outside service provider to unrelated parties.

Other Permissible Arrangement

To be an Other Permissible Arrangement, all six of the following elements must be present:

1. Financial Requirements

- _____ Compensation payments to the service provider (including any reimbursement for actual and direct expenses paid by the service provider and related administrative overhead expenses) are reasonable compensation for services rendered during the term of the contract; and
- _____ The outside service provider does not share in the net profits of the managed facility; and

_____ The outside service provider is not forced to share net losses from the operation of the managed facility.

2. Term of the Contract

_____ The term of the contract is no longer than the lesser of (i) 30 years, or (ii) 80% of the weighted economic life of the managed property, which term is retested as of the date of any material modification of the contract.

3. Control of the Managed Property

_____ The approval of the Authority is required for each of the following:

- _____ the annual budget of the managed property;
- _____ capital expenditures with respect to the managed property;
- _____ any disposition of the managed property or any portion thereof;
- _____ rates charged for use of managed property (or methodology for setting such rates); and
- _____ the general nature and type of use of the managed property (for example, the type of services).

4. Risk of Loss

_____ The Authority bears the risk of loss upon damage or destruction of the managed property.

5. Tax Position of Outside Service Provider

_____ The outside service provider expressly agrees that it is not entitled to and will not take any tax position that is inconsistent with being an outside service provider to the Authority with respect to the managed property.

6. Rights of the Authority

_____ The outside service provider does not have any role or relationship with the Authority that might limit the ability of the Authority to exercise its rights under the contract.

Agreement Requires Further Review by Bond Counsel

- _____ Ownership (including agreement that transfers title at end of the term)
 - _____ Lease, license, or any other agreement which creates exclusive or priority rights to use any portion of a bond-financed property or which creates an economic benefit for the third-party user
 - _____ Agreement with governmental entity or 501(c)(3) organization
 - _____ Research agreement
 - _____ Management or service contract falling outside safe harbors listed above (provide explanation)
- _____
- _____

Reviewer: _____

Date: _____

Executive Director's Report

DATE: August 19, 2021

TO: MCCFA Finance Committee

FROM: ASM Global

RE: Audio-visual Preferred Provider Recommendation

ASM Global went through a competitive bid process, submitted the RFP to 6 AV Companies and received 3 bids in total. We determined a shortlist of 2 bidders based on the overall commitment to the Dayton Convention Center.

After the in-person presentations from the 2 short list bidders, the determination was made to recommend Mills James as the preferred, non-exclusive provider of audio-visual services. Below please find the major highlights of the Mills James Bid:

- 1 – A capital investment of approximately \$579k in new equipment dedicated to the DCC
- 2 – 65% reduction in video services for the DCC/CVB for marketing purposes
- 3 – Strong staffing support from Mills James @ ASM Global Facilities (Cleveland and Columbus)

The commencement date of the combined audio-visual and rigging contract will be September 3, 2021 with an ending date of December 31, 2026. The contract will not allow for an auto renewal option.

DCC Preferred Audio Visual Bid Comparison

	Equipment	Rigging	Sub Rental	Labor	Rigging Labor	Capital Contributions	Average Commission Percentage	Estimated Total Value of Contract
Markeys								
	40%	40%	10%	15%	15%	<p>1 - The 10% bonus is designed to reward the DCC when the collective gross billing for AV and Rigging equipment rentals (after any discounts applied) realized in any contract year exceeds \$350k. All billing for the AV and Rigging equipment rentals beyond \$350K in a contract year will result in an additional 10% commission for the DCC.</p> <p>2 - We will pay the full \$10,000 signing bonus to the DCC within 30 days of the contract being fully executed. The signing bonus will be prorated and a portion due back to Markey's should the contract not reach the full five year term as outlined in the Agreement for Rigging and Audio Visual Services document</p>	24%	\$185,000
Mills James	35%	35%	35%	10%	10%	<p>1 - Purchase of DCC on-site equipment = \$579,560</p> <p>2 - Capital contribution when revenues reach \$500,000- will provide a 2% bonus each year of the contract when revenues reach \$500,000 of Gross Receipts. We will pay an additional 1% (for a total of 3%) on all revenue over \$500,000.</p>	25%	\$629,560

ON-SITE EQUIPMENT

EQUIPMENT	# OF UNITS	VALUE	NOTES
Panasonic 6K Laser Projection Pkg	16	\$60,000	"Includes lens kit, road case, & accessories"
Panasonic 10K Laser Projection Pkg	4	\$60,000	"Includes lens kit, road case, & accessories"
Barco PDS-902 seamless switcher package	2	\$1,200	"Includes road case & accessories"
Draper Diplomat 8' tripod screen package	16	\$10,000	Includes skirt & bag
Dell Windows laptop package	12	\$26,400	"Includes Windows build with Office Suite"
Kensington Presenter Remote	12	\$500	
Draper cradle screen 10'	6	\$8,400	
Dsan PerfectCue system	2	\$1,000	
Project-O-Stand	12	\$3,600	
34" Luxor AV cart w/ skirt	16	\$2,400	
54" Luxor AV cart w/ skirt	4	\$1,000	
Stumpfl MonoBlox 6'11" x 12' package	4	\$20,000	"Includes skins, dress kit & case"

ON-SITE EQUIPMENT

EQUIPMENT	# OF UNITS	VALUE	NOTES
Stumpfl MonoBlox 9'x16' package	2	\$10,000	"Includes skins, dress kit & case"
LCD monitor 80" w/ stand	2	\$4,000	
LCD monitor 70" w/ stand	2	\$3,600	
LCD monitor 50" w/ stand	10	\$12,000	
LCD monitor 32"	4	\$1,000	
LCD monitor 24"	4	\$600	
Blu-Ray DVD player	2	\$200	
Canon XA55 4K Camcorder	2	\$6,000	"Includes tripod, media & accessories"
Comprehensive VGA DA 1x4	2	\$200	
Comprehensive HDMI DA 1x4	4	\$200	
Comprehensive SDI DA 1x4	2	\$800	
JBL610 10" Powered Speaker	8	\$5,000	Includes stand

ON-SITE EQUIPMENT

EQUIPMENT	# OF UNITS	VALUE	NOTES
PRX815 15" Powered Speaker	4	\$3,600	Includes stand
PRX818 18" Subwoofer	2	\$2,400	
Mackie SRM 150 speaker	6	\$1,800	
Shure SM58S microphone	16	\$2,100	"Switched dynamic microphone w/ stand"
Shure ULX-D wireless microphone system	20	\$30,000	"Includes lavalier and handheld transmitter"
Shure MX418 microphone	20	\$5,000	
On stage tripod microphone stand	16	\$800	
Whirlwind ISOPod	16	\$800	
Shure SCM 262 mixer	16	\$3,800	
Mackie ProFX12 mixer	4	\$1,400	
Mackie ProFX22 mixer	1	\$800	
XSPRO 12x4 audio snake	2	\$1,200	

ON-SITE EQUIPMENT

EQUIPMENT	# OF UNITS	VALUE	NOTES
Quartet DuraMax presentation easel	30	\$7,500	
Aluminum easel	60	\$3,000	
Whiteboard 4'x6' w/ markers	4	\$200	
Corkboard 4'x6'	4	\$200	
Easel paper pad (50 Sheets)	100	\$3,500	
Sticky easel paper pad (30 Sheets)	100	\$3,500	
Applied electronics XL-11 lift	4	\$2,200	
Chauvet Freedom Par Quad-4	30	\$8,000	
Source 4 -19 Degree LED fixture	8	\$8,000	
Source 4- 10 Degree LED fixture	8	\$8,000	
StageCL DMX console	2	\$2,800	
ETC glass gobo holder	10	\$100	

ON-SITE EQUIPMENT

EQUIPMENT	# OF UNITS	VALUE	NOTES
ETC steel gobo holder	10	\$100	
ETC Source 4 Donut	10	\$100	
1 ton double brake chain motor	10	\$40,000	
½ ton double brake chain motor	10	\$30,000	
8 Way motor controller package	2	\$24,000	
Motor control pickles	6	\$1,200	
Motor control / power cables	40	\$35,000	Includes accessories
Motor hardware packages	20	\$8,000	"Includes steel, bolts, shackles, etc."
12" box truss 10' section	40	\$32,000	
12" box truss 5' section	10	\$6,000	
12" box truss floor base	4	\$2,000	
Black IFR 22 oz. encore drape 18'	60	\$15,000	18'x5' panel

ON-SITE EQUIPMENT

EQUIPMENT	# OF UNITS	VALUE	NOTES
Black IFR 22 oz. encore drape 8'	30	\$3,500	18'x5' panel
Aluminum upright 5'- 8'	10	\$1,000	
Aluminum upright 9'- 23'	20	\$3,000	
Base 24" x 24"	30	\$2,250	
Base cart	3	\$1,500	
Aluminum crossbars 6'-10'	16	\$600	
Aluminum crossbars 7'-12'	16	\$650	
Aluminum crossbars 6'-10'	10	\$500	
Hampers	4	\$1,600	
Single man lift	1	\$10,000	
Motorola UHF radios system	12	\$10,000	
		\$579,560	