



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JANUARY 25, 2017

8:30 A.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

AVIATION

A1. The Plant Detail (service, labor, supplies, materials and equipment for interior plantscaping as needed through 12-31-17) **\$20,000.00**

PLANNING

B1. Robert Half International (temporary staffing services as needed through 06-30-17) **35,000.00**

1. (Cont'd):

POLICE

- C1. Sentry, Inc.** (armed security services as needed through 12-31-20) **\$240,000.00**
- C2. Vance Outdoors, Inc.** (Standard issue Police equipment and accessories for the upcoming recruit classes through 03-31-20) **40,429.44**

PUBLIC WORKS

- D1. Ice B Gone Magic of Dayton LLC** (snow and de-icing brine as needed through 12-31-17) **18,900.00**
- D2. McNeilus Truck & Manufacturing Company** (two Compressed Natural Gas front-load refuse collection trucks and two Compressed Natural Gas rear-load refuse collection trucks) **1,069,186.00**

WATER

- E1. Agilent Technologies, Inc.** (one year maintenance agreement, including parts, for laboratory analytical equipment – ICP-OES 710/715 system) **18,732.32**
- E2. Argus Group Holdings LLC dba Argus Seelaus** (safety supplies as needed through 12-31-17) **15,000.00**
- E3. Lowe's** (building supplies, tools and related items as needed through 12-31-17) **15,000.00**
- Depts. of Aviation, Planning & Community Development, Police, Public Works and Water. **Total: \$1,472,247.76**

2. **Fifth Third Bank – Payment of Voucher** – to cover unanticipated year-end expenditures – Dept. of Fire. **\$27,517.98**
3. **HistoryWorks, LLC – Service Agreement** – to continue to provide professional services required by the Ohio State Preservation Office as mitigation for the abatement of nuisances within historic districts and provide historic documentation services – Dept. of Planning & Community Development. **\$20,000.00**
(Thru 1/31/19)
4. **Montgomery County Public Defender Commission – Service Agreement** – for Indigent Defense Services in Dayton Municipal Court – Dept. of Planning & Community Development. **\$57,400.00**
5. **Weston Solutions, Inc. – Contract Modification** – for professional environmental services in support of the Tech Town redevelopment – Dept. of Economic Development. **\$300,000.00**
(Thru 6/30/17)

E. Other – Contributions, Etc.:

6. **NAACP – Other** – for the 2017 annual contribution – The City Commission Office. **\$3,500.00**
7. **Sister City Foundation – Other** – for the 2017 annual contribution – The City Commission Office. **\$13,000.00**

IV. LEGISLATION:

Emergency Resolution – Second Reading:

8. **No. 6234-17** Authorizing the Submission of an Application for Funding Consideration by the Ohio Environmental Protection Agency Under the Scrap Tire Grant Program, and Declaring an Emergency.

Informal Resolution:

9. **No. 929-17** Declaring the City of Dayton Be a Compassionate City, Affirming the Charter for Compassion, Declaring Dayton to be a Participant in the Ten-Year Compassionate City Campaign, and Declaring April to be “Compassionate Action Month” in Dayton.

V. PLANNING ACTION

A. PUBLIC HEARING:

***** First Public Hearing - 2017 Annual Appropriation**

VI. MISCELLANEOUS:

ORDINANCE NO. 31548-17

RESOLUTION NO. 6235-17

IMPROVEMENT RESOLUTION NO. 3598-17

INFORMAL RESOLUTION NO. 930-17



City Manager's Report

1.

From **5530 - CS/Purchasing**

Date **January 25, 2017**

Expense Type **Purchase Order**

Total Amount **\$1,472,247.76**

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

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

Description

AVIATION

(A1) P1700024 – THE PLANT DETAIL, HAMILTON, OH

- Service, labor, supplies, materials and equipment for interior plantscaping, as needed through 12/31/2017.
- These services, supplies and equipment are required to maintain and care for interior plantscaping at the Dayton International and Wright Brothers Airports.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 14029J, with pricing through 12/31/2017.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Maintenance of Facilities	51000-3220-1172-43	\$20,000.00

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

PLANNING(B1) P1700431 – ROBERT HALF INTERNATIONAL, DAYTON, OH

- Temporary staffing services, as needed through 6/30/2017.
- These services are required to maintain customer support staffing related to the REAP/Lot Links program.
- Rates are in accordance with negotiated price agreement with firm pricing through 12/31/2017.
- Robert Half International qualifies as a Dayton local entity.
- The Department of Planning recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	26205-2390-1159-31	\$30,000.00
2017	Other Professional Services	10000-2380-1159-51	\$5,000.00

POLICE(C1) P1700427 – SENTRY, INC., LEBANON, OH

- Armed security services, as needed through 12/31/2017.
- These services are required to monitor and ensure the security of the Safety Building.
- Twenty-five possible bidders were solicited and five bids were received.
- Multiple suppliers are recommended to ensure the best value for the City through selection of the low and best bids for individual line items. The order with the other supplier did not require City Commission approval.
- This order establishes a price agreement with pricing through 12/31/2020.
- The Department of Police recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Security Services	10000-6210-1157-71	\$60,000.00
2018	Security Services	10000-6210-1157-71	\$60,000.00
2019	Security Services	10000-6210-1157-71	\$60,000.00
2020	Security Services	10000-6210-1157-71	\$60,000.00

(C2) P1700430 – VANCE OUTDOORS, INC., COLUMBUS, OH

- Standard issue Police equipment and accessories for the upcoming recruit classes.
- These goods are required for the 106th and 107th Dayton Police Recruit classes.
- Fifteen possible bidders were solicited and six bids were received. Multiple suppliers are recommended for award to ensure best pricing. This order establishes a price agreement through 3/31/2020.
- The Department of Police recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	10000-6221-1301-71	\$13,429.44
2018	Supplies and Materials	10000-6221-1301-71	\$13,500.00
2019	Supplies and Materials	10000-6221-1301-71	\$13,500.00

PUBLIC WORKS – STREET MAINTENANCE(D1) P1700389 – ICE B GONE MAGIC OF DAYTON LLC, DAYTON, OH

- Snow and de-icing brine, as needed through 12/31/2017.
- These goods are required to maintain safe, navigable roadways during winter months.
- Ice B Gone Magic of Dayton LLC is the sole distributor of this deicing liquid, therefore rates were negotiated.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	21100-6430-1301-54	\$18,900.00

PUBLIC WORKS – WASTE COLLECTION(D2) P1700391 – McNEILUS TRUCK & MANUFACTURING COMPANY, GAHANNA, OH

- Two (2) Compressed Natural Gas (CNG) front-load refuse collection trucks and two (2) Compressed Natural Gas (CNG) rear-load refuse collection trucks.
- This equipment is required to maintain daily operations of the Division of Waste Collection.
- Rates are in accordance with the City of Dayton's existing price agreement RFP 15040U, with pricing through 7/31/2020.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Motorized Equipment	49602-6440-1412-32	\$1,069,186.00

WATER – WATER SUPPLY AND TREATMENT(E1) P1700432 – AGILENT TECHNOLOGIES, INC., WILMINGTON, DE

- One year maintenance agreement, including parts, for laboratory analytical equipment (ICP-OES 710/715 system).
- These services are required to analyze inorganics in water.
- Agilent Technologies, Inc. is the original equipment manufacturer (OEM), the sole source of this proprietary maintenance agreement and is recommended for award to ensure compatibility and integration with existing systems, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Maintenance Agreements	53000-3430-1166-54	\$18,732.32

WATER – WATER SUPPLY AND TREATMENT (continued)(E2) P1700406 – ARGUS GROUP HOLDINGS LLC dba ARGUS SEELAUS, MIAMISBURG, OH

- Safety supplies, as needed through 12/31/2017.
- These goods are required to maintain employee and public health and safety.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16052N, with firm pricing through 7/31/2020.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	\$15,000.00

(E3) P1700429 – LOWE'S, HUBER HEIGHTS, OH

- Building supplies, tools and related items, as needed through 12/31/2017.
- These products are required for the maintenance of various Water Supply and Treatment facilities.
- Lowe's is recommended based upon assortment of stocked items and proximity.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	\$15,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: Armed Security Guards
 Dept./Div.: Police / Office of Chief of Police / Strategic Planning
 Requisition No.: 003DP7

IFB 17005JL

BIDDER NAME & STREET ADDRESS:		No.:	1	2	3	4	5
			Merchant Security Services of Dayton	National Alliance Security Agency, Inc.	Andy Frain Services	Vescom Corporation	Sentry, Inc.
CITY:			Dayton OH 45410	Dayton OH 45415	Cincinnati OH 45202	Savannah GA 31406	Labanon OH 45036
STATE & ZIP:							
Recommended for Award							
QUALIFIES FOR LOCAL PREFERENCE?			YES	Yes	NO	NO	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO	NO	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS							
Armed Security Guards							
1	Armed Security to Guard Prisoners in Hospital Care						
	Rate Per Hour, Per Guard (Through 12/31/2017)	per hour	\$20.00	\$21.33	\$25.00	\$16.44	\$30.00
	Rate Per Hour, Per Guard (1/1/2018 Through 12/31/2018)	per hour	\$20.60	\$21.96	\$27.50	\$16.67	\$30.00
	Rate Per Hour, Per Guard (1/1/2019 Through 12/31/2019)	per hour	\$21.21	\$22.62	\$30.00	\$16.90	\$30.00
	Rate Per Hour, Per Guard (1/1/2020 Through 12/31/2020)	per hour	\$21.84	\$23.30	\$32.50	\$17.14	\$30.00
2	Armed Security at Safety Building						
	Rate Per Hour, Per Guard (Through 12/31/2017)	per hour	\$17.86	\$15.16	\$21.50	\$15.69	\$13.85
	Rate Per Hour, Per Guard (1/1/2018 Through 12/31/2018)	per hour	\$18.39	\$16.08	\$22.75	\$15.91	\$13.90
	Rate Per Hour, Per Guard (1/1/2019 Through 12/31/2019)	per hour	\$18.94	\$16.56	\$23.75	\$16.14	\$13.95
	Rate Per Hour, Per Guard (1/1/2020 Through 12/31/2020)	per hour	\$19.50	\$17.06	\$25.00	\$16.36	\$14.00
TERMS:			NET 30	NET 30	NET 30	NET 30	NET 30
F.O.B.:			DEST	DEST	DEST	DEST	DEST
DELIVERY:							

* = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | | | |
|--|--|--|--|--|
| 1. 1st Advance Security & Investigation
Dayton OH | 6. Moonlight Security Inc.
Dayton OH | 10. Sonitrol of SW Ohio
Dayton OH | 14. US Security Associates, Inc.
Vandalia OH | 18. International Protection Group I
New York NY |
| 2. AJG Guard Services
Dayton OH | 7. Ohio Entertainment Security Inc.
South Vienna OH | 11. Icon Investigations & Security
Cleveland OH | 15. Diamond Detective Agency, Inc
Louisville KY | 19. Allied Barton Security Services
Cincinnati OH |
| 3. BSI Security Services Inc.
Dayton OH | 8. Peak Security Services
Dayton OH | 12. Cal Crim, Inc.
Cincinnati OH | 16. DK Security
Grand Rapids MI | 20. Veterans Security Company
Cincinnati OH |
| 4. Cirrus Concepts Consulting, Inc.
Dayton OH | 9. Securitas Security Services
Dayton OH | 13. Continental Secret Service Bureau, Inc.
Toledo OH | 17. Wilo Security
Columbus OH | |
| 5. Labor Works Dayton LLC
Dayton OH | | | | |

MEMORANDUM



January 9, 2017

TO: Lieutenant Colonel Mark E. Ecton

FROM: Lieutenant Matthew L. Dickey

A handwritten signature in black ink, appearing to read "M. L. Dickey".

SUBJECT: IFB 17005JL – Armed Security Guards

Sir,

The bids and tabulations in the above matter have been reviewed. All bids were found to meet parameters set forth in the request for bids. Due to this compliance it is recommended that the contracts be awarded based upon the lowest bid as follows:

- Security to Guard Prisoners in Hospital Care – Vescom Corporation
- Armed Security at Safety Building - Sentry, Inc

Both of these companies maintain a local office and are currently providing services to other clients inside the corporate limits of the City of Dayton. A copy of the bid tabulation is being forwarded with this memo.

MLD/jmh

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: POLICE EQUIPMENT AND LEATHER GEAR
 Dept./Div.: POLICE
 Requisition No.: Various

IFB No.: S16062
 Bids Opened: 11:00 A.M., 12/29/2016

BIDDER NAME & STREET ADDRESS:		No. 1 A. E. DAVID		2 DND Uniforms, Inc.		3 Galls LLC		4 Kiesler Police Supply, Inc.		5 Standard Law Enforcement Supply Co.		6 Vance's Law Enforcement Sales			
CITY: DAYTON OH 45404		DAYTON OH 45404		DAYTON OH 45402		Lexington KY 40505		Jeffersonville IN 47130		Columbus OH 43224		Columbus OH 43224			
Recommended for Award		YES		YES		NO		NO		NO		NO			
QUALIFIES FOR LOCAL PREFERENCE?		NO		NO		NO		NO		NO		NO			
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO		NO			
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO		NO			
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS															
Police Uniforms and Related Items															
1	Rechargeable Flashlight - Streamlight Stinger	48	Each	\$141.50	\$6,792.00	\$125.94	\$6,045.12	\$100.00	\$4,800.00	\$111.65	\$5,359.20	\$110.00	\$5,280.00	\$138.74	\$6,659.52
2	Asp 21" Sidebreak Scabbard - model # 52432	48	Each	\$32.90	\$1,579.20	\$35.58	\$1,707.84	\$33.50	\$1,608.00	no bid		\$28.00	\$1,344.00	\$27.80	\$1,334.40
3	RIPP Hobble Restraint RIH - 100, brass snap ring	48	Each	\$14.90	\$715.20	\$15.28	\$733.44	\$18.00	\$864.00	no bid		\$14.00	\$672.00	no bid	
4	RIPP Hobble Holster RIHH-100	48	Each	\$14.90	\$715.20	\$15.28	\$733.44	\$18.00	\$864.00	no bid		\$14.00	\$672.00	no bid	
5	Sabre Red Crossfire MK-2 Stream #52CFT1010	48	Each	\$11.15	\$535.20	\$12.93	\$620.64	\$13.00	\$624.00	\$9.40	\$451.20	\$10.00	\$480.00	\$7.73	\$371.04
6	Sabre INERT Crossfire MK-2 #50CFT10	192	Each	\$9.55	\$1,833.60	\$10.12	\$1,943.04	\$12.00	\$2,304.00	\$8.10	\$1,555.20	\$8.50	\$1,632.00	\$6.65	\$1,276.80
7	Safariland 38-4-22HS, plain black with hidden snaps	48	Each	\$23.90	\$1,147.20	\$25.10	\$1,204.80	\$29.50	\$1,416.00	no bid		\$20.00	\$960.00	\$19.45	\$933.60
8	Stallion Leather Streamlight Stinger # sk-ds-4	48	Each	\$19.92	\$956.16	\$20.94	\$1,005.12	\$29.00	\$1,392.00	no bid		\$18.50	\$888.00	no bid	
9	Streamlight TLR-1 HL	48	Each	\$121.75	\$5,844.00	\$119.63	\$5,742.24	\$130.00	\$6,240.00	\$107.77	\$5,172.96	\$115.00	\$5,520.00	\$115.64	\$5,550.72
10	HCC PWBS-1 Whistle, black	48	Each	\$1.19	\$57.12	\$1.39	\$66.72	\$1.15	\$55.20	no bid		\$8.00	\$384.00	no bid	
11	Safariland 90H-2HS, top flap, plain black, hidden snap	48	Each	\$23.90	\$1,147.20	\$24.19	\$1,161.12	\$27.50	\$1,320.00	no bid		\$20.00	\$960.00	\$17.77	\$852.96
12	Safariland 87 Duty Belt, nickel button, plain black size 28 - 44 size 28 - 48 size 46 - 52 size 48 - 50	48	Each	\$53.50 \$59.99		\$56.55 \$59.97		\$69.00 \$69.00 \$69.00 \$69.00		no bid no bid no bid no bid		\$46.50 \$46.50 \$46.50 \$46.50		\$45.84 \$45.84 \$45.84 \$45.84	
13	Safariland 65-4-2PBL-50 Belt Keeper, 4 pack	48	Each	\$10.69	\$513.12	\$12.93	\$620.64	\$21.00	\$1,008.00	no bid		\$8.50	\$408.00	\$8.05	\$386.40
14	ASP Model 52411, 21" Friction Loc Baton	48	Each	\$81.91	\$3,931.68	\$89.83	\$4,311.84	\$96.50	\$4,632.00	no bid		\$76.00	\$3,648.00	\$71.13	\$3,414.24
15	Safariland model 33-2V Surgical Glove Pouch	48	Each	\$14.85	\$712.80	\$16.29	\$781.92	\$16.50	\$792.00	no bid		\$12.50	\$600.00	\$12.08	\$579.84
16	Safariland handcuff key, model HK-10	48	Each	\$4.96	\$238.08	\$5.32	\$255.36	\$4.50	\$216.00	no bid		\$3.00	\$144.00	\$2.77	\$132.96
17	Peerless model 801C, hinged handcuffs	48	Each	\$29.96	\$1,438.08	\$31.98	\$1,535.04	no bid	no bid	\$27.69	\$1,329.12	\$28.50	\$1,368.00	no bid	
18	Safariland 170-2PBL Silent Key Ring Holder	48	Each	\$17.69	\$849.12	\$19.97	\$958.56	\$25.00	\$1,200.00	no bid		\$16.00	\$768.00	\$15.42	\$740.16
19	Safariland Retention Holster, #6360-3832-81	48	Each	\$116.90	\$5,611.20	\$122.87	\$5,897.76	\$175.00	\$8,400.00	no bid		\$146.00	\$7,008.00	\$123.44	\$5,925.12
20	Safariland Double Magazine Pouch #77-383-2HS	48	Each	\$27.99	\$1,343.52	\$30.98	\$1,487.04	\$32.00	\$1,536.00	no bid		\$25.50	\$1,224.00	\$25.14	\$1,206.72
21	Military Police Riot Face Shield	48	Each	\$69.59	\$3,340.32	\$84.99	\$4,079.52	\$345.50	\$16,584.00	\$68.06	\$3,266.88	\$62.00	\$2,976.00	no bid	
	Discount off list pricing for related items not listed herein			2%		10%		0%		0%		30%		10%	
	Firm Price Agreement Through 03/31/2018 YES / NO			YES		YES		YES		YES		NO		NO	
	If NO, for how long?											12/31/2017		12/31/2017	
	Options to renew for additional 12-months April 1, 2018 through March 31, 2019			NO		NO		NO		NO		NO		NO	
	Maximum Percentage of Increase			3%		3%		5%		5%		2%			

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: POLICE EQUIPMENT AND LEATHER GEAR

Dept./Div.: POLICE

Requisition No.: Various

IFB No.: S16062

Bids Opened: 11:00 A.M.: 12/29/2016

BIDDER NAME & STREET ADDRESS:			1 A. E. DAVID		2 D N D Uniforms, Inc.		3 Galls LLC		4 Kiesler Police Supply, Inc.		5 Standard Law Enforcement Supply Co.		6 Vance's Law Enforcement Sales		
CITY:			DAYTON OH 45404		DAYTON OH 45402		Lexington KY 40505		Jeffersonville IN 47130		Columbus OH 43224		Columbus OH 43224		
STATE & ZIP:			OH 45404		OH 45402		KY 40505		IN 47130		OH 43224		OH 43224		
Recommended for Award			YES		YES		NO		NO		NO		NO		
QUALIFIES FOR LOCAL PREFERENCE?			NO		NO		NO		NO		NO		NO		
QUALIFIES FOR CERTIFIED PREFERENCE?			NO		NO		NO		NO		NO		NO		
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO		NO		NO		NO		NO		NO		
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
	Options to renew for additional 12-months April 1, 2019 through March 31, 2020 Maximum Percentage of increase			NO 6%		NO 3%		NO 10%		NO 8%		NO 2%		NO	
TERMS:			Net 30		Net 30		Net 30		Net 30		Net 30		Net 30		
FOB:			DEST		DEST		DEST		DEST		DEST		DEST		
DELIVERY:			30 DAYS ARO		30 DAYS ARO		15-30 DAYS ARO		30 DAYS ARO		25 DAYS ARO		60 DAYS ARO		

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|---|---|
| 1. Emm Black's Distributor (DL,SB,MBE,SBE)
Dayton OH 45417 | 5. Logos @ Work (DL)
Dayton, OH 45402 | 9. LA Police Gear
Valencia, CA 91355 |
| 2. Aramark (DL)
Dayton, OH 45404 | 6. Cintas (DL)
Dayton, OH 45404 | |
| 3. Lawmen's and Shooters' Supply, Inc.
Vero Beach, FL 32968 | 7. Uniforms and Accessorist Warehouse
Chatsworth, CA 91311 | |
| 4. Unifirst Corporation
Franklin OH 45005 | 8. Morgan Services
Dayton, OH 45404 | |



City Manager's Report

2.

From **6330 - Fire/Supt Services & Res Mgt**

Date **January 25, 2017**

Expense Type **Payment of Voucher**

Supplier, Vendor, Company, Individual

Total Amount **\$27,517.98**

Name **Fifth Third Bank**

Address **110 N. Main St., Dayton, OH 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000 6330 1172-71	\$357.23
General Fund	10000 6330-1221-71	\$399.42

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

Description

Encumbrance Authorization for 2016 Procurement Card Purchases

The Department of Fire requests the City Commission's approval for 2016 purchases that exceeded the Procurement Card budget authorization due to unanticipated year-end purchases. 2016 P-Card expenditures exceeded the requested P-Card encumbrance authority.

The Department of Fire is requesting an authorization of \$27,517.98 to cover the excess P-Card expenditures.

The employee failed to ensure we had adequate encumbrance to cover the December Pcard balance. This is the employee's first occurrence of this nature; therefore, the employee will receive a written reprimand and a backup Pcard administrator has been established to prevent a reoccurrence.

Fund Source (s)	Fund Code (s)	Fund Amount (s)
General Fund	10000-6330-1301-71	\$6,524.33
General Fund	10000-6330-1301-71	\$465.62
General Fund	10000-6330-1301-72	\$1,174.00
General Fund	10000-6340-1159-71	\$549.02
General Fund	10000-6340-1301-71	\$2,525.51
General Fund	10000-6340-1301-73	\$3.05
General Fund	10000-6340-1301-75	\$3,943.84
Fire Fleet Mgt	67000-6330-1167-71	\$3,029.32
Fire Fleet Mgt	67000-6330-1301-71	\$8,546.64
TOTAL		\$27,517.98

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

①

CF17-0084

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	
Expiration Date	
Original Commission Approval	\$ 27,517.98
Initial Encumbrance	\$ 27,517.98
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: <u>\$ 357.23</u> Fund Code <u>10000 - 6330 - 1172 - 71 - FIR320 - 1</u> <small style="display: flex; justify-content: space-between; font-size: 8pt;"> Fund Org Acct Prog Act Loc </small>	Amount: <u>\$ 399.42</u> Fund Code <u>10000 - 6330 - 1221 - 71 - FIR320 - 2</u> <small style="display: flex; justify-content: space-between; font-size: 8pt;"> Fund Org Acct Prog Act Loc </small>
Amount: <u>\$ 6,524.33</u> Fund Code <u>10000 - 6330 - 1301 - 71 - FIR320 - 3</u> <small style="display: flex; justify-content: space-between; font-size: 8pt;"> Fund Org Acct Prog Act Loc </small>	Amount: <u>\$ 465.62</u> Fund Code <u>10000 - 6330 - 1301 - 71 - FIR330 - 4</u> <small style="display: flex; justify-content: space-between; font-size: 8pt;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: Fifth Third Bank
 Vendor Address: 110 N. Main St Dayton OH 45402

Street City State Zipcode + 4

 Federal ID: 31-0676845
 Commodity Code: 94635
 Purpose: To establish encumbrance authority to pay December 2016 P-Card transactions - CP160023

Contact Person: Frank K. Ghand 4507 Fire Department 1/18/2017

Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:

1-18-17
Date

CF Prepared by:

1/18/17
Date

CF17-0084
CF/CT Number

VET

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract Renewal Contract X Change Order

Contract Start Date	
Expiration Date	
Original Commission Approval	\$ 27,517.98
Initial Encumbrance	\$ 27,517.98
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> </u> \$ 3,943.84	Amount: <u> </u> \$ 3,029.32
Fund Code <u>10000</u> <u>6340</u> <u>1301</u> - <u>75</u> - <u> </u> - <u>9</u>	Fund Code <u>67000</u> <u>6330</u> - <u>1167</u> - <u>71</u> - <u> </u> - <u>10</u>
Fund Org Acct Prog Act Loc	Fund Org Acct Prog Act Loc
Amount: <u> </u> \$ 8,546.64	Amount: <u> </u>
Fund Code <u>67000</u> - <u>6330</u> - <u>1301</u> - <u>71</u> - <u> </u> - <u>11</u>	Fund Code <u> </u> - <u> </u>
Fund Org Acct Prog Act Loc	Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: Fifth Third Bank

Vendor Address: 110 N. Main St Dayton OH 45402

Street City State Zipcode + 4

Federal ID: 31-0854433

Commodity Code:

Purpose: To establish encumbrance authority to pay December 2016 P-Card transactions - CP160023

Contact Person: Frank K. Ghand 4507 Fire Department 1/18/2017

Department/Division Date

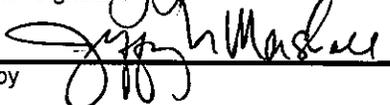
Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 

1/18/17
Date

CF Prepared by: 

1/18/17
Date

CF17-0084
CF/CT Number

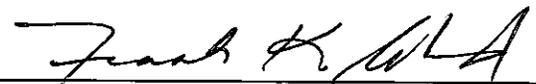
REQUEST FOR PAYMENT PROCUREMENT CARD

Current Date: 1/19/17 Statement Date: 12/27/16

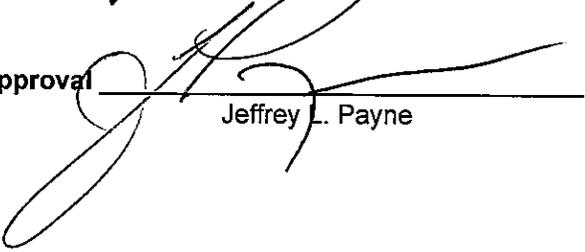
Payment to: Federal ID# 310854433

Name: Fifth Third Bank
Address: 110 N. Main St.
Dayton, OH 45402

CF#/TR#	Seq#	Fund Codes	Approved Amount	2016 Payment	2017 Payment
CP160023	1	10000-6310-1111-71	97.44	97.44	0.00
	4	10000-6330-1172-71-FIR320 ✓	726.42	369.19	357.23
	5	10000-6330-1221-71-FIR320 ✓	426.96	27.54	399.42
	7	10000-6330-1301-71-FIR320 ✓	6,732.73	208.40	6,524.33
	8	10000-6330-1301-71-FIR330 ✓	483.98	18.36	465.62
	9	10000-6330-1301-72 ✓	1,567.05	393.05	1,174.00
	10	10000-6340-1159-71-FIR410 ✓	549.53	0.51	549.02
	11	10000-6340-1301-71-FIR410 ✓	2,691.28	165.77	2,525.51
	12	10000-6340-1301-73 ✓	8.42	5.37	3.05
	13	10000-6340-1301-75 ✓	4,025.06	81.22	3,943.84
	15	67000-6330-1159-71 ✓	68.25	68.25	0.00
	16	67000-6330-1167-71 ✓	3,802.87	773.55	3,029.32
	18	67000-6330-1301-71 ✓	11,151.47	2,604.83	8,546.64
	19	67000-6330-1162-71 ✓	555.25	555.25	0.00
Total Approved Amount:			32,886.71	5,368.73	27,517.98

Controller Approval 
Frank K. Ghand

Dept. Admin. Approval 
Jeffrey L. Lykins

Dept. Director Approval 
Jeffrey L. Payne

MEMORANDUM



January 18, 2017

TO: Shelley Dickstein
City Manager

FROM: Jeffrey L. Payne
Director and Chief
Department of Fire

SUBJECT: P-Card Encumbrance Authorization

The Department of Fire (DFD) has made an accounting error by not requesting adequate encumbrance authority to cover the Department's annual Procurement Card purchases. Throughout 2016, the DFD has stayed within the budget and encumbrance authority and has requested encumbrance increases when needed.

The final year-end P-Card encumbrance adjustment did not occur resulting in the total annual expenditures exceeding the total encumbrance authority by \$20,518.81. By the end of 2016, DFD had a P-Card encumbrance authorization of \$434,800.00. Total expenditures came to \$455,381.81.

Since budgetary control is determined at the line item level, DFD is requesting City Commission approval of \$27,517.98 to offset only the line items that have negative balances. This accounting error did not result in the DFD exceeding its overall budget.

To ensure that this year-end deficit spending issue does not occur again, monitoring of P-Card expenditures and available line item balances will be intensified, backup support staff will be directly involved in the monthly P-Card payment requests to the Department of Finance. The DFD will also research the possibility of utilizing additional Purchase Orders to procure future goods and services.

Attachments



City Manager's Report

3.

From **2340 - Planning & CD / Land Use Administration**

Date **January 25, 2017**

Expense Type **Service Agreement**

Total Amount **\$20,000.00 (through 1/31/19)**

Supplier, Vendor, Company, Individual

Name **HistoryWorks, LLC**

Address **10126 Crosier Lane
Blue Ash, OH 45242**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Housing & Neighborhood Dev.- Planning	26205-2390-1159-31	\$20,000.00

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

Description

Third Amendment to HistoryWorks Agreement

The Department of Planning and Community Development is requesting approval of the Third Amendment to an Agreement with HistoryWorks LLC. HistoryWorks will continue to provide professional services required by the Ohio State Preservation Office as mitigation for the abatement of nuisances within historic districts. HistoryWorks will also provide historic documentation services for the nomination of historic buildings and districts to the National Register of Historic Places in pursuit of historic tax credits.

The original Agreement was approved on May 12, 2011 for \$30,000.00; the First Amendment was approved on December 13, 2012 for an additional \$10,000.00; the Second Amendment was approved on February 2, 2015 for an additional \$15,000.00.

This Third Amendment extends the expiration date to January 31, 2019 and adds \$20,000.00 to the contract and shall commence upon execution by the City, bringing the total amount in the contract to \$75,000.00.

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

A Certificate of Funds is attached.

Signatures/Approval

Division _____

Approved by City Commission

Department _____

Clerk _____

City Manager _____

Date _____

CERTIFICATE OF FUNDS

CT17-0090

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	05/04/11
Expiration Date	01/31/19
Original Commission Approval	\$ 55,000.00
Initial Encumbrance	\$ 55,000.00
Remaining Commission Approval	\$ -
Original CT/CF	CT-170090
Increase Encumbrance	\$ 20,000.00
Decrease Encumbrance	\$ 20,000.00
Remaining Commission Approval	\$ -

Required Documentation

<u> x </u>	Initial City Manager's Report
<u> x </u>	Initial Certificate of Funds
<u> x </u>	Initial Agreement/Contract
<u> x </u>	Copy of City Manager's Report
<u> x </u>	Copy of Original Certificate of Funds

Amount: \$ 20,000.00 Fund Code <u>26205 - 2390 - 1159 - 31 - XXXX XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: HistoryWorks, LLC

Vendor Address: 10126 Crosier Lane Blue Ash OH 45242-5721
Street City State Zip code + 4

Federal ID: 270-14-0011

Commodity Code: 906-48

Purpose: **To provide the Department and Planning Community Development professional services for historic documentation services as required by the Ohio State Preservation Office as mitigation for the abatement of nuisances within historic districts, as well as historic documentation services for the nomination of historic buildings and districts to the National Register of Historic Places in pursuit of historic tax credits. Prior year Certificate of Funds issued were: CT-11-0090 [4-18-2011]; CT-12-0090 [3-29-2012]; First Amendment CT-13-0090 [11-21-2012]; and Second Amendment CT-15-0090 [1-12-2015]. We are requesting this new Certificate of Funds number be CT-17-0090.**

Contact Person: Tony Kroeger x3673 Planning & Community Development 1/12/2017
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 1.12.17 _____
Date Date CF/CT Number

CF Prepared by: _____

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HISTORYWORKS LLC.**

THIS AMENDMENT, dated this _____ day of _____, 20_____, is between the CITY OF DAYTON, OHIO (“City”) and HISTORYWORKS, LLC (“Consultant”).

WHEREAS, On May 4, 2011, the Commission of the City of Dayton approved an Agreement between the City and the Consultant to provide professional services for historic documentation as needed to fulfill Memorandums of Agreement between the City of Dayton and the State of Ohio Preservation Office to provide documentation to mitigate the removal of historically significant structures and as well as to provide historic research services as needed; and

WHEREAS, On December 13, 2012, the contract was extended to January 31, 2015, and an additional TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) was allocated to it; and

WHEREAS, On February 2, 2015, the contract was extended to January 31, 2017, and an additional FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) was allocated to it.

WHEREAS, City and Consultant agree that it is desirable to amend the Agreement to extend its terms until January 31, 2019, and allocate an additional TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) in order to continue to provide the services outlined in the Agreement.

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

1. Article III of the Agreement, titled “Term and Performance,” is hereby deleted in its entirety and replaced with the following:

The Agreement shall commence upon execution by the City and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on January 31, 2019.

2. Section IV of the Agreement, titled “Payment” is hereby deleted in its entirety and replaced with the following:

Total amount of remuneration in this Agreement shall not exceed SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) for all services to be provided by the Consultant.

Total payment for completion of all components of a Memorandum of Agreement for one individual structure shall be a minimum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$2,250.00) and a maximum of THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) for all services related to that particular structure. The exact amount will depend on the size, historical significance, and complexity of the subject structure.

For historic research services outside of Memorandums of Agreement, a fixed fee rate of THIRTY-EIGHT DOLLARS AND ZERO CENTS per hour (\$38.00/hr) shall be applied.

Payments to the consultant shall be based upon submissions of invoices to be transmitted upon receipt of completed documentation for each structure. All invoices shall state the subject property, list the total amount requested, contain a description of the services actually provided for each task during the invoice period and a detailed statement of the number of hours expended by each type of personnel involved in the performance of such services. Consultant shall also submit, upon request by the City, such other supporting documentation and information to substantiate the invoice amount. The City will remit payment to the Consultant within thirty (30) days from the City's receipt of the invoice and verification that the service(s) were actually performed.

3. Except as modified by this Amendment, the Agreement between the City and Consultant remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, each by a duly authorized representative, have caused this Third Amendment to be executed as of the date set forth above.

THE CITY OF DAYTON, OHIO

HISTORYWORKS, LLC

City Manager

By: *Shanchari*
Title: PRINCIPAL

**APPROVED AS TO FORM AND
CORRECTNESS:**

Robert R. ...
City Attorney

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

_____, 2017

Min./Bk. _____ Page _____

Clerk of the Commission



City Manager's Report

4.

From **2380 - Planning & CD Director**

Date **January 25, 2017**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$57,400.00**

Name **Montgomery County Public Defender Commission**

Address **The Reibold Building
117 South Main Street, 4th Floor
Dayton, Ohio 45422**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 General Operating Fund	10000-2380-1271-22	\$57,400.00

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

Description

Agreement for Indigent Defense Services in Dayton Municipal Court

The Department of Planning and Community Development (P&CD) is requesting approval to pay monthly invoices from the Montgomery County Public Defender Commission. The Public Defender Commission will provide legal representation to indigent adults charged with a violation of a City of Dayton Ordinance or an Ordinance of a Municipal Corporation for which the penalty or possible adjudication includes the potential loss of liberty.

The City of Dayton allocated \$57,400.00 for contractual legal council services provided by the Montgomery County Public Defender Commission. Staffs from P&CD, the City Prosecutor's Office, the City Law Department, the Dayton Municipal Courts and the Montgomery County Public Defender's Office worked together and successfully finalized this Agreement. The 2017 cost for each new case is now \$212.19, a 2.5% increase or \$5.18 over the 2016 new case cost of \$207.01.

This Agreement shall begin upon execution and expires on December 31, 2017. This Agreement may be renewed for additional one-year terms upon the agreement of each entity and the proper appropriation of funding for the new year.

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

A Certificate of Funds in the amount of \$57,400.00 and a copy of the Agreement are attached.

Signatures/Approval

Division

Approved by City Commission

Department

Clerk

City Manager

Date

CERTIFICATE OF FUNDS

CT17-0302

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

XX New Contract

_____ Renewal Contract

_____ Change Order:

Contract Start Date	01/01/17
Expiration Date	12/31/17
Original Commission Approval	\$ 57,400.00
Initial Encumbrance	\$ 57,400.00
Remaining Commission Approval	\$ -
Original CT/CF	15-0302 & 16-0302
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

<u>X</u>	Initial City Manager's Report
<u>X</u>	Initial Certificate of Funds
<u>X</u>	Initial Agreement/Contract
_____	Copy of City Manager's Report
_____	Copy of Original Certificate of Funds

Amount: <u>\$ 57,400.00</u> Fund Code <u>10000 - 2380 - 1271 - 22 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Montgomery County Public Defender Commission / Montgomery County Public Defender Office

Vendor Address: The Reibold Building, 117 South Main Street, 4th floor, Dayton, Ohio 45422
Street City State Zip code + 4

Federal ID: 31-6000172

Commodity Code: 961-50

Purpose: This Agreement will continue payments to the Montgomery County Public Defender Commission to provide legal counsel to indigent persons charged with a violation of a City of Dayton Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. All legal counsel services and expenses will be provided to indigent adults beginning January 1, 2017 through December 31, 2017. **Prior year Agreement Certificate of Fund numbers were: 2012 (CT# 12-0302); 2013 (CT#13-0302); 2014 (CT#14-0302); 2015 (CT#15-0302); and 2016 (CT#16-0302). We are requesting this Agreement's new Certificate of Funds number be 17-0302.**

Contact Person: J. Michael Henderson Planning & Community Development 1/5/2017
Department/Division Date

Originating Department Director's Signature: *[Signature]*

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: *[Signature]* 1-12-17 _____
Date Date CF/CT Number

CF Prepared by: *[Signature]* 1/12/17 CT17-0302
Date Date CF/CT Number

SA 1-11-17
READD

AGREEMENT FOR INDIGENT DEFENSE SERVICES IN DAYTON MUNICIPAL COURT

This Agreement is entered into by and between the Montgomery County Public Defender Commission and the Montgomery County Public Defender Office, with a mailing address of 117 South Main Street, 4th Floor, Dayton, Ohio 45422, (hereinafter referred to as the "COUNTY"), and the city of Dayton, with a mailing address of 101 West Third Street, Dayton, Ohio 45402 (hereinafter referred to as the "CITY").

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

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

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

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

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

1. REPRESENTATION

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

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

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

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

2. COMPENSATION

- 2.1 CITY agrees to pay the COUNTY as follows:

- A. The City will pay the Public Defender the sum of \$212.19 (two hundred twelve dollars and nineteen cents) per case for which the Public Defender provides representation;
- B. A case shall be counted as any matter in which the City initially charges an indigent person under a City ordinance for which jail is a possible sentence and for which the Public Defender provides representation past the initial arraignment. Matters that have multiple City ordinance charges under one case number shall be counted as one case. Where a case has both an ordinance charge and an Ohio Revised Code charge, the municipality will be billed for the case whenever the ordinance is the highest degree charge or ties for the highest degree. Matters that are pled and sentenced at the initial arraignment shall be counted as .25 (one quarter) case. Matters that are reopened as the result of revocations, show causes, capiases, or for other reasons shall be counted as .20 (one fifth) case. A 25% discount will be applied to each reopened case for a single defendant that was not consolidated but was scheduled together for all subsequent hearings. There shall be no charge for the appeal of a case;
- C. The Public Defender shall issue a monthly invoice for the prior month's services and the City shall pay said invoice within 30 (thirty) days of receipt of invoice;

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

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

3. DURATION OF CONTRACT AND TERMINATION

3.1 The term of this agreement shall be for one year, January 1, 2017 to December 31, 2017 (OPTIONAL: This contract may be renewed for additional one-year terms upon proper resolution of each entity agreeing to the one-year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215).

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

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

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

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender in a timely manner, the Dayton Municipal Court Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.
- 4.3 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any employee or application for such employment because of the race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a condition of this Agreement as fully and as if specifically rewritten here.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

THE CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS



City Attorney LJB

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

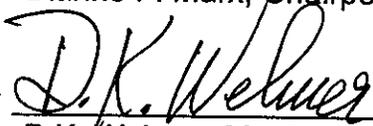
_____, 2017

MIN./BK. _____ PAGE _____

Clerk of the Commission

MONTGOMERY COUNTY PUBLIC DEFENDER COMMISSION

BY: _____
Dianne F. Marx, Chairperson

BY: 

D.K. Wehner, Montgomery County Public Defender

OFFICE OF THE OHIO PUBLIC DEFENDER

BY: _____
Timothy Young, Ohio Public Defender



Law Office of the Public Defender

Montgomery County, Ohio

Montgomery County Public Defender Commission

D. K. Rudy Wehner
Public Defender
Kelli R. Howard
Deputy Public Defender

Dianne F. Marx

Brian D. Weaver

Gary J. Leppla

Robert L. Gresham

Bonnie Beaman Rice

November 14, 2016

Mr. Michael Henderson
Dept of Planning & Community Development
City of Dayton
101 W. Third Street
Dayton, OH 45401

RE: 2017 Public Defender Service Agreement

Dear Mr. Henderson:

Enclosed please find an amended proposed Public Defender Agreement for the upcoming year. At the request of the County Budget Department, we have provided the appropriate contract language for those rare occasions when our office must withdraw from a case due to a conflict of interest.

Upon approval, please return the agreement, and it will be sent to the Ohio Public Defender for final approval. A copy will then be returned to you.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

LAW OFFICE OF
THE PUBLIC DEFENDER

Rudy Wehner
Montgomery County Public Defender

/smp

Enclosure

January 5, 2017

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

FROM: Aaron K. Sorrell, Director
Department of Planning and Community Development

SUBJECT: 2017 Montgomery County Public Defender Commission Agreement

Attached for your review and placement on the January 18, 2017 City Commission calendar is a City Manager's Report for legal representation to indigent adults charged with a violation of a City of Dayton Ordinance or an Ordinance of a Municipal Corporation for which the penalty or any possible adjudication includes the potential lost of liberty. The City of Dayton, between 2010-2016 has allocated \$462,000 for prosecuting cases in Dayton Municipal Court under the Revised Code of General Ordinances. As of November's paid invoice, the total cost incurred for legal services provided to defend indigent adults charged with crimes was over \$315,000 resulting in a savings to the general operating fund of \$147,000.

All entities agreed to an annual flat base fee for new cases (\$212.19) resulting in an increase of \$5.18 over the 2016 cost and a 25% discount for all reopened cases for a single defendant not consolidated, but scheduled together for pretrial and all subsequent hearings. There is currently no charge for the appeal of a case.

The staffs of both the City of Dayton and Montgomery County continue to rely on the assistance of the State of Ohio Public Defender Commission staff for contract language required to receive reimbursements from the State of Ohio Public Defender Commission, pursuant to the Ohio Revised Code, for indigent defense costs.

The Public Defender Commission's Office defends individuals charged with crimes throughout the various courts within Montgomery County. Each jurisdiction reimburses the Public Defender Commission's Office for defense cost when the individual is charged under local ordinances. As an example, Montgomery County is responsible for expenses associated with prosecution of offenses under the State of Ohio law.

January 5, 2017

Memo to Ms. Dickstein

Page 2

Please be advised, upon approval and execution of this professional services agreement by the Dayton City Commission, signatures will be obtained from the Clerk of the City Commission and the City Manager's Office on the original Agreement and three (3) copies. All signed Agreements will then be forwarded to the Montgomery County Public Defender Commission for the chairperson's signature and they will send all signed Agreements to the State of Ohio Public Defender's Office for their signature.

The State of Ohio Public Defender's Office signature of Mr. Timothy Young is required for the City of Dayton to receive reimbursements by the state pursuant to the Ohio Revised Code for indigent defense cost and also in conflict situations where assigned counsel is appointed by the Dayton Municipal Court Judges.

If you have any questions or require additional information, please contact Michael Henderson at extension 3690.

AKS/jmh

Attachments

c: Mses. Doseck, Cook and Murray w/o attachments
Mr. Henderson and File



City Manager's Report

5.

From **2600 - Economic Development**

Date **January 25, 2017**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$300,000.00 thru 6-30-2017**

Name **Weston Solutions, Inc.**

Address **714 East Monument Avenue
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
GM Harrison Radiator Clean-up	28285-2600-1159-41	\$300,000.00

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

Description

The Department of Economic Development requests approval of a Second Amendment to the Professional Services Agreement with Weston Solutions Inc. for professional environmental services in support of the Tech Town redevelopment. The services include environmental remediation, analysis, and reporting as required by the Ohio Environmental Protection Agency and the United States Environmental Protection Agency.

City Commission approved \$3,098,000 on March 28, 2012. Additional time was allocated through a first amendment dated December 15, 2015. This amendment will provide funds needed to continue the ongoing work through the term of the contract.

Weston Solutions, Inc. provides environmental engineering and management services for many public and private entities throughout the state of Ohio and has been an exceptional service provider on various City projects including Tech Town. The services will be provided at a preferred, discounted rate.

The Amended Agreement will terminate June 30, 2017. A new contract is being negotiated for future work.

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

A Certificate of Funds is attached. The source of funds is the General Motors (GM) Trust Agreement for the Tech Town site. The State of Ohio and the U.S. Justice Department designated the funds for Tech Town as part of the GM bankruptcy proceedings.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Environmental Consultant – Tech Town Redevelopment

THIS SECOND AMENDMENT, (“Second Amendment”) is made and entered into between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio, and Weston Solutions, Inc. (“Consultant”), a Pennsylvania corporation and having its principal offices located at 714 East Monument Avenue, Dayton, Ohio 45402.

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with the Consultant on March 28, 2012 enables the Consultant to provide professional services related to the cleanup, demolition, remediation and redevelopment of the project and site known as Tech Town, located in Dayton, Ohio (“Project”); and,

WHEREAS, the City entered into a First Amendment with the Consultant on December 15, 2015; and,

WHEREAS, the City desires additional professional services related to the Project.

NOW, THEREFORE, in order to accommodate the City’s need for additional services, both parties have agreed to amend the Agreement as follows:

1. Article 3, Paragraph 1, Sentence 1 of the Agreement, is deleted in its entirety and replaced with the following:

Total Remuneration in this Agreement shall not exceed Three Million, Three Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$3,398,000.00) for the services provided.

2. Except as amended herein, all other terms and conditions of the Agreement remain unchanged.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

WESTON SOLUTIONS

City Manager

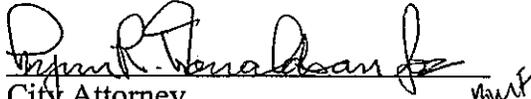
By: _____

Title: _____

Date

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2017

Min./Bk.: _____ Page: _____

Clerk of the Commission



City Manager's Report

6.

From 1200 - Clerk of Commission

Date January 25, 2017

Expense Type Other, (See Description Below)

Total Amount \$3,500.00

Supplier, Vendor, Company, Individual

Name NAACP
Address 1528 West Third Street
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-1200-1231-52	\$3,500.00

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

Description

2017 Contribution

The National Association for the Advancement of Colored People (NAACP) is a community-based agency that assists the community by ensuring the educational, social and economic equality of rights of all persons, and eliminating racial hatred and racial discrimination. The vision is to ensure a society in which all individuals have equal rights and there is no racial hatred or racial discrimination within the community.

The City of Dayton's contribution to the NAACP of (\$3,500.00) will assist with the continued support of the organization, and to allow for various opportunities through the agency for the community.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CF17-0085

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	
Expiration Date	
Original Commission Approval	
Initial Encumbrance	\$ 3,500.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation	
<u> </u> x	Initial City Commission's Report
<u> </u> x	Initial Certificate of Funds
<u> </u>	Initial Agreement/Contract
<u> </u>	
<u> </u>	Copy of City Manager's Report
<u> </u>	Copy of Original Certificate of Funds

Amount: <u> </u> \$ 3,500.00 Fund Code <u>10000</u> - <u>1200</u> - <u>1231</u> - <u>52</u> - <u>XXX</u> - <u>XXXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXX</u> - <u>XXXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="margin-left: 20px;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: NAACP

Vendor Address: 1528 West Third Street Dayton OH 45402
Street City State Zipcode + 4

Federal ID: 31-6077948

Commodity Code: 94635

Purpose: 2017 Annual Contribution

Contact Person: Rashella Lavender City Commission Office 10-Jan-17
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:

CF Prepared by:

Date: 1/19/17 CF17-0085
Date CF/CT Number

SA 1-19-17



City Manager's Report

7.

From 1200 - Clerk of Commission

Date January 25, 2017

Expense Type Other, (See Description Below)

Total Amount \$13,000.00

Supplier, Vendor, Company, Individual

Name Sister City Foundation
Address Attn: Mr. Hunt Brown
3640 Colonel Glenn Highway
Dayton, Ohio 45435

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-1200-1231-52	\$13,000.00

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

Description

2017 Contribution

This payment represents the City of Dayton's financial support of the Dayton Sister City Committee. The payment is being made to the Sister City Foundation, the 501(c) (3) administrative organization for the Committee.

The City of Dayton's contribution to the Sister City Foundation (\$13,000.00) will be used for support of exchange programs and other activities with Dayton Sister Cities of Sarajevo, Bosnia-Herzegovina; Augsburg, Germany; Oiso, Japan; Monrovia, Liberia; and Holon, Israel.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

2nd Reading

6234-17

BY..... NO.....

A RESOLUTION

Authorizing the Submission of an Application for Funding Consideration by the Ohio Environmental Protection Agency Under the Scrap Tire Grant Program, and Declaring an Emergency.

WHEREAS, The Ohio Environmental Protection Agency ("OEPA") provides state funding under the Ohio Revised Code (C. 1502); and,

WHEREAS, OEPA established the Scrap Tire Grant Program to provide funds for the utilization of scrap tire material; and,

WHEREAS, OEPA solicits local municipalities to submit a listing of civil engineering projects utilizing scrap tire material for funding consideration under the Scrap Tire Grant Program; and,

WHEREAS, A component of the City of Dayton's transportation strategy is to ensure a maintained right-of-way environment; and,

WHEREAS, The City of Dayton identified one civil engineering project that may qualify for funding under the Scrap Tire Grant Program; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety and to submit community improvement projects to OEPA by the deadline of February 3, 2017, it is necessary that this Resolution take effect immediately upon its passage; now, therefore,

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

SECTION 1. That the City Manager is authorized to submit a grant application and supporting documents to the Ohio Environmental Protection Agency for funding consideration under the Scrap Tire Grant Program.

SECTION 2. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept grant awards from the Ohio Environmental Protection Agency under the 2017 Scrap Tire Grant Program.

SECTION 3. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure which shall take effect immediately upon its passage.

Adopted by the Commission.....2017

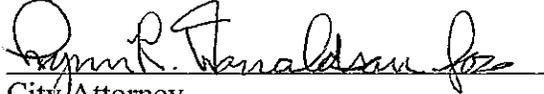
Signed by the Mayor.....2017

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to Form:



City Attorney

SPECIAL CONDITIONS

Applicants must demonstrate that the applicant or sponsor entity will commit a minimum of **one hundred percent (100%)** matching funds, equal to the amount requested in grant funds. The match must be a cash contribution documented line of credit secured from an accredited lending institution, a loan from the banking industry or government agency which is dedicated to the project. The maximum grant period for the Scrap Tire program is 24 months. Applicants sponsoring businesses or non-profit organizations must enter into a contract with that entity to implement the grant-approved activity. Grant funding credit is required for all projects with an acknowledgement of the funding source.

PAYMENT SCHEDULE

Subject to cash availability, grantees will receive an advance grant payment, while the remaining grant balance will be held in reserve to reconcile the grant at closeout.

IMPORTANT DATES

- Oct. 26, 2016 - Application Package posted at www.recycleohio.gov
- Oct. 29, 2015 – Informational Meeting
- Nov. 16, 2016 - Webinar
- Feb. 3, 2017 - Applications due
- April 2017 - Awards announced
- July 1, 2017 - Funding available

CONTACT: Chet Chaney at chet.chaney@epa.ohio.gov, (614) 728-0043, or Marie Barnett at marie.barnett@epa.ohio.gov, (614) 705-1019.

Ohio Environmental Protection Agency
Craig W. Butler, Director

MEMORANDUM



January 4, 2017

TO: Shelley Dickstein
City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works *SF*

SUBJECT: Resolution for Ohio Environmental Protection Agency 2017 Scrap
Tire Grant Application Submittal Project Agreement Amendment

Attached are the original and one copy of a resolution authorizing the City Manager to submit applications to the Ohio Environmental Protection Agency (OEPA) for project funding in the Scrap Tire Grant program for 2017. The resolution is required to be approved by the Dayton City Commission and included with the application, which is due on February 3, 2017. Please present this Resolution as an emergency (one reading at two separate meetings) to the City Commission for approval at its January 18, 2017 and January 25, 2017 meetings. The Department of Law Has approved the document as to form.

Attached is OEPA's application deadline notification. If you have any questions, please contact David Escobar at 3849.

SJF/dee

Attachments

By...Ms...Whaley.....

No.....929-17.....

AN INFORMAL RESOLUTION

Declaring the City of Dayton Be a Compassionate City,
Affirming the Charter for Compassion, Declaring Dayton to be a Participant in
the Ten-Year Compassionate City Campaign, and Declaring April to be
"Compassionate Action Month" in Dayton.

WHEREAS, Compassion is defined as the sympathetic concern for others and may be displayed by thoughts and actions of individuals, groups, and organizations; and

WHEREAS, Because local governments around the world cannot meet all of the needs of their citizens, a growing network of individuals and groups have organized around compassion to empower their community to meet the challenges of these needs; and

WHEREAS, The International Campaign for Compassionate Cities seeks to support cities and nations in making compassion a clear, luminous force in our polarized world; and

WHEREAS, Dayton contains a broad spectrum of religious, political, ethnic and other groups embodying the vibrant diversity of American and human values; and

WHEREAS, Dayton is known nationally and internationally for continuing efforts to promote the values of justice, equity, and respect for all people through hosting the talks leading to the Dayton Agreement-bringing a conclusion to the brutal Bosnian War, the Dayton International Peace Museum-the second peace museum in the United States, establishment of Welcome Dayton-a network of services to welcome immigrants and all people seeking a place to live and prosper in the United States, earning a 100 point score on the Human Rights Campaign's Municipal Equality Index, the continuing work of the Dayton Mediation Center-providing community and special mediation services, and other works; and

WHEREAS, There are still many instances where individuals and groups fail to live compassionately, and therefore we must recommit to and broaden the effort to live compassionately; now, therefore,

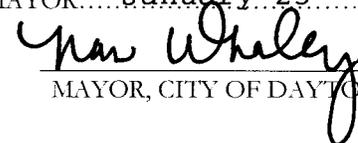
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

SECTION 1. That Dayton City Commission declares Dayton to be a Compassionate City and a participant in the Ten-Year Compassionate City Campaign

SECTION 2. That the Dayton City Commission affirms the Charter for Compassion and designates April as Compassionate Action Month.

ADOPTED BY THE COMMISSION.....Jan. 25....., 2017

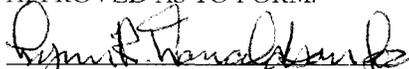
SIGNED BY THE MAYOR.....January 25....., 2017


MAYOR, CITY OF DAYTON, OHIO

ATTEST:


Clerk of Commission

APPROVED AS TO FORM:


City Attorney